



Registration of a Charge

Company name: **DIGIFLEX LIMITED**

Company number: **05170335**



X6GSJCTN

Received for Electronic Filing: **11/10/2017**

Details of Charge

Date of creation: **21/09/2017**

Charge code: **0517 0335 0001**

Persons entitled: **AMAZON CAPITAL SERVICES (UK) LTD**

Brief description:

Contains floating 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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TAYLOR WESSING LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5170335

Charge code: 0517 0335 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st September 2017 and created by DIGIFLEX LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2017 .

Given at Companies House, Cardiff on 13th October 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

FLOATING CHARGE

This Floating Charge is made between you and us on September 21st, 2017.

1. Definitions and Interpretation

1.1 In this Floating Charge, the following expressions shall have the meanings set against them:

1881 Act	the Conveyancing and Law of Property Act 1881.
Administrator	any one or more persons appointed as an administrator of you by us under paragraph 14 of schedule B1 to the Insolvency Act (where you are incorporated in England and Wales or Scotland) and under paragraph 15 of schedule B1 to the Insolvency Order (where you are incorporated in Northern Ireland).
Affiliate	a person, association, co-partnership, partnership, corporation, trust or other business entity, however organized, which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Amazon Capital Services (UK) Ltd.
Agreement	the loan agreement under the terms of which you are required to sign this Floating Charge.
English Assets	means any of your present and future property and assets which are charged under this Floating Charge and which are situated in England and Wales or governed by English law.
Event of Default	any event set out in Condition 5.1 of the Agreement and any other event which entitles us to declare a Secured Liability due and payable.
Excluded Assets	any freehold, leasehold or heritable property that you own.
Insolvency Act	the Insolvency Act 1986.
Insolvency Order	the Insolvency (Northern Ireland) Order 1989.
LPA	the Law of Property Act 1925.
Northern Irish Assets	means any of your present and future property and assets which are charged under this Floating Charge and which are situated in Northern Ireland or governed by the law of Northern Ireland.
Receiver	a receiver or receiver and manager or administrative receiver of the whole or any part of your assets.
Scottish Assets	means any of your present and future property and assets which are charged under this Floating Charge and which are situated in Scotland or governed by Scots law.

Secured Liabilities	all your obligations owed or expressed to be owed to us whether owed jointly or severally, as principal or surety or in any other capacity.
Seller Central Account	the account provided to you by Amazon Services Europe S.à.r.l in connection with your sales on the Amazon marketplace.
we, us	Amazon Capital Services (UK) Ltd.
you	DIGIFLEX LIMITED (05170335)

1.2 In this Floating Charge, unless a contrary indication appears:

- a. **"obligations"** means obligations and liabilities;
- b. references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent;
- c. any reference to **"powers"** includes rights, powers, discretions and authorities; and
- d. any reference to assets includes properties, revenues and rights of any description and the proceeds of sale of any asset but does not include any Excluded Assets.

1.3 We and any Receiver will have all the powers conferred on mortgagees and receivers by the LPA (where you are incorporated in England and Wales or you own any English Assets) and by the 1881 Act (where you are incorporated in Northern Ireland or you own any Northern Irish Assets) which as extended by this Floating Charge will be deemed to be incorporated into this Floating Charge and take effect as contractual powers.

1.4 Where in connection with any legal jurisdiction outside England and Wales a word or phrase used in this Floating Charge has no precise counterpart, then this Floating Charge shall be interpreted as if that word or phrase referred to the closest equivalent in the jurisdiction concerned.

2. Undertaking to Pay

You undertake to pay the Secured Liabilities to us when due.

3. Floating Security

3.1 As continuing security for the payment of the Secured Liabilities you hereby with full title guarantee (where you are incorporated in England and Wales or you own any English Assets), with absolute warrandice (where you are incorporated in Scotland or you own any Scottish Assets) and as legal and beneficial owner (where you are incorporated in Northern Ireland or you own any Northern Irish Assets), charge to us by way of floating charge all of your present or future assets.

3.2 Subject to clause 3.7, we may, if we notify you in writing, convert the floating charge created by clause 3.1 into a fixed charge as regards any assets specified in the notice at any time that (i) an Event of Default has occurred or (ii) in our opinion any of your assets are at risk of becoming subject to any security which is not permitted under clause 4.1 or are at risk of ceasing to be within your ownership or control in breach of clause 4.2.

3.3 We shall not be entitled to convert the floating charge created by clause 3.1 into a fixed charge as a result only of you obtaining a moratorium or anything done with a view to obtaining a moratorium under s1A of and schedule A1 to the Insolvency Act (where you are incorporated in England and Wales or Scotland) or under article 14A and Schedule A1 of the Insolvency Order (where you are incorporated in Northern Ireland).

3.4 Subject to clause 3.7, the floating charge created by clause 3.1 shall automatically and without notice be converted into a fixed charge if an administrator is appointed in respect of you or an order is made for your administration, winding-up or dissolution.

3.5 Paragraph 14(2)(a) of schedule B1 to the Insolvency Act (where you are incorporated in England and Wales or Scotland) and paragraph 15(2)(a) of schedule B1 to the Insolvency Order (where you are incorporated in Northern Ireland) each apply to the floating charge created by clause 3.1 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act (where you are incorporated in England and Wales or Scotland) and for the purpose of paragraph 15(1) of schedule B1 to the Insolvency Order (where you are incorporated in Northern Ireland).

3.6 We shall be entitled to give any notice of charge we consider necessary or desirable in relation to this Floating Charge.

3.7 Clauses 3.2 and 3.4 of this Floating Charge shall not apply to any of your present and future assets situated in Scotland or governed by Scots law and the floating charge created by you pursuant to clause 3.1 of this Floating Charge shall, in respect of your Scottish Assets, be converted to a fixed charge only in accordance with Scots law.

4. Negative Undertakings

4.1 You shall not create or permit any security interest over any of your present or future property and assets other than under this Floating Charge or a lien arising by operation of law in the ordinary course of your trading which is discharged no more than 30 days after it arose.

4.2 You shall not sell, transfer or otherwise dispose or purport to agree to dispose of any of your assets other than on arms-length terms in the ordinary course of your trading.

4.3 Unless permitted in the Agreement or otherwise agreed in writing by us and where you are incorporated in Scotland subject to section 464(2) of the Companies Act 1985:

- (i) you shall not create any fixed security or other floating charge over any part of your present and future assets ranking in priority to or equally with the floating charge created by clause 3.1 after your execution of this Floating Charge except any fixed or floating security in our favour; and
- (ii) the floating charge created by way of clause 3.1 shall rank in priority to any fixed security or other floating charge created by you after your execution of this Floating Charge, except any fixed security in our favour.

5. Enforcement of Floating Charge

5.1 On the occurrence of an Event of Default, this Floating Charge shall become enforceable and we may immediately or at any time thereafter do any of the following:

- a. appoint one or more persons as your Administrator in accordance with schedule B1 to the Insolvency Act (where you are incorporated in England and Wales or Scotland) and in accordance with schedule B1 to the Insolvency Order (where you are incorporated in Northern Ireland);
- b. take immediate possession of, get in and realize any of your assets;
- c. sell, exchange, convert into money and realize any of your assets by public auction or private contract and generally in any manner and on any terms which we think fit;
- d. insure or keep insured against loss or damage by fire any of your assets which are capable of being insured and the premiums paid for any such insurance shall form part of the Secured Liabilities;
- d. subject to s72A of and paragraph 43 of schedule A1 to the Insolvency Act (where you are incorporated in England and Wales or Scotland) and subject to article 59A and Paragraph 53 of schedule A1 to the Insolvency Order (where you are incorporated in Northern Ireland), appoint one or more persons as a Receiver of any of your assets;
- e. exercise all the powers conferred on a Receiver by this Floating Charge, the LPA and the Insolvency Act (where you are incorporated in England and Wales or Scotland or where you own any English Assets or any Scottish Assets) and the 1881 Act and the Insolvency Order (where you are incorporated in Northern Ireland or where you own any Northern Irish Assets);

f. secure and perfect our title to all or any part of your assets and/or transfer any of your assets into our name or the name of our nominee.

5.2 If we appoint two or more persons as your Administrator, the appointment may specify whether those persons are to act jointly or concurrently.

5.3 We may appoint any Receiver upon such terms as to remuneration and otherwise as we think fit and the maximum rate specified in s109(6) of the LPA (where you are incorporated in England and Wales or where you own any English Assets) and s24(6) of the 1881 Act (where you are incorporated in Northern Ireland or where you own any Northern Irish Assets) shall not apply.

5.4 Any Receiver will be your agent for all purposes and you will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on our part.

5.5 Where two or more persons are appointed as Receiver any act authorized to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.

5.6 We may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not we appoint any other person as Receiver in his place.

6. Our powers and any Receiver's powers

6.1 A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA (where you are incorporated in England and Wales or where you own any English Assets) or the 1881 Act (where you are incorporated in Northern Ireland or where you own any Northern Irish Assets) and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act and all of the powers conferred on a Scottish receiver by Schedule 2 to the Insolvency Act (where you are incorporated in England and Wales or Scotland or where you own any English Assets or any Scottish Assets) and Schedule 1 of the Insolvency Order (where you are incorporated in Northern Ireland or where you own any Northern Irish Assets), all of which powers in the LPA, the 1881 Act and each such Schedule of the Insolvency Act and the Insolvency Order are incorporated in this Floating Charge as if set out in full.

6.2 In addition to and without limiting any other powers referred to in clause 6.1, a Receiver shall have power (both before and after the commencement of your liquidation) to do every act and thing and exercise every power:

a. which you would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of any of your assets; and/or

b. which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any of your assets or for or in connection with the enforcement of this Floating Charge or the realization of any of your assets,

and may use your name in connection with any exercise of such powers.

6.3 The receipt by us or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of your assets we or any Receiver may do so for such consideration, in such manner and on such terms as we or the Receiver thinks fit.

7. Exclusion of Liability

7.1 Neither we nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in your assets whether or not it is in possession of the relevant assets.

7.2 If we or any Receiver take possession of any of your assets, neither we nor any Receiver will be liable to account to you for anything except actual receipts or be liable to you for any loss arising from any

realization of any of your assets or for any default or omission for which a receiver or mortgagee in possession or heritable creditor would be liable.

7.3 We will not be liable and any Receiver will not be liable to you for any loss or damage arising from:

- a. any sale of any of your assets;
- b. any act, default or omission by us or any Receiver in relation to any of your assets; or
- c. any exercise or non-exercise by us or any Receiver of any power conferred upon us or any Receiver in relation to any of your assets by or pursuant to this Floating Charge or the LPA (where you are incorporated in England and Wales or where you own any English Assets) or the 1881 Act (where you are incorporated in Northern Ireland or where you own any Northern Irish Assets) unless caused by our or the Receiver's fraud, gross negligence or wilful misconduct.

8. Application of Proceeds

8.1 Subject to claims having priority to the security created by this Floating Charge all money recovered by us or any Receiver as a result of the enforcement of this Floating Charge or the security created by this Floating Charge will be applied in the following order:

- a. in payment of all costs, fees, taxes and expenses incurred by us or any Receiver in connection with the exercise of the powers set out in this Floating Charge and all other outgoings properly payable by any Receiver;
- b. in payment of remuneration to any Receiver;
- c. in or towards payment of the Secured Liabilities; and
- d. the balance (if any) will be applied as required by the applicable law.

8.2 If any money is received by us or a Receiver as a result of the enforcement of this Floating Charge or the security created by this Floating Charge at a time when the Secured Liabilities include contingent or future liabilities we or such Receiver may hold some or all of such money in a suspense account.

9. Protection of Persons Dealing with us or any Receiver

No person dealing with us or any Receiver will be concerned to require:

- a. whether any event has happened upon which any of the powers conferred by this Floating Charge may have arisen or be exercisable;
- b. otherwise as to the propriety or regularity of any exercise of the powers conferred by this Floating Charge or of any act purporting or intended to be in exercise of such powers; or
- c. whether any Secured Liabilities remain owing.

10. Notice of subsequent charge

If we receive notice of any security or other interest affecting any of your assets:

- a. we may open a new account for you in our books and may transfer any outstanding balance owing by you to such new account;
- b. if we do not open a new account then, unless we give express written notice to the contrary to you, all payments made by you to us will as from the time of receipt of such notice by us be treated as having been credited to a new account and not as having been applied in reduction of the Secured Liabilities.

11. Further assurance

When required by us or any Receiver you shall, at your own cost:

- a. execute any documents or do any other thing which we or any Receiver may require for perfecting, completing or protecting any security created by this Floating Charge or in connection with the exercise of any powers given to us or any Receiver under this Floating Charge; and

b. convey, transfer, assign, dispose or otherwise deal with any asset in such manner as we or any Receiver may require in connection with any enforcement of this Floating Charge.

12. Miscellaneous

12.1 A person who is not a party to this Floating Charge has no right whether under the Contracts (Rights of Third Parties) Act 1999, the *jus quaesitum tertio* or any analogous or equivalent law or legislation in any applicable jurisdiction, to enforce or to enjoy the benefit of any term of this Floating Charge.

12.2 This Floating Charge is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of money due to us.

12.3 This Floating Charge is in addition to and will not in any way be prejudiced or affected by the holding or release by us or any other person of any other security at any time held by us.

12.4 The restrictions on the right of consolidating mortgage securities contained in section 93 of the LPA (where you are incorporated in England and Wales or where you own any English Assets) and Section 17 of the 1881 Act (where you are incorporated in Northern Ireland or where you own any Northern Irish Assets) will not apply to this Floating Charge.

12.5 All amounts payable by you under this Floating Charge will bear interest if not paid when due (both before and after judgment) at the interest rate applicable to borrowings under the most recent loan agreement entered into between us and you.

13. Communicating with You; Consent to Contact by Electronic and Other Means

13.1 We may contact you for any lawful purpose in connection with this Floating Charge at any of the addresses, phone numbers or email addresses you have provided to us. To the extent not prohibited by applicable law, you confirm that we may:

- a. contact you at any address or telephone number (including wireless cellular telephone or ported landline telephone number) that you may provide to us or any of our Affiliates from time to time;
- b. use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you;
- c. use automatic dialing and announcing devices which may play recorded messages; and
- d. send text messages to your telephone.

If we are exercising our rights under this Floating Charge, we will contact you by postal or electronic mail.

13.2 You may contact us at any time to ask that we not contact you using any one or more methods or technologies (other than by electronic mail which must be maintained for the provision of notices to you).

13.3 From time to time, we may monitor and/or record telephone calls regarding this Floating Charge, and you agree to any such monitoring and/or recording.

14. Notices; Change of Address

You agree that (unless prohibited by applicable law) you will have received any notice we send to you when the notice is delivered personally to you, when we mail it, postage paid, to the last address that we have for you in our records, or when the notice is delivered via electronic mail to any electronic mail address you provided to us or any of our Affiliates. You agree to notify us promptly of any change in your electronic mail address, your postal address and telephone number by emailing us at support@amazoncapitalservices.co.uk.

15. Privacy Notice

We take seriously the protection of your data. Information provided by you directly to Amazon Capital Services (UK) Ltd will be controlled by Amazon Capital Services (UK) Ltd. As an Amazon company, we follow the same information practices as described in the privacy notice at www.amazon.co.uk/privacy. You may request a copy of the data we hold by emailing: support@amazoncapitalservices.co.uk.

16. Interpretation; Severability

16.1 Clause headings are for convenience only and may not be used in the interpretation of this Floating Charge.

16.2 If any provision in this Floating Charge is invalid under applicable law, the remainder of the provisions in this Floating Charge will remain in effect.

17. Assignment, assignation or transfer

We may assign or transfer our rights under this Floating Charge without prior notice to you. You may not assign or transfer your rights or obligations under this Floating Charge.

18. No waiver

We will not be deemed to have waived any of our rights by delaying the enforcement of any of our rights. If we waive any of our rights on one occasion, that waiver will not constitute a waiver by us of our rights on any future occasion. We will not be under a duty to enforce this Floating Charge by exercising any of our rights under this Floating Charge.

19. Governing Law and Jurisdiction

19.1 Where you are incorporated in England and Wales, the terms of this Floating Charge, are governed by English law and subject to the non-exclusive jurisdiction of the English courts.

19.2 Where you are incorporated in Scotland, the terms of this Floating Charge are governed by the law of Scotland and subject to the non-exclusive jurisdiction of the courts of Scotland.

19.3 Where you are incorporated in Northern Ireland, the terms of this Floating Charge are governed by the law of Northern Ireland and subject to the non-exclusive jurisdiction of the courts of Northern Ireland.

20. Electronic Signatures

You acknowledge that by clicking on the "Submit Application" or similar button on our website or through your Seller Central Account, you are indicating your intent to sign this Floating Charge and that this will constitute your signature.

This Floating Charge has been entered into on and is dated the date shown on the first page

SIGNED on your behalf by electronic signature

DIGIFLEX LIMITED