

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LLC "SBERBANK INVESTMENTS"		04/01/2022	Company: RUSSIAN FEDERATION
RECEIVING PARTY DATA			
Name:	GT GETTAXI LIMITED		
Street Address:	Gr. Xenopoulou, 17, 3106		
City:	Limassol		
State/Country:	CYPRUS		
Entity Type:	Limited Liability Company: CYPRUS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5506635	GETT DELIVERY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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SIGNATURE:	/Kenneth Chin/		
DATE SIGNED:	04/21/2022		
Total Attachments: 46			
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DATED 1 April 2022

DEED OF RELEASE, RESIGNATION, APPOINTMENT AND TRANSFER

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THIS DEED is dated

1 April 2022

BETWEEN:

- (1) **GT GETTAXI LIMITED**, a company registered in the Republic of Cyprus under registration number HE 271894 having its registered office at Gr. Xenopoulou, 17, 3106, Limassol, the Republic of Cyprus, as borrower (the "**Borrower**");
- (2) **DOOBOO HOLDING LIMITED**, a company registered in the Republic of Cyprus under registration number HE 283071 having its registered office at Gr. Xenopoulou, 17, 3106, Limassol, the Republic of Cyprus ("**Dooboo**");
- (3) **LLC "SBERBANK INVESTMENTS"**, a company incorporated under the laws of the Russian Federation under registration number 1105032007761 having its registered office at Molodezhnaya Ul., 46, Odintsovo, Moscow Region, the Russian Federation, as lender (the "**Existing Lender**");
- (4) **VNV (CYPRUS) LIMITED** a company registered in Cyprus with registration number 114661, whose registered office is located at 1 Lampousas Street, PC 1095, Nicosia, Cyprus (the "**New Lender**");
- (5) **LLC "SBERBANK INVESTMENTS"** as agent of the Finance Parties (the "**Resigning Facility Agent**");
- (6) **LLC "SBERBANK INVESTMENTS"** as security trustee for the Secured Parties (the "**Resigning Security Agent**");
- (7) **VNV (CYPRUS) LIMITED** as agent of the Finance Parties (the "**New Facility Agent**"); and
- (8) **VNV (CYPRUS) LIMITED** as security trustee for the Secured Parties (the "**New Security Agent**").

BACKGROUND

- (A) Pursuant to a facility agreement originally dated 28 November 2016 made between, among others, (1) the Borrower, (2) the Existing Lender, (3) the Resigning Facility Agent and (4) the Resigning Security Agent, as amended and restated on 8 July 2019 and as further amended, restated and/or supplemented from time to time (the "**Facility Agreement**") the Existing Lender agreed to make available to the Borrower term loan facilities, subject to and upon the terms and conditions contained in the Facility Agreement. In addition, in connection with Existing Lender making term loan facilities available to the Borrower under the Facility Agreement: (i) the Option Instruments (as defined in the Facility Agreement) were entered into and issued in favour of the Existing Lender; and (ii) the Existing Lender was issued certain preference shares in Dooboo lieu of certain obligations to pay cash interest payments.
- (B) It has been agreed that all the rights and obligations of the Existing Lender as a "Lender" under the Facility Agreement, as an "Investor" under the Option Instruments and as a shareholder of certain shares of members of the Group be transferred to the New Lender in accordance with the terms of the Transfer Certificate, the Facility Agreement the Option Instruments and this Deed.
- (C) Pursuant to the Security Documents, each of the Released Parties granted Security over the Released Assets in favour of the Resigning Security Agent.

- (D) The Released Parties have requested that the Resigning Security Agent releases and discharges the Released Assets from (i) the Security created by or pursuant to the Security Documents (ii) all other Security granted in favour of the Resigning Security Agent by any Released Party and (iii) any other Security granted in favour of the Resigning Security Agent which secures liabilities and/or obligations (howsoever described) due to a Finance Party or a Secured Party or a joint and several creditor (as the case may be) under a Finance Document, which the Resigning Security Agent (acting on the instructions of the New Lender) has agreed to do upon the terms and conditions of this Deed.
- (E) Under the terms of this Deed, it is also proposed and agreed that the New Facility Agent replaces the Resigning Facility Agent as "Facility Agent" under the Finance Documents and that the New Security Agent replaces the Resigning Security Agent as "Security Agent" under the Finance Documents.
- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.
- (G) This Deed is supplemental to the Security Documents, the Facility Agreement and any other applicable Finance Document.
- (H) For the avoidance of doubt, the Parties agree that each of the Released Parties, including, without limitation, GT GET TAXI Systems Limited and GT GETTAXI Services Ltd. is entitled to enforce and rely on the terms of this Deed as if it were party to this Deed.

IT IS AGREED as follows:

1 **INTERPRETATION**

1.1 **Definitions**

Words and expressions defined in the Facility Agreement shall, unless otherwise defined herein or the context otherwise requires, have the same meanings in this Deed save that in the event of a conflict between a definition in the Facility Agreement and in this Deed, the definition in this Deed shall prevail. In addition:

"Appointment Effective Time" means the point in time immediately following the resignations and appointments contemplated by Clause 5 (*Appointment of New Facility Agent and New Security Agent and Resignation of the Resigning Facility Agent and the Resigning Security Agent*) have occurred.

"Effective Date" has the meaning given to that term in the Transfer Certificate.

"Effective Time" means the point in time when the Effective Date occurs.

"Investors" means any and all Investors as at the Effective Time.

"IP Assets" means the Patents & Designs and Trade Marks set out in Schedule 2.

"Obligor" means any and all Obligors as at the Effective Time.

"Party" means a party to this Deed and, collectively, the **"Parties"**.

"Patents & Designs" means all of the patents and/or designs which were subject to the Security including but not limited to those scheduled in Schedule 2Part 1.

"Release Effective Time" means the point in time immediately following the releases and discharges pursuant to Clause 4 (*Release of Security*).

"Released Assets" means the assets (including, without limitation, property, interests, shares, bank accounts, rights and benefits) subject to any Security (i) arising under the Security Documents (ii) granted by a Released Party to the Resigning Security Agent and/or (iii) otherwise granted in favour of the Resigning Security Agent which secures liabilities and/or obligations (howsoever described) due to a Finance Party or a Secured Party (as the case may be) under a Finance Document including but not limited to the IP Assets.

"Released Documents" means:

- (a) each Security Document listed in Schedule 1 (*Security Documents*);
- (b) any other Security Document;
- (c) each Option Instrument; and
- (d) any other document which creates Security:
 - (i) over the Released Assets; and/or
 - (ii) in favour of the Resigning Security Agent which secures liabilities and/or obligations (howsoever described) due to a Finance Party or a Secured Party (as the case may be) under a Finance Document.

"Released Parties" means (i) the Obligors (ii) the Investors and (iii) any other person who has granted Security in favour of the Resigning Security Agent which secures liabilities and/or obligations (howsoever described) due to a Finance Party or a Secured Party (as the case may be) under a Finance Document.

"Relevant Intellectual Property" means:

- (a) all Material Intellectual Property against which a record and/or other registration of a security interest have been filed in favour of the Resigning Security Agent on the Effective Date; and
- (b) (to the extent different from paragraph (a) above) all Material Intellectual Property against which a record and/or other registration of a security interest would have been filed in favour of the Resigning Security Agent following the transfer of any of the Borrower's Material Intellectual Property to any other member of the Group, if such transfer were to have occurred prior to the Effective Date.

"Russian IP Pledge" has the meaning given to that term in Clause 4.1(c).

"Trade Marks" means all of the trademarks which were subject to the Security including but not limited to those scheduled in Schedule 2Part 2.

"Transfer Certificate" means the transfer certificate date on or around the date of this Deed sent from the Existing Lender and the New Lender to the Resigning Facility Agent.

1.2 **Construction**

1.2.1 The provisions of clause 1.2 (*Construction*), Clause 1.3 (*Currency, symbols and definitions*) and Clause 1.5 (*Third party rights*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement are to be construed as references to this Deed.

1.2.2 Unless a contrary indication appears, any reference in this Deed to a:

- (a) liability includes any present or future and actual or contingent liability and any liability to any other person under any Finance Document by way of contribution or indemnity;
- (b) release contemplated by this Deed includes any discharge, re-assignment, re-transfer, waiver, cancellation or other release contemplated by this Deed; and
- (c) Clause or a Schedule is a reference to a clause of or a schedule to this Deed.

1.2.3 This Deed is a Finance Document under, and as defined in, the Facility Agreement.

2 **CONSENTS AND WAIVERS**

2.1 **Consents**

Notwithstanding any other provision of any Finance Document, each of the Parties agrees and confirms its consent, to the extent necessary for the purposes of the Finance Documents, to each of the transactions to be carried out under, or pursuant to, this Deed and the Transfer Certificate (including, without limitation, the assignment and transfer of the Existing Lender's rights and obligations under each Option Instrument to the New Lender).

2.2 **Waivers**

In respect of the transfer of all the rights and obligations of the Existing Lender to the New Lender contemplated by the Transfer Certificate, the Borrower waives its right of consultation as set out in clause 21.2.1 of the Facility Agreement.

3 **RESTRUCTURING**

Each of the events referred to in Clause 4 (*Release of Security*) and 5 (*Appointment of New Facility Agent and New Security Agent and resignation of the Resigning Facility Agent and the Resigning Security Agent*) (inclusive) will occur in the sequence and manner contemplated by those Clauses and no event referred to in any such Clause will be deemed to have occurred unless each of the other events in each other such Clause have also occurred (albeit those events will occur sequentially).

4 **RELEASE OF SECURITY**

4.1 **General release**

With immediate effect from the Effective Time, the Resigning Security Agent (for itself and on behalf of each Secured Party), hereby irrevocably and unconditionally:

- (a) releases and discharges each of the Released Parties from all its present and future liabilities, undertakings and obligations (both actual and contingent and whether as primary obligor, as guarantor, as surety or in any other

capacity whatsoever, including any liability to any other Obligor under the Finance Documents by way of contribution or indemnity) due from each of them to the Existing Lender, the Resigning Facility Agent and/or the Resigning Security Agent under or pursuant to the Finance Documents;

- (b) releases and discharges the Released Assets from all Security created, evidenced or conferred by or pursuant to the Released Documents and reassigns, re-transfers, surrenders, releases and re-conveys to the Released Parties all of their respective rights, title and interests in and relating to the Released Assets to hold the same free from all Security constituted under the relevant Released Documents;
- (c) subject to the proviso below, agrees that the Released Documents (and in particular any future assignment, transfer, pledge, charges or other obligation contemplated therein) are terminated and any Security created by the Released Documents is released (and, in particular, for the purposes of article 384 of the Russian Civil Code, any rights in relation to Security under each Gett RusCo Participatory Interest Pledge and all other Security Documents which are governed by Russian law (including, but not limited to, any Security over Russian Intellectual Property granted by a Released Party (the "**Russian IP Pledges**" and each a "**Russian IP Pledge**") shall not be assigned or transferred to the New Lender and, to the fullest extent permitted by applicable law, shall terminate upon the occurrence of the Effective Time (including pursuant to a principle set out in article 354 of the Russian Civil Code));
- (d) releases each Released Party from any power of attorney granted under or pursuant to any Released Document in favour of the Existing Lender, the Resigning Facility Agent and/or the Resigning Security Agent and such power of attorney is unconditionally and irrevocably cancelled, revoked and terminated, provided that such revocation shall not affect the validity of any act or thing done by the Existing Lender, the Resigning Facility Agent and/or the Resigning Security Agent (as applicable) before the Effective Time; and
- (e) authorises the Borrower and each of the Released Parties (or any of their legal representatives or as they may otherwise direct) to take any steps (including, without limitation, presenting this Deed to any person, including any register where Security has been registered, the makings of any filings or the sending of any notice to any authority or other third party) necessary or desirable to give effect to this Clause 4 (*Release of Security*),

provided that, in each case, notwithstanding any other provision of this Deed, nothing in this Deed is intended to release:

- (i) any person from any confidentiality provisions contained in the Released Documents, the Finance Documents or any other agreement to which it is party; and
- (ii) the Existing Lender, the Resigning Facility Agent and/or the Resigning Security Agent from any indemnification or expense reimbursement provisions provided by any of them within the Released Documents, the Finance Documents or any other agreement to which it is party.

4.2 **Russian ancillary release documents**

The Resigning Security Agent shall, on or shortly after the date of this Deed:

- (a) execute (in front of a Russian notary) a release application in respect of each Gett RusCo Participatory Interest Pledge and execute and file with Rospatent a release application in respect of each Russian IP Pledge, in each case, in the form required by applicable law; or
- (b) duly issue a notarised power of attorney that is reasonably sufficient to effect the releases contemplated by this Deed in respect of each Gett RusCo Participatory Interest Pledge and each Russian IP Pledge (including for the purposes of executing the release applications and making filings, as set out in paragraph (a) above), to persons indicated by the Borrower.

4.3 **Israeli ancillary release documents**

4.3.1 On or prior to the Effective Date, the Resigning Security Agent shall execute the following release documents: (i) written consents (in a form as provided by the Borrower) to the deregistration of securities, to effectuate the release and deregistration of any liens and securities registered in the Israeli Trademark Registry and the Israeli Patent Registry and the Israeli Designs Registry, which are released under this Deed (the "**Consent Letters**"); (ii) a Pledges Registry Deregistration Form 3 consenting to the removal of the Borrower charges which is currently recorded at the Israeli Pledges Registrar (the "**Form 3**"); (iii) notices (in the forms provided by the Borrower) addressed to the Israeli Companies' Registrar consenting to the deregistration of the all the securities which is currently recorded against the name of GT Gettaxi Services Israel Ltd., and GT Get Taxi Systems Ltd. at the Israeli Companies Registrar (the "**Notices**"); and (iv) power and authority to act on the Resigning Security Agent's behalf and represent the Resigning Security Agent before the Israeli Patent and Trademark Office, the Israeli Companies Registrar, and the Israeli Pledges Registrar, in connection with the removal and deregistration of the pledges, charges, liens, and any other securities registered under the Resigning Security Agent at the above registrars (the "**POA**").

4.3.2 The Borrower and/or its agents are authorised to file the Consent Letters, Form 3, and the Notices, which shall be filed with the Israeli Trademark Registrar, the Israeli Pledges Registrar, and the Israeli Companies Registrar, respectively, and such additional filing as necessary to evidence the releases, including the POA, set forth in this Deed.

4.4 **Cypriot ancillary release documents**

The Borrower and/or its agents are authorised to file HE28 forms with the Cyprus Registrar of Companies and to make such additional filings as are necessary to evidence the releases set forth in this Deed.

4.5 **USA ancillary release documents**

The Borrower and/or its agents are authorised to file UCC-3 termination statements and make filings in respect of the release of liens and removal of recordals of the Security against the IP Assets with the US Patent and Trademark Office and to make such additional filings as necessary to evidence the releases set forth in this Deed.

4.6 **Release of Security over IP Assets**

Subject to Clause 4.2 and Clause 4.3, each of the Existing Lender, the Resigning Facility Agent and/or the Resigning Security Agent hereby consent to and authorise the Borrower and/or its agents to take any action necessary to (a) make all filings necessary to release the Security registered over the IP Assets wherever in the world an IP Asset is registered and/or (b) remove and/or take steps to remove from all

applicable trademark registries all records of any security, pledge and/or lien registered pursuant to the Released Documents or otherwise registered in favour of the Existing Lender, the Resigning Facility Agent and/or the Resigning Security Agent. Each of the Existing Lender, the Resigning Facility Agent and/or the Resigning Security Agent will promptly, upon the request of the Borrower, execute and deliver at its own expense any document and do any act or thing in order to ensure that the Security registered over the IP Assets is duly released or removed.

5 **APPOINTMENT OF NEW FACILITY AGENT AND NEW SECURITY AGENT AND RESIGNATION OF THE RESIGNING FACILITY AGENT AND THE RESIGNING SECURITY AGENT**

5.1 **Resignation and appointment of Facility Agent**

Immediately following the Release Effective Time:

- (a) the Resigning Facility Agent resigns as "Facility Agent" under, and as defined in, the Facility Agreement and under the Finance Documents;
- (b) the New Facility Agent is appointed as "Facility Agent" under, and as defined in, the Facility Agreement by the New Lender after consultation with the Obligors for all purposes under the Finance Documents in place of the Resigning Facility Agent in accordance with the requirements of clause 23.12 (*Resignation of an Agent*) of the Facility Agreement;
- (c) the New Facility Agent has agreed to become a party to and be bound by the terms of the Finance Documents as if it had originally been party to the Finance Documents as the "Facility Agent" under, and as defined in, the Facility Agreement;
- (d) the New Facility Agent agrees to assume all of the duties and obligations of the Resigning Facility Agent under the Finance Documents to which the Resigning Facility Agent is a party as "Facility Agent" under, and as defined in, the Facility Agreement;
- (e) the Resigning Facility Agent assigns and transfers absolutely to the New Facility Agent all its present and future rights, titles, interests and benefits under and in connection with the Facility Agreement and the other Finance Documents and any obligations under the Facility Agreement and the other Finance Documents;
- (f) the New Facility Agent acknowledges and agrees to its appointment as the "Facility Agent" under, and as defined in, the Facility Agreement; and
- (g) the New Facility Agent acknowledges and agrees to the assignment and transfer made to it pursuant to paragraph (e) above and confirms that, in accordance with the Finance Documents, on and from the Appointment Effective Time, it will hold the rights, titles, interests and benefits formerly held by the Resigning Facility Agent for and on behalf of the Finance Parties and will apply all payments and other benefits received by it under the Finance Documents in accordance with the same.

5.2 **Resignation and appointment of the Security Agent**

Immediately following the Release Effective Time:

- (a) the Resigning Security Agent resigns as the "Security Agent" under, and as defined in, the Facility Agreement and under the Finance Documents;
- (b) the New Security Agent is appointed as "Security Agent" under, and as defined in, the Facility Agreement by the New Lender after consultation with the Obligors for all purposes under the Finance Documents in place of the Resigning Security Agent in accordance with the requirements of clause 23.12 (*Resignation of an Agent*) of the Facility Agreement;
- (c) the New Security Agent has agreed to become a party to and be bound by the terms of the Finance Documents as if it had originally been party to the Finance Documents as the "Security Agent" under, and as defined in, the Facility Agreement;
- (d) the New Security Agent agrees to assume all of the duties and obligations of the Resigning Security Agent under the Finance Documents to which the Resigning Security Agent is a party as "Security Agent" under, and as defined in, the Facility Agreement;
- (e) the Resigning Security Agent assigns and transfers absolutely to the New Security Agent:
 - (i) all its present and future rights, titles, interests and benefits under and in connection with the Facility Agreement and the other Finance Documents and any obligations under the Facility Agreement and the other Finance Documents;
 - (ii) all its present and future rights, titles, interests and benefits in the Charged Property;
 - (i) each and every right, title, power, interest, benefit and obligation on its part in its capacity as "Security Agent" contained in each Finance Document; and
 - (ii) any claims, awards and judgements in favour of the Resigning Security Agent under or in connection with the Finance Documents;
- (f) the New Security Agent acknowledges and agrees to its appointment as the "Security Agent" under, and as defined in, the Facility Agreement; and
- (g) the New Security Agent acknowledges and agrees to the assignment and transfer made to it pursuant to paragraph (e) above and confirms that, in accordance with the Finance Documents, on and from the Appointment Effective Time, it will hold the rights, titles, interests and benefits formerly held by the Resigning Security Agent on trust for and on behalf of the Secured Parties and will apply all payments and other benefits received by it under the Finance Documents in accordance with the same.

5.3 **Confirmations**

- 5.3.1 Each of the Resigning Facility Agent and the Resigning Security Agent notifies the other Parties of their resignation pursuant to this Clause 5 and the other Parties acknowledge, consent and agree to the resignation of the Resigning Facility Agent and the Resigning Security Agent and the appointment of the New Facility Agent and the New Security Agent, respectively and in each case as contemplated by this Clause 5, and each of those Parties agrees that it will be bound by the terms of the Finance Documents as if the New Facility Agent and/or the New Security Agent (as

applicable) had originally been party to the Finance Documents (to which the Resigning Facility Agent and/or the Resigning Security Agent had originally been a party) as "Facility Agent" and/or "Security Agent" each under, and as defined in, the Facility Agreement.

- 5.3.2 Each Party irrevocably waives and/or consents to (as applicable) any of the requirements, obligations, conditions, procedures, limitations and/or restrictions pursuant to clause 23 (*Role of the Agents*) of the Facility Agreement and any other formalities and/or requirements pursuant to any other Finance Documents (i) to the extent not complied with pursuant to this Clause 5 and (ii) immediately prior to the occurrence of the Appointment Effective Date.
- 5.3.3 Each of the New Lender and the Borrower (on behalf of itself and each other Obligor) agrees that:
- (a) the resignation of the Resigning Facility Agent as the "Facility Agent" under, and as defined in, the Facility Agreement;
 - (b) the resignation of the Resigning Security Agent as the "Security Agent" under, and as defined in, the Facility Agreement;
 - (c) the appointment of the New Facility Agent as the "Facility Agent" under, and as defined in, the Facility Agreement; and
 - (d) the appointment of the New Security Agent as the "Security Agent" under, and as defined in, the Facility Agreement,

in each case, pursuant to this Deed, satisfies all requirements relating to such appointments and resignations for all purposes under the Finance Documents.

- 5.3.4 The Resigning Facility Agent confirms that all of its present and future liabilities, undertakings and obligations (both actual and contingent and in any capacity whatsoever) due by it to the New Facility Agent (if any) pursuant to the Finance Documents will continue in full force and effect following the occurrence of the Appointment Effective Date.
- 5.3.5 The Resigning Security Agent confirms that all of its present and future liabilities, undertakings and obligations (both actual and contingent and in any capacity whatsoever) due by it to the New Security Agent (if any) pursuant to the Finance Documents will continue in full force and effect following the occurrence of the Appointment Effective Date.

5.4 **Releases**

Immediately upon the occurrence of the Appointment Effective Time:

- (a) the Resigning Facility Agent releases and discharges the New Facility Agent from any and all of its present and future liabilities, undertakings, obligations, indemnities, fees, costs and expenses (both actual and contingent and in any capacity whatsoever) due from the New Facility Agent to the Resigning Facility Agent (if any) pursuant to the Finance Documents; and
- (b) the Resigning Security Agent releases and discharges the New Security Agent from any and all of its present and future liabilities, undertakings, obligations, indemnities, fees, costs and expenses (both actual and contingent and in any capacity whatsoever) due from the New Security

Agent to the Resigning Security Agent (if any) pursuant to the Finance Documents.

5.5 **Notice details**

The details for notices of the New Facility Agent and the New Security Agent for the purposes of clause 28.2 (*Addresses*) of the Facility Agreement are as follows:

Address: 1 Lampousas Street, PC 1095, Nicosia, Cyprus

Email: legal@vostoknewventures.com.cy

Attention: the Directors

6 **CONFIRMATIONS**

6.1 Each of the Existing Lender, the Resigning Facility Agent and the Resigning Security Agent authorise the Borrower, any Obligor, the New Lender, the New Facility Agent and/or the New Security Agent to enter into such documents as may be required in connection with the foregoing in order to effect the releases, appointment and resignation contemplated under this Deed, in each case, in accordance with the Facility Agreement, upon the occurrence of the Effective Time.

6.2 For the avoidance of doubt, it is agreed that the release, discharge, reassignment, and termination of the Security and other obligations pursuant to this Deed are not conditional upon any notice being provided under this Deed or the Transfer Certificate.

6.3 The Resigning Security Agent confirms that, as at the date of this Deed:

- (a) it is not aware of any event which has resulted in the crystallisation of a floating charge contained in any Security Document; and
- (b) it has not taken any action which has resulted in the crystallisation of a floating charge contained in any Security Document.

7 **FURTHER ASSURANCE**

7.1 The Borrower agrees (on behalf of itself and each other Obligor) that it shall promptly, upon the request of the New Lender, the New Facility Agent and/or the New Security Agent execute and deliver at its own expense any document and do any act or thing in order to confirm or establish the validity and enforceability of this Deed.

7.2 Each of the Existing Lender, the Resigning Facility Agent and the Resigning Security Agent agrees that it shall promptly, upon the request of the Borrower, any Obligor, the New Lender, the New Facility Agent and/or the New Security Agent execute and deliver at its own expense any document and do any act or things in order to give effect to the terms of this Deed.

8 **UNDERTAKINGS**

As soon as practicable but in any event prior to the date falling 60 days after the Effective Date (or such later date as agreed by the New Facility Agent), the Borrower shall grant, and/or procure that the relevant member of the Group grants, Security in favour of the New Security Agent over:

- (a) all the issued share capital of Dooboo owned (and to be owned) by (i) the Borrower and (ii) if applicable, any other member of the Group; and
- (b) all Relevant Intellectual Property.

9 **OPTION INSTRUMENTS / ISSUED SHARES**

9.1 Immediately upon the occurrence of the Effective Time:

- (a) the Existing Lender assigns absolutely to the New Lender all the rights the Existing Lender has under each Option Instrument; and
- (b) the New Lender becomes a party to each Option Instrument as an "Investor" and is bound, from the Effective Time, by any obligations on an "Investor" under each Option Instrument.

9.2 Immediately upon the occurrence of the Effective Time, the Existing Lender hereby irrevocably and unconditionally agrees to transfer, or procure the transfer of, the legal and beneficial title to all shares or other ownership interests the Existing Lender owns (or which are owned by another person on its behalf) in any member of the Group.

9.3 The Existing Lender, the Borrower and Dooboo each agree that it shall promptly, upon the request of the New Lender, execute and deliver (or procure the entry or delivery), at its own expense, any document (including without limitation any instrument of transfer) and do any act or things in order to give effect to clause 9.1 and/or clause 9.2 above.

10 **MISCELLANEOUS**

10.1 Except as otherwise provided in this Deed, the Finance Documents remain in full force and effect.

10.2 Save as expressly provided in this Deed, nothing in this Deed shall constitute or be construed as a waiver or compromise of any term or condition of the Finance Documents or of the rights of any Lender in relation to the Finance Documents.

10.3 On and from the Effective Time, references in the Finance Documents to any Finance Document or to a provision of any Finance Document shall be construed as a reference to that Finance Document, or that provision, as amended and/or supplemented by this Deed, as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time.

10.4 This Deed shall not qualify as a novation under the laws of any Relevant Jurisdiction.

10.5 Clause 28 (*Notices*), clause 30 (*Partial invalidity*), clause 32 (*Amendments and waivers*), clause 37 (*Arbitration*) and clause 38 (*Governing language*) of the Facility Agreement shall apply to this Deed, *mutatis mutandis*.

11 **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Documents.

12 **GOVERNING LAW**

This Deed and all non-contractual obligations arising out of or in connection with this Deed shall be governed by English law.

THIS DEED has been executed as a deed and delivered on the date stated at the beginning of this Deed.

**Schedule 1
Security Documents**

Name of security provider	Description of security	Date of security	Jurisdiction
GT GETTAXI LIMITED	Debenture: Fixed and floating charge over the Intellectual Property and all assets, rights and property of the security provider described in Clause 4.1 of the said charge	02/12/2016	Cyprus
GT GETTAXI LIMITED	Fixed charge over the registered Intellectual Property specified in Schedule 2 (Intellectual Property) of the said charge owned by the security provider including all present and future remaining Intellectual Property (as defined therein) registered in Russia	02/12/2016	Cyprus
GT GETTAXI LIMITED	Share pledge over (but not limited to) the entire issued share capital of Dooboo Holding Limited (registration number HE 283071) of Gr. Xenopoulou 17, 3106 Limassol, Cyprus owned by the security provider	02/12/2016	Cyprus
GT GETTAXI LIMITED	Security agreement securing interest in the security provider's right, title and interest in the "Collateral" (as collectively defined in clause 2 thereof) whether now owned or hereafter acquired by the Company, in the United States, and whether now or hereafter existing or arising in favour of the security agent	02/12/2016	Cyprus
GT GETTAXI LIMITED	Fixed charged and assignment by way of security for unlimited amount over intellectual property of the security provider, which is registered in Israel	02/12/2016	Cyprus
GT GETTAXI LIMITED	First priority charge of the pledge in relation to the rights in Juno Lab B.V.	01/06/2018	Cyprus
GT GETTAXI LIMITED	Amendment Agreement to the Agreement of Fixed Charge and Assignment over all of the intellectual property of the security provider which is registered in Israel dated 02/12/2016	06/09/2020	Cyprus
GT GETTAXI LIMITED	Supplemental Agreement to the Agreement of Fixed Charge and Assignment over all of the intellectual property of the security provider which is registered in Russia dated 02/12/2016	04/09/2020	Cyprus
GT GETTAXI LIMITED	Amendment Agreement to the Agreement of Fixed and Floating Charge over the intellectual property of the security provider dated 02/12/2016	04/09/2020	Cyprus

DOOBOO HOLDING LIMITED	Debenture - First Ranking Floating Charge over all of the assets and rights of the security provider	02/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "TapTaxi" LLC (main state registration number (OGRN): 1131840007804) of Russia, 426034, Udmurtskaya Respublika, Izhevsk, ulitsa Lihvintseva, dom 49	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "Taxi 207" LLC (main state registration number (OGRN): 1124345025298) of Russia, 610046, Kirovskaya Oblast, Kirov, ulitsa Zagorodnaya, dom 5	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "Taxi 375" LLC (main state registration number (OGRN): 1136316010478) of Russia, 443066, Samarskaya Oblast, Samara, ulitsa Antonova-Ovseenko, dom 52, office 201	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "TaxTat" LLC (main state registration number (OGRN): 1101690000433) of Russia, 420095, Respublika Tatarstan, Kazan, ulitsa Vasilchenko, dom 1, korpus 153 "B", office 225	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "Taxi 900" LLC (main state registration number (OGRN): 1161832072600) of Russia, 426034, Udmurtskaya Respublika, Izhevsk, ulitsa Lihvintseva, dom 49, office 1	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "Taxi 523" LLC (main state registration number (OGRN): 1157154031902) of Russia, 300013, Tulsckaya Oblast, Tula, ulitsa Mosina, dom 6, office 2	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "Taxi 400" LLC (main state registration number (OGRN): 1134029000940) of Russia, 248025, Kaluzhskaya Oblast, gorod Kaluga, ulitsa Novoslobodskaya, 27, office 301	12/12/2016	Cyprus

DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "PTL" LLC (main state registration number (OGRN): 1115906000220 with its registered address at: Russia, 614077, Permskiy Kray, Perm, ulitsa Pushkarskaya, dom 55)	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "GetTaxi Rus" LLC main state registration number (OGRN): 1117746877621 with its registered address at: Russia, 115114, Moscow, 1-y Derbenevskiy Pereulok, dom 5, stroenie 2, office 601	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "Saturn Ural" LLC (main state registration number (OGRN): 1101840001053) of Russia, 426034, Udmurtskaya Respublika, Izhevsk, ulitsa Lihvintseva, dom 49, office 601	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	PARTICIPATORY INTEREST PLEDGE AGREEMENT in respect of the participatory interest in "Taxi Saturn Ufa" LLC (main state registration number (OGRN): 1100280021346) of Russia, 450105, Respublika Bashkortostan, Ufa, ulitsa Yuriya Gagarina, dom 41/2	12/12/2016	Cyprus
DOOBOO HOLDING LIMITED	First ranking fixed charge and first ranking assignment in respect of the Equity Interest (as defined therein) in GT Gettaxi Services Limited (registration number 51-448654-7) of at 19 Habarzel Street, Tel Aviv, 6971025, Israel together with all Related Rights	01/06/2018	Cyprus
DOOBOO HOLDING LIMITED	Fixed GETT UK Share Charge with full title guarantee in respect of the participatory interest in GT Gettaxi (UK) Limited, a company registered in England & Wales, with company registration number 07603404 and registered address at 64 Princess Court, 88 Brompton Road, Knightsbridge, London, SW3 1ET, UK	01/06/2018	Cyprus
DOOBOO HOLDING LIMITED	US Share Pledge Agreement in respect of the participatory interest of Dooboo Holding Ltd in Juno USA LP of Delaware with registered offices at 1 World Trade Center, Suite 84A, New York, New York 10007	01/06/2018	Cyprus

DOOBOO HOLDING LIMITED	US Share Pledge Agreement in respect of the interest in GT Forge, Inc.	01/06/2018	Cyprus
DOOBOO HOLDING LIMITED	First ranking fixed charge and first ranking assignment of the pledge of shares of GETT Systems and all relevant rights	01/06/2018	Cyprus
DOOBOO HOLDING LIMITED	Participatory Interest Pledge Agreement in respect of the participatory interest in "Gett Systems RU" LLC	25/06/2018	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "Taxi 900 LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "Taxi 400 LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "PTL LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "Taxi 523 LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "TapTaxi LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "Saturn Ural LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "GetTaxi Rus LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "Taxi Saturn Ufa LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "Taxi 375 LLC" dated 12/12/2016	08/07/2019	Cyprus

DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "Taxi 207 LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "TaxTat LLC" dated 12/12/2016	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Amendment Agreement to the Participatory Interest Pledge Agreement in respect of the participatory interest in "GettSystems Ru LLC" dated 25/06/2018	08/07/2019	Cyprus
DOOBOO HOLDING LIMITED	Participatory Interest Pledge Agreement in respect of the participatory interest in LLC "Taptaxi Saratov"	29/10/2020	Cyprus
DOOBOO HOLDING LIMITED	Participatory Interest Pledge Agreement in respect of the participatory interest in "LLC ITECO"	29/10/2020	Cyprus

Schedule 2
IP Assets
Part 1
Patents & Designs

LS FILE	TITLE	STATUS	APPLICATION TYPE	JURISDICTION	APPLICATION NUMBER	PUBLICATION NUMBER	FILING DATE	ISSUE DATE	PATENT NO.	INVENTORS
L0002 (25957.5)	MECHANISMS FOR ORDERING TRANSPORTATION VEHICLES	Issued	Patent - Utility	United States	14/046,837	US-2014-0040079-A1	4-Oct-13	10/25/16	9,477,983	Shahar Smirin
L0002C (25957.70)	MECHANISMS FOR ORDERING TRANSPORTATION VEHICLES	Issued	Patent - Utility	United States	15/332,798	2017/0053371	24-Oct-16	25/08/2020	10755373	Shahar Smirin
L0003 (25957.3)	GRAPHICAL USER INTERFACE FOR ORDERING TRANSPORTATION	Issued	Design	United States	29/408,626		14-Dec-11	14-Apr-15	D726736	Shahar Smirin Stanislav Udotov
L0003D1 (25957.25)	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN OR PORTION THEREOF	Issued	Design	United States	29/513,913		6-Jan-15	12/15/15	D745537	Shahar Smirin Stanislav Udotov
L0003D2 (25957.26)	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN OR PORTION THEREOF	Issued	Design	United States	29/513,915		6-Jan-15	12/15/15	D745538	Shahar Smirin Stanislav Udotov

LS FILE	TITLE	STATUS	APPLICATION TYPE	JURISDICTION	APPLICATION NUMBER	PUBLICATION NUMBER	FILING DATE	ISSUE DATE	PATENT NO.	INVENTORS
L0003D3 (25957.27)	GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN OR PORTION THEREOF	Issued	Design	United States	29/513,917		6-Jan-15	1/19/16	D747729	Shahar Smirin Stanislav Uddtov
L0004 (25957.4)	USER INTERFACE FOR ORDERING TRANSPORTATION	Issued	Design	United States	29/420,159		4-May-12	24-Mar-15	D725133	Shahar Smirin Lior Sion Stanislav Uddtov
L0004EP (25957.10)	USER INTERFACE FOR ORDERING TRANSPORTATION	Issued	Design	European Patent Office	2125427		25-Oct-12	25-Oct-12	002125427-0001; 002125427-0002; 002125427-0003	Shahar Smirin Lior Sion Stanislav Uddtov
<i>[Intentionally left blank]</i>	USER INTERFACE FOR ORDERING TRANSPORTATION	Issued	Design	United Kingdom	9002125427		25 - Oct - 12	25 - Oct - 12	9002125427-0001; 9002125427-0002; 9002125427-0003	Shahar Smirin Lior Sion Stanislav Uddtov
L0004EM2 (25957.157)	USER INTERFACE FOR ORDERING TRANSPORTATION	Issued	Community Design	European Patent Office	2125427		25-Oct-12	25-Oct-12	2125427-0002	Shahar Smirin Lior Sion Stanislav Uddtov

LS FILE	TITLE	STATUS	APPLICATION TYPE	JURISDICTION	APPLICATION NUMBER	PUBLICATION NUMBER	FILING DATE	ISSUE DATE	PATENT NO.	INVENTORS
L0004EM3 (25957.158)	USER INTERFACE FOR ORDERING TRANSPORTATION	Issued	Community Design	European Patent Office	2125427		25-Oct-12	25-Oct-12	2125427-0003	Shahar Smirin Lior Stanislav Udotoy
L00051L (25957.22)	SYSTEM AND METHOD FOR ORDERING TRANSPORTATION VEHICLE	Granted	Patent	Israel	234353		28-Aug-14	4-Jan-18	234353	Shahar Smirin
L0006 (25957.28)	SYSTEM AND METHOD FOR ORDERING TRANSPORTATION VEHICLE USING NEAR FIELD COMMUNICATION DEVICES	Issued	Patent	United States	14/554,074	2015/0149320	26-Nov-14	24-Sep-19	10,424,002	Shahar Smirin
L0006GB (25957.58)	ORDERING TRANSPORTATION VEHICLE USING NEAR FIELD COMMUNICATION DEVICES	Issued	Patent	United Kingdom	Designated state from EP application EP14194962.8 (L0006EP)		26-Nov-14	7/13/16	EP(UK) 2879410	Shahar Smirin
L00061L (25957.30)	SYSTEM AND METHOD FOR ORDERING TRANSPORTATION VEHICLE USING NEAR FIELD COMMUNICATION DEVICES	Granted	Patent	Israel	235911		26-Nov-14	7/31/18	235911	Shahar Smirin

LS FILE	TITLE	STATUS	APPLICATION TYPE	JURISDICTION	APPLICATION NUMBER	PUBLICATION NUMBER	FILING DATE	ISSUE DATE	PATENT NO.	INVENTORS
L0006RU (25957.31)	SYSTEM AND METHOD FOR ORDERING TRANSPORTATION VEHICLE USING NEAR FIELD COMMUNICATION DEVICES	Granted	Patent	Russia	2014147760		26-Nov-14	21-Mar-17	2615319	Shahar Smirin
L0071L (25957.159)	SHORTCODE FOR AUTOMATING APPLICATION PROCESSES	Issued	Utility	Israel	245376		1-May-16	1-Oct-21	245376	Tal Adler Nadav Lichter
L0008 (25957.33)	GRAPHICAL USER INTERFACE FOR TRANSPORTATION TYPE OPTIONS	Issued	Design	United States	29/523,696		13-Apr-15	28-Feb-17	D780206	Anatoly Volovik
L0008EPR (25957.39)	Graphical User Interface for Transportation Type Options	Granted	Design	European Patent Office	002690016-001		27-Apr-15	27-Apr-15	002690016-0001	Anatoly Volovik
<i>[Intentionally left blank]</i>	Graphical User Interface for Transportation Type Options	Granted	Design	United Kingdom	9002690016-0001		27-Apr-15	27-Apr-15	9002690016-0001	Anatoly Volovik
L0008RU (25957.37)	Russian Design Patent Application for Transportation Type Options,	Granted	Design	Russia	2015504404		1-Dec-15	16-Oct-16	100150	Anatoly Volovik

LS FILE	TITLE	STATUS	APPLICATION TYPE	JURISDICTION	APPLICATION NUMBER	PUBLICATION NUMBER	FILING DATE	ISSUE DATE	PATENT NO.	INVENTORS
	Transportation Details, & Order Confirmation									
L0008RU2 (25957.44)	Russian Design Patent Application for Transportation Type Options, Transportation Details, & Order Confirmation	Granted	Design	Russia	2015504403		1-Dec-15	10-Jan-17	101175	Anatoly Volovik
L0008D1 (25957.64)	GRAPHICAL USER INTERFACE FOR TRANSPORTATION TYPE OPTIONS	Issued	Design	United States	29/590,002		6-Jan-17	20-Feb-18	D810773	Anatoly Volovik
L0008D2 (25957.65)	GRAPHICAL USER INTERFACE FOR TRANSPORTATION TYPE OPTIONS	Issued	Design	United States	29/590,014		6-Jan-17		D810774	Anatoly Volovik
L0009 (25957.34)	GRAPHICAL USER INTERFACE FOR TRANSPORTATION DETAILS	Issued	Design	United States	29/523,698		13-Apr-15	21-Feb-17	D779525	Anatoly Volovik
L0009EPR (25957.40)	Graphical User Interface for Transportation Details	Granted	Design	European Patent Office	002690016-001		27-Apr-15	27-Apr-15	002690016-0002	Anatoly Volovik

LS FILE	TITLE	STATUS	APPLICATION TYPE	JURISDICTION	APPLICATION NUMBER	PUBLICATION NUMBER	FILING DATE	ISSUE DATE	PATENT NO.	INVENTORS
<i>[Intentionally left blank]</i>	Graphical User Interface for Transportation Details	Granted	Design	United Kingdom	9002690016-0002		27-Apr-15	27-Apr-15	9002690016-0002	Anatoly Volovik
L0009RU (25957.45)	Russian Design Patent Application for Transportation Type Options, Transportation Details, & Order Confirmation	Granted	Design	Russia	2015504398		1-Dec-15	16-Dec-16	100811	Anatoly Volovik
L0010 (25957.35)	GRAPHICAL USER INTERFACE FOR ORDER CONFIRMATION	Issued	Design	United States	29/523,704		13-Apr-15	21-Feb-17	D779526	Anatoly Volovik
L0010EPR (25957.41)	Graphical User Interface for Order Confirmation	Granted	Design	European Patent Office	002690016-001		27-Apr-15	27-Apr-15	002690016-0003	Anatoly Volovik
<i>[Intentionally left blank]</i>	Graphical User Interface for Order Confirmation	Granted	Design	United Kingdom	9002690016-0003		27-Apr-15	27-Apr-15	9002690016-0003	Anatoly Volovik
L0010RU (25957.46)	Russian Design Patent Application for Transportation Type Options, Transportation	Granted	Design	Russia	2015504397		1-Dec-15	16-Nov-16	100710	Anatoly Volovik





LS FILE	TITLE	STATUS	APPLICATION TYPE	JURISDICTION	APPLICATION NUMBER	PUBLICATION NUMBER	FILING DATE	ISSUE DATE	PATENT NO.	INVENTORS
L011 (25957.50)	Graphical User Interface (GUI) for implementing controls for geographic conveyance	Issued	Patent - Utility	United States	15/342,932	20170132740	3-Nov-16	10-Mar-20	10,586,300	Yael Lipskin-Moshe Nir-Waysbort Eliya Aharoni
L011RU (25957.51)	Graphical User Interface (GUI) for implementing controls for geographic conveyance	Granted	Patent	Russia	2016143989		9-Nov-16	2-Aug-18	2671249	Yael Lipskin-Moshe Nir-Waysbort Eliya Aharoni
L011IL (25957.52)	Graphical User Interface (GUI) for implementing controls for geographic conveyance	Granted	Patent	Israel	248780		6-Nov-16	1-Sep-20	248780	Yael Lipskin-Moshe Nir-Waysbort Eliya Aharoni
L0125 (25957.126)	METHODS, CIRCUITS, DEVICES, SYSTEMS & ASSOCIATED COMPUTER EXECUTABLE CODE FOR DRIVER DECISION SUPPORT	Issued	Patent	US	14/926,016	2016/0129787	29-Oct-15	3-Oct-17	9,776,512	Yuval Netzer




LS FILE	TITLE	STATUS	APPLICATION TYPE	JURISDICTION	APPLICATION NUMBER	PUBLICATION NUMBER	FILING DATE	ISSUE DATE	PATENT NO.	INVENTORS
L0125C (25957.127)	METHODS, CIRCUITS, DEVICES, SYSTEMS & ASSOCIATED COMPUTER EXECUTABLE CODE FOR DRIVER DECISION SUPPORT	Issued	Patent	US	15/706,724	2018/0001770	17-Sep- 17	25-Dec-18	10,160,321	Yuval Netzer
L0125C2 (25957.148)	METHODS, CIRCUITS, DEVICES, SYSTEMS & ASSOCIATED COMPUTER EXECUTABLE CODE FOR DRIVER DECISION SUPPORT	Issued	Patent	US	16/199,528	2019/0092171	26-Nov- 18	05/05/2020	10639995	Yuval Netzer

**Part 2
Trademarks**






[See separate document entitled "Gett - Material Trademarks"]


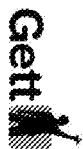


Gett – Material Trademarks



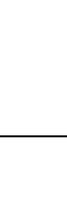
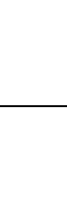
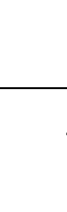
TRADEMARK	PEARL COHEN ID	Class	APP. NO.	APP DATE	REG. NO.	REG. DATE	COUNTRY	STATUS/COMMENT NEXT ACTION	OWNER	FILE STATUS
 GET TAXI & DESIGN (OLD LOGO)										
 GET TAXI & Design (NEW LOGO)	T-9947-39-IL	39	237808	08-May-11	237808	05-Aug-12	Israel	Registered; Deadline for renewal is: 08-May-2031	GT GETTAXI LTD.	Registered
 GET TAXI & Design (NEW LOGO)	T-9949-39-IL	39	242701	06-Dec-11	242701	04-Jun-13	Israel	Registered; Deadline for renewal is: 06-Dec-2031	GT GETTAXI LTD.	Registered
 GET TAXI & Design (NEW LOGO)	T-9949-INT	39	1127484	18-Dec-11	1127484	18-Dec-11	International designating EU, UK & RU	Registered; Deadline for renewal is: 18-Dec-2031	GT GETTAXI LTD.	Registered



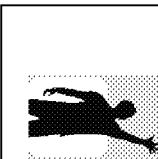
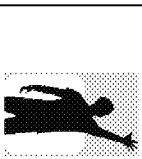

GET TAXI & Design (NEW LOGO)	T-9949-INT- EU	39	1127484	18-Dec-11	1127484	23-Jul- 2013			GT GETTAXI LTD.	Registered
										
GET TAXI & Design (NEW LOGO)	T-9949-INT- GB	39	UK00801127 484	18-Dec-11	1127484	23-Jul- 2013			GT GETTAXI LTD.	Registered
										
GET TAXI & Design (NEW LOGO)	T-9949-INT- RU	39	1127484	18-Dec-11	1127484	18-Dec-11	Russia		GT GETTAXI LTD.	Registered
										
GETT	T-572571-IL	09, 38, 39 and 42	297505	21-Aug-17	297505	04-Sep- 2018	Israel	Registered. Deadline for renewal is: 21- Aug-2027	GT GETTAXI LTD.	Registered
GETT	T-572571- INT	09, 38, 39 and 42	1378073	25-Sep- 2017	1378073	25-Sep- 2017	International designating EU, RU, US	Registered. Deadline for renewal is: 25- Sep-2027	GT GETTAXI LTD.	Registered






GETT	T-572571-INT-EU	09, 38, 39 and 42	1378073	25-Sep-2017	1378073	25-Sep-2017	European Union	Opposition pending.	GT GETTAXI LTD.	Pending. Opposed by Omni Corporate Assets Ltd.
GETT	T-572571-INT-RU	09, 38, 39 and 42	1378073	25-Sep-2017	1378073	25-Sep-2017	Russia		GT GETTAXI LTD.	Registered
GETT	T-572571-INT-US	09, 38, 39 and 42	79222218	25-Sep-2017	5629980	18-Dec-2018	United States	Registered: Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 18-Dec-2024	GT GETTAXI LTD.	Registered
GETT & DESIGN	T-9952-IL	39	259123	18-Sep-13	259123	04-May-15	Israel	Registered: Deadline for renewal is: 18-Sep-2023	GT GETTAXI LTD.	Registered
GETT & DESIGN	T-9952-INT	39	1186572	29-Sep-13	1186572	29-Sep-13	International designating EU, UK, RU, US	Registered: Deadline for renewal is: 29-Sep-2023	GT GETTAXI LTD.	Registered

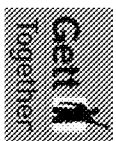



	T-9952-INT-US	39	79140387	29-Sep-13	4615641	07-Oct-14	United States	Registered. Deadline to file 10th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 07-Oct-2024	GT GETTAXI LTD.	Registered
	T-9952-INT-EU	39	1186572	29-Sep-13	1186572	29-Sep-13	European Union		GT GETTAXI LTD.	Registered
	T-9952-INT-GB	39	UK00801186572	29-Sep-13	UK00801186572	29-Sep-13	United Kingdom		GT GETTAXI LTD.	Registered
	T-9952-INT-RU	39	1186572	29-Sep-13	1186572	29-Sep-13	Russia		GT GETTAXI LTD.	Registered
	T-9953-IL	37, 39, 44	271124	31-Dec-14	271124	31-Oct-16	Israel	Registered. Deadline for renewal is: 31-Dec-2024	GT GETTAXI LTD.	Registered

 GETT & DESIGN	T-9953-INT	37, 39, 44	1266984	31-Dec-14	1266984	31-Dec-14	International designating the EU, UK & RU	Registered. Absolute deadline for renewal is: 31-Dec-2024	GT GETTAXI LTD.	Registered
	 GETT & DESIGN	T-9953-INT-EU	37, 39, 44	1266984	31-Dec-14	1266984	31-Dec-14	European Union		GT GETTAXI LTD.
 GETT & DESIGN	T-9953-INT-GB	37, 39, 44	UK00801266984	31-Dec-14	UK00801266984	31-Dec-14	United Kingdom		GT GETTAXI LTD.	Registered
	 GETT & DESIGN	T-9953-INT-RU	37, 39, 44	1266984	31-Dec-14	1266984	31-Dec-14	Russia		GT GETTAXI LTD.
GETT DELIVERY	T-572573-IL	09, 39 and 42	297508	21-Aug-17	297508	01-Jan-2018	Israel	Registered. Deadline for renewal is: 21-Aug-2027	GT GETTAXI LTD.	Registered

GETT DELIVERY LOGO 	T-572825-US	09, 39 and 42	87620700	25-Sep-17	5506635	03-Jul-2018	United States	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 03-Jul-2024	GT GETTAXI LTD.	Registered
GETT DELIVERY LOGO 	T-572825-IL	09, 39 and 42	297509	21-Aug-17	297509	01-Jan-2018	Israel	Registered. Deadline for renewal is: 21-Aug-2027	GT GETTAXI LTD.	Registered
GETT DELIVERY LOGO 	T-572825-INT	09, 39 and 42	1378771	25-Sep-2017	1378771	25-Sep-2017	International designating the EU, UK, RU, US	Registered. Deadline for renewal is: 25-Sep-2027	GT GETTAXI LTD.	Registered
GETT DELIVERY LOGO 	T-572825-INT-US	09, 39 and 42	79222498	25-Sep-2017	5478086	29-May-2018	United States	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 29-May-2024	GT GETTAXI LTD.	Registered
GETT DELIVERY LOGO 	T-572825-INT-EU	09, 39 and 42	1378771	25-Sep-2017	1378771	25-Sep-2017	European Union		GT GETTAXI LTD.	Registered

	T-572825-INT-GB	09, 39 and 42	UK0080137 8771	25-Sep-2017	UK008013 78771	25-Sep-2017	United Kingdom		GT GETTAXI LTD.	Registered
	T-572825-INT-RU	09, 39 and 42	1378771	25-Sep-2017	1378771	25-Sep-2018	Russia		GT GETTAXI LTD.	Registered
	T-572572-IL	09, 38, 39 and 42	297506	21-Aug-17	297506	04-Sep-2018	Israel	Registered. Deadline for renewal is: 21-Aug-2027	GT GETTAXI LTD.	Registered
	T-572572-INT	09, 38, 39 and 42	1379753	25-Sep-2017	1379753	25-Sep-2017	International designating EU, UK, RU, US	Registered. Deadline for renewal is: 25-Sep-2027	GT GETTAXI LTD.	Registered
	T-572572-INT-EU	09, 38, 39 and 42	1379753	25-Sep-2017	1379753	25-Sep-2017	European Union		GT GETTAXI LTD.	Registered

	T-572572-INT-GB	09, 38, 39 and 42	UK00801379753	25-Sep-2017	UK00801379753	16-May-2018	United Kingdom		GT GETTAXI LTD.	Registered
	T-572572-INT-US	09, 38, 39 and 42	79222880	25-Sep-2017	5614073	27-Nov-2018	United States	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 27-Nov-2024	GT GETTAXI LTD.	Registered
	T-572572-INT-RU	09, 38, 39 and 42	1379753	25-Sep-2017	1379753	10-Jul-2018	Russia		GT GETTAXI LTD.	Registered
	T-9945-IL	38, 39, 42	287905	15-Sep-16	287905	03-Jun-2018	Israel	Registered. Deadline for renewal is: 15-Sep-2026	GT GETTAXI LTD.	Registered
	T-9945-INT	38, 39, 42	1346066	15-Sep-16	1346066	18-Sep-2016	International designating the EU, UK, RU, US	Registered. Deadline for renewal is: 18-Sep-2026	GT GETTAXI LTD.	Registered

	T-9945-INT-EU	38, 39, 42	1346066	18-Sep-16	1346066	27-Oct-17	European Union		GT GETTAXI LTD.	Registered
	T-9945-INT-GB	38, 39, 42	UK00801346066	18-Sep-16	UK00801346066	27-Oct-2017	United Kingdom		GT GETTAXI LTD.	Registered
	T-9945-INT-US	38, 39, 42	79208180	18-Sep-16	5362113	26-Dec-2017	United States	Registered: Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 26-Dec-2023	GT GETTAXI LTD.	Registered
	T-9945-INT-RU	38, 39, 42	1346066	18-Sep-16	1346066	27-Oct-17	Russia		GT GETTAXI LTD.	Registered

GETT TOGETHER	T-9946-IL	38, 39, 42	287906	15-Sep-16	287906	04-Sep-2018	Israel	Registered. Deadline for renewal is: 15-Sep-2026	GT GETTAXI LTD.	Registered
GETT TOGETHER	T-9946-INT	38, 39, 42	1346710	15-Sep-16	1346710	18-Sep-16	International designating RU, US	Registered. Deadline for renewal is: 18-Sep-2026	GT GETTAXI LTD.	Registered
GETT TOGETHER	T-9946-INT-US	38, 39, 42	79208459	18-Sep-16	5357283	19-Dec-2017	United States	Registered. Deadline to file 6 th years Affidavit of Use, and if applicable Declaration of Incontestability is: 19-Dec-2023	GT GETTAXI LTD.	Registered
GETT TOGETHER	T-9946-INT-RU	38, 39, 42	1346710	18-Sep-16	1346710	25-Jan-2018	Russia		GT GETTAXI LTD.	Registered
GETT PREMIUM	T-588167-RU	09, 38, 39, 42	2019731095	27-Jun-2019	746880	13-Feb-2020	Russia	Registered. Deadline for renewal is: 27-Jun-2029	GT GETTAXI LTD.	Registered

EXECUTION PAGE

THE BORROWER

EXECUTED and DELIVERED as a DEED

By: **GT GETTAXI LIMITED**

Dave Waiser Signature of authorised signatory

Dave Waiser Name of authorised signatory

in the presence of

Lyuba Kerbel Signature of witness

Lyuba Kerbel Name of witness

Voronezhskaya st., 34-1-13, Moscow, Russia Address of witness

DOOBOO

EXECUTED and DELIVERED as a DEED

By: **DOOBOO HOLDING LIMITED**

Dave Waiser Signature of authorised signatory

Dave Waiser Name of authorised signatory

in the presence of

Lyuba Kerbel Signature of witness


Lyuba Kerbel Name of witness

Voronezhskaya st., 34-1-13, Moscow, Russia Address of witness

THE EXISTING LENDER

EXECUTED and **DELIVERED** as a **DEED**

By: **LLC "SBERBANK INVESTMENTS"** acting
by an authorised signatory under the authority
of that company



Signature of authorised signatory


Evgeny Malygin

Name of authorised signatory

THE RESIGNING FACILITY AGENT

EXECUTED and **DELIVERED** as a **DEED**

By: **LLC "SBERBANK INVESTMENTS"** acting
by an authorised signatory under the authority
of that company



Signature of authorised signatory


Evgeny Malygin

Name of authorised signatory

THE RESIGNING SECURITY AGENT

EXECUTED and **DELIVERED** as a **DEED**

By: **LLC "SBERBANK INVESTMENTS"** acting
by an authorised signatory under the authority
of that company



Signature of authorised signatory

Evgeny Malygin

Name of authorised signatory

THE NEW LENDER

EXECUTED and **DELIVERED** as a **DEED**

By: **VNV (CYPRUS) LIMITED** acting
by an authorised signatory under the authority
of that company

Boris Sinegubko Signature of authorised signatory

Boris Sinegubko Name of authorised signatory

THE NEW FACILITY AGENT

EXECUTED and **DELIVERED** as a **DEED**

By: **VNV (CYPRUS) LIMITED** acting
by an authorised signatory under the authority
of that company

Boris Sinegubko Signature of authorised signatory

Boris Sinegubko Name of authorised signatory

THE NEW SECURITY AGENT

EXECUTED and **DELIVERED** as a **DEED**

By: **VNV (CYPRUS) LIMITED** acting
by an authorised signatory under the authority
of that company

Boris Sinegubko Signature of authorised signatory

Boris Sinegubko Name of authorised signatory

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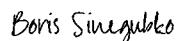
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Signer Events**Signature****Timestamp**

Boris Sinegubko

boris@vostoknewventures.com.cy

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Dave Waiser

shahar@gett.com

CEO

Security Level: Email, Account Authentication
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Evgeny Malygin

Malygin.E.M@sberbank.ru

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(None)

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Signed: 3/31/2022 11:49:28 AM

Signature Adoption: Drawn on Device

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