



**Registration of a Charge**

Company name: **IG Markets Limited**

Company number: **04008957**



X64QL9EA

Received for Electronic Filing: **20/04/2017**

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**Details of Charge**

Date of creation: **20/04/2017**

Charge code: **0400 8957 0016**

Persons entitled: **CITIBANK EUROPE PLC**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**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: **CLIFFORD CHANCE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4008957

Charge code: 0400 8957 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2017 and created by IG Markets Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2017 .

Given at Companies House, Cardiff on 21st April 2017

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

## IRISH SUPPLEMENT TO THE NILE DEED

This Ireland specific supplement (the "Supplement") is made on 20 April 2017

### BETWEEN:

- (1) Citibank N.A. (as the "Bank");
  - (2) Citibank Europe plc, Dublin (the "Custodian"); and
  - (3) IG Markets Limited (the "Client").
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- (A) The Client, the Bank and the Custodian have, pursuant to the Agreement, entered into a security deed (the "Deed") as amended and supplemented from time to time.
  - (B) Pursuant to Clause 4 of the Deed, the Client has granted security interests to the Custodian over the Collateral.
  - (C) The Custodian and the Client agree that they intend by this Supplement to create Irish law security interests in favour of the Custodian over the Collateral which:
    - (a) supplement the security interests created under Clause 4; and
    - (b) take effect as separate security interests over (i) assets that constitute financial collateral for the purposes of the Financial Collateral Regulations (as defined below) and (ii) assets, if any, that do not constitute such financial collateral; and
    - (c) are subject to all of the provisions of the Deed, except as those provisions are expressly dis-applied or amended pursuant to this Supplement.
  - (D) The parties wish to supplement the Deed as set forth below.

### IT IS AGREED AS FOLLOWS:

#### 1. INTERPRETATION

- 1.1 Unless otherwise defined in this Supplement capitalised terms defined in the Deed have the same meanings in this Supplement.
- 1.2 References to a Clause are to a Clause in the Deed, and references to a Section are to a Section of this Supplement.
- 1.3 For the purposes of this Supplement, the following definitions shall apply in addition to those in Clause 1:

"Act" means the Land and Conveyancing Reform Act 2009, (as amended).

"Financial Collateral Regulations" means the European Communities (Financial Collateral Arrangements) Regulations 2010 (as amended).

"FCR Collateral" means Collateral that comprises: (i) cash held in any Account with the Custodian; and (ii) FCR Securities held in any Account with the Custodian; and (iii) any FCR Securities in respect of which the Custodian has incurred an Irrevocable Commitment (as such term is defined in Clause 2), whether or not such Securities have been credited to any Account. For the avoidance of doubt, FCR Collateral, shall not include any cash, Securities or other assets held in any Cash Account or Custody Account which is identified by the Client in accordance with Clause 10.2 of the Deed as containing Securities, other assets or cash to which customers of the Client are beneficially entitled or Securities, other assets or cash credited to any such Cash Account or Custody Account.

"Financial Instruments" means financial instruments as that term is defined in the Financial Collateral Regulations.

"FCR Securities" means Securities that constitute Financial Instruments, but does not include shares in a company whose exclusive purpose is (a) to own means of production that are essential for the collateral provider's own business; or (b) to own real property.

"Non-FCR Collateral" means Collateral that comprises: (i) Non-FCR Securities held in any Account with the Custodian; and (ii) any Non-FCR Securities in respect of which the Custodian has incurred an Irrevocable

Commitment (as such term is defined in Clause 2), whether or not such Securities have been credited to any Account. For the avoidance of doubt, Non-FCR Collateral, shall not include any cash, Securities or other assets held in any Cash Account or Custody Account which is identified by the Client in accordance with Clause 10.2 of the Deed as containing Securities, other assets or cash to which customers of the Client are beneficially entitled or Securities, other assets or cash credited to any such Cash Account or Custody Account.

"Non-FCR Securities" means Securities other than FCR Securities.

## 2. SECURITY INTEREST

- 2.1 As continuing security for the proper payment and discharge in full of the Secured Obligations, the Client as beneficial owner hereby absolutely, irrevocably and unconditionally charges in favour of the Custodian, all of its rights, title and interest whatsoever, present and future, actual and contingent, in and to the FCR Collateral.
- 2.2 As continuing security for the proper payment and discharge in full of the Secured Obligations, the Client, as beneficial owner hereby absolutely, irrevocably and unconditionally charges in favour of the Custodian, all of its rights, title and interest whatsoever, present and future, actual and contingent, in and to any Non-FCR Collateral.
- 2.3 The Client hereby agrees that the security interest created by Section 2.1 constitutes a "security financial collateral arrangement" for the purposes of Directive 2002/47/EC of the European Parliament and Council of 6 June 2002 on Financial Collateral Arrangements and the Financial Collateral Regulations.
- 2.4 The Client hereby agrees that all of the Collateral is designated so as to be under the control of the Custodian. For these purposes, the Client hereby specifically agrees that the Custodian shall not be obliged to act on a demand for the withdrawal or transfer of any Collateral made by the Client if the Custodian considers, on the basis of its reasonable calculation, that there is insufficient Collateral (taking into account any collateral held by any other Custodian under equivalent security arrangements under a Deed in the form of the Deed) to cover the Secured Obligations owing to the Custodian as a result of providing services to the Client pursuant to the Agreement and the Custodian will use reasonable endeavours to provide the Client with its calculation.
- 2.5 For the avoidance of doubt, the rights of the Custodian under Clause 4 and Clause 7 apply to the security interests created under this Section 2, and the Custodian may exercise those rights without further notice or demand to and without the need to obtain the consent of the Client or to obtain an order for possession under section 97 (*Taking possession*) of the Act.
- 2.6 At any time after the security interests constituted by Clause 4 or this Section 2 have become enforceable, the statutory power of sale conferred by section 100 (*Power of sale*) of the Act free from restrictions contained in section 100(1), (2), (3) and (4) and without the requirement to serve notice (as specified in the final proviso to section 100(1)) and the incidental powers of sale conferred by section 102 (*Incidental powers*) will immediately arise and be exercisable by the Custodian.
- 2.7 The provisions of section 96(1)(c) (*Powers and rights generally*), section 99 (*Mortgagee in possession*) and section 101 (*Applications under sections 97 and 100*) of the Act shall not apply to the Deed as supplemented by this Supplement.
- 2.8 The Custodian will not be liable for any loss or damages which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its respective powers under the Security Deed as supplemented by this Supplement in relation to all or any part of the Collateral and shall not be liable to account as mortgagee in possession in respect of the Collateral or any part thereof nor be liable for any loss on realisation or in connection with the Collateral or for any default or omission for which a mortgagee in possession might be liable and shall not be required to give any notice under section 103(2) (*Obligations on selling*) of the Act except for any losses or damages arising out of negligent and/or fraudulent actions of the Custodian.
- 2.9 All protections to purchasers contained in sections 105(1) (*Protection of purchasers*), 106 (*Mortgagee's receipts*) and 108(5) (*Appointment of receiver*) of the Act shall apply to all persons (including a purchaser) dealing with the Custodian as if the statutory powers of sale had not been varied or extended by this Supplement.
- 2.10 No purchaser from the Custodian shall be entitled to rely on section 105(2) of the Act, which is expressly dis-applied by this Supplement.
- 2.11 The Deed is hereby amended such that:
  - (a) any express or implied reference in the Deed to the security interests created under Clause 4 shall be deemed to include a reference to the security interests created under this Section 2;

- (b) the payment obligation under Clause 8 shall be deemed to include reasonable expenses incurred in connection with this Supplement; and
- (c) the power of attorney granted under Clause 9 shall be deemed to extend to the obligations of the Client under this Supplement.

2.12 Other than as amended in accordance with Section 2.10, the Deed (including, for the avoidance of doubt, the provisions of Clauses 10.1 and 10.2), shall remain in full force and effect. The parties to this Supplement agree that any new security interests created pursuant to this Supplement shall be subject to the exclusion contained in Clause 10.1 of the Deed. As such, Accounts notified to the Custodian pursuant to Clause 10.2 of the Deed (including any Securities or other assets held in such Accounts) will not form part of the Collateral (including the FCR Collateral and the Non-FCR Collateral).

### 3. **ENTIRE AGREEMENT**

This Supplement together with the Deed and the Agreement constitute the entire agreement and understanding between the parties hereto relative to the subject matter of this Supplement.

### 4. **GOVERNING LAW AND JURISDICTION**

4.1. This Supplement (other than Section 2.11) shall in be governed and construed in accordance with Irish law.

4.2. The courts of Ireland have exclusive jurisdiction to hear and decide any suit, actions or proceedings, and to settle any disputes that may arise in relation to this Supplement and the parties hereto expressly submit to the exclusive jurisdictions of the courts of Ireland.

**IN WITNESS** whereof the parties hereto have executed this Supplement on the date first before written.

Signed for and on behalf of CUSTODIAN

By: RICHARD BALSER

Title: MANAGING DIRECTOR

Executed and Delivered as a Deed by CLIENT

By: PAUL MAINWARING

Title: CFO

In the presence of: \_\_\_\_\_

Name: HOLLY LANCE

Address: \_\_\_\_\_