672655/23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use form MR08.

For further information, please refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration** **21 days** beginning with the day after the date of creation of the c delivered outside of the 21 days it will be rejected unless it is acco court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record. **Do not send the origin**

MONDAY

L7CA2K0J
LD4 13/08/2018 #71
COMPANIES HOUSE

1 Company details

For official use 3

Company number	0 7 8 3 6 5 6 2
Company name in full	SUMUP PAYMENTS LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 0 d 3 m 0 m 8 y 2 y 0 y 1 y 8

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X Macfarlanes LLP X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name 663631/CAZT
Company name Macfarlanes LLP
Address 20 Cursitor Street
Post town
County/Region London
Postcode E C 4 A 1 L T
Country UK
DX DX No. 138 Chancery Lane
Telephone +44 (0)20 7831 9222

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7836562

Charge code: 0783 6562 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2018 and created by SUMUP PAYMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2018.

Given at Companies House, Cardiff on 21st August 2018

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

SUMUP PAYMENTS LIMITED
(as Chargor)

TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD
(as Security Agent)

SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G COMPANIES ACT 2006, THIS COPY INSTRUMENT IS CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Macfarlanes LLP

DATE: 13-8-18

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

ACCOUNT CHARGE

William Fry
Solicitors
2 Grand Canal Square
Dublin 2
D02 A342
www.williamfry.com
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THIS DEED OF CHARGE is made on 3 August 2018

BETWEEN:

(1) **SUMUP PAYMENTS LIMITED** having its registered office at 32-34 Great Marlborough Street, London, W1F7JB, United Kingdom (the **Chargor**);

(2) **TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD** as Security Agent for the Secured Parties (the **Security Agent**)

RECITALS:

A. The Lenders have agreed to make the Facilities available to the Borrowers pursuant to the terms of the Facilities Agreement.

B. It is one of the conditions of the availability of facilities that the Chargor execute and deliver this Deed and provide to the Security Agent on behalf of the Secured Parties the security created by this Deed.

C. The directors of the Chargor are satisfied that it is in the best interests of and for the corporate benefit of the Chargor to enter into this Deed.

D. The Security Agent is entering into this Deed as Security Agent on behalf of the Secured Parties.

THIS DEED WITNESSES as follows:

SECTION 1.0 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the Recitals), all terms and expressions shall, unless defined in this Deed or the context otherwise requires, have the meaning attributed to such terms and expressions in the Facilities Agreement (whether defined expressly therein or by reference to another document).

1.2 Further Definitions

In this Deed (including the Recitals):

Account Bank means a bank, financial institution or any other entity with which the Chargor holds a Security Account;

Act means the Land and Conveyancing Law Reform Act 2009;

Companies Act means the Companies Act 2014;

Facilities Agreement means the facilities agreement dated on or about the date hereof between, among others, (1) SumUp Holdings Midco S.à r.l. (as parent), (2) SumUp Holdings Luxembourg S.à r.l. (as Borrower), (3) The Companies Listed Therein (as original guarantors), (4) TPG Specialty Lending Europe I Advisors, LTD (as mandated lead arranger), (5) TPG Specialty Lending Europe I Advisors, LTD (as agent) and (6) the Security Agent;

Receiver means any one or more receivers and/or manager appointed by the Security Agent in respect of the Chargor over all or any part of the Security Assets;

Secured Obligations means all present and future liabilities and obligations at any time due, owing or incurred by each Obligor or any other member of the Group to any Secured Party

under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity;

Security means the Security Interests constituted or intended to be constituted by this Deed;

Security Accounts means, in respect of the Chargor, the bank accounts in its name as more particularly listed in Schedule 1 (*Security Accounts*) bearing the account numbers set out therein and all other current, deposit or other accounts with any bank or financial institution or other person in which it has an interest and any replacement or redesignated accounts from time to time and the debt represented thereby;

Security Assets means, in respect of the Chargor, all its assets, undertakings, rights and *property (both present and future), the subject of the Security*;

Security Interest means a mortgage, charge, pledge, hypothecation, lien or other assignment or deposit by way of security or other security interest whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect; and

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Agent irrevocably confirm in writing that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

1.3 Interpretation

(a) Except as provided below and unless the context otherwise provides, Clause 1.2 (*Construction*) of the Facilities Agreement shall apply to this Deed as if all references therein to **this Agreement** were to **this Deed**.

(b) In this Deed, unless the contrary intention appears, a reference to:

(i) an **amendment**, includes a supplement, amendment, novation, restatement or re-enactment and **amended** is to be construed accordingly;

(ii) **company**, includes a corporation or a body corporate;

(iii) **related company** means a related company within the meaning of the Companies Act;

(iv) a provision or matter **including** or which **includes** shall be construed without limitation to any events, circumstances, conditions, acts or matters listed or specified after those words;

(v) the **winding up, dissolution** or **examinership** of a company shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which a company carries on business including, but not limited to, the seeking of liquidation, winding up, reorganisation, dissolution, examinership, administration, arrangements, adjustment, protection or relief of debtors;

(vi) a provision of law is a reference to that provision as extended, applied, amended, substituted or re-enacted and includes any subordinate legislation made thereunder; and

(vii) the singular includes the plural and vice versa.

(c) Unless the contrary intention appears, the index to and the headings in this Deed do not affect its interpretation.

(d) Unless the context otherwise provides, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

(e) Section 75 of the Act shall not apply to this Deed.

1.4 Certificates

Any certificate or determination of the Security Agent as to any amounts owing under this Deed will be conclusive and binding on each Chargor, save in the case of manifest error.

1.5 Financial Collateral

To the extent that any of the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor and the Security Agent hereunder constitute a "security financial collateral arrangement" (in each case as defined in the European Communities (Financial Collateral Arrangements) Regulations 2010 (the **Regulations**)) the Security Agent shall have the right, at any time after the Security has become enforceable, to appropriate any or all of the Security Assets which constitutes financial collateral in such manner as it thinks fit in or towards the satisfaction of the Secured Obligations in accordance with the Regulations. For this purpose the parties agree that the value of such financial collateral so appropriated shall be a market price or value at the time of appropriation as determined by the Security Agent by such process as the Security Agent may select including independent valuation. The parties further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

SECTION 2.0 - NATURE OF SECURITY AND COVENANT TO PAY

2.1 Nature and Scope of Security

Notwithstanding anything to the contrary in this Deed, the obligations, liabilities and undertakings under this Deed shall be deemed not to be undertaken or incurred to the extent that the same would:

(a) constitute unlawful financial assistance prohibited by Section 82 of the Companies Act (or any analogous provision of any other applicable law); or

(b) constitute a breach of Section 239 of the Companies Act (or any analogous provision of any other applicable law).

2.2 Covenant to Pay

The Chargor hereby unconditionally and irrevocably covenants with the Security Agent that it will on demand pay, discharge or perform the Secured Obligations when they become due.

SECTION 3.0 - SECURITY

3.1 Fixed Charges

As continuing security for the payment, performance and discharge of all of the Secured Obligations, the Chargor in favour of the Security Agent as legal and beneficial owner hereby charges by way of first fixed charge all of its rights, title, interest and benefit in and to the Account together with all monies from time to time standing to the credit of the Security Account and all other rights and benefits accruing or arising in connection with the Security Account, including but not limited to entitlements to interest to the extent not effectively assigned under Clause 3.2 below.

3.2 Assignments

As continuing security for the payment, performance and discharge of all of the Secured Obligations the Chargor, as legal and beneficial owner hereby assigns and agrees to assign absolutely to the Security Agent by way of first fixed security, all its present and future right, title, interest and benefit in and to (insofar as the same are capable of assignment) all of its rights and benefits (but not its obligations) in respect of the Security Account together with all

monies from time to time standing to the credit of such account and all other rights and benefits accruing or arising in connection with such accounts including but not limited to entitlements to interest.

3.3 Non-Assignable

To the extent that any such right, title and interest described in Clause 3.2 is not assignable or capable of assignment, the Chargor shall hold the benefit of any such right, title and interest in trust for the Security Agent.

3.4 Negative Pledge

The Chargor shall not with the prior written consent of the Security Agent:

(a) create or permit to subsist any Security Interest in or over the Security Account;

(b) sell, assign transfer, licence, lease, grant any option over or otherwise dispose of or part with possession of the Security Account in any manner or enter into any agreement to sell, transfer, licence, lease, grant any option over or otherwise dispose of the Security Account; or

(c) do or permit to be done any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security or materially diminish the value of any of the Security Account or the effectiveness of the Security.

3.5 Validity of Security

The Security shall be and shall be deemed to be effective and shall have effect whether or not the principal monies and interest and all other sums intended to be hereby secured or any part thereof shall be advanced before or after or upon the date of the execution of this Deed.

3.6 Continuing Obligations

Notwithstanding any other provisions of this Deed:

(a) the Chargor shall remain liable under any contracts (including the Agreements), agreement and other documents included in the Security Asset to which it is a party (to the extent set forth therein) to perform all of its duties and obligations thereunder to the same extent as if this Deed had not been executed;

(b) the exercise by the Security Agent of any of the rights hereunder shall not release any Chargor from any of its duties or obligations under such contracts, agreements and other documents; and

(c) the Security Agent shall not have any obligation or liability under any such contracts, agreements or other documents included in the Security Assets by reason of this Deed, nor shall the Security Agent be obligated to perform any of the obligations or duties or to discharge any of the liabilities of the Chargor thereunder or to make any payment or any enquiry as to the nature or sufficiency of any payment received by it or the Chargor or to take any action to collect or enforce any such contract, agreement or other document.

SECTION 4.0 - CONTINUING SECURITY, ETC.

4.1 Continuing Security

The Security shall be a continuing security for the Secured Obligations and shall not be considered as satisfied or discharged by any intermediate payment or settlement of all or any of the Secured Obligations.

4.2 Additional and Independent Security

This Security is in addition to, independent of and shall not in any way prejudice or affect any other Security Interest now or hereafter held by the Security Agent for the Secured Obligations. The Security shall not merge with nor be prejudiced by any other Security Interest or the invalidity of any such Security Interest.

4.3 Opening of New Accounts

If the Security Agent receives or is deemed to be affected by actual or constructive notice of any subsequent Security Interest affecting all or part of the Security Assets or if for any reason the Security ceases to be a continuing security, the Security Agent may open a new account for the Chargor and if the Security Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time it received or was deemed to have received such notice. As from that time all payments made to the Security Agent by the Chargor shall be treated as having been credited to such new account and shall not operate to reduce or have the effect of discharging any part of the Secured Obligations.

4.4 Suspense Account

All monies received, recovered or realised by the Security Agent or a Receiver under this Deed may at the discretion of the Security Agent or a Receiver be credited to any suspense or securities realised account for as long as the Security Agent or Receiver thinks fit without any obligation to apply such monies or any part thereof in or towards the discharge of the Secured Obligations. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent (acting reasonably) to be a fair market rate.

4.5 Release of Security

(a) On the expiry of the Security Period and subject always to Clause 4.5(b), the Security Agent will at any time thereafter at the request and cost of the Chargor (but subject to the rights and claims of any person having prior rights to the Security Assets or any of them) execute and do all such deeds, acts and things that may be necessary to surrender, reassign, discharge or release the Security.

(b) If the Secured Parties (or any of them) consider that an amount paid by the Chargor to the Secured Parties under any Finance Document is capable of being avoided or otherwise set aside on the liquidation or examinership of the Chargor or otherwise, then such amount shall not be considered to have been irrevocably paid for the purposes hereof, and the Security Agent may decline to grant any release of the Security for such time as the risk of avoidance or invalidity continues.

4.6 Reinstatement of Security

(a) Where any release, discharge or settlement (whether in respect of the Secured Obligations, the Security or otherwise) is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise, the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred.

(b) The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

4.7 Discretion of Security Agent and Receivers

Save as otherwise expressly provided for in this Deed any freedom or power which may be exercised or any determination which may be made pursuant to this Deed by the Security Agent or by any Receiver may be exercised or made in their/its absolute and unfettered discretion and they/it shall not be obliged to give reasons therefor.

4.8 Indulgence

The Security Agent may from time to time, in their discretion, give time or other indulgence or forbearance to the Chargor or any other party without in any way releasing the Chargor or affecting the Security.

4.9 Currency Conversion

(a) For or pending the discharge of the Secured Obligations, the Security Agent or any Receiver may convert any monies received, recovered or realised by the Security Agent or any Receiver from their existing currency into any other currency the Security Agent or Receiver thinks fit. Any such conversion shall be effected at the Security Agent spot rate of exchange for obtaining such other currency with the existing currency.

(b) No payment to the Security Agent (whether under a judgment or court order or otherwise) shall discharge the obligation or liability of the Chargor unless and until the Security Agent shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent the amount of any such payment shall on an actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the Chargor and shall be entitled to enforce the Security to recover the amount of the shortfall.

4.10 Waiver of Defences

(a) The liability of the Chargor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision would release or prejudice any of its obligations under this Deed or prejudice or diminish such obligations in whole or in part, including without limitation (and whether or not known to the Security Agent):

(i) any time, indulgence or waiver granted to, or composition with, the Chargor or any other person; or

(ii) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor; or

(iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect or take up or enforce any rights or remedies against, or any security over assets of, the Chargor or any other person;

(iv) any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any other security; or

(v) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of or other circumstance relating to, the Chargor or any other person; or

(vi) any variation (however fundamental and whether or not involving any increase in the liability of the Chargor thereunder) or replacement of any Agreement or any other document or security so that references to the Agreements or other documents or security in this Deed shall include each such variation or replacement; or

(vii) any unenforceability, illegality, invalidity or frustration of any obligation of the Chargor or any other person under any Agreement or any other document or security, or any failure of the Chargor to become bound by

the terms of an Agreement whether through any want of power or authority or otherwise; or

(viii) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of the Chargor under an Agreement or any security granted therefor resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

(b) The Security Agent shall not be concerned to see or investigate the powers or authorities of the Chargor or its officers or agents, and monies obtained or Secured Obligations incurred in purported exercise of such powers or authorities or by any person purporting to act on behalf of the Chargor shall be deemed to form a part of the Secured Obligations, and **Secured Obligations** shall be construed accordingly.

SECTION 5.0 - SECURITY ACCOUNTS AND BOOK DEBTS COVENANTS

5.1 Withdrawals

(a) Provided that an Acceleration Event has not occurred, the Chargor may withdraw any moneys from a Security Account in accordance with the terms of the Facilities Agreement.

(b) The Security Agent (or a Receiver) may withdraw amounts standing to the credit of a Security Account to meet an amount due and payable under any of the Finance Documents when it is due and payable

5.2 Notices of Charge

Upon execution and delivery of this Deed, the Chargor shall immediately:

(a) give notice to the Account Bank substantially in the form of Part 1 of Schedule 2 (*Notice to Account Bank*); and

(b) use its best endeavours to ensure that the Account Bank acknowledges the notice substantially in the form of Part 2 of Schedule 2 (*Acknowledgement of Account Bank*).

SECTION 6.0 - REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties

The Chargor hereby unconditionally and irrevocably makes the representations and warranties set out in Clause 6.2 to the Security Agent on the date of this Deed.

6.2 Security Accounts

In respect of the Security Account it is in compliance in all material respects and is not in default of any of its obligations under the terms and conditions applicable to the Security Account. There is no prohibition on assignment under such terms and conditions to the Security Agent or any other person or requirement to obtain the consent or waiver of any person to the assignment to the Security Agent or any other person.

SECTION 7.0 - ENFORCEABILITY OF SECURITY

7.1 When Security becomes Enforceable

On the occurrence of an Acceleration Event, the Security shall immediately become enforceable and the Secured Obligations shall immediately become due and payable.

7.2 Discretion

At any time on or after the Security shall have become enforceable the Security Agent may, in their absolute discretion, without further notice to or demand on the Chargor and without the restrictions contained in the Act (in particular, but not limited to, the provisions of Section 96(1) of the Act), enforce the Security Assets (or any part thereof) in any manner they see fit and exercise the power of sale and all other powers conferred on mortgagees by law and by the Act in each case as varied or extended by this Deed.

SECTION 8.0 - RIGHTS AND POWERS OF THE SECURITY AGENT

8.1 Entry into Possession

At any time on or after the Security shall have become enforceable, the Security Agent may in their absolute discretion, without further notice to or demand on the Chargor:

(a) enter into possession of or hold the Security Assets (or any part thereof) without the need to obtain the consent of the Chargor or an order for possession under Sections 97 or 98 of the Act; and/or;

(b) exercise any right, power or discretion conferred by this Deed or by law on a Receiver without first appointing a Receiver or notwithstanding the appointment of a Receiver,

PROVIDED THAT Section 99 of the Act shall not apply to this Deed and neither the Security Agent nor any Receiver shall be obliged to take any steps to sell or lease the Security Assets (or any part thereof) after going into possession of the Security Assets (or any part thereof) and the Security Agent and any Receiver shall have absolute discretion as to the time of exercise of the power of sale and the power of leasing and all other powers conferred on them by the Act or otherwise. Such rights of the Security Agent and any Receiver are without prejudice to and in addition to any right of possession (express or implied) to which the Security Agent and/or any Receiver is otherwise entitled (whether by virtue of this Deed, operation of law, statute, contract or otherwise).

8.2 Power of Sale

At any time on or after the Security has become enforceable the power of sale and all other powers conferred on mortgagees by the Act shall be exercisable immediately without the need:

(a) for the occurrence of any of the events specified in sub-sections (a) to (c) of Section 100(1) of the Act; or

(b) to give notice as specified in the final proviso to Section 100(1) of the Act; or

(c) to obtain the consent of the Chargor or a court order authorising the exercise of the power of sale under Sections 100(2) or (3) of the Act; or

(d) to give any notice to the Chargor under Section 103(2) of the Act.

The Chargor shall not take any action under Section 94 of the Act and the provisions of that Section shall not apply to the Security or to this Deed.

8.3 Due Date for Statutory Purposes

The Secured Obligations are deemed to have become due on the date of this Deed and the power of sale and all other powers conferred on mortgagees under the Act, as varied and amended by this Deed shall arise immediately on execution of this Deed.

8.4 Protection of Third Parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or its or his agents will be concerned to enquire:

(a) whether any of the Secured Obligations have become payable or remain due; or

(b) whether due notice has been given to any person; or

(c) whether any power which the Security Agent or any Receiver is purporting to exercise has become exercisable or has been or is being properly exercised; or

(d) whether any Receiver is authorised to act; or

(e) how any money paid to the Security Agent or to any Receiver is to be applied,

and all protections to purchasers contained in Sections 105(1), 106 and 108(5) of the Act shall apply to any person (including a purchaser) dealing with the Security Agent or any Receiver in like manner as if the statutory powers under the Act had not been varied or extended by this Deed. The provisions of Section 105(2) of the Act shall not apply to this Deed or any enforcement thereof.

8.5 Conclusive Receipt

The receipt of the Security Agent or any Receiver shall be absolute and conclusive discharge of a purchaser and shall relieve such purchaser from being concerned to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

8.6 Application of Monies

Unless otherwise determined by the Security Agent, all monies received by the Security Agent or Receiver in the exercise of any powers conferred by this Deed, shall after the discharge of all sums, obligations and liabilities having priority thereto be applied in the following manner and order:

(a) in or towards the payment of all cost, charges and expenses of and incidental to the appointment of any Receiver under this Deed and his remuneration;

(b) in or towards the payment and discharge of any liabilities incurred or payable by a Receiver whether of his own account or on behalf of any or all of the Chargor in the exercise of any of the powers conferred by this Deed;

(c) in or towards payment or discharge of the Secured Obligations in the manner provided for under Clause 9.3 (*Application of Mandatory Prepayments and Cancellation*) of the Facilities Agreement; and

(d) any surplus shall be paid to the Chargor or any person entitled thereto.

Sections 106(3), 107 and 109 of the Act shall not apply to the application of any monies received or realised pursuant to the exercise of powers conferred by this Deed.

8.7 Delegation

The Security Agent and any Receiver shall have full power to delegate to any person any right, power, discretion exercisable by it under this Deed or under the Act upon any terms as they may deem fit provided always that the Security Agent or any Receiver should not be in any way liable to the Chargor for any loss or damage arising for any act, default or omission for misconduct on the part of any such delegate. No delegation made pursuant to this Deed shall preclude the subsequent exercise of any such right, power or discretion by the Security Agent or any Receiver nor shall it preclude the Security Agent or any Receiver from making any

subsequent delegation to some other person. Any such delegation may be revoked by the Security Agent or any Receiver at any time.

8.8 Indemnity

The Chargor shall indemnify the Security Agent and every Receiver against all actions, claims, demands, losses, expenses or liabilities whatsoever now or hereafter incurred by the Security Agent or any Receiver or by any officer, agent or employee of the Security Agent or any Receiver in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Chargor of any of its covenants or other obligations under this Deed unless such loss or damage shall be caused by the Security Agent's or any Receiver's own fraud, wilful neglect or negligence.

8.9 Prior Security Interests

At any time on or after the Security shall have become enforceable, the Security Agent may:

(a) redeem any prior Security Interest over any part of the Security Assets; and/or

(b) take a transfer of any such Security Interest it itself; and or

(c) settle and pass accounts of any person in whom the prior Security Interest may for the time being be vested and any account so settled and passed shall be binding and conclusive on the Chargor who hereby authorises any prior mortgagee/Security Agent pursuant to this clause to give to the Security Agent all information and account relating to the prior Security Interest.

The Chargor shall on demand pay to the Security Agent all monies so expended by the Security Agent pursuant to this clause and such monies, if not so paid, shall carry interest at the Default Rate as well after judgement as before from the time of the same having been expended until reimbursement and pending reimbursement such amounts shall constitute part of the Secured Obligations.

SECTION 9.0 - RECEIVERS

9.1 Power of Appointment

(a) At any time after the Security shall have become enforceable and without the need for the occurrence of any of the events specified in section 108(1)(a) to (c) inclusive of the Act, the Security Agent may without further notice under seal or in writing under the hand of any director, secretary, employee or agent for the time being of the Security Agent appoint one or more persons as Receiver of the Security Assets or any part thereof and may from time to time remove any Receiver so appointed in writing under the hand of any employee or agent of the Security Agent and appoint another or others in his stead and/or appoint another person to act with any such Receiver.

(b) If at any time there is more than one Receiver appointed over all or any of the Security Assets, each Receiver, unless specified to the contrary in any appointment document, may exercise all powers conferred by this Deed severally.

(c) Any appointment of a Receiver or Receivers may be made either before or after the Security Agent shall have entered into or taken possession of the Security Assets or any part thereof.

(d) Any right, power or discretion conferred by this Deed or by law on a Receiver may be exercised by the Security Agent without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9.2 Powers of Receiver

(a) A Receiver shall have and be entitled to exercise all powers conferred on a mortgagee or a receiver by statute and in particular all powers conferred by Section 437 of the Companies Act and conferred by the Act, without the restrictions contained in the Act. In addition, a Receiver shall have the power on behalf of and at the cost of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Security Assets or any part thereof and in particular but without limitation shall have power to do all or any of the following:

(i) to enter upon, take possession of, collect and get in the Security Assets and for that purpose to make demands, to take, defend or discontinue any proceedings or submit any matter to arbitration or mediation in the name of the Chargor;

(ii) to sell, dispose of, convert into money or realise (or concur in so doing) any of the Security Assets by public auction or private contract and to carry such sale or disposal into effect and by deed in the name and on behalf of the Chargor. The consideration for such sale or disposition may be cash, debentures, shares or other valuable consideration, payable in instalments or immediately in a lump sum;

(iii) to make any arrangement or compromise or enter into, perform, repudiate, rescind, vary or cancel any contracts which the Receiver shall think expedient;

(iv) to redeem any prior Security Interest and to settle and prove the accounts of the holder of such Security Interest. Any accounts so settled and proved shall be conclusive and binding on the Chargor and the money so paid shall be taken to be an expense properly incurred by the Receiver;

(v) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Security Assets or any part thereof and take, defend, continue and discontinue any proceedings relating to the Security Assets or any part thereof;

(vi) to raise or borrow money or incur any other liability, either unsecured or secured, on the Security Assets or any part thereof either in priority to the Security or otherwise and on such terms and conditions as the Receiver may think fit and no person lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any monies so raised or borrowed provided that no Receiver shall exercise this power without first obtaining the written consent of the Security Agent but the Security Agent shall incur no responsibility or liability to the Chargor or otherwise by reason of its giving or refusing such consent whether absolutely or subject to any limitation or condition; and

(vii) to do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the matters and powers aforesaid and which the Receiver may or can lawfully do as agent for the Chargor or necessary or desirable for the preservation or realisation of the Security and to use the name of the Chargor for all the above purposes.

(b) Unless otherwise directed by the Security Agent, such Receiver may also exercise all the powers and authority vested in the Security Agent by this Deed and in particular all powers vested in the Security Agent by Section 5.0 hereof. Section 108(4) of the Act shall not apply to this Deed.

(c) The Security Agent may from time to time or at any time require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of security to be so given but the Security Agent shall not be bound in any case to require any such security.

9.3 Liability of the Security Agent and Receiver

(a) The Security Agent and any Receiver appointed by the Security Agent under this Deed shall not, in any circumstances, whether by reason of the Security Agent or such Receiver entering into possession of the Security Assets or any part thereof or for any other reason whatsoever be liable to account as mortgagee in possession or on any basis whatsoever for anything except actual receipts or be liable for any loss arising from any realisation of the Security Assets or any part thereof.

(b) The Security Agent and each Receiver are entitled to all the rights, powers, authority, discretions and immunities conferred on mortgagees and receivers (save as varied or modified by this Deed) by the Act and shall not be liable for any default or omission in relation to the Security Assets or any exercise or non-exercise of any power, authority or discretion conferred on the Security Agent or any Receiver in relation to the Security Assets or any part thereof by or pursuant to this Deed or the Act unless such loss or damage is caused by the fraud or negligence of the Security Agent or such Receiver (as applicable).

9.4 Receiver Agent of the Chargor

Any Receiver appointed hereunder shall be deemed to be in the same position as a Receiver duly appointed under the Act and shall be the agent of the Chargor for all purposes. The Chargor shall be solely responsible for all acts, omissions, remuneration, defaults, losses of and liabilities incurred by the Receiver as agent for the Chargor. No Secured Party shall incur any liability whatsoever to the Chargor or to any other person for any such acts, defaults, omissions, misconduct or negligence of any Receiver appointed under this Deed or otherwise.

9.5 Remuneration of Receiver

A Receiver shall be entitled to remuneration at a rate to be fixed by agreement between such Receiver and the Security Agent (or failing such agreement to be fixed by the Security Agent). The provisions of Section 108(7) of the Act shall not apply to this Deed.

SECTION 10.0 - GENERAL PROVISIONS

10.1 Further Assurances

The Chargor shall at its own expense promptly do all such acts or execute and deliver all such documents (including assignments, transfers, mortgages, charges, filings, registrations, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may require in favour of the Security Agent or their nominee(s));

(a) to create, perfect, protect and/or maintain the Security (including for the avoidance of doubt, in respect of property and assets acquired after the execution of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent under this Deed;

(b) to facilitate the realisation of the Security Assets, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset;

(c) the action that may be required under paragraph (a) above includes:

(i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to their nominees; or

(ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary to ensure: (i) the validity, priority or enforceability of the Security; and/or (ii) that the Security Agent have the ability to exercise any of their rights, powers and remedies under this Deed.

10.2 Costs and Expenses

The provisions of Clause 19 (*Costs and Expenses*) of the Facilities Agreement shall apply mutatis mutandis to this Deed as if set out in full in this Deed

10.3 Assignment

This Deed shall be binding upon and inure to the benefit of each Party hereto and its successors and permitted assigns and references in this Deed to any of them shall be construed accordingly.

10.4 Consolidation of Mortgages

Any restrictions on the right of consolidation of mortgages including the provisions of Section 92 of the Act shall not apply to the Security and to this Deed.

10.5 Preferential Claims

The Chargor shall procure that all debts and obligations to or in respect of persons employed by it which by law may have priority over the Security shall be punctually duly paid and discharged.

10.6 Power of Attorney

(a) The Chargor by way of security irrevocably appoints the Security Agent (whether or not a Receiver has been appointed) and, also as a separate appointment, any Receiver or Receivers severally appointed to be its attorney or attorneys with its full power and authority to execute, deliver and perfect all deeds, instruments and other documents and do all things which the attorney may consider to be required or desirable for:

(b) carrying out any obligation imposed on it by this Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of any of the Security Assets) including pursuant to Clause 10.1 (*Further Assurance*)); and

(c) enabling the Security Agent and/or any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of any of the Security Assets).

(d) The Chargor ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of any of such attorney's rights, powers and discretions.

(e) Until the occurrence of an Event of Default which is continuing, the power of attorney conferred by this Clause 10.6 (*Power of Attorney*) shall only be exercisable to the

extent that the Security Agent determines in its sole discretion that the Chargor has not carried out any act or deed required to be done by it in accordance with the terms of this Deed. Following the occurrence of an Event of Default which is continuing, the power of attorney conferred by this Clause 10.6 (*Power of Attorney*) shall be fully exercisable without limitation.

10.7 Enforcement of Other Rights

The Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security the Security Agent may have or benefit from before enforcing the Security.

10.8 Notices

Any notice, demand or other communication required or permitted to be given or made under or in connection with this Deed shall be given or made in accordance with Clause 34 (*Notices*) of the Facilities Agreement.

10.9 Non-Competition

(a) Until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full the Chargor shall not, by virtue of any payment made, security realised or monies received or recovered under the Agreements) exercise any rights of subrogation or marshalling in relation to any rights, security or moneys held, received or receivable by the Security Agent (or any trustee or agent on their behalf) or exercise any right of contribution or indemnity from the Chargor; or

(b) The Chargor will hold in trust for and forthwith pay or transfer to the Security Agent any payment or distribution or benefit of security received by it contrary to the provision of this Clause 10.8. If the Chargor exercises any right of set-off contrary to the above, it will forthwith pay an amount equal to the amount set off to the Security Agent.

10.10 Counterparts

This Deed may be executed in any number of counterparts and by the parties to this Deed on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

10.11 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

10.12 Jurisdiction

(a) The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).

(b) The Parties agree that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

IN WITNESS whereof the parties have executed and delivered this Deed on the date specified above.

SCHEDULE 1

The Security Accounts

Bank Account Name & Address	*Account Name & Number*	*Account Type*	*BIC*	*IBAN Number*
[redacted]				

SCHEDULE 2

PART 1

Notice to Account Bank

[On the letterhead of the Chargor]

To: [*Account Bank*]

[Date]

Dear Sirs

Account Charge dated [ ] (the Account Charge) between (1) [ ] (the Security Agent) and (2) the Companies listed in the First Schedule thereto as Chargor

We hereby notify you that pursuant to the Account Charge we have charged (by way of a first fixed charge) in favour of the Security Agent all our present and future right, title and interest in respect of any monies standing to the credit of the accounts maintained by us with you, more particular details of which are set out in the Schedule to this Notice (the **Security Accounts**).

We irrevocably instruct and authorise you at any time after receipt by you of a notice from the Security Agent to:

1. disclose to the Security Agent any information relating to any Security Account requested from you by the Security Agent;

2. comply with the terms of any written notice or instruction relating to any Security Account received by you from the Security Agent; and

3. hold all sums standing to the credit of any Security Account to the order of the Security Agent.

For the avoidance of doubt, we confirm we are permitted to withdraw any amount from the Accounts without the prior consent of the Security Agent prior to receipt by you of a notice from the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further reference to or permission or confirmation from us and without enquiry by you as to the justification for or validity of any request notice or instruction.

The authority and instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ ] with a copy to ourselves.

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

Yours faithfully

.....

(Authorised signatory)

[ ] LIMITED

PART 2

Acknowledgement of Account Bank

[On the letterhead of the Account Bank]

To: [Security Agent]

Copy: [ ] Limited (**Chargor**)

[Date]

Dear Sirs

Account Charge dated [ ] (the Account Charge) between (1) [ ] (as Security Agent) and (2) the Companies listed in the First Schedule thereto as Chargor (the Chargor)

We acknowledge receipt of a notice (the **Notice**) dated [ ] from the Chargor with respect to a charge over all the present and future right, title and interest of the Chargor to any amount standing to the credit of the Security Accounts as defined in the Notice.

We confirm that we:

1. accept the instructions contained in the Notice and agree to comply with the Notice;

2. have not received notice of any prior charge, assignment, encumbrance or interest of any third party in any Security Account;

3. have neither claimed nor exercised, and irrevocably undertake not to claim or exercise any right of combination, consolidation, set-off, counterclaim or other right in respect of any monies standing or accruing to the credit of any of the Security Accounts;

4. following receipt by us of a notice from you to that effect, will not permit any amount to be withdrawn from any Security Account without your prior written consent.

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

Yours faithfully

.....

(Authorised signatory)

[Account Bank]

EXECUTION PAGE

SIGNED
for and on behalf of
TPG SPECIALTY LENDING EUROPE I
ADVISORS, LTD

Daniel Wanek
Director

[Signature page to Irish Law Account Charge]

EXECUTED and DELIVERED as a DEED
by SUMUP PAYMENTS LIMITED

By: [redacted]

GARETH WALSH
COMPANY DIRECTOR

[Signature page to Irish Law Account Charge]