

ANNEX 3
TO THE
TERMS AND CONDITIONS OF THE YOOK OÜ UP TO EUR 6,000,000 SECURED BOND
ISSUANCE PROGRAMME
FORM OF THE
SHARE PLEDGE AGREEMENT

This share pledge agreement (the “**Agreement**”) is made on [**] by and between:

- (1) **Yook OÜ**, an Estonian private limited company with registry code 16224546 (the “**Pledgor**”);
and
- (2) **TRINITI Collateral Agent XVII OÜ**, an Estonian private limited company with registry code [**]
(the “**Pledgee**”),

the Pledgor and the Pledgee hereinafter together referred to as the “**Parties**” and each separately as the “**Party**”.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 In addition to terms defined elsewhere in this Agreement, wherever used in this Agreement, unless stated otherwise or unless the context otherwise requires, the following capitalised words and expressions will have the meanings ascribed to them below:

“**Account Administrator**” means any credit or financial institution(s) acting as operator of the securities account of a Party;

“**Articles of Association**” means the articles of association of the Company;

“**Bond Terms**” means the terms and conditions of the Bonds dated 22 April 2026 establishing a programme for the issuance of secured Bonds with the aggregate nominal value of up to EUR 6,000,000;

“**Business Day**” means a day on which commercial banks and foreign exchange markets settle inter-bank payments in euro in Tallinn and which is a settlement day of the Register;

“**Company**” means YOOK Production AS, an Estonian public limited company registered with the Estonian Commercial Register under number 10091392;

“**Enforcement Event**” means the occurrence of an event when all conditions defined as “Enforcement Conditions” in Section 12.1 (a) of the Bond Terms are fulfilled;

“**Option Shares**” has the meaning given to the term in the Bond Terms;

“**Pledge**” means the pledge created (or purported to be created) over the Pledged Shares and the Related Rights in favour of the Pledgee pursuant to Clause 3 of this Agreement;

“**Pledged Property**” means (i) the Pledged Shares and (ii) any Related Rights attaching thereto;

“**Pledged Shares**” means collectively: (a) the Pledgor’s Existing Shares and (b) the Pledgor’s New Shares;

“Pledgor’s Existing Shares” means the 8,400 shares of the Company with nominal value of EUR 32 per each share and the total aggregate nominal value of EUR 268,800 as at the date of this Agreement, representing in aggregate 100% of the registered and paid-up share capital of the Company and 100% of all votes in the Company as at the date of this Agreement;

“Pledgor’s New Shares” mean any new shares of the Company, as may be from time to time issued by the Company to the Pledgor or acquired by the Pledgor, excluding for the avoidance of doubt any Option Shares;

“Proceeds” mean the proceeds received by the Pledgee from the enforcement of the Pledge, including any monies received by the Pledgee as a result of enforcing its rights in respect of the Related Rights;

“Register” means Estonian Register of Securities operated by Nasdaq CSD SE Estonian branch (registry code 14306553, registered address Maakri tn 19/1, 10145 Tallinn, Estonia) or any of its successors or assigns in which the Pledged Shares are registered;

“Registration” means registration and establishment of the Pledge in the Register in favour of the Pledgee in accordance with applicable laws and procedures of the Register;

“Related Rights” mean all transferrable proprietary and property rights (in Estonian: *varalised õigused*) and claims attaching to or deriving from any Pledged Shares or which belong to the Pledgor by reason of holding any of the Pledged Shares, including any rights and claims to receive: (a) dividends, distributions and any other benefits or moneys paid or payable in relation to the Pledged Shares; (b) any shares, securities, financial instruments or property accruing or offered at any time by way of redemption, bonus, preference or otherwise to or in respect of the Pledged Shares or in substitution or exchange for the Pledged Shares; (c) any payments in relation to reduction of the nominal or face value or cancellation of any Pledged Share or part thereof or any other compensation for any Pledged Share or part thereof; and (d) any part of Company’s assets after liquidation and/or any liquidation proceeds attributable to the Pledged Shares;

“Secured Obligations” has the meaning given to the term in the Bond Terms;

“Security” means mortgage, pledge or any other security interest securing the obligations of any third party, excluding the Pledge;

“Security Period” means the period beginning on the date of this Agreement and ending on the date on which all Secured Obligations have been finally paid and discharged in full;

“Winding-up” means any resolution passed or order made for the winding up, dissolution or insolvency (including the commencement of any proceedings relating to bankruptcy (in Estonian: *pankrot*), court supervised restructuring (in Estonian: *saneerimine*) or liquidation (in Estonian: *likvideerimine*)) or any analogous procedure or step in any jurisdiction.

1.2 In this Agreement, unless the contrary intention appears, a reference to:

- (a) capitalised terms used but not defined in this Agreement shall have the meanings given to them in the Bond Terms unless explicitly stated otherwise in this Agreement;
- (b) a person includes such party's successors in title and permitted transferees and assigns;
- (c) this Agreement or any other document, agreement or instrument is a reference to this Agreement or any other document, agreement or instrument as amended, novated, supplemented, restated or replaced from time to time;
- (d) an Enforcement Event being “continuing” means that it has not been remedied or waived;

- (e) a term in the English language (or any version of it) given a counterpart (in brackets) in the Estonian language in this Agreement shall be construed:
 - (i) as having been given that counterpart every time when that term (in any version) is used (whether then actually accompanied by the Estonian language counterpart or not); and
 - (ii) in the event that the precise legal meaning of the English and Estonian terms differ, as having the meaning of that Estonian counterpart;
- (f) a Clause or a Schedule is a reference to a clause of, or a schedule to, this Agreement except as otherwise indicated in this Agreement; and

1.3 Notwithstanding anything to the contrary in this Agreement, the matters permitted by the Bond Terms (such as permitted disposals and permitted transactions and the existence and creation of permitted security over assets and permitted release of the collateral, if any) shall not be restricted by this Agreement (i.e. the Pledgor shall not be required to request any consent from the Pledgee for that purpose). Further, to the extent the Pledgee's action is required for the execution of any of the transactions outlined in this Agreement, the Pledgee shall take such action to ensure that such transactions can be executed as permitted under the Bond Terms or this Agreement, provided however, that the Pledge must remain fully valid and perfected in an agreed extent.

2. REPRESENTATIONS

- 2.1 The Pledgor hereby represents to the Pledgee on the date of this Agreement that, other than as permitted under the Bond Terms:
- (a) the Pledgor is the owner of and has full title to the Pledgor's Existing Shares in respect of which it is entered as a shareholder in the list of shareholders maintained by the Register and the Related Rights attaching thereto;
 - (b) other than the Pledge, the Pledgor's Existing Shares and Related Rights belonging to the Pledgor are not subject to any Security and, on the date of this Agreement, the Pledgor does not hold any shares in the Company other than the Pledgor's Existing Shares;
 - (c) the Pledgor has acquired the Pledgor's Existing Shares and the Related Rights attaching thereto in accordance with respective legal acts and it has not entered into any agreements for disposal of such Pledgor's Existing Shares or the Related Rights attaching thereto, and the Pledgor has not waived any of its rights arising from the Pledgor's Existing Share and the Related Rights against the Company (without prejudice to the exercise of the Related Rights in accordance with Clause 4.5);
 - (d) the Pledgor's Existing Shares are duly authorised, validly issued, fully paid, duly registered and freely transferable, there are no proceeds or liabilities outstanding from the Pledgor in respect of the Pledgor's Existing Shares and there are no disputes (in or out of court) over the ownership or title of the Pledgor's Existing Shares;
 - (e) this Agreement constitutes legally valid and binding obligations of the Pledgor and validly creates in accordance with its terms a first priority security over the Pledged Property owned by the Pledgor in favour of the Pledgee enforceable in accordance with its terms;
 - (f) no resolution or decision is outstanding as at the date of this Agreement on (i) reduction of the Company's share capital either by way of cancelling the shares of the Company or reduction of their nominal value or (ii) increasing of the Company's share capital either by way of issuing new shares or increasing nominal value of the existing shares or (iii) changing the rights attaching to the Pledged Shares owned by the Pledgor; this

representation is given without prejudice to, and does not limit, any resolutions or decisions that have been or may be adopted for the purposes of the issuance of the Option Shares;

- (g) the execution and the performance of this Agreement does not and will not breach the corporate documents (including Articles of Association) of the Company or any law or legal or administrative act or court order by which the Pledgor or the Company is bound;
- (h) all necessary authorisations for entering into this Agreement and establishing the Pledge as foreseen under the Articles of Association have been obtained;
- (i) to the Pledgor's knowledge, no Winding-up proceedings are pending or threatened at the date of this Agreement in relation to the Pledgor, the Company or their assets.

3. ESTABLISHMENT AND RECORDING OF THE PLEDGE

3.1 The Pledgor hereby pledges, on the terms and conditions set out herein, all rights, title and interest in and to the Pledged Property to the Pledgee for the purpose of constituting a first priority security for the due and punctual payment, discharge and performance of the Secured Obligations.

3.2 The Pledge shall enter into force upon the signing by the Parties of the Agreement and shall remain in force until released in accordance with Clause 8. The Pledged Property owned by the Pledgor as at the date of this Agreement shall be pledged as of the date of this Agreement. The Pledged Property acquired by the Pledgor after the date of this Agreement shall be pledged as of the date of acquisition of such Pledged Property by the Pledgor. For the avoidance of doubt, the Related Rights relating to the Pledged Shares shall be deemed to be pledged together with the Pledged Shares as of the moment of creation of the Pledge over the relevant Pledged Shares.

3.3 The Pledgor and the Pledgee agree that:

- (a) the Pledgor grants to the Pledgee the irrevocable right to dispose of (in Estonian: *tagasivõtmatu käsutusõigus*) the Pledged Shares within the meaning of § 16 (3) 3¹ of the Act; and
- (b) the Pledgor shall not be entitled to dispose the Pledged Shares without the prior written consent of the Pledgee, i.e. the Parties agree on the restriction of disposal of the Pledged Shares (in Estonian: *käsutuspiirang*) as specified in § 16 (3) 3² of the Act.
- (c) the pledge shall extent to the issue of any new shares in the Company, i.e. the Parties agree on the restriction as specified in § 16 (3) 3³ of the Act. In case Options Shares are issued in accordance with the Bond Terms, the Pledgee shall issue required waiver or release any pledge over Option Shares without delay and without need for a Bondholders' consent.

3.4 The Pledgor shall:

- (a) promptly (but not later than within 3 Business Days) after the execution of the Agreement take all steps reasonably required to perform the Registration on the terms and conditions specified in this Agreement;
- (b) promptly (but not later than within 3 Business Days) after the execution of the Agreement, in accordance with § 317 of the Law of Property Act (in Estonian: *asjaõigusseadus*), notify the Company of the establishment of the Pledge and cause the Company to acknowledge the Pledge in the form set out in Annex 1; and
- (c) promptly (but not later than within 5 Business Days) after the execution of the Agreement provide proof of the Registration.

- 3.5 The Pledgee shall (within the time period specified in Section 3.4(a)) give an order to the Account Administrator corresponding to the order of the Pledgor given under Section 3.4(a) in order to perform the Registration in the Register in favour of the Pledgee. In case of the Pledgor acquires any Pledgor's New Shares after the date of the Agreement, the Pledgee shall give to the Account Administrator the order necessary for pledging such Pledgor's New Shares by the Pledgor if required to do so under the applicable laws or regulations of the Register.
- 3.6 The Pledgee hereby undertakes not to use the right to dispose of the Shares referred to in paragraph 3.3(a) above unless an Enforcement Event has occurred and agrees that it shall use such right only in accordance with the provisions of this Agreement.
- 3.7 Whenever any Pledgor's New Shares in the Company are issued to or acquired by the Pledgor, all such Pledgor's New Shares (and the Related Rights relating to such Pledgor's New Shares) shall be deemed to be pledged under this Agreement and the Pledgor shall take all actions reasonably required to be taken by the Pledgor to ensure that the Pledge over such Pledgor's New Shares (and the Related Rights relating to such Pledgor's New Shares) duly registered in the Register in favour of the Pledgee under this Agreement within 5 (five) Business Days of such event occurring.
- 3.8 If the Pledgor fails to duly perform its obligations under this Clause 3, and does not remedy such failure within 5 (five) Business Days from the occurrence of the failure, the Pledgee shall be entitled, if it deems so fit, to take actions, on behalf and at the cost of the Pledgor, to perform such obligations. The Pledgor hereby irrevocably authorises the Pledgee to do whatever necessary to establish and register the Pledge over the Pledged Property on the terms and conditions set forth in this Agreement. Without limiting the effect of the authorisation issued under the previous sentence, if the Pledgee so requests, the Pledgor shall, promptly and in any case not later than within 7 (seven) Business Days of the Pledgee's such respective request, deliver to the Pledgee all necessary documents evidencing the granting of the power of attorney in such form as may be required by the Pledgee to perform the acts described in this Clause.

4. EXERCISE OF VOTING RIGHTS AND RELATED RIGHTS

Exercise of voting rights

- 4.1 For as long as no Enforcement Event has occurred and at any time after such Enforcement Event is no longer continuing, the Pledgor may, subject to the terms of the Bond Terms, retain and exercise any and all voting rights attaching to the Pledged Shares.
- 4.2 Following the occurrence of an Enforcement Event which is continuing, the Pledgee may, if it chooses so, acting in good faith and having notified the Company and the Pledgor thereof, exercise voting rights attaching to the Pledged Shares arising under applicable law or the Articles of Association in order to: (a) protect the interests of the Pledgee under the Bond Terms (including, for the avoidance of doubt, to protect or preserve the value of the Pledged Property or enforceability of the Pledge) or (b) facilitate the enforcement of the Pledge in accordance with this Agreement.
- 4.3 For the purposes of Clause 4.2 above, the Pledgor hereby irrevocably authorises the Pledgee, in its capacity of the pledgee, to exercise all voting rights attaching to the Pledged Shares for the purposes listed in Clause 4.2 above and undertakes to issue and deliver to the Pledgee a power of attorney substantially in the form set out in Annex 2. For the avoidance of doubt, the Pledgee shall be entitled to use the above voting rights and authorisation only after an Enforcement Event has occurred and for as long as the same is continuing and the relevant authorisation shall not entitle the Pledgee to enter into any transactions or assume any liabilities on behalf of the Pledgor.

Exercise of Related Rights

- 4.4 For as long as no Enforcement Event has occurred and at any time after such Enforcement Event is no longer continuing, the Pledgor shall be entitled to retain and exercise any and all

Related Rights attaching to the Pledged Shares (including the right to claim, collect, retain, use, modify and transfer any amounts, distributions, benefits and property arising out of the exercise of the Related Rights) to the extent not contrary to the terms of the Bond Terms. In order to enable the Pledgor to exercise the right specified in the previous sentence the Pledgee waives its rights under § 316 (1), § 316(2), § 319(1) and § 319⁵(1) of the Law of Property Act (in Estonian: *asjaõigusseadus*) in relation to the relevant exercise of the Related Rights and agrees that for as long as no Enforcement Event is continuing the Pledgor has the sole right to exercise the Related Rights as set out above and the Company may perform its relevant obligations solely to the Pledgor (and not to the Pledgor and Pledgee jointly). For the avoidance of doubt the waiver referred above applies only to the extent it is necessary for the exercise of Related Rights.

- 4.5 After an Enforcement Event has occurred and as long as the same is continuing, the Pledgee shall have the exclusive right to exercise the Related Rights and may, if it chooses so, acting in good faith and having notified the Company and the Pledgor thereof, demand that all payments and disbursements arising out of the exercise of the Related Rights shall be made by the Company directly to the Pledgee to the bank account indicated to the Company by the same, in which case the relevant Proceeds shall be applied by the Pledgee towards discharge of the Secured Obligations in accordance with the provisions of the Bond Terms.

5. UNDERTAKINGS OF THE PLEDGOR

- 5.1 Unless otherwise permitted by the Bond Terms, the Pledgor shall without the Pledgee's consent not:

- (a) sell, transfer, assign or otherwise dispose of any Pledged Shares owned by the Pledgor;
- (b) create, extend or permit to subsist any Security over any Pledged Property owned by the Pledgor;
- (c) vote in favour of any resolutions for the issue of any new shares in the Company, except (i) with respect to Option Shares or (ii) to the extent permitted under the Bond Terms or (iii) for issuing the shares to the Pledgor or any entity that is under the Pledgor's 100% control, provided that such shares will be pledged in accordance with or *mutatis mutandis* to this Agreement;
- (d) take or permit any actions in order to deregister the shares of the Company from the Register;
- (e) take any action to amend the provisions of Articles of Association in a manner that may materially harm the interests of the Pledgee under this Agreement.

- 5.2 The Pledgor shall:

- (a) at its own expense, promptly and duly execute any document and do such other acts and things which may be reasonably necessary or appropriate to create, perfect, renew or maintain the Pledge created pursuant to this Agreement;
- (b) inform the Pledgee of any circumstances, which could affect the validity or enforceability of the Pledge;
- (c) give to the Pledgee all information and documents in its possession (and the Pledgor shall cause the Company to give to the Pledgee all information and documents in its possession) that the Pledgee may reasonably request from time to time about the Pledged Shares and/or the Related Rights; and
- (d) promptly notify the Pledgee of any breach of Clause 5.

6. ENFORCEMENT OF THE PLEDGE

6.1 Upon the occurrence of an Enforcement Event which is continuing, the right of sale (in Estonian: *müügiõigus*) as set out in § 292 (2) of the Law of Property Act shall be considered to have emerged and the Pledgee will have the right, at its sole discretion, to:

- (a) sell the Pledged Property at public or limited auction or without an auction (private sale) in accordance with this Clause 6;
- (b) demand that the Pledged Property be sold by a bailiff at public auction or in any other way permitted by applicable law;
- (c) claim and collect any moneys and amounts payable by the Company in respect of the Pledged Property;
- (d) exercise any other rights arising from the Bond Terms and applicable laws and enforce the Pledge in any other manner permitted by applicable law;

and shall apply the Proceeds from the enforcement of the Pledge towards the discharge and satisfaction of the Secured Obligations.

6.2 Subject to Clause 6.5, the Pledgee shall be entitled to enforce the Pledge pursuant to Clause 6.1 by giving a 10 (ten) Business Day advance notice to the Pledgor. The Pledgee shall not be obliged to complete any sale of the Pledged Property regardless of notice of sale having been given.

6.3 The method of the enforcement and the conditions of the sale of the Pledged Property shall be determined by the Pledgee in accordance with the Bond Terms and this Agreement.

6.4 Upon the sale of the Pledged Shares and the Pledged Property, the Pledgor shall take any action which may be required pursuant to applicable law or this Agreement to effect such sale and transfer.

6.5 When selling (or arranging the sale of) the Pledged Property:

- (a) the Pledgee will act in good faith with a view to selling the Pledged Property for reasonable commercial value; however, the Pledgee shall not be obliged to incur unusual costs or agree to unusual time limits or to other unusual conditions in order to fulfil that obligation; and
- (b) the Pledgee shall allow the Pledgor and/or persons nominated by the Pledgor an opportunity to submit offers for purchasing the Pledged Property on similar terms and conditions as other potential buyers. The Pledgee shall treat the Pledgor and persons nominated by the Pledgor equitably with all other proposed buyers upon conducting the sale and assessing the offers.

6.6 Once the Enforcement Event has ceased to exist, the enforcement of the Pledge shall be ceased. Any subsequent remedy of an Enforcement Event shall, however, not in any way prejudice such actions which had been already taken whilst such Enforcement Event was continuing, such as actions taken to enforce the Pledge.

6.7 Upon enforcement of the Pledge hereunder, the Pledgee shall be entitled to disclose any information about the Pledgor, the Company, and the Pledged Property to any person that the Pledgee considers appropriate or necessary in connection with any enforcement under this Clause 6, provided that such persons will be, prior to the disclosure of any such information by the Pledgee, bound by confidentiality and non-disclosure undertaking towards the Pledgor under a non-disclosure agreement on the terms and conditions complying to general market standard.

7. APPLICATION OF PROCEEDS

All Proceeds received or receivable by or on behalf of the Pledgee by virtue of the operation of law or through the exercise of its rights, powers and remedies under this Agreement, together with any other sum then held by or on behalf of the Pledgee under this Agreement, shall be applied by the Pledgee towards the discharge of Secured Obligations in accordance with Section 13 of the Bond Terms. When all the Secured Obligations have been duly paid and discharged in full, the surplus (if any) will be returned to the Pledgor or any other person designated by the Pledgor within 5 Business Days following receipt of the Proceeds by the Pledgee.

8. CONTINUING SECURITY, RELEASE OF PLEDGE

- 8.1 The Pledge created pursuant to this Agreement will be a continuing security and extends to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or satisfaction of any part of the Secured Obligations but will secure the ultimate balance of the Secured Obligations and shall remain in full force and effect until the end of the Security Period, unless the Parties have agreed to terminate the Pledge earlier in writing.
- 8.2 The Pledge created under this Agreement is in addition to and is not in any way prejudiced by any present or future pledge, guarantee or other security given in respect of the Secured Obligations.
- 8.3 The rights, powers and remedies of the Pledgee arising under this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by applicable law.
- 8.4 When the Security Period has ended or the Pledge otherwise terminated, the Pledgee will, without undue delay, but in any case, not later than five Business Days from receiving a respective written request by Pledgor, instruct the Company to delete the Pledge from the Company's share ledger (in the Register). The Pledgee shall be indemnified in respect of any costs related to the release of the Pledge in accordance with the Bond Terms.

9. MISCELLANEOUS

- 9.1 **Notices.** The terms of clause 14 (*Notices*) of the Bond Terms shall apply as if incorporated into this Agreement and any notice given under or in connection with this Agreement with references in such clause to "these Terms" being deemed references to this Agreement, any reference to "Issuer" being deemed references to Pledgor and any reference to "Collateral Agent" being deemed references to Pledgee, the parties hereto agree to be bound by terms, *mutatis mutandis*, identical to those applying pursuant to clause 14 (*Notices*) of the Bond Terms to the parties of that document.
- 9.2 **Amendments.** Any amendment to, waiver by a Party of any of the terms or conditions of, or consent given by a Party under this Agreement must be in writing, signed by respective Party and, in the case of an amendment, by the other Parties.
- 9.3 **Assignment.** Subject to the terms of the Bond Terms, the Pledgee may assign or transfer any of its rights and/or obligations under this Agreement to a successor collateral agent in accordance with the provisions of the Bond Terms. The Pledgor may not assign or transfer any of its rights and obligations hereunder without the prior written consent of the Pledgee.
- 9.4 **Governing Law.** This Agreement, and any non-contractual obligations arising out of or in relation thereto, is governed by and construed in accordance with the laws of the Republic of Estonia.
- 9.5 **Jurisdiction.** Any dispute, controversy or claim arising from or otherwise related to this Agreement (including a dispute relating to the breach, existence, validity or termination of this

Agreement or any amendments thereto or any non-contractual obligation arising out of or in relation to this Agreement) must be brought to the Harju County Court (in Estonian: *Harju Maakohus*) as the court of first instance.

9.6 **Counterparts.** This Agreement 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 this Agreement.

SIGNATURES

Pledgor – Yook OÜ

Pledgee – TRINITI Collateral Agent XVII OÜ

Mark Eikner
Member of the Management Board

Ergo Blumfeldt
Member of the Management Board

ANNEX 1. NOTICE TO THE COMPANY

To: YOOK Production AS (the “**Company**”)
Estonian registration number 10091392

Cc: TRINITI Collateral Agent XVII OÜ (“**Pledgee**”)
Estonian registration number [**]

Dated [**]

This is to notify you that pursuant to a share pledge agreement dated [**] between Yook OÜ (Estonian registry code 16224546) as pledgor (“**Pledgor**”) and the Pledgee (the “**Agreement**”), the Pledgor has pledged to the Pledgee (a) all shares of the Company owned by Pledgor (the “**Pledged Shares**”), and (b) any proprietary rights and claims attaching to or deriving from such Pledged Shares (the “**Related Rights**”). Further, the pledge created under the Agreement shall also extend to new shares as may be acquired by the Pledgor in the future, however, excluding any Option Shares, as further defined in the Agreement, which shall form part of the Pledged Shares.

The Pledgor and the Pledgee have agreed that, until the occurrence of an Enforcement Event (as defined in the Agreement and which may be evidenced, among other, by the delivery of the Pledgee’s relevant notification to you), the Pledgor may retain and exercise any and all voting rights and Related Rights attaching to the Pledged Shares, including the right to claim, collect, retain, use, modify and transfer any amounts, distributions, benefits and property arising out of the exercise of the Relating Rights.

After the occurrence of an Enforcement Event (which may be evidenced, among other, by the delivery of the Pledgee’s relevant notification to you), the Pledgee may choose to exercise the voting rights under the authorisation granted by the Pledgor and may claim and collect any and all Related Rights, in which case the Related Rights must be performed and all payments and disbursements arising out of the Related Rights must be made by the Company directly to the Pledgee to the bank account indicated to you by the same, unless the Pledgee agrees otherwise. If the Pledgee notifies you about the intention to exercise the shareholder’s rights attached to the Pledged Shares instead of and on behalf of the Pledgor, you must rely on such notification and allow and accept such exercise of the shareholder’s rights by the Pledgee, without further inquiry. We hereby agree and irrevocably authorise you to give to the Pledgee any information it may reasonably request from time to time about the Company, the Pledged Shares and the Related Rights.

We hereby irrevocably instruct you, by signing this acknowledgement, to agree to comply with the terms of the Agreement outlined above.

This acknowledgement shall constitute an agreement for the benefit of the Pledgee (in the meaning of § 80 of the Law of Obligations Act (in Estonian: *võlaõigusseadus*), i.e. agreement for benefit of third party, in Estonian: *“leping kolmanda isiku kasuks”*) and may not be amended, cancelled or otherwise terminated without the prior written consent of the Pledgee, and the Pledgee shall have exclusive right to claim performance of the undertakings stipulated in this acknowledgement from the Company and/or us, the Pledgor. This notice and your acknowledgement have been issued in accordance with § 317 of the Law of Property Act (in Estonian: *asjaõigusseadus*).

This acknowledgement is governed by the laws of the Republic of Estonia. Any disputes arising therefrom shall be settled in Harju County Court (in Estonian: *Harju Maakohus*), located in Tallinn, the Republic of Estonia.

We kindly ask you to confirm to us and to Pledgee that you accept the terms hereof by countersigning this letter below and returning a copy to each of Pledgor and Pledgee.

Yours faithfully,

Mark Eikner
Management Board member of Yook OÜ

ACKNOWLEDGEMENT

Dated [**]

We hereby acknowledge the receipt of the above letter and a copy of the Agreement and agree to comply with the terms thereof. Further, we confirm that and prior to this notification, we have not been notified of any pledge or other encumbrance of any kind on, over, with respect to or otherwise affecting any Pledged Property.

Yours faithfully,

Katre Kõvask
Management Board member of YOOK Production AS

ANNEX 2. FORM OF POWER OF ATTORNEY

POWER OF ATTORNEY

Dated [**]

This power of attorney is issued pursuant to the share pledge agreement dated [**] between Yook OÜ (Estonian registry code 16224546), as pledgor and TRINITI Collateral Agent XVII OÜ (Estonian registry code [**]) as pledgee (the “**Agreement**”).

Yook OÜ (the “**Principal**”), as the holder of 8,400 shares (“**Shares**”) of YOOK Production AS, an Estonian public limited company registered with the Estonian Commercial Register under number 10091392 (the “**Company**”), hereby empowers and authorizes TRINITI Collateral Agent XVII OÜ (the “**Attorney**”), to exercise any and all voting rights arising under the law or the articles of association of the Company to which the Principal is entitled as a shareholder of the Company, including to:

1. exercise voting rights attached to the Shares owned by the Principal;
2. attend any shareholders’ meeting and to vote at such meetings or outside of the shareholders’ meeting for all Shares owned by the Principal;
3. request and receive any information from the Company that a shareholder of the Company is entitled to request and receive for the purposes of exercise of the rights listed above; and
4. demand an extraordinary shareholders’ meeting to be convened by the management board of the Company.

This power of attorney has been granted with the right to delegate (in Estonian: *edasivolitamise õigus*) the powers arising herefrom to the employees and officers of the Attorney.

This power of attorney and the authorisation herein shall become effective on the date of the submission of notification of an Enforcement Event by the Attorney to the Company and it shall be valid until the Shares of the Company remain pledged in favour of the Attorney as pledgee under the Agreement.

Mark Eikner
Management Board member of Yook OÜ