



Registration of a Charge

Company name: **CLOUDPAY UNITED KINGDOM LIMITED**

Company number: **03579805**



X75Q7GQZ

Received for Electronic Filing: **11/05/2018**

Details of Charge

Date of creation: **20/04/2018**

Charge code: **0357 9805 0012**

Persons entitled: **SILICON VALLEY BANK**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SILICON VALLEY BANK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3579805

Charge code: 0357 9805 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2018 and created by CLOUDPAY UNITED KINGDOM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2018 .

Given at Companies House, Cardiff on 15th May 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Charge Over Bank Accounts

For UK Registered Clients

This agreement, which is executed as a deed, creates a security interest in favour of Silicon Valley Bank ("SVB") over the specified accounts held by you at the UK Branch of SVB to secure your obligations to SVB for the provision of certain bank services. Please indicate services supplied by SVB below and insert the account number(s) of the account(s) to be charged to SVB. Please then sign this deed in accordance with the signing instructions.

SERVICE SUPPLIED TO YOU BY SVB

Letters of Credit

Merchant Services



Business Credit Card

BACS

FX Services

Business Name
(the "Business", or "you")

C L O U D P A Y U N I T E D K I N G D O M
L I M I T E D

Date
(Day Month Year)

20 04 2018

Account number of
accounts to be charged
(the "Charged Account(s)")

1

2.

3.

You request the provision of the services identified above (the "Bank Services") through SVB pursuant to letter of credit applications and/or cash management services agreements executed from time to time by you (the "Business Agreements"). To induce SVB to provide such Bank Services, you agree to enter into this Deed.

1. DEFINITION AND INTERPRETATION

IN THIS DEED:

1.1 "Deposit" means all deposits now and in the future credited to the Charged Account(s) with SVB and any deposit or account of any other currency, description or designation which derives in whole or in part from such deposits or Charged Account(s) and the debts represented by each such deposit;

"Expenses" means all expenses (on a full indemnity basis) incurred by SVB at any time in connection with the Deposit or the Secured Obligations or in taking or perfecting this Deed or in preserving defending or enforcing the security created by this Deed or in exercising any power under this Deed or otherwise, with Interest from the date they are incurred;

"Interest" means interest at the rate(s) notified and charged to you by SVB from time to time;

"Required Currency" means the currency or currencies in which the Secured Obligation are expressed from time to time; and

"Secured Obligations" means all your present and future obligations and liabilities to SVB of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any other nature) together with SVB's charges and commission, Interest and Expenses.

1.2 Unless the context otherwise requires, any reference in this Deed to:

- (a) the "SVB", "you" or the "Business" includes your and our respective successors in title and assigns;
- (b) a "Clause" or "Schedule" is a reference to a clause or schedule to this Deed;
- (c) this "Deed" or any other agreement or document is a reference to this Deed or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, supplemental or novated;

Silicon Valley Bank is authorised and regulated by the California Department of Business Oversight and the United States Federal Reserve Bank; authorised by the Prudential Regulation Authority with number 577295; and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.



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- (d) the **"Deposit"** includes all interest accrued or accruing in the future on it;
- (e) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (f) a provision of law is a reference to that provision as amended or re-enacted and includes any subordinate legislation; and
- (g) words in the singular include the plural and vice versa and words in one gender include any other gender.

- 1.3 If two or more persons are included in the expression Business then the use in this Deed of the word "Business" or "you" shall be deemed to refer to such persons both together and separately and the Secured Obligations shall be your joint and several obligations and each of you shall be primarily liable by way of indemnity for the liabilities to SVB of the other or others of you.
- 1.4 If the definition of Deposit refers to more than one deposit or account then the use in this Deed of the word Deposit shall be deemed to refer to such deposits and/or accounts both together and separately.
- 1.5 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days at SVB may select.

2. CHARGE

You covenant to discharge on demand the Secured Obligations and as a continuing security for the payment and discharge of the Secured Obligations and with full title guarantee charge the Deposit to SVB by way of first fixed charge.

3. POWERS OF SVB

- 3.1 Despite any term to the contrary in relation to the Deposit SVB may at any time without notice (both before and after demand) appropriate, apply or transfer the Deposit or any part of it in discharge of the whole or any part of the Secured Obligations.
- 3.2 Section 93(1) of the Law of Property Act 1925 (restricting the right of consolidation) shall not apply to this Deed.

- 3.3 In addition to any lien or right to which SVB may be entitled by law SVB may from time to time without notice and both before and after demand set off the whole or any part of the Secured Obligations against any deposit or credit balance on any of your accounts with SVB (including the Deposit) (whether or not that deposit or balance is due to you), and may combine or consolidate any such deposit or credit balance with the whole or any part of the Secured Obligations.

- 3.4 SVB may exchange or convert to the Required Currency any currency held or received.

4. RESTRICTIONS

Despite any term to the contrary in relation to any deposit or credit balance on any of your accounts with SVB (including the Deposit) that deposit or balance will not be capable of being assigned, dealt with, mortgaged or charged and will not be repayable to you before all the Secured Obligations have been discharged, but SVB may without prejudice to this Deed permit you to make withdrawals from time to time. Any withdrawal permitted by SVB shall not be deemed to be a release of this security insofar as it concerns the Deposit. The terms of this Deed shall override the terms otherwise applicable to the Deposit.

5. APPROPRIATION

- 5.1 Subject to Clause 5.2 SVB may appropriate all payments received for your account in reduction of any part of the Secured Obligations as SVB decides.
- 5.2 SVB may open a new account or accounts upon SVB receiving actual or constructive notice of any charge or interest affecting the Deposit. Whether or not SVB opens any such account no payment received by SVB after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Secured Obligations outstanding at the time of receiving such notice.

6. REDESIGNATION, RENEWAL OR REPLACEMENT OF THE DEPOSIT

If any account in which the Deposit is held is changed, replaced or redesignated this Deed will apply to any deposit in the new or redesignated account from time to time.



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7. MISCELLANEOUS

- 7.1 This Deed is a continuing security, will extend to the ultimate balance of the Secured Obligations, and is in addition to any other security (present or future) held by SVB for the Secured Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of SVB.
- 7.2 You will at your own cost at SVB's request execute any deed or document and take any action required by SVB to perfect this security or further to secure on the Deposit the Secured Obligations.
- 7.3 No failure to exercise, nor any delay in exercising, on the part of SVB, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 7.4 SVB shall not be liable for any loss sustained by you in consequence of the exercise of the rights of SVB under this Deed including (but not limited to) any loss of interest caused by the determination before maturity of the Deposit or by the fluctuation in any exchange rate at which currency may be bought or sold by SVB.
- 7.5 Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provision in any other jurisdiction.
- 7.6 You represent and warrant that you are not, whether under your registered name in your jurisdiction of incorporation or any other name, registered at the UK Companies Registry as an overseas company under Part 2 of the Overseas Companies Regulations 2009 (SI 2009/1801).

- 7.7 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 this Deed.

8. NOTICES

- 8.1 Any notice or demand by SVB may be sent by post, fax, electronic mail or other electronic means (including any attachment) or delivered to you at your address, fax number or electronic address (as appropriate) last known to SVB or may also be served personally on any of your directors.
- 8.2 Any notice or demand by you may be sent by post, fax, electronic mail, or other electronic means (including any attachment) or delivered to SVB at:

Alphabeta
14-18 Finsbury Square
London
EC2A 1BR
UK

Fax: +44 (0)20 7600 9556
Attention: Manager, Deposit and Loan Operations UK.
- 8.3 A notice or demand by post shall be deemed served on the day after posting or if delivered personally shall be deemed served on the day of delivery.
- 8.4 A notice or demand by fax or by electronic mail or other electronic means shall be deemed served at the time of sending.

9. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED as a deed and delivered on the date stated at the beginning of this document.



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SVB REQUIRES THAT AT LEAST ONE DIRECTOR/MEMBER/PARTNER/TRUSTEE OF THE BUSINESS SIGNS BELOW. IN THE ABSENCE OF A SIGNATURE FROM A SECOND DIRECTOR/MEMBER/PARTNER, THE SIGNATURE OF THE DIRECTOR/MEMBER/PARTNER/TRUSTEE MUST BE WITNESSED.

1. Signature

Date
(Day Month Year) 20 04 2018

Full Name

DAVID JOHN LEESER

Position held

☒ Director ☐ Member ☐ Partner ☐ Trustee

2. Signature

Date
(Day Month Year) 20 04 2018

Full Name

MARK WILSON

Position held

☐ Director ☐ Member ☐ Partner ☐ Trustee ☒ Witness

Address if signing
as witness

City/Town

Country

Post Code