



Registration of a Charge

Company name: **THE CURRENCY CLOUD GROUP LIMITED**

Company number: **06324658**



X6WQWCOP

Received for Electronic Filing: **02/01/2018**

Details of Charge

Date of creation: **30/12/2017**

Charge code: **0632 4658 0004**

Persons entitled: **KREOS CAPITAL V (UK) LIMITED**

Brief description: **PLEASE SEE SCHEDULE 1**

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: **BIRD & BIRD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6324658

Charge code: 0632 4658 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th December 2017 and created by THE CURRENCY CLOUD GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2018 .

Given at Companies House, Cardiff on 4th January 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**

EXECUTION VERSION

DATED 30 December, 2017

THE CURRENCY CLOUD GROUP LIMITED

as Pledgor

and

KREOS CAPITAL V (UK) LIMITED

as Pledgee

PLEDGE AGREEMENT

We hereby certify that, save for material redacted pursuant to s189G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Bind & Bind LLP
12 New Fetter Lane
London
EC4A 3DF

2 January 2018

PLEDGE AGREEMENT (this "**Pledge Agreement**"), dated as of 30 December, 2017 between The Currency Cloud Group Limited, a company incorporated and registered in England and Wales having its seat in London under registered number 06324658 whose registered office is at 9th Floor 107 Cheapside, London, England, EC2V 6DN (the "**Pledgor**"), and Kreos Capital V (UK) Limited, a company incorporated and registered in England and Wales under registration number 09728300 and whose registered office is at 25 Old Burlington Street, London W1S 3AN (the "**Pledgee**"), which expression shall include its successors, assigns and transferees.

WHEREAS, pursuant to a loan agreement concluded between the Pledgor and the Pledgee dated as of 30 December, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Pledgee has agreed to provide the Pledgor with a loan facility of up to €5,700,000 (the "**Loan**"), subject to the terms and conditions of the Loan Agreement;

WHEREAS, the Pledgor owns 100% of the Equity Interests of The Currency Cloud Inc., a Delaware corporation (the "**Company**"), and, as security for the Loan, has agreed to grant a Lien on all of its right, title and interest in, to and under such Equity Interests in favor of the Pledgee.

WHEREAS, in order to secure all Secured Obligations, the Pledgor has agreed to execute and deliver to the Pledgee a pledge agreement in substantially the form hereof.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions.

1.01. **Definition of Terms Used Herein Generally** All capitalized terms used but not defined herein shall have the meanings specified in the Loan Agreement. All terms used herein and defined in the NYUCC shall have the same definitions herein as specified therein; provided, however, that if a term is defined in Article 9 of the NYUCC differently than in another Article of the NYUCC, the term has the meaning specified in Article 9 of the NYUCC.

1.02. **Definition of Certain Terms Used Herein** As used herein, the following terms shall have the following meanings:

"**Agreement Currency**" has the meaning specified in Section 15.11.

"**Debt Document**" means each of the Loan Agreement, the Existing Loan Agreement, the Security Documents, the Existing Security Documents and any other document designated as such by the Pledgee and the Pledgor, and "**Debt Documents**" shall be construed accordingly.

"**Debtor Relief Laws**" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Default Rate**" means the default interest rate calculated pursuant to the Loan Agreement.

"**Enforcement Event**" means an Event of Default as defined in the Loan Agreement.

"**Equity Interests**" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Events" has the meaning specified in Section 7.03(a).

"Existing Loan Agreement" has the meaning set out in the Loan Agreement.

"Existing Security Documents" has the meaning set out in the Loan Agreement.

"Extraordinary Payments" has the meaning specified in Section 5.01(b).

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Judgment Currency" has the meaning specified in Section 15.11.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lien" means a Security Interest as defined in the Loan Agreement.

"NYUCC" means the Uniform Commercial Code as in effect in the State of New York from time to time.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Pledge Agreement Documents" has the meaning specified in Section 3.04.

"Pledged Collateral" has the meaning specified in Section 2.01.

"Pledged Interests" has the meaning specified in Section 2.02(b).

"Pledged Securities" means Pledged Stock and Pledged Interests.

"Pledged Securities Schedule" means Schedule 1 hereto as the same may be updated or modified from time to time by the Pledgor in accordance with the terms hereof.

"Pledged Stock" has the meaning specified in Section 2.02(a).

"Secured Obligations" means all the liabilities and all other present and future obligations at any time due, owing or incurred by the Pledgor to the Pledgee under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Securities Act" has the meaning specified in Section 7.01(d).

"Security Interest" means any security interest granted by the Pledgor pursuant to Section 2.01, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Pledge Agreement.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares or securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having

such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Pledgor.

"UCC" means the Uniform Commercial Code as in effect in any jurisdiction.

1.03. Rules of Interpretation References to "sections", "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, respectively, of this Pledge Agreement unless otherwise specifically provided. Any of the terms defined in this Pledge Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. All references to statutes and related regulations shall include (unless otherwise specifically provided herein) any amendments of same and any successor statutes and regulations.

Section 2. Pledge

2.01. Grant of Security Interest The Pledgor hereby pledges to the Pledgee, and grants to the Pledgee a first priority security interest in, the collateral described in Section 2.02 (collectively, the "Pledged Collateral") to secure the payment or performance, as the case may be, in full of the Secured Obligations, whether at stated maturity, by acceleration or otherwise.

2.02. Description of Pledged Collateral The Pledged Collateral with respect to the Pledgor is described as follows and on any separate schedules at any time furnished by the Pledgor to the Pledgee (which schedules are hereby deemed part of this Pledge Agreement):

(a) all right, title and interest of the Pledgor as a holder (whether now or in the future) in (x) all shares or other Equity Interests in respect of those corporations and other entities described under the Pledgor's name on the Pledged Securities Schedule, or any warrants to purchase or depository shares or other rights in respect of any such interests, and (y) all shares of stock, certificates (if any), instruments or other documents evidencing or representing the same (all such Equity Interests and other rights, whether now owned or hereafter acquired, whether certificated or uncertificated and whether or not described on the Pledged Securities Schedule, to be referred to herein collectively as the "Pledged Stock");

(b) all right, title and interest of the Pledgor in and to all membership or partnership interests and other Equity Interests issued to the Pledgor by any Person that is a limited liability company, limited partnership or similar entity described on the Pledged Securities Schedule (all such membership, partnership or other Equity Interests, whether now owned or hereafter acquired, whether certificated or uncertificated, and whether or not described on the Pledged Securities Schedule, to be referred to herein collectively as the "Pledged Interests"), together with all capital and other accounts maintained by such Pledgor with respect to the Pledged Interests and all income, gain, loss, deductions, and credits allocated or allocable to such accounts;

(c) all right, title and interest of the Pledgor in and to all present and future payments, proceeds, dividends, distributions, instruments, compensation, property, assets, interests and rights in respect of or exchange for the collateral listed in clauses (a) and (b) above, and all monies due or to become due and payable to the Pledgor in respect of or exchange for such collateral or otherwise paid, issued or distributed from time to time in respect of or in exchange therefor, and any certificate (if any), instrument or other document evidencing or representing the same (including, without limitation, all proceeds of dissolution or liquidation); and

(d) all proceeds of all of the foregoing, of every kind, and all proceeds of such proceeds.

2.03. Delivery of Certificates, Instruments, Etc.

(a) The Pledgor shall deliver to the Pledgee (to the extent not already provided to the

Pledgee):

(i) all original shares of stock, certificates, instruments and other documents evidencing or representing the Pledged Collateral concurrently with the execution and delivery of this Pledge Agreement, and

(ii) the original shares of stock, certificates, instruments or other documents evidencing or representing all Pledged Collateral acquired by the Pledgor after the date hereof (other than Pledged Collateral that this Pledge Agreement specifically permits the Pledgor to retain) within 10 days after the Pledgor's receipt thereof.

(b) All Pledged Securities delivered to the Pledgee shall be accompanied by duly signed but undated stock transfer forms.

To the extent any Pledged Securities are uncertificated, Pledgor hereby acknowledges and agrees that such securities shall only be certificated after prior written notice has been provided to Pledgee, and upon such certification, such securities shall promptly be delivered to Pledgee, accompanied by an instrument of assignment duly executed in blank by Pledgor. Pledgor shall cause the books of the Company to reflect the pledge of such shares.

2.04. Registration At any time following the occurrence and during the continuance of an Enforcement Event, the Pledgee may cause all or any of the Pledged Securities to be transferred to or registered in its name or the name of its nominee or nominees.

2.05. Authorization to File Financing Statements The Pledgor hereby irrevocably authorizes the Pledgee at any time and from time to time to file in any appropriate jurisdiction in which the UCC has been adopted any initial financing statements and amendments thereto that

(a) describe the Pledged Collateral and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any initial financing statement or amendment, including whether the Pledgor is an organization, the type of organization and any organization identification number issued to the Pledgor. The Pledgor agrees to furnish any such information to the Pledgee promptly upon request. The Pledgor also ratifies its authorization for the Pledgee to have filed in any UCC jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

Section 3. Representations and Warranties. The Pledgor hereby represents and warrants to the Pledgee that:

3.01. Pledgor's Legal Status. (a) The Pledgor is an organization of the type, and is organized in the jurisdiction, set forth under the Pledgor's name on Schedule 1 hereto and (b) Schedule 1 hereto sets forth the Pledgor's organizational identification number.

3.02. Pledgor's Legal Name. The Pledgor's exact legal name is that set forth under the Pledgor's name on Schedule 1 hereto and on the signature page hereof or thereof.

3.03. Pledgor's Locations. Schedule 1 hereto sets forth the Pledgor's place of business or (if it has more than one place of business) its chief executive office, as well as its mailing address if different.

3.04. Authority; Binding Obligation; No Conflict. The Pledgor has full power and authority to execute, deliver and perform its obligations in accordance with the terms of this Pledge Agreement and the other documents, agreements and supplements to be executed pursuant to the terms hereof (collectively, the "Pledge Agreement Documents") and to grant to the Pledgee the Security Interest in the Pledged Collateral pursuant hereto, without the consent or approval of any other Person other than any consent or approval that has been obtained and is in full force and effect. This Pledge Agreement has been duly authorized, executed and delivered by the Pledgor and is the legally valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms, except as enforcement may be limited by Debtor Relief Laws or equitable principles relating to or limiting creditor's rights generally. The granting to

the Pledgee of the Security Interest in the Pledged Collateral of the Pledgor hereunder, the execution by the Pledgor of this Pledge Agreement and the performance by the Pledgor of its obligations hereunder do not and will not (a) result in the existence or imposition of any Lien (other than such Security Interest) nor obligate the Pledgor to create any Lien (other than such Security Interest) in favor of any Person over all or any of its assets; (b) conflict with any agreement, mortgage, bond or other instrument to which the Pledgor is a party or which is binding upon the Pledgor or any of its assets; (c) conflict with the Pledgor's certificate of incorporation, limited liability company agreement, operating agreement, by-laws, or other organizational or charter documents; or (d) conflict with any law, regulation or judicial order binding on the Pledgor or any of the Pledged Collateral of the Pledgor.

3.05. Title to Collateral. The Pledged Collateral is owned by the Pledgor free and clear of any Lien, except any Permitted Security (as defined in the Loan Agreement). Except in connection with any Permitted Security, the Pledgor has not filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Pledged Collateral, or (b) any assignment in which the Pledgor assigns any Pledged Collateral or any security agreement or similar instrument covering any Pledged Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect.

3.06. Pledged Collateral. A complete and accurate list and description of all Pledged Securities of the Pledgor is set forth on the Pledged Securities Schedule.

3.07. Percentage Ownership. The Pledged Securities of each issuer specifically identified on the Pledged Securities Schedule constitute, and until the final payment and satisfaction in full of all of the Secured Obligations (other than any inchoate indemnity obligations), shall continue to constitute, the percentage of the outstanding equity of each such issuer as indicated on the Pledged Securities Schedule.

3.08. All of Pledgor's Interests. As of the date hereof, the Pledged Collateral of the Pledgor set forth on the Pledged Securities Schedule constitutes all of the equity interests of the Pledgor in each issuer specified therein.

3.09. Due Authorization. Etc. The Pledged Securities listed on the Pledged Securities Schedule hereto have been duly authorized and validly issued and are fully paid and non-assessable, to the extent such concepts are applicable, and are not subject to any options to purchase or similar rights of any Person.

3.10. Required Consents. Except (x) as may be required in connection with any disposition of any portion of the Pledged Securities by laws affecting the offering and sale of securities generally, (y) as have been obtained and remain in full force and effect and (z) for filings to be made in connection with the security interest granted herein, no consent of any Person (including partners, members, shareholders or creditors of the Pledgor or of any Subsidiary of the Pledgor), nor any license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental instrumentality, is required (and no other restriction on transfer or veto right may be exercised by any Person) in connection with (i) the execution, delivery, performance, validity or enforceability of this Pledge Agreement, (ii) the perfection or maintenance of the Security Interest in the Pledged Collateral created hereby (including the first priority nature of such Security Interest) or (iii) the exercise by the Pledgee of the rights provided for in this Pledge Agreement.

Section 4. Covenants The Pledgor hereby covenants and agrees with the Pledgee as follows:

4.01. Pledgor's Legal Status Without providing at least 30 days' prior written notice to the Pledgee, the Pledgor shall not change its type of organization, jurisdiction of organization or other legal structure.

4.02. Pledgor's Name Without providing at least 30 days' prior written notice to the Pledgee, the Pledgor shall not change its name.

4.03. Pledgor's Organizational Number Without providing at least 30 days' prior written notice to the Pledgee, the Pledgor shall not change its organizational identification number if it has one. If the Pledgor does not have an organizational identification number and later obtains one, the Pledgor shall forthwith notify the Pledgee of such organizational identification number.

4.04. Locations Without providing at least 30 days' prior written notice to the Pledgee, the Pledgor shall not change its principal residence, its place of business or (if it has more than one place of business) its chief executive office or its mailing address.

4.05. Title to Collateral (a) Except for the Security Interest herein granted, the Pledgor shall be the owner of the Pledged Collateral free from any Lien other than Permitted Security, and the Pledgor, at its sole cost and expense, shall defend the same against all claims and demands of all Persons at any time claiming the same or any interests therein adverse to the Pledgee, other than Persons holding Permitted Security; and (b) the Pledgor shall not sell or otherwise dispose of, or pledge, mortgage or create, or suffer to exist a Lien, other than Permitted Security, on, the Pledged Collateral in favor of any Person other than the Pledgee and the inclusion of "proceeds" of the Pledged Collateral under the Security Interest granted herein shall not be deemed a consent by the Pledgee to any sale or other disposition of any Pledged Collateral.

4.06. Taxes The Pledgor shall pay promptly when due all taxes, assessments, governmental charges and levies upon the Pledged Collateral or incurred in connection with the Pledged Collateral of the Pledgor or incurred in connection with this Pledge Agreement.

4.07. Further Assurances The Pledgor will, from time to time, at its expense, promptly execute and deliver all further instruments and documents and take all further action that (i) may be required pursuant to this Pledge Agreement or necessary to perfect or (ii) that the Pledgee may reasonably request in order to perfect and protect, any Security Interest granted or purported to be granted hereby or to enable the Pledgee to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral.

Section 5. Voting Rights and Certain Payments

5.01. Voting Rights and Ordinary Payments Prior to an Enforcement Event So long as no Enforcement Event shall have occurred and be continuing, the Pledgor shall be entitled:

(a) to exercise, as it shall think fit, but in a manner not inconsistent with the terms hereof and/or the terms of the other Debt Documents, the voting power with respect to the Pledged Collateral, and for that purpose the Pledgee shall (if any Pledged Securities of such Pledgor shall be registered in the name of the Pledgee or its nominee) execute or cause to be executed from time to time, at the expense of the Pledgor, such proxies or other instruments in favor of the Pledgor or its nominee, in such form and for such purposes as shall be reasonably required by the Pledgor and shall be specified in a written request therefor, to enable it to exercise such voting power with respect to the Pledged Securities; and

(b) except as otherwise provided in Section 5.02, to receive and retain for its own account any and all payments, proceeds, dividends, distributions, monies, compensation, property, assets, instruments or rights to the extent such are permitted pursuant to the terms of the Loan Agreement.

5.02. Voting Rights and Ordinary Payments After an Enforcement Event Upon the occurrence and during the continuance of any Enforcement Event, all rights of the Pledgor to exercise or refrain from exercising the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Section 5.01(a) and to receive the payments, proceeds, dividends, distributions, monies, compensation, property, assets, instruments or rights that the Pledgor would otherwise be authorized to receive and retain pursuant to Section 5.01(b) shall cease, and thereupon the Pledgee shall be entitled but not obligated to exercise all voting power with respect to the Pledged Securities and to receive and retain, as additional collateral hereunder, any and all payments, proceeds, dividends, distributions, monies, compensation, property, assets, instruments or rights at any time declared or paid upon any of the Pledged Collateral after such an Enforcement Event and otherwise to act with respect to the Pledged Collateral as outright owner thereof.

Section 6. All Payments in Trust All payments, proceeds, dividends, distributions, monies, compensation, property, assets, instruments or rights that are received by the Pledgor contrary to the provisions of Section 5 shall be received and held in trust for the benefit of the Pledgee, shall be segregated by the Pledgor from other funds of the Pledgor and shall be forthwith paid over to the Pledgee as Pledged Collateral in the same form as so received (with any necessary endorsement).

Section 7. Remedies

7.01. Disposition Upon Default and Related Provisions

(a) Upon the occurrence and during the continuance of any Enforcement Event, the Pledgee may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all rights of voting, exercise and conversion with respect to the Pledged Collateral and all of the rights and remedies of a secured party under the NYUCC at that time (whether or not applicable to the affected Pledged Collateral) and may also, without obligation to resort to other security, at any time and from time to time, sell, resell, assign and deliver, in its sole discretion, all or any of the Pledged Collateral, in one or more parcels at the same or different times, and all right, title and interest, claim and demand therein and right of redemption thereof, on any securities exchange on which any Pledged Collateral may be listed, or at public or private sale, for cash, upon credit or for future delivery, and in connection therewith the Pledgee may grant options:

(b) If any of the Pledged Collateral is sold by the Pledgee upon credit or for future delivery, the Pledgee shall not be liable for the failure of the purchaser to purchase or pay for the same and, in the event of any such failure, the Pledgee may resell such Pledged Collateral. In no event shall the Pledgor be credited with any part of the proceeds of sale of any Pledged Collateral until cash payment therefor has actually been received by the Pledgee.

(c) The Pledgee may purchase any Pledged Collateral at any public sale and, if any Pledged Collateral is of a type customarily sold in a recognized market or is of the type that is the subject of widely distributed standard price quotations, the Pledgee may purchase such Pledged Collateral at private sale, and in each case may make payment therefor by any means, including, without limitation, by release or discharge of Secured Obligations in lieu of cash payment.

(d) The Pledgor recognizes that the Pledgee may be unable to effect a public sale of all or part of the Pledged Collateral consisting of securities by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Securities Act"), or in applicable blue sky or other state securities laws, as now or hereafter in effect, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account, for investment and without a view to the distribution or resale thereof. The Pledgor agrees that any such Pledged Collateral sold at any such private sale may be sold at prices and upon other terms less favorable to the seller than if the Pledged Collateral were sold at public sale. The Pledgee shall have no obligation to delay the sale of any of the Pledged Collateral for the period of time necessary to permit the issuer of such securities, even if such issuer would agree, to register such securities for public sale under the Securities Act. The Pledgor agrees that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

(e) No demand, advertisement or notice, all of which are hereby expressly waived, shall be required in connection with any sale or other disposition of any part of the Pledged Collateral that threatens to decline speedily in value or that is of a type customarily sold on a recognized market; otherwise the Pledgee shall give the Pledgor at least ten (10) days' prior notice of the time and place of any public sale and of the time after which any private sale or other disposition is to be made, which notice the Pledgor agrees is commercially reasonable.

(f) The Pledgee shall not be obligated to make any sale of Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale may have been given. The Pledgee may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned

from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(g) The remedies provided herein in favor of the Pledgee shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in favor of the Pledgee existing at law or in equity.

(h) To the extent that applicable law imposes duties on the Pledgee to exercise remedies in a commercially reasonable manner, the Pledgor acknowledges and agrees that it is not commercially unreasonable for the Pledgee (i) to advertise dispositions of Pledged Collateral through publications or media of general circulation; (ii) to contact other Persons, whether or not in the same business as the Pledgor, for expressions of interest in acquiring all or any portion of the Pledged Collateral; (iii) to hire one or more professional auctioneers to assist in the disposition of Pledged Collateral; (iv) to dispose of Pledged Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Pledged Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (v) to disclaim disposition warranties, or (vi) to the extent deemed appropriate by the Pledgee, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Pledgee in the disposition of any of the Pledged Collateral. The Pledgor acknowledges that the purpose of this clause (h) is to provide non-exhaustive indications of what actions or omissions by the Pledgee would not be commercially unreasonable in the Pledgee's exercise of remedies against the Pledged Collateral and that other actions or omissions by the Pledgee shall not be deemed commercially unreasonable solely on account of not being indicated in this clause (h). Without limiting the foregoing, nothing contained in this clause (h) shall be construed to grant any rights to the Pledgor or to impose any duties on the Pledgee that would not have been granted or imposed by this Pledge Agreement or by applicable law in the absence of this clause (h).

7.02. Pledgee Appointed Attorney-in-Fact

(a) To effectuate the terms and provisions hereof, the Pledgor hereby appoints the Pledgee as the Pledgor's attorney-in-fact for the purpose, from and after the occurrence and during the continuance of an Enforcement Event, of carrying out the provisions of this Pledge Agreement and taking any action and executing any instrument that the Pledgee from time to time in the Pledgee's reasonable discretion may deem necessary or advisable to accomplish the purposes of this Pledge Agreement. Without limiting the generality of the foregoing, the Pledgee shall, from and after the occurrence of an Enforcement Event, have the right and power to:

(i) receive, endorse and collect all checks and other orders for the payment of money made payable to the Pledgor representing any interest or dividend or other distribution or amount payable in respect of the Pledged Collateral or any part thereof and to give full discharge for the same;

(ii) execute endorsements, assignments or other instruments of conveyance or transfer with respect to all or any of the Pledged Collateral;

(iii) exercise all rights of the Pledgor as owner of the Pledged Collateral including, without limitation, the right to sign any and all amendments, instruments, certificates, proxies, and other writings necessary or advisable to exercise all rights and privileges of (or on behalf of) the owner of the Pledged Collateral, including, without limitation, all voting rights with respect to the Pledged Securities;

(iv) ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Pledged Collateral;

(v) file any claims or take any action or institute any proceedings that the Pledgee may deem necessary or desirable for the collection of any of the Pledged Collateral or otherwise to enforce the rights of the Pledgee with respect to any of the Pledged Collateral; and

(vi) generally to sell, transfer, pledge, make any agreement with respect to or

otherwise deal with any of the Pledged Collateral as fully and completely as though the Pledgee were the absolute owner thereof for all purposes, and to do, at the Pledgee's option and the Pledgors' expense, at any time or from time to time, all acts and things that the Pledgee deems reasonably necessary to protect, preserve or realize upon the Pledged Collateral.

(b). The Pledgor hereby ratifies and approves all acts of the Pledgee made or taken pursuant to this Section 7.02 (provided that the Pledgor does not, by virtue of such ratification, release any claim that the Pledgor may otherwise have against the Pledgee for any such acts made or taken by the Pledgee through gross negligence or willful misconduct). Neither the Pledgee nor any Person designated by the Pledgee shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law, except such as may result from the Pledgee's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and nonappealable judgment. This power, being coupled with an interest, is irrevocable so long as this Pledge Agreement shall remain in force.

7.03. Pledgee's Duties of Reasonable Care

(a) The Pledgee shall have the duty to exercise reasonable care in the custody and preservation of any Pledged Collateral in its possession, which duty shall be fully satisfied if such Pledged Collateral is accorded treatment substantially equal to that which Pledgee accords its own property and, with respect to any calls, conversions, exchanges, redemptions, offers, tenders or similar matters relating to any such Pledged Collateral (herein called "Events"),

(i) the Pledgee gives the Pledgor reasonable notice of the occurrence of any Events of which the Pledgee has received actual knowledge, which Events are applicable to any securities that are in bearer form or are not registered and held in the name of the Pledgee or its nominee (the Pledgor agreeing to give the Pledgee reasonable notice of the occurrence of any Events of which the Pledgor has knowledge, which Events are applicable to any securities in the possession of the Pledgee), and

(ii) the Pledgee endeavors to take such action with respect to any of the Events as the Pledgor may reasonably and specifically request in writing in sufficient time for such action to be evaluated (which shall be done promptly) and taken or, if the Pledgee reasonably believes that the action requested would adversely affect the value of the Pledged Collateral as collateral or the collection of the Secured Obligations, or would otherwise prejudice the interests of the Pledgee, the Pledgee gives reasonable notice to the Pledgor that any such requested action will not be taken and, if the Pledgee makes such determination or if the Pledgor fails to make such timely request, the Pledgee takes such other action as it deems advisable in the circumstances.

(b) Except as hereinabove specifically set forth, the Pledgee shall have no further obligation to ascertain the occurrence of, or to notify the Pledgor with respect to, any events or Events and shall not be deemed to assume any such further obligation as a result of the establishment by the Pledgee of any internal procedures with respect to any securities in its possession, nor shall the Pledgee be deemed to assume any other responsibility for, or obligation or duty with respect to, any Pledged Collateral or its use of any nature or kind, or any matter or proceedings arising out of or relating thereto, including, without limitation, any obligation or duty to take any action to collect, preserve or protect its or the Pledgor's rights in the Pledged Collateral or against any prior parties thereto, but the same shall be at the Pledgor's sole risk and responsibility at all times.

(c) The Pledgor waives any restriction or obligation imposed on the Pledgee under Sections 9-207(c)(1) and 9-207(c)(2) of the NYUCC.

7.04. Pledgee May Perform If the Pledgor fails to perform any agreement contained herein for a period of ten (10) days after receipt of written notice of such failure from the Pledgee (other than upon the occurrence and during the continuance of an Event of Default, in which case no notice shall be required), the Pledgee may itself perform or cause performance of such agreement, and the expenses of the Pledgee incurred in connection therewith shall be paid by the Pledgor on demand.

Section 8. Suretyship Waivers by Pledgor: Obligations Absolute

(a) The Pledgor waives demand, notice, protest, notice of acceptance of this Pledge Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description thereof except as provided for in the Debt Documents, all in such manner and at such time or times as the Pledgee may deem advisable. Except as expressly set forth in this Pledge Agreement, the Pledgee shall have no duty as to the collection or protection of the Pledged Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 7.03.

(b) All rights of the Pledgee hereunder, the Security Interests and all obligations of the Pledgor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Loan Agreement, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement, or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from or any acceptance of partial payment thereon and/or settlement, compromise or adjustment of any Secured Obligation or of any guarantee securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Pledgor in respect of the Secured Obligations or this Pledge Agreement other than satisfaction in full of the Secured Obligations.

(c) Until such time as this Pledge Agreement shall terminate in accordance with Section 14, the Pledgor will not exercise any rights which it may have by reason of performance by it of its obligations under this Pledge Agreement to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Pledgee under the Debt Documents.

Section 9. Marshalling The Pledgee shall not be required to marshal any present or future collateral security (including but not limited to this Pledge Agreement and the Pledged Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Pledgor hereby agrees that it shall not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the rights of the Pledgee under this Pledge Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Pledgor hereby irrevocably waives the benefits of all such laws.

Section 10. Proceeds of Dispositions After deducting all expenses payable to the Pledgee in accordance with the Debt Documents, the residue of any proceeds of collection or sale of Pledged Collateral shall, to the extent actually received in cash, be applied to the payment of the remaining Secured Obligations in such order or preference as is provided in Clauses 5.2.6 and 5.2.7 of the Loan Agreement, proper allowance and provision being made for any Secured Obligations not then due and for any cash proceeds held as additional collateral. Upon the final payment and satisfaction in full of all of the Secured Obligations (other than inchoate indemnity obligations and provided that no further Secured Obligations may become outstanding) and the termination of all commitments under the Loan Agreement and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the NYUCC, any excess shall be promptly returned to the Pledgor and in any event the Pledgor shall remain liable for any deficiency in the payment of the Secured Obligations.

Section 11. Payment Free and Clear of Taxes Any and all payments by or on account of any obligation of the Pledgor hereunder shall be made free and clear of, and without deduction for, any taxes, on the same terms and to the same extent that payments by the Pledgor are required to be made pursuant to the relevant section of the Loan Agreement. To the extent not explicitly set forth therein, each such provision of the Loan Agreement shall apply to the Pledgor *mutatis mutandis*.

Section 12. Overdue Amounts All amounts due and payable by the Pledgor hereunder shall constitute Secured Obligations and, whether before or after judgment, shall bear interest until paid at a rate per annum equal to the Default Rate.

Section 13. Reinstatement Notwithstanding the provisions of Section 15, the obligations of the Pledgor pursuant to this Pledge Agreement and the Security Interests shall continue to be effective or automatically be reinstated, as the case may be, if at any time payment or recovery of any of the Secured Obligations is rescinded or otherwise must be restored or returned by the Pledgee upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Pledgor, any other member of the Group (as defined in the Loan Agreement), or otherwise, all as though such payment or recovery had not been made.

Section 14. Termination

(a) This Pledge Agreement and the security interests created hereby shall terminate when the Secured Obligations (other than any inchoate indemnity obligations) have been irrevocably and unconditionally paid in full, no Secured Obligations remain outstanding and the Pledgee shall not have any obligation (whether actual or contingent) to make available any further advance or financial accommodation under the Loan Agreement and the Existing Loan Agreement.

(b) In connection with any termination or release pursuant to paragraph (a), the Pledgee shall return all Pledged Collateral in its possession to the Pledgor and shall execute and deliver to the Pledgor, at the Pledgor's expense, all documents that the Pledgor shall reasonably request to evidence such termination or release.

Section 15. Miscellaneous

15.01. Notices All notices and other communications provided for herein shall be made in accordance with the terms of Article 14 of the Loan Agreement, provided that:

(a) in the case of the Pledgor, all notices and communications shall be delivered to the address, facsimile number, electronic mail address or telephone number specified under its signature hereto; and

(b) in the case of the Pledgee, all notices and communications shall be delivered to the address, facsimile number, electronic mail address or telephone number specified under its signature hereto.

15.02. Counterparts; Effectiveness This Pledge Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Pledge Agreement shall become effective when it shall have been executed by the Pledgee and the Pledgee shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Pledge Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Pledge Agreement.

15.03. Headings Section and subsection headings in this Pledge Agreement are included for convenience of reference only and shall not affect the interpretation of this Pledge Agreement.

15.04. No Strict Construction The parties hereto have participated jointly in the negotiation and drafting of this Pledge Agreement. In the event an ambiguity or question of intent or interpretation arises, this Pledge Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Pledge Agreement.

15.05. Severability If any provision of this Pledge Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Pledge Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic

effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.06. Survival of Agreement All covenants, agreements, representations and warranties made by the Pledgor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Pledge Agreement shall be considered to have been relied upon by the Pledgee and shall survive the execution and delivery of the Debt Documents and the advance of all extensions of credit contemplated thereby, regardless of any investigation made by the Pledgee or on their behalf and notwithstanding that the Pledgee may have had notice or knowledge of any Default at the time of any extension of credit, and shall continue in full force and effect until this Pledge Agreement shall terminate (or thereafter to the extent provided herein).

15.07. Binding Effect This Pledge Agreement is binding upon the Pledgor and the Pledgee and their respective successors and assigns, and shall inure to the benefit of the Pledgor, the Pledgee and their respective successors and assigns, except that the Pledgor shall not have any right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly contemplated by this Pledge Agreement or the Loan Agreement and any assignment or transfer by Pledgee shall only be made in connection with a permitted assignment or transfer under the Loan Agreement.

15.08. Waivers; Amendments

(a) No failure or delay of the Pledgee in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Pledgee hereunder and under the Loan Agreement and any other Debt Documents are cumulative and are not exclusive of any rights or remedies that any of them would otherwise have. No waiver of any provisions of this Pledge Agreement or consent to any departure by the Pledgor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Pledgor in any case shall entitle the Pledgor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Pledge Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Pledgee and the Pledgor, subject to any consent required in accordance with the Loan Agreement.

15.09. Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS PLEDGE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK without regard to the principles thereof regarding conflict of laws.

(b) Submission to Jurisdiction. The Pledgor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Pledge Agreement or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees, to the fullest extent permitted by applicable law, that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Pledge Agreement shall affect any right that the Pledgee may otherwise have to bring any action or proceeding relating to this Pledge Agreement against the Pledgor or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. The Pledgor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Pledge Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. The Pledgor irrevocably appoints the Company, at 200 High Street, Boston, MA 02110, U.S.A as its authorized agent on which any and all legal process may be served in any action, suit or proceeding brought in any court referred to in paragraph (b) of this Section. The Pledgor agrees that service of process in respect of it upon such agent, together with written notice of such service given to it in the manner provided for notices in Section 16.01, shall be deemed to be effective service of process upon it in any such action, suit or proceeding. The Pledgor agrees that the failure of such agent to give notice to it of any such service shall not impair or affect the validity of such service or any judgment rendered in any such action, suit or proceeding based thereon. If for any reason such agent shall cease to be available to act as such, the Pledgor agrees to irrevocably appoint another such agent in New York, as its authorized agent for service of process, on the terms and for the purposes specified in this paragraph (d). Nothing in this Pledge Agreement or any other document executed in connection herewith will affect the right of any party hereto to serve process in any other manner permitted by applicable law or to obtain jurisdiction over any party or bring actions, suits or proceedings against any party in such other jurisdictions, and in such matter, as may be permitted by applicable law.

15.10 WAIVER OF JURY TRIAL EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PLEDGE AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

15.11 Judgment Currency If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due under this Pledge Agreement or any other document executed in connection herewith in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Pledgee could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Pledgor in respect of any such sum due from it to the Pledgee hereunder or under any other document executed in connection herewith shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of the Loan Agreement or this Pledge Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Pledgee of any sum adjudged to be so due in the Judgment Currency, the Pledgee may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Pledgee from the Pledgor in the Agreement Currency, the Pledgor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Pledgee or other Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Pledgee in such currency, the Pledgee agrees to return the amount of any excess to the Pledgor (or to any other Person who may be entitled thereto under applicable law).

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused this Pledge Agreement to be duly executed as of the date first above written.

Signed by
THE CURRENCY CLOUD GROUP LIMITED
as Pledgor

By: _____
Name:
Title: Director

Address: 9th Floor 107 Cheapside, London, England, EC2V 6DN
Attn: Mike Laven or Fiona Lee
Email: Mike.laven@currencycloud.com
fiona.tee@currencycloud.com

Signed by
KREOS CAPITAL V (UK) LIMITED
as Pledgee

By:

[REDACTED]

Address: 25 Old Burlington Street, London W1S 3AN
Attn: The Directors
Fax No.: +44 (0)207 409 1034
Tel No.: +44 (0)207 758 3450
Email: Sean@kreoscapital.com

<i>with a copy to:</i>	<i>Bird & Bird LLP</i>
<i>Address:</i>	<i>12 New Fetter Lane, London EC4A1JP</i>
<i>Fax:</i>	<i>+44 (0)207 415 6111</i>
<i>For the attention of:</i>	<i>Struan Penwarden</i>

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused this Pledge Agreement to be duly executed as of the date first above written.

Signed by
THE CURRENCY CLOUD GROUP LIMITED
as Pledgor

By:

[REDACTED]

Address: 9th Floor 107 Cheapside, London, England, EC2V 6DN
Attn: Mike Laven or Fiona Lee
Email: Mike.laven@currencycloud.com
fiona.tee@currencycloud.com

Signed by
KREOS CAPITAL V (UK) LIMITED
as Pledgee

By: _____

Name:
Title: Director

Address: 25 Old Burlington Street, London W1S 3AN
Attn: The Directors
Fax No.: +44 (0)207 409 1034
Tel No.: +44 (0)207 758 3450
Email: Sean@kreoscapital.com

with a copy to: *Bird & Bird LLP*
Address: *12 New Fetter Lane, London EC4A1JP*
Fax: *+44 (0)207 415 6111*
For the attention of: *Struan Pemwarden*

Schedule 1 to Pledge Agreement

Pledged Securities

THE CURRENCY CLOUD INC.

Description of Pledged Securities:

Name of Issuer	Class of Equity Interests	Certificate Numbers	Number of Equity Interests	Percentage of total Equity Interests of such Issuer
The Currency Cloud Inc.	Common Stock of US\$0.01 each	1, 2 and 3	100,500,00	100%

Exact Name of the Pledgor: The Currency Cloud Group Limited

The Pledgor is a company incorporated in England & Wales.

The Pledgor is organized under the laws of England & Wales.

The Pledgor's registration number is 06324658.

Address of place of business or chief executive office of the Pledgor: 9th Floor 107 Cheapside, London, England, EC2V 6DN

