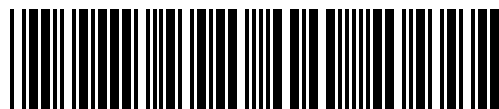




Registration of a Charge

Company Name: **CLEAR SCORE TECHNOLOGY LIMITED**

Company Number: **09221862**



Received for filing in Electronic Format on the: **05/09/2023**

XCBFJWTB

Details of Charge

Date of creation: **04/09/2023**

Charge code: **0922 1862 0011**

Persons entitled: **HSBC INNOVATION BANK LIMITED AS COLLATERAL AGENT**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9221862

Charge code: 0922 1862 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2023 and created by CLEAR SCORE TECHNOLOGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2023 .

Given at Companies House, Cardiff on 6th September 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Execution version

Supplemental Debenture

- (1) The entities listed in Schedule 1
(as Original Chargors)
- (2) HSBC Innovation Bank Limited
(as Collateral Agent)

Dated 4 September 2023

Osborne Clarke LLP

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 5 September 2023

Signed

Osborne Clarke LLP

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

THE SUPPLEMENTAL DEBENTURE is made on

4 September 2023

Between:

- 1 **Each person listed in Schedule 1** to this Deed (the "**Original Chargors**" and each an "Original Chargor"); and
- 2 **HSBC Innovation Bank Limited** (formerly known as Silicon Valley Bank UK Limited) (registered in England Wales with company number 12546585) with its registered office at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR as agent and trustee for the Secured Parties (the "**Collateral Agent**").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Company created Security Interests over all of its assets for, amongst other things, its present and future obligations and liabilities under the Loan Documents.
- (B) Silicon Valley Bank UK Limited was acquired by HSBC UK Bank plc ("HSBC UK") on 13 March 2023. Following the acquisition, client bank accounts held with the Bank are being migrated onto HSBC UK systems and therefore clients are being issued with new bank account numbers and sort codes.
- (C) Accordingly, the Bank needs to take supplemental security over the New Blocked Accounts on the same terms as the security over the original Silicon Valley Bank UK Limited accounts pursuant to the terms of the Original Debenture (as defined below).
- (D) In accordance with Clause 17.12 (*Further Assurances*) of the Loan Agreement (as defined in the Original Debenture (defined below)), the Company has agreed to enter into this Supplemental Debenture.
- (E) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

The parties to this Supplemental Debenture agree as follows:

1 Definitions and Construction

1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following terms have the following meanings:

"New Blocked Accounts" means the bank accounts listed in Schedule 2 (*New Blocked Accounts*) to this Supplemental Debenture and all monies standing to the credit of each such account and all Related Rights in respect of each such account.

"Original Blocked Accounts" means the accounts designated as SVB Blocked Accounts in Part 1 of Schedule 2 (*Security Assets*) of the Original Debenture, or such other accounts as may be agreed in writing between a Chargor and the Bank for this purpose and all monies standing to the credit of each such account and all Related Rights in respect of each such account.

"Original Debenture" means the debenture between amongst others (1) the Company and (2) the Collateral Agent dated 27 March 2023.

1.2 Construction

(a) Unless a contrary intention appears, Clause 1.2 (*Construction*) of the Original Debenture applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "**this Agreement**" being deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.

(b) Any references to the Collateral Agent or any Receiver shall include its Delegate.

1.3 *Law of Property (Miscellaneous Provisions) Act 1989*

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Loan Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4 *Implied Covenants for Title*

The obligations of the Company under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 *Effect as a Deed*

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Collateral Agent may have executed it under hand only.

2. *Security Assets*

2.1 The Company and the Bank each agree that the Original Blocked Accounts shall no longer be designed as SVB Blocked Accounts for the purposes of the Original Debenture.

2.2 The Company and the Collateral Agent each agree that the New Blocked Accounts shall be designated as SVB Blocked Accounts.

2.3 As security for the payment of the Secured Liabilities, the Company charges in favour of the Collateral Agent, with full title guarantee, by way of fixed charge:

(a) the New Blocked Accounts; and

(b) all Receivables directed to be paid into the New Blocked Accounts.

3. *Representations and Warranties*

The Company represents and warrants to the Collateral Agent that:

(a) it has the power to enter into, has taken all necessary action to authorise the entry into of, and that it has duly entered into this Supplemental Debenture;

(b) it is able to pay its debts as they fall due; and

(c) execution and delivery by the Company of this Supplemental Debenture and the performance by the Company of the transactions contemplated by this Supplemental Debenture will not cause any limit or restriction on the Company or its directors imposed by any law, regulation, agreement or instrument by which the Company is bound or to which the Company is a party to be exceeded or contravened.

4. **Incorporation**

The provisions of Clause 4 (*Nature of Security*) to Clause 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

5. **Continuation**

- 5.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 5.2 The Company agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 5.3 References in the Original Debenture to "this Deed" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 5.4 This Supplemental Debenture is designated as a Loan Document.

6. **Governing law**

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

7. **Jurisdiction**

- 7.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 7.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 7.3 This Clause 6 is for the benefit of the Collateral Agent only. As a result, the Collateral Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

In witness whereof this Supplemental Debenture has been duly executed on the above date first above written.

Schedule 1**The Original Chargors**

Name of Original Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Clear Score Technology Limited	England & Wales	09221862

Schedule 2**New Blocked Accounts**

Chargor	Account Bank	Currency	Account number	Sort Code	Branch Address	Reference/designation
Clear Score Technology Limited	HSBC Innovation Bank Limited	GBP			Alphabeta, 14-18 Finsbury Square, London EC2A 1BR	Blocked

Signatories to this Supplemental Debenture

Company

Executed as a Deed by)
Clear Score Technologies)
Limited)
acting by a director)
in the presence of a witness)

Signature of director

Name of director

DocuSigned by:
[Redacted Signature]
F44EC018330C460...
Justin Simon Mark Basini

Signature of witness

Name of witness

Address of witness

Occupation of witness

DocuSigned by:
[Redacted Signature]
1201A560811 C4E1
Lloyd King
[Redacted Address]
Head of Finance

Collateral Agent

Signed by)
authorised signatory)
for and on behalf of)
HSBC Innovation Bank)
Limited)

Signature of authorised signatory

Name of authorised signatory

Title of authorised signatory

DocuSigned by:
[Redacted Signature]
476618EF4E3D4AD...
will Coverdale
Vice President