



Registration of a Charge

Company name: **GLOBAL RETAIL TECHNOLOGY LIMITED**

Company number: **08752427**



X8IZLEA0

Received for Electronic Filing: **25/11/2019**

Details of Charge

Date of creation: **20/11/2019**

Charge code: **0875 2427 0001**

Persons entitled: **DUAM INVESTMENTS LIMITED**

Brief description: **THE TRADEMARK WITH REGISTRATION NUMBER UK00003129095 IN CLASSES 9, 36, 38 AND 42 IN RESPECT OF THE WORD "NOBLY"; THE US TRADEMARK WITH US SERIAL NUMBER 86855666 AND US REGISTRATION NUMBER 5211712 , IN US CLASSES 021, 023, 026, 036, 038, 100, 101, 102 AND 104, AS RESPECTIVELY APPLY IN EACH OF THE CONTEXTS SET OUT THEREIN, IN RESPECT OF THE WORD "NOBLY".**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **SARAH SPURLING**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8752427

Charge code: 0875 2427 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2019 and created by GLOBAL RETAIL TECHNOLOGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2019 .

Given at Companies House, Cardiff on 26th November 2019

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**

Dated 20 November

2019

GLOBAL RETAIL TECHNOLOGY LIMITED


as Chargor

and

DUAM INVESTMENTS LIMITED

as Lender

DEBENTURE

CERTIFIED COPY	
CERTIFIED THAT THIS IS A TRUE COPY OF THE ORIGINAL	
	
Signed:	
Name:	NICK STUTT
Status:	Partner
Date:	25/11/19
Mishoon de Roys LLP, Africa House, 70 Kingway, London WC2B 6AH	



MJ HUDSON

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THIS DEED is made this 20 day of November 2019

BETWEEN:

- 1) **GLOBAL RETAIL TECHNOLOGY LIMITED**, a company incorporated in England and Wales (registered number 08752427) whose registered office address is at 7-9 Melody Lane, 1st Floor, London, N5 2BQ, United Kingdom (the "Chargor");
- 2) **DUAM INVESTMENTS LIMITED**, a company incorporated in Jersey (registered number 116270) whose registered office address is at HSBC House, Esplanade, St Helier, Jersey JE1 1GT (the "Lender").

WHEREAS:

- (A) The Lender has agreed, pursuant to the Loan Agreement, to provide the Chargor with a loan facility on a secured basis.
- (B) Pursuant to the terms of the Loan Agreement, the Chargor is required to enter into this Deed and create the security interests contemplated thereby in favour of the Lender as security for obligations under the Finance Documents.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In addition to terms defined elsewhere in this Deed, the following terms have the following meanings:

Administrator	an administrator appointed to manage the affairs, business and property of the Chargor under this Deed.
Agreement	the benefit of all agreements, contracts, and undertakings entered into by the Chargor.
Book Debts	all present and future book and other debts, revenues and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them.
Cash	all cash at bank and all credit balances on any account whatsoever including the proceeds of Book Debts charged pursuant to this Deed.
Charged Assets	the Fixed Charge Assets and the Floating Charge Assets.
Companies House	the United Kingdom's registrar of companies.

Equipment	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Chargor or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.
Event of Default	as given in the Loan Agreement.
Finance Documents	as given in the Loan Agreement.
Fixed Charge Assets	those assets which are from time to time the subject of clauses 3.1 and 4.1.
Floating Charge Assets	those assets which are from time to time the subject of clause 3.2.
Insolvency Event	in relation to a person: <ul style="list-style-type: none"> (a) the dissolution, liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors; or (b) any analogous or similar procedure in any jurisdiction other than England relating to insolvency, reorganisation or dissolution.
Insolvency Law	the Insolvency Act 1986 and secondary legislation made under it and any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.
Intellectual Property	the Chargor's present and future patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in designs, database rights, rights to use and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world including such Intellectual Property as is identified in the schedule to this Deed.
Lender Security	the Security created by this Deed and any other existing or future Security granted by the Chargor (or any other entity) to the

	Lender to secure the payment or discharge of Secured Obligations.
Lender Security Documents	a document creating or evidencing the Lender Security.
Loan Agreement	the loan agreement dated on or about the date of this Deed between the Chargor and the Lender, as amended, restated, novated or replaced from time to time.
Officer	in relation to a person, any director, officer, employee, agent or representative of that person.
Permitted Security	as given in the Loan Agreement.
Properties	all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by the Chargor wheresoever situate and all buildings, structures and fixtures and proceeds of sale thereof.
Property Interests	all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by the Chargor.
Receiver	a receiver, receiver and manager or administrative receiver appointed by the Lender under clause 7 (<i>Enforcement</i>).
Secured Obligations	all present and future obligations and liabilities of the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with any Finance Document, together with all interest accruing in respect of those obligations or liabilities.
Securities	all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by or on behalf of the Borrower.
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment or transfer by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

VAT value added tax or any equivalent tax chargeable in the United Kingdom or elsewhere.

1.2 Unless a contrary intention appears, references in this Deed to:

- 1.2.1 a “**subsidiary**” is to be construed in accordance with section 1159 (and Schedule 6) of the Companies Act 2006;
- 1.2.2 “**this Deed**” or to any other agreement or document referred to in this Deed is a reference to this Deed or such other agreement or document amended, restated, novated, or replaced, however fundamentally;
- 1.2.3 a “**person**” shall include a reference to an individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, partnership or consortium (whether or not having separate legal personality);
- 1.2.4 any statute or statutory provision includes any instrument, order, regulation or direction made or issued under it and includes a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced, and if any provision of this Deed is so amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Lender, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed;
- 1.2.5 a “Finance Document” or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, assigned, supplemented, extended, restated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Borrower or provides for further advances);
- 1.2.6 any English statute or other legislation or any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing includes, in respect of any jurisdiction other than that of England, what most nearly approximates in that jurisdiction to the English statute or legislation or to the English legal term (as the case may be);
- 1.2.7 “**writing**” or “**written**” includes fax and email;
- 1.2.8 the words “**includes**” and “**including**” shall mean “**includes, without limitation**” and “**including, without limitation**”, respectively;
- 1.2.9 “**assets**” includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.10 an Event of Default is “**continuing**” if it has not been remedied to the Lender’s satisfaction within such period prescribed by the Lender or waived by the Lender in writing; and
- 1.2.11 any time or date is a reference to the time or date prevailing in London.

- 1.3 The headings in this Deed are for convenience only and do not affect its meaning. References to a "clause" are (unless otherwise stated) to a clause of this Deed.
- 1.4 Where any statement in this Deed is qualified by the expression "**in the ordinary course**" or any similar expression, that statement shall be interpreted to mean in the ordinary and usual course of the Chargor's business consistent with past practice.
- 1.5 General words used in this Deed shall not be given a restrictive meaning because of the fact that they are followed by particular examples intended to be embraced by the general words.

2. COVENANT TO PAY

- 2.1 The Chargor shall, as primary obligor, pay and discharge on demand all of the Secured Obligations when they become due in the manner provided for in the relevant Finance Document.
- 2.2 The Chargor confirms to the Lender that the amount secured by this Deed is the full amount of the Secured Obligations.

3. CREATION OF SECURITY

- 3.1 As a continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Lender by way of a first fixed charge all its:
- 3.1.1 Properties;
 - 3.1.2 Property Interests;
 - 3.1.3 Equipment;
 - 3.1.4 Agreements;
 - 3.1.5 Cash;
 - 3.1.6 Intellectual Property;
 - 3.1.7 Book Debts;
 - 3.1.8 Securities; and
 - 3.1.9 goodwill.
- 3.2 **Floating Charge**
- 3.2.1 The Chargor charges by way of a first floating charge in favour of the Lender all its present and future assets, property, business, undertaking and uncalled capital of whatever type and wherever located not effectively charged pursuant to clause 3.1, in each case, together with all rights.

- 3.2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Chargor pursuant to clause 3.2.1 which is a “qualifying floating charge” for the purposes thereof.

4. CONVERSION OF FLOATING CHARGE

4.1 Automatic Conversion

- 4.1.1 The floating charge created pursuant to clause 3.2.1 shall (in addition to the circumstances in which the same will occur under general law) automatically and immediately be converted into a fixed charge over all of the Chargor's assets, rights and property not already subject to an effective fixed charge if:

- (a) the Chargor takes any step to create any security in breach of clause 5 (*Restrictions and Negative Pledge*) over any of the Floating Charge Assets;
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress, execution or other legal process against any of the Floating Charge Assets; or
- (c) any Insolvency Event occurs.

4.2 Conversion by notice

- 4.2.1 The Lender may by notice in writing to the Chargor convert the floating charge created by the Chargor pursuant to clause 3.2.1 with immediate effect into one or more fixed charges over all or any of the Chargor's assets, rights and property specified in that notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Lender considers any Floating Charge Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
- (c) the Lender considers that such conversion is desirable in order to protect the value of any Charged Asset or the priority of the Security.

5. RESTRICTIONS AND NEGATIVE PLEDGE

- 5.1 The Chargor shall not at any time, except with the prior written consent of the Lender:

- 5.1.1 create or permit to subsist any Security on, or in relation to, any Charged Asset other than any Security created by this Deed or Permitted Security;
- 5.1.2 sell, assign, transfer, or otherwise dispose of in any manner, all or any part of, or any interest in, the Charged Assets (except, in the ordinary course of business, Charged Assets that are only subject to an uncrystallised floating charge); or

- 5.1.3 create or grant any interest in the Charged Assets in favour of a third party.

6. PERFECTION

- 6.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at Companies House, an asset registry or otherwise), deposit all such documents and do all such other things as the Lender may require from time to time in order to:

- 6.1.1 ensure that the Lender has an effective first-ranking fixed charge (or in the case of Properties then owned by the Chargor, a charge by way of legal mortgage) over the Fixed Charge Assets, subject only to such Permitted Security as the Lender has agreed should rank in priority;
- 6.1.2 ensure that the Lender has an effective first-ranking floating charge over the Floating Charge Assets subject only to such Permitted Security as the Lender has agreed should rank in priority; and
- 6.1.3 facilitate the enforcement of the Lender Security, the realisation of the Charged Assets or the exercise of any rights held by the Lender or any Receiver or Administrator under or in connection with the Lender Security.

6.2 Equipment

If required to do so by the Lender, the Chargor will create a first legal mortgage over any Equipment owned by it at that time, in any form which the Lender may reasonably require.

6.3 Intellectual Property

- 6.3.1 The Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property, including by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.
- 6.3.2 The Chargor shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Lender informed of all matters relating to each such registration.
- 6.3.3 The Chargor shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

6.4 Debts

- 6.4.1 The Chargor shall get in and realise all Book Debts and pay all monies which it may receive in respect of the Book Debts into its current account with its bankers or such other account as the Lender may designate forthwith on receipt and pending such payment, hold all monies

so received upon trust for the Lender and shall not without the Lender's prior written consent sell, charge, factor, discount or assign the Book Debts.

7. ENFORCEMENT

7.1 When security becomes enforceable

- 7.1.1 The security constituted by this deed shall become enforceable if an Event of Default occurs and is continuing.
- 7.1.2 For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- 7.1.3 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 7.1.

7.2 Methods of enforcement

- 7.2.1 The Lender may enforce the Lender Security by:
 - (a) appointing an Administrator of the Chargor;
 - (b) if permitted to do so by Insolvency Law, appointing a Receiver of the Chargor;
 - (c) appointing a Receiver of assets of the Chargor;
 - (d) taking possession of, receiving the benefit of or selling assets of the Chargor;
 - (e) giving notice to the Chargor or any other person in relation to any assets of the Chargor, exercising a right of set-off or in any other way the Lender may decide; or
 - (f) taking any other action it may decide in any jurisdiction other than England.
- 7.2.2 The appointment of a Receiver may be made subject to such limitations as are specified by the Lender in the appointment.
- 7.2.3 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Lender may specify to the contrary in the appointment.

7.3 Powers on enforcement

- 7.3.1 An Administrator will have the powers given to him by Insolvency Law.
- 7.3.2 A Receiver of the Chargor will have:
 - (a) the powers given to him by Insolvency Law;

- (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that legislation; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do if its assets were not the subject of the Lender Security and a Chargor was not subject to an Insolvency Event.

7.3.3 The Lender will, if it enforces the Lender Security itself, have the same powers as a Receiver in respect of the assets which are the subject of the enforcement.

7.3.4 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to the Chargor.

7.4 Removal

The Lender may, without further notice, from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

7.5 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

7.6 Agent of the Chargor

Any Receiver appointed by the Lender under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

8. APPLICATION OF PROCEEDS

8.1 All monies received or recovered by the Lender or a Receiver under this Deed or in connection with the realisation or enforcement of all or part of the Security constituted by this Deed, shall (subject to the claims of any person having prior rights) be applied in the following manner and order of priority (but without prejudice to the Lender's right to recover any shortfall from the Chargor):

- 8.1.1 first, in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf the Lender, or any Receiver or their respective Officers under clause 10 (*Costs, Indemnity and Liability*) and all remuneration due to any Receiver under or in connection with the Lender Security;

- 8.1.2 second, in or towards payment of Secured Obligations in such order as is required by the Finance Documents (and, if any of Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- 8.1.3 third, in payment of any surplus to the Chargor or other person entitled to it.

9. WARRANTIES AND GENERAL UNDERTAKINGS

- 9.1 The Chargor represents and warrants to the Lender on the date of this Deed and on each date that the Secured Obligations are outstanding that:
 - 9.1.1 it is and will remain (except as permitted under the terms of the Finance Documents) the legal and beneficial owner of the Charged Assets;
 - 9.1.2 the Charged Assets are free from any Security other than Permitted Security and the Security created by this Deed;
 - 9.1.3 there is no breach of any law or regulation which materially adversely affects the Charged Assets;
 - 9.1.4 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in it;
 - 9.1.5 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially adversely affect the Charged Assets; and
 - 9.1.6 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use.
- 9.2 The Chargor undertakes to take steps as are commercially required to preserve the value and marketability of its Charged Assets.
- 9.3 The Chargor undertakes to notify the Lender as soon as it becomes aware of any matter which might reasonably be expected to have a material adverse effect on the rights of the Lender under the Lender Security.
- 9.4 The Chargor undertakes to promptly provide to the Lender:
 - 9.4.1 such information about its Charged Assets;
 - 9.4.2 such information about the extent to which it has complied with its obligations under this Deed; and
 - 9.4.3 copies of such documents which create, evidence or relate to its Charged Assets,as the Lender may from time to time reasonably request.

- 9.5 If the Chargor does not comply with its obligations under this Deed, the Lender may do so on the Chargor's behalf on such basis as it may reasonably decide. The Chargor will on demand indemnify in full and hold harmless the Lender against the amount certified by the Lender to be the cost, loss or liability suffered by it as a result of doing so.

10. COSTS, INDEMNITY AND LIABILITY

10.1 Costs

Each party shall pay such costs incurred in connection with the negotiation, preparation, and execution of this deed and any documents referred to in it in the manner set out in Clause 6 of the Loan Agreement.

10.2 Indemnity

10.2.1 The Chargor shall indemnify the Lender and Receiver against all liabilities, costs, expenses, damages and losses suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed;
- (c) any default or delay by the Chargor in performing any of its obligations under this Deed; or
- (d) any amount received or recovered by it in respect of a payment due under the Finance Documents being received in a currency other than Sterling.

11. PAYMENTS AND SET-OFF

11.1 Payments

11.1.1 If any tax or other sum must be deducted or withheld from any amount payable by the Chargor under the Lender Security Documents, the Chargor will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions or withholdings.

11.2 Set-off

11.2.1 All payments made by the Chargor to the Lender under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 11.2.2 The Lender may at any time set off any liability of the Chargor to the Lender against any liability of the Lender to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 11.2.2 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

12. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

13. RIGHTS AND REMEDIES

- 13.1 The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 13.2 No failure by the Lender to exercise any right under this Deed will operate as a waiver of that right, nor will a single or partial exercise of a right by the Lender preclude its further exercise.

14. THIRD PARTY RIGHTS

- 14.1 Except as and if expressly stated in this Deed, a person who is not party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 14.2 The rights of the parties to rescind or agree any amendment or waiver under this Deed are not the subject of consent of any other person.

15. SEVERANCE

If, at any time, any provision of this Deed (whether in whole or in part) is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity or enforceability of that provision (or part of it) in any other respect or under the law of any other jurisdiction will not be affected or impaired in any way.

16. POWER OF ATTORNEY

- 16.1 By way of security, the Chargor irrevocably appoints the Lender and any Receiver separately to be the attorney of the Chargor (the "Attorney") and, in its name, on its behalf and as its act and Deed, to execute any documents and do any acts and things that:

- 16.1.1 the Chargor is required to execute and /or do under this Deed; or

- 16.1.2 the Attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender or any Receiver.

17. NOTICES

- 17.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by email or letter.
- 17.2 The postal and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with a Finance Document is that set out as follows:

- 17.2.1 in the case of the Borrower:

Address: 7-9 Melody Lane, 1st Floor, London N5 2BQ, United Kingdom

E-mail Address: sebastiaan@noblypos.com

Attention of: Sebastiaan Bruinsma

- 17.2.2 in the case of the Lender:

Address: HSBC House, Esplanade, St Helier, Jersey JE1 1GT

E-mail Address: james.dingle@hsbcpb.com

Attention of: James Dingle

or any substitute postal or email address, or department or officer as the Lender may notify to the Borrower or the Borrower may notify to the Lender, as applicable, by not less than 5 Business Days' notice:

- 17.3 Any communication made or document made or delivered by one person to another under or in connection with a Finance Document will only be effective:

- 17.3.1 if by way of email, when received; or

- 17.3.2 if by way of letter, when it has been delivered to the relevant address or 3 Business Days after being deposited in the post first class postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of the address details referred to in Clause 17.2, if addressed to that department or officer.

- 17.4 Any communication or document which becomes effective, in accordance with Clause 17.3, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 18.2 Subject to clause 18.3, the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute or claim regarding the existence, validity or termination of this Deed) (a “Dispute”).
- 18.3 This clause 18.3 is for the benefit of the Lender only. Nothing in this clause 18 shall limit the right of the Lender to take proceedings against the Chargor in connection with a Dispute in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

THIS DEED has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1 – INTELLECTUAL PROPERTY

	Item Type	Location	Description
1.	UK Trademark	United Kingdom	The trademark with registration number UK00003129095 in classes 9, 36, 38 and 42 in respect of the word "Nobly".
2.	US Trademark	United States of America	The trademark with US Serial Number 86855666 and US Registration Number 5211712, in US classes 021, 023, 026, 036, 038, 100, 101, 102, and 104, as respectively apply in each of the contexts set out therein, in respect of the word "Nobly".
3.	Domain Name	Namecheap	noblypos.com domain name currently used to serve the marketing website. Expiration date: Aug 30, 2021
4.	Domain Name	Namecheap	nobly.app domain name, protective registration, currently dormant Expiration date: May 8, 2020
5.	Domain Name	Namecheap	noblypos.co domain name, protective registration, currently dormant Expiration date: Aug 20, 2020
6.	Domain Name	Namecheap	noblypos.net domain name, protective registration, currently dormant Expiration date: Aug 19, 2020
7.	Domain Name	Namecheap	noblypos.org domain name, protective registration, currently dormant Expiration date: Aug 21, 2020
8.	Domain Name	Namecheap	nobly.io domain name, protective registration, currently dormant Expiration date: Aug 19, 2020
9.	Domain Name	Namecheap	eposexpert.co.uk domain name currently hosting a custom comparison website for lead gen Expiration date: May 20, 2020

10.	Domain Name	Namecheap	posexpertcanada.com domain name currently hosting a comparison website for lead gen Expiration date: Jun 19, 2020
11.	Domain Name	Namecheap	pointofsaleexpert.com.au domain name currently hosting a comparison website for lead gen Expiration date: Apr 8, 2021
12.	Domain Name	Namecheap	pointofsaleexpert.com domain name, currently dormant Expiration date: Jun 6, 2020
13.	Domain Name	Namecheap	pointofsalemakesimple.co.uk domain name, currently dormant Expiration date: Jun 4, 2020
14.	Source Code	https://bitbucket.org/roycef/nobly-backoffice/	Javascript web application, the majority of which is on the Angular framework, which allows merchants to run their business by adding products, managing inventory, running reports on sales, managing staff permissions and time keeping, creating promotions, creating loyalty campaigns, adjusting the front of house grid layout, and changing settings and configuration. Currently built and served by Netlify and hosted at hq.noblypos.com via Netlify's world wide CDN.
15.	Source Code	https://bitbucket.org/roycef/nobly-ios/	Native iOS application with the following functionality: display a grid of products and then sell those products through running transactions, display a table layout map and manage table service and running checks, timeclock functionality, local area network syncing of table status and open checks, printer integrations to print receipts and kitchen tickets, scanner integrations to scan barcodes, payment integrations to communicate with payment terminals and payment processor gateways while only working with encrypted credit card information for which Nobly does not have the encryption keys.
16.	Source Code	https://bitbucket.org/roycef/nobly-ios/	Order display unit / bumpbar module in native iOS which allows an iPad be used to display orders and mark as complete in real time at different kitchen and drink stations. Communication is done over the local mesh network leveraging our realtime database implementation leveraging Couchbase

17.	Source Code	https://bitbucket.org/roycef/nobly-web/	Javascript web application which allows merchants to run their business by adding products, managing inventory, running reports on sales, managing staff permissions and time keeping, creating promotions, creating loyalty campaigns, adjusting the front of house grid layout, and changing settings and configuration. Currently built and served by Netlify and hosted at app.noblypos.com via Netlify's world wide CDN.
18.	Source Code	https://bitbucket.org/roycef/nobly-parse-server/	Javascript based server which the iOS application and the backoffice web application communicates with via a private API and which communicates with a MongoDB cluster for storage and data retrieval. It is based on the open source parse-server project as it was migrated off of parse.com during the sunset phase. It is currently hosted with Google Cloud Platform specifically on Google App Engine which allows for automatic scaling with load and served from api.noblypos.com
19.	Source Code	https://bitbucket.org/roycef/nobly-reporting/	Javascript based server which manages requests for reports from parse server, it communicates with the MongoDB replica set and calculates the reports in memory or from aggregation pipelines in the database and then returns the structure data of the result to the parse server.
20.	Source Code	https://bitbucket.org/roycef/nobly-integration-server/	Javascript based server which manages requests from scheduled jobs, queues, and the backoffice, and the server. It is responsible for authentication and syncing with third party applications. Hosted on Google App Engine.
21.	Source Code	https://bitbucket.org/roycef/nobly-caste/	Javascript web application which allows internal administration of customer accounts for sales, support, and technical teams. Has integrations with Chargebee a part of our billing stack. Custom built over 5 years on the AngularJS framework. Currently hosted on Netlify and served from castle.noblypos.com
22.	Source Code	https://bitbucket.org/roycef/nobly-api/	Javascript based server which serves a public API to customers who have a Public API key. Has endpoints for Products, Sales, and Customers and a public facing swagger documentation web page. Served from Google Cloud Platform.

23.	Source Code	https://bitbucket.org/roycef/nobly-automation/	Java based project and automation scripts which run UI tests on the iOS project binary each evening and during regression testing on a server in the cloud or a local Mac OSX device on the local network.
24.	Source Code	https://bitbucket.org/roycef/nobly-credit-portal/	Javascript based web application which allows gift card holders to view their current balance. Hosted by Netlify and served from c.noblypos.com
25.	Source Code	https://bitbucket.org/roycef/nobly-loyalty/	Native iOS application which allows merchant's customers to view loyalty progress, view promotions, view videos & receive communications. It can be whitelabeled and customized for a client with an implementation phase from the product and technology teams
26.	Source Code	Dropbox	Wordpress templates, designs, and customization for Nobly's suite of comparison websites.
27.	Source Code	Hubspot	Nobly marketing website and custom hubspot template. Hosted by Hubspot and served from noblypos.com
28.	Implementation	Salesforce	Customized Salesforce sales and support application hosted and run on Salesforce Lightning. The global sales and support teams use this Salesforce implementation as a CRM, opportunity management, and ticketing platform.
29.	Implementation	Salesforce	Customized Sage implementation hosted and run on Salesforce Lightning. Sage is used as an internal human resources tool .

30.	Designs	Dropbox	Noby logo, brand look and feel, and style guide in Sketch and/or Adobe file formats.
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SIGNATORIES

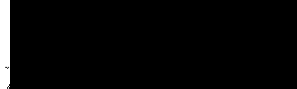
CHARGOR

EXECUTED as a deed by GLOBAL RETAIL
TECHNOLOGY LIMITED acting by

GEORGE URDEA, a
director,

Director

in the presence of:



(Witness' Signature)

SAM HOWSON
(Witness' Name)

SAM 7 MANOR GATE RD
(Witness' Address) KT2 7 4W

LENDER

EXECUTED as a deed by

HSBC PB CORPORATE SERVICES 1
LIMITED, in its capacity as director of DUAM Director
INVESTMENTS LIMITED, acting by
_____, a director,

in the presence of:

(Witness' Signature)

(Witness' Name)

(Witness' Address)

Ge. U.

SIGNATORIES

CHARGOR

EXECUTED as a deed by GLOBAL RETAIL
TECHNOLOGY LIMITED acting by

_____, a _____
director,
in the presence of:

(Witness' Signature)

(Witness' Name)

(Witness' Address)

LENDER

EXECUTED as a deed by

HSBC PB CORPORATE SERVICES
LIMITED, in its capacity as director of DUAM Director
INVESTMENTS LIMITED, acting by
JAMES BINGLE AND
CHRISTOPHER JONES a director,

Authorised representatives of
HSBC PB Corporate Services I Limited
Sole Corporate Director

in the presence of:

(Witness' Signature)

KATHRIN HEINL

(Witness' Name)

HSBC HOUSE, ESPLANADE,

(Witness' Address) ST. HELENS, JERSEY

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