

Guarantee Agreement

between

Moment Group AB (publ)

as Company

and

The limited liability companies named herein

as Guarantors

and

Intertrust (Sweden) AB

as Security Agent

on behalf of the Secured Parties

18 January 2021

Table of contents

1.	Definitions and Interpretation	1
2.	Guarantee and Indemnity	2
3.	Continuing Guarantee	3
4.	Reinstatement.....	3
5.	Waiver of Defences	3
6.	Warranties	4
7.	Undertakings	5
8.	Appropriations	6
9.	Creditor Protection.....	6
10.	Additional Security	7
11.	Guarantee Limitations.....	7
12.	Interest.....	8
13.	Payments	8
14.	Other indemnities	8
15.	Set-off	9
16.	Assignment and Succession.....	9
17.	Accession.....	10
18.	Miscellaneous	10
19.	Notices	11
20.	Force Majeure and Limitation of Liability.....	12
21.	Governing Law and Jurisdiction.....	12

This Guarantee Agreement is dated 18 January 2021 and made between:

- (a) **Moment Group AB (publ)**, a public limited liability company incorporated under the laws of Sweden with business identity code 556301-2730 (the "**Company**");
- (b) **The limited liability companies** listed in Schedule 1 (*The Original Guarantors*) as guarantors (together with the Company, the "**Guarantors**"); and
- (c) **Intertrust (Sweden) AB**, acting for itself and as agent of the other Secured Parties (the "**Agent**").

Whereas:

- A.** The Guarantors have entered into this Guarantee in order to guarantee the obligations of the Obligors under the Senior Finance Documents, on the terms and conditions set forth herein.
- B.** This Guarantee is entered into subject to the terms of the Intercreditor Agreement.

It is hereby agreed as follows:

1. Definitions and Interpretation

- (a) In this Guarantee terms defined in the Intercreditor Agreement shall, unless otherwise defined herein or a contrary intention appears, have the same meaning when used in this Guarantee, and in addition the following terms shall have the following meanings:

"**Accession Letter**" means a document substantially in the form set out in Schedule 2 (*Form of Accession Letter*).

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 17 (*Accession*).

"**Competing Rights**" means any security or other right of each Guarantor (whether by way of set-off, counterclaim, subrogation, indemnity, contract or otherwise) exercisable against any person with a view to:

- (i) the Guarantor reducing any of the Guarantor's liabilities under or in connection with this Guarantee;
- (ii) the Guarantor obtaining reimbursement in respect of any of the Guarantor's liabilities under or in connection with this Guarantee; or
- (iii) the Guarantor having the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under the Senior Finance Documents or sharing in or enforcing any guarantee or security for the reduction or reimbursement of any such liabilities.

"**Due Date**" means the date the Security Agent demand a payment to be made pursuant to Clause 2 (*Guarantee and Indemnity*).

"**Guarantee**" means this Agreement.

"**Guarantor**" means the Guarantors together with any Additional Guarantor.

"**Intercreditor Agreement**" means the intercreditor agreement dated 18 January 2021 and entered into between, *inter alia*, the Security Agent, the Company and the Secured Parties

"**Secured Obligations**" shall have the meaning ascribed thereto in the Intercreditor Agreement.

"**Secured Parties**" shall have the meaning ascribed thereto in the Intercreditor Agreement.

"**Senior Finance Documents**" shall have the meaning ascribed thereto in the Intercreditor Agreement.

"**Super Senior Term Facility Agreement**" shall have the meaning ascribed thereto in the Intercreditor Agreement.

- (b) Unless the context requires otherwise in this Guarantee:
- (i) the singular includes the plural and the masculine includes the feminine and neuter genders and vice versa;
 - (ii) references to a Clause or Schedule are to a clause or schedule of this Guarantee;
 - (iii) references to any other agreement, instrument or document are to such agreement, instrument or document as respectively amended, supplemented or substituted for the time being;
 - (iv) references to any statutory provision are to such statutory provision as modified or re-enacted for the time being and include any analogous provision or rule under any applicable law;
 - (v) references to "**obligations**" and "**liabilities**" include obligations and liabilities of every kind, whether actual or contingent, present or future, incurred alone or jointly with any other person; and
 - (vi) the Parties agree that this Guarantee shall constitute a Senior Finance Document under the Intercreditor Agreement.

2. Guarantee and Indemnity

Each Guarantor irrevocably and unconditionally, subject to any limitations set out in Clause 11 (*Guarantee Limitations*):

- (a) as principal obligor (Sw. *proprieborgen*), guarantees to each Secured Party punctual payment, at the place and in the currency in which an amount is expressed to be payable, and the performance by each Obligor of the Secured Obligations under the Senior Finance Documents;
- (b) undertakes with each Secured Party that whenever an Obligor does not pay any amount included in the Secured Obligation when due, the Guarantor shall immediately on demand pay to the Security Agent that amount, as if it was the principal obligor; and
- (c) undertakes to indemnify the Security Agent and each Secured Party immediately on demand by the Security Agent against any cost, loss or liability suffered by Security Agent and any Secured Party, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the indemnity shall be equal to the amount which the Security Agent and any Secured Party would otherwise (but for the cost, loss or liability suffered) have been entitled to recover.

3. Continuing Guarantee

This Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Senior Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

4. Reinstatement

If any payment made by a Guarantor or any discharge given by the Security Agent (acting on behalf the Secured Parties) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Guarantor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Security Agent and each of the other Secured Parties shall be entitled to recover the value or amount of that payment from each Guarantor, as if the payment, discharge, avoidance or reduction had not occurred.

5. Waiver of Defences

The obligations of each Guarantor under this Guarantee will not be affected by an act, omission, matter or thing which, but for this Clause 5 would reduce, release or prejudice any of its obligations under this Guarantee (without limitation and whether or not known to it or the Secured Parties) including:

- (a) any time, waiver or consent granted to, or composition with, the Guarantor, any Obligor or other person;
- (b) the release of the Guarantor, any Obligor or any other person under the terms of any composition or arrangement with any creditor, any claim or enforcement of payment;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Guarantor, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any claim or enforcement of payment from any Obligor and/or any other person;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (f) any amendment, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security;
- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Senior Finance Document or any other document or security; or
- (h) any insolvency or similar proceedings.

6. Warranties

- (a) The representations and warranties set out in paragraph (a) of this Clause 6 are made by each Guarantor to the Security Agent (acting on behalf the Secured Parties) on the date hereof:
 - (i) the Guarantor is able to pay its debts as they fall due and that it will not be rendered unable to do so as a result of entering into and performing this Guarantee;
 - (ii) the Guarantor has not been declared bankrupt or suffered or instituted similar proceedings, nor has it committed any act indicative of insolvency under the laws of any jurisdiction or had any judgment taken against it in any court;
 - (iii) the Guarantor is a limited liability company, duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has the power to own its assets and carry on its business as it is being conducted;
 - (iv) the Guarantor has the power and capacity to enter into and perform this Guarantee and has taken all necessary action to authorise the entry into, performance and delivery of, this Guarantee and the transactions contemplated hereunder;
 - (v) this Guarantee constitutes valid, legal and binding obligations of the Guarantor and is, subject to any general principles of law limiting its obligations, enforceable in accordance with its terms;

- (vi) all authorisations, approvals, consents and licences required in connection with the entry into, performance, validity, admissibility in evidence and enforceability of this Guarantee and the transactions contemplated hereunder have been (or will have been) obtained or effected and are in full force and effect;
 - (vii) the entry into and performance by the Guarantor, and the transactions contemplated by this Guarantee, do not:
 - (A) contravene any law or regulation or judicial or official order applicable to it; or
 - (B) conflict with its constitutional or governing documents or any of its resolutions; or
 - (C) conflict with any document which is binding upon it or any of its assets,
 - (viii) the Guarantor's payment obligations under this Guarantee will at all times rank at least *pari passu* with its other present and future unsecured and unsubordinated indebtedness (actual or contingent);
 - (ix) the copies of the constitutional documents of the Guarantor and the copy of the board minutes of the Guarantor approving the entry by the Guarantor into this Guarantee as furnished to the Security Agent (acting on behalf the Secured Parties) are true, complete and up to date copies and contain all the material terms and where such documents have been furnished in sample form, the other versions of such documents have substantially the same terms and conditions; and
 - (x) it is not required to make any deduction for or on account of tax from any payment it may make under this Guarantee.
- (b) The representations and warranties set out in paragraph (a) above (save for items (vi and ix)) are deemed to be repeated by each Guarantor (by reference to the facts and circumstances then existing) on each date that a representation in the Facilities Agreement is repeated in accordance with Clause 13 (*Representations*) of the Super Senior Term Facility Agreement.
- (c) Each Guarantor acknowledges that the Secured Parties has accepted this Guarantee in reliance upon the representations and warranties set out in paragraph (a) above.

7. Undertakings

Each Guarantor undertakes to the Security Agent (acting on behalf the Secured Parties), until all obligations under this Guarantee are irrevocably discharged in full, all of the undertakings set out in this Clause 7 from the date hereof:

- (a) it will obtain and maintain in full force and effect all consents and filings required under any applicable law or regulation:

- (i) to enable it to perform its obligations under this Guarantee; and
 - (ii) for the validity, enforceability or admissibility in evidence of this Guarantee,
- (b) it will:
 - (i) do all things necessary to maintain either its existence or its valid constitution (as appropriate); and
 - (ii) obtain and maintain in full force and effect all consents and filings (if any) necessary for the conduct of its business including any authorisation required from any regulatory organisation and any other authorisation or licence required.
- (c) It will not amend or agree to amend or alter its constitutional documents in any manner which could reasonably be expected to adversely affect this Guarantee.
- (d) It will promptly deliver to the Security Agent:
 - (i) details of any litigation, arbitration, administrative or regulatory proceedings relating to the Guarantor which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;
 - (ii) at the same time as it is sent to the creditors, any other material document or information sent to any class of its creditors generally; and
 - (iii) any other information in relation to it which the Security Agent may reasonably request.

8. Appropriations

Until all amounts which may be or become payable as Secured Obligations by the Obligors under or in connection with the Senior Finance Documents have been irrevocably paid in full, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held or received by the Security Agent in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same.

9. Creditor Protection

Each Guarantor warrants that, as at the date of this Guarantee, it has not taken, received or exercised any Competing Rights and agrees that that it will not in the future take, receive or exercise any Competing Rights until the Security Agent has confirmed in writing to the Guarantors that the Guarantors are released by the Security Agent from its obligations under this Guarantee.

10. Additional Security

This Guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Security Agent.

11. Guarantee Limitations

11.1 Swedish Guarantors

Notwithstanding anything to the contrary herein, the Guarantee provided and the obligations and liabilities of each Guarantor (other than the Company) incurred under this Agreement in respect of obligations owed by parties other than itself or its wholly owned subsidiaries shall be limited, if (and only if) required by the provision of the Swedish Companies Act (Sw. *Aktiebolagslagen (2005:551)*) regulating unlawful distribution of assets and transfer of value (Chapter 17, Sections 1 to 4) (assuming all steps open to each Guarantor and its shareholders to authorise such obligations have been taken) and it is understood that the liability of each Guarantor under this Agreement only applies to the extent permitted by the above-mentioned provisions of the Swedish Companies Act.

11.2 Norwegian Guarantors

Notwithstanding anything to the contrary herein, the Guarantee provided and the obligations and liabilities of each Norwegian Guarantor shall be limited, if (and only if) required by the mandatory provisions of sections 8-7, 8-10 and 8-11 of the Companies Act (Norwegian Private Limited Companies Act of 13 June 1997 No. 44 (No. *aksjeloven*) regarding unlawful financial assistance and restrictions on a Norwegian private limited liability company's ability to provide or grant benefits, loans, guarantees or security in favor of other group companies or its shareholder and their closely related parties. The obligations under this Guarantee shall however be interpreted so as to make a Norwegian Guarantor liable to the fullest extent permitted by the Companies Act. If any limitation is no longer applicable as a mandatory provision under the Companies Act, that limitation will no longer apply to the Guarantee.

11.3 Danish Guarantors

- (a) Notwithstanding the terms of this Guarantee, the Secured Obligations of a Guarantor incorporated in Denmark (each a "**Danish Guarantor**") and its Subsidiaries shall be deemed not to be assumed and shall not extend to include any obligations or liabilities to the extent that it would result in such Secured Obligations constituting unlawful financial assistance within the meaning of §§ 206 or 210 of the Companies Act (consolidated act no. 763 of 23 July 2019) as amended from time to time. Subject to clause (b), the obligations under this Guarantee shall however be interpreted so as to make a Danish Guarantor liable to the fullest extent permitted by the Companies Act. If any limitation is no longer applicable as a mandatory provision under the Companies Act, that limitation will no longer apply to the Guarantee.

- (b) Without prejudice to the limitations in paragraph (a) above, any guarantee, indemnity or similar third-party obligations or any security granted by a Danish Guarantor, shall further be limited to an amount equivalent to the lower of:
 - (i) the Equity (as defined below) of the relevant guarantor or security provider on the date of its accession to this Agreement or the relevant Security Document;
 - (ii) the Equity of the relevant guarantor or security provider on the date that payment is requested from it or any security is enforced,
- (c) For the purpose of paragraph (b) above, Equity shall mean the equity (*Da. egenkapital*) of the relevant guarantor or security provider calculated in accordance with applicable, generally applied, accounting principles of such guarantor or security provider, at the relevant time, however adjusted if and to the extent the book value is not equal to the market value.

12. Interest

- (a) The Guarantor agrees to pay default interest to the Security Agent (or as directed by the Security Agent) on all sums demanded under this Guarantee from the Due Date until, but excluding, the date of actual payment at a rate of two (2) per cent per annum.
- (b) Any default interest pursuant to paragraph (a) above shall accrue on a day-to-day basis, shall be calculated by the Security Agent on the basis of a 360 day year and shall be compounded in accordance with the usual practice of the Security Agent.

13. Payments

- (a) All sums payable by a Guarantor under this Guarantee shall be paid to the Security Agent (or as directed by the Security Agent) in full, without any set-off, condition or counterclaim and free and clear of all deductions or withholdings save only as may be required by law or regulation binding on it.
- (b) Each Guarantor waives any right it may have in any jurisdiction to pay any amount under this Guarantee in a currency or currency unit other than that in which it is expressed to be payable.

14. Other indemnities

Each Guarantor shall, on demand indemnify the Security Agent and each other Secured Party against any cost, loss, or liability expenses (including external legal and out-of-pocket expenses) incurred by it under or in connection with:

- (a) any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Guarantee;
- (b) any discharge or release of this Guarantee;

- (c) any breach by the Guarantor of any of the provisions of this Guarantee; and
- (d) the preservation or exercise (or attempted preservation or exercise) and the enforcement (or attempted enforcement) of any rights under or in connection with this Guarantee.

15. Set-off

- (a) The Security Agent may, without notice to the Guarantors and both before and after demand apply any:
 - (i) credit balance which is at any time held by the Security Agent for the account of the Guarantors; and/or
 - (ii) matured obligation owed to the Guarantors,in or towards satisfaction of any sum then due and payable from the Guarantors under this Guarantee.
- (b) For the purposes of exercising any rights under this Clause 15, or any rights under the general law, the Security Agent may convert or translate all or any part of such credit balance into another currency applying a rate which in the creditor's opinion fairly reflects the relative prevailing rates of exchange.
- (c) The Security Agent is not obliged to exercise any of its rights under this Clause 15 and such rights are without prejudice and in addition to any rights under the general law.
- (d) In this Clause 15 the expression "rights under the general law" means any rights of set-off, combination or consolidation of accounts, lien or similar rights to which the Security Agent is entitled under any applicable law.

16. Assignment and Succession

- (a) The Security Agent and each other Secured Party may, subject to the terms of the other Senior Finance Documents, grant a participation in or make an assignment or transfer or otherwise dispose of, the whole or any part of its rights and benefits under this Guarantee to any person whom the Security Agent and each other Secured Party rights and obligations under the other Senior Finance Documents simultaneously, in whole or in part, are transferred to. For the purpose of any such participation, assignment, transfer or disposal the Security Agent and each other Secured Party may disclose information about the Guarantors and the financial condition of each Guarantor as shall have been made available to the Security Agent by a Guarantor or which is otherwise publicly available.
- (b) No Guarantor may assign or transfer all or any part of its rights, benefits and or obligations under this Guarantee.

17. Accession

- (a) The Company shall procure that each company becoming a Subsidiary (as defined in the Intercreditor Agreement) becomes an Additional Guarantor and each such company shall become an Additional Guarantor if:
 - (i) the Company and the proposed Additional Guarantor deliver to the Security Agent a duly completed and executed Accession Letter; and
 - (ii) the Security Agent has received all of the documents, items and evidence reasonably requested for the purpose of effectuating the Accession Letter and the Guarantee.
- (b) The Security Agent shall notify the Company shall promptly upon being satisfied that it has received all the documents, items and evidence specified in paragraph (a)(ii) above.
- (c) The Security Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct and true, and the Security Agent does not have to verify or assess the contents of any such documentation. The conditions precedent are not reviewed by the Security Agent from a legal or commercial perspective of the Secured Parties.

18. Miscellaneous

- (a) The rights and remedies of the Security Agent and the Secured Parties under this Guarantee are in addition to and shall neither prejudice nor be prejudiced by any other security or right or remedy which is at any time available to the Security Agent and the Secured Parties (whether at law or pursuant to this Guarantee, another agreement or the order of any court).
- (b) No delay, omission, time or indulgence on the part of the Security Agent or any of the Secured Parties in exercising any right or remedy under this Guarantee shall impair that right or remedy or (in the absence of an express reservation to that effect) operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise of that or any other right or remedy.
- (c) If at any time one or more of the provisions of this Guarantee becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of this Guarantee shall not be affected or impaired in any way.
- (d) No variation or amendment of this Guarantee shall be valid unless made in writing and signed by or on behalf of the Guarantor (or pursuant to the terms with respect to the Obligors' Agent under the Intercreditor Agreement) and the Security Agent. Any waiver by the Security Agent and/or the Secured Parties of any breach or other terms of this Guarantee, and any consent or approval given by the Security Agent and/or the Secured Parties for the purposes of this

Guarantee, shall also be effective only if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is granted.

- (e) This Guarantee may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument.

19. Notices

- (a) Any communication to be made under or in connection with this Agreement, and any consent or waiver to be given by the Secured Parties thereunder, must be in English and shall be made in writing and, unless otherwise stated, may be made by fax, e-mail or letter.
- (b) The address of each party for any communication under or in connection with this Agreement is:

The Guarantors: [*Guarantor*]¹
 Moment Group AB (publ)
 Första Långgatan 3
 SE-413 27 Göteborg
 Sweden
 FAO: Martin du Hane
 E-mail: Martin.duHane@momentgroup.com

The Security Agent: Intertrust (Sweden) AB
 att: Mia Fogelberg and Kristofer Nivenius
 trustee@intertrustgroup.com
 Sveavägen 9, 10th floor
 111 57 Stockholm

or any substitute address as a party may notify to the other party by not less than five (5) Business Days' notice.

- (c) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:
- (i) if by way of fax, when received in legible form;
- (ii) if by way of e-mail, when received in readable form; or
- (iii) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details, if addressed to that department or officer.

¹ Drafting note: Relevant Guarantor's registered corporate identity to be inserted.

- (d) Any notice received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

20. Force Majeure and Limitation of Liability

- (a) Neither the Security Agent nor any of the Secured Parties shall be held responsible for any damage arising out of any Swedish or foreign legal enactment, or any measure undertaken by a Swedish or foreign public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Security Agent or a Secured Party takes such measures, or is subject to such measures.
- (b) Any damage that may arise in other cases, including in connection with the enforcement of the Pledge, shall not be indemnified by the Security Agent or a Secured Party if it has observed normal care. The Security Agent or any Secured Party shall not in any case be held responsible for any indirect damage, consequential damage and/or loss of profit. Should there be an obstacle as described above for the Security Agent or a Secured Party to take any action in compliance with this Agreement, such action may be postponed until the obstacle has been removed.

21. Governing Law and Jurisdiction

- (a) This Agreement is governed by Swedish law.
- (b) Subject to Clause 21(c), the courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) or the Guarantee. The City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be court of first instance.
- (c) Clause 21(b) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings in any other courts with jurisdiction over the Pledgor or any of its assets. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

SCHEDULE 1**Original Guarantors**

Name	Reg. No.
2E Event AB	556740-2465
Minnesota Communication AB	556596-2619
Hansen Event & Conference AB	556405-0267
MG Immersive Experiences AB	556879-4167
Conciliance AB	556647-5900
Ballbreaker Kungsholmen AB	556728-5902
Wallmans Group AB	556326-9223
Golden Hits AB	556451-0948
Wallmans Salonger i Oslo AS	981995120
Wallmans Stockholm AB	556435-7373
Kungssportshuset i Göteborg AB	556453-2058
Wallmans A/S	26694094
2Entertain AB	556436-0948
Nöjespatrullen Showrestaurang AB	556348-7759
2Entertain Norge AS	983569285
2Entertain Sverige AB	556561-0556;
Hamburger Börs AB	556515-0652

Form of Accession Letter

To: [•] as Security Agent

From: [Subsidiary] and Moment Group AB (publ)

Dated: [•]

Dear Sir/Madam

Guarantee Agreement dated __ January 2021 (the "Agreement")

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
1. [Subsidiary] agrees to become an Additional Guarantor and to be bound by the terms of the Agreement, pursuant to Clause 17 (*Accession*) of the Agreement. [Subsidiary] is a company duly incorporated under the laws of [jurisdiction] and is a limited liability company with registration number [•].
2. [Local law limitation language to be inserted (if applicable)]
3. [Subsidiary's] administrative details are as follows:

Address: [•]

Attention: [•]
4. This Accession Letter is governed by Swedish law.

Moment Group AB (publ)

Name: [Subsidiary] Name: _____

[Subsidiary]

Name: _____ Name: _____

Intertrust (Sweden) AB

Security Agent (acting for itself and on behalf of the Secured Parties)

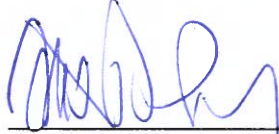
Name:

Name:

The Parties have executed this Guarantee the day and year first above written.

Moment Group AB (publ)

as Company

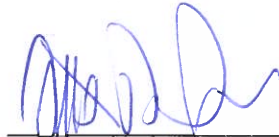


Name: Otto Drakenberg

Name:

2E Event AB

as Guarantor

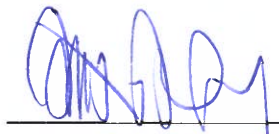


Name: Otto Drakenberg

Name:

Minnesota Communication AB

as Guarantor




Name: Otto Drakenberg

Name:

Hansen Event & Conference AB

as Guarantor



Name: Otto Drakenberg

Name:

MG Immersive Experiences AB

as Guarantor

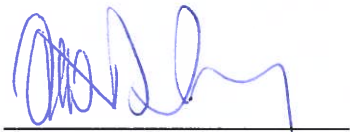


Name: Otto Drakenberg

Name:

Conciliance AB

as Guarantor



Name: Otto Drakenberg

Name:

Ballbreaker Kungsholmen AB

as Guarantor



Name: Otto Drakenberg

Name:

Wallmans Group AB

as Guarantor

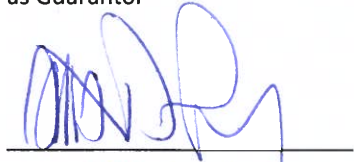


Name: Otto Drakenberg

Name:

Golden Hits AB

as Guarantor




Name: Otto Drakenberg

Name:

Wallmans Salonger i Oslo AS

as Guarantor

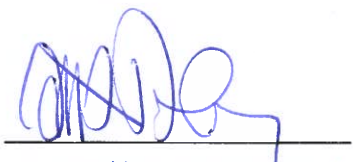


Name: Otto Drakenberg

Name:

Wallmans Stockholm AB

as Guarantor

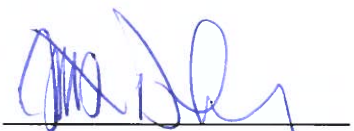


Name: Otto Drakenberg

Name:

Kungsporthuset i Göteborg AB

as Guarantor



Name: Otto Drakenberg

Name:

Wallmans A/S

as Guarantor



Name: Otto Drakenberg

Name:

2Entertain AB

as Guarantor

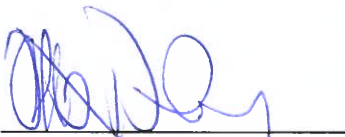


Name: Otto Drakenberg

Name:

Nöjespatrullen Showrestaurang AB

as Guarantor

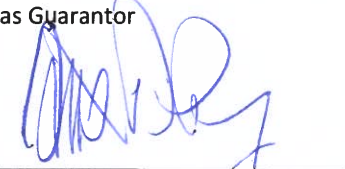


Name: Otto Drakenberg

Name:

2Entertain Norge AS

as Guarantor




Name: Otto Drakenberg

Name:

2Entertain Sverige AB

as Guarantor

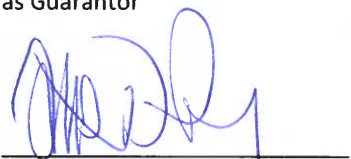


Name: Otto Drakenberg

Name:

Hamburger Börs AB

as Guarantor



Name: Otto Drakenberg

Name:

Intertrust (Sweden) AB (publ)

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

Name:

Name:

2Entertain Sverige AB

as Guarantor

Name:

Name:

Hamburger Börs AB

as Guarantor

Name:

Name:

Intertrust (Sweden) AB (publ)

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



Name: **Kristofer Nivenius**



Name: **Beatrice Gustafsson**