

061462/23

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

MR01

Particulars of a charge



Companies House



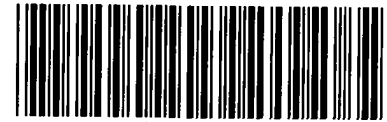
Go online to file this information
www.gov.uk/companieshouse

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 an instrument. Use form MR08.

TUESDAY



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A11

05/01/2021

#244

COMPANIES HOUSE

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



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

1 Company details

Company number 0 9 8 6 7 3 0 6
Company name in full QUBE RESEARCH & TECHNOLOGIES LIMITED

For official use

→ 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 ^d3 ^d1 ^m1 ^m2 ^y2 ^y0 ^y2 ^y0

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 CREDIT SUISSE ASSET MANAGEMENT INTERNATIONAL
HOLDING 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.

MR01

Particulars of a charge

4	Brief description	
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.	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^①	
	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. <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here. Signature X Cleary Gottlieb Steen & Hamilton LLPX 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	SARAH HADDAD
Company name	CLEARY GOTTLIEB STEEN & HAMILTON LLP
Address	2 LONDON WALL PLACE
Post town	LONDON
County/Region	
Postcode	E C 2 Y 5 A U
Country	ENGLAND
DX	
Telephone	+44 20 7614 2365



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

SECURITY ASSIGNMENT DEED

QUBE RESEARCH & TECHNOLOGIES LIMITED
(as Assignor)

**CREDIT SUISSE ASSET MANAGEMENT INTERNATIONAL
HOLDING LTD (as Assignee)**

**WE HEREBY 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.**

Cleary Gottlieb Steen & Hamilton LLP

EXECUTION VERSION

DATED 31 DECEMBER 2020

QUBE RESEARCH & TECHNOLOGIES LIMITED

AS ASSIGNOR

IN FAVOUR OF

CREDIT SUISSE ASSET MANAGEMENT INTERNATIONAL HOLDING LTD

AS ASSIGNEE

SECURITY ASSIGNMENT DEED

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THIS DEED is made on 31 December 2020

BY

- (1) **Qube Research & Technologies Limited**, a private limited company incorporated in England with company number 09867306, whose registered office is at 7th Floor, The Asticus Building, 21 Palmer Street, London SW1H 0AD, United Kingdom (the “**Assignor**”); in favour of
- (2) **Credit Suisse Asset Management International Holding Ltd**, a company incorporated in Switzerland with registered number CHE-102.172.687, whose registered office is at Uetlibergstrasse 231, 8045 Zürich (the “**Assignee**”),

each a “**Party**” and together the “**Parties**”.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

“**Assigned Property**” means: (a) all of the Assignor’s rights, present and future, to the fees and other compensation payable to the Assignor under the first sentence of clause 5.1 of the Investment Management Agreement (which, for the avoidance of doubt, includes the Management Fee and the Incentive Allocation, each as defined in the Qube PPM, but excludes the expenses to be reimbursed to the Assignor under the second sentence of clause 5.1 of the Investment Management Agreement); and (b) all related powers, benefits, claims, causes of action, or awards or judgments in favour of the Assignor, in respect of the rights set out in sub-paragraph (a).

“**Collateral Rights**” means all rights, powers and remedies of the Assignee provided by or pursuant to this Deed or by law.

“**Enforcement Event**” occurs if any of the Secured Obligations are not paid or discharged when the same ought to be paid or discharged in accordance with the Share Purchase Agreement, or if there is a breach of this Deed by the Assignor.

“**Enforcement Event Notice of Assignment**” means a notice of assignment in substantially the form set out in Schedule 2.

“**Group**” means the Assignor and any of its Subsidiaries from time to time.

“**Investment Management Agreement**” means the investment management agreement dated 17 March 2020 between the Assignor, Qube Fund Ltd, Qube Master Fund Ltd and Qube Fund LP (as may be varied from time to time in accordance with the provisions of this Deed).

“**Receiver**” means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Assigned Property and that term will include any appointee made under a joint and/or several appointment.

“**Secured Obligations**” means all obligations covenanted to be discharged by the Assignor in Clause 2.

“Security Interest” means any mortgage, charge (whether fixed or floating), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“Security” means all or any of the Security Interest created or expressed to be created in favour of the Assignee by or pursuant to this Deed.

“Share Purchase Agreement” means the share purchase agreement dated 28 July 2020 between, among others, the Assignor and the Assignee (as may be varied from time to time).

“Signing Date Notice of Assignment” means a notice of assignment in substantially the form set out in Schedule 1.

1.2 Terms defined in the Share Purchase Agreement

Unless defined in this Deed, or the context otherwise requires, a term defined in the Share Purchase Agreement has the same meaning in this Deed, or any notice given under or in connection with this Deed, as if all references in those defined terms to the Share Purchase Agreement were a reference to this Deed or that notice.

1.3 Construction

In this Deed:

- (a) any reference to the **“Assignor”** or the **“Assignee”** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests;
- (b) a reference to a **“person”** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person’s personal representatives, successors, permitted assigns and permitted transferees;
- (c) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (d) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under the statute or statutory provision;
- (e) a reference to **“assets”** includes present and future properties, undertakings, revenues, rights and benefits of every description; and
- (f) references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.

1.4 Third Party Rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

The Assignor covenants that it shall on demand of the Assignee pay to the Assignee any amount payable, whether present or future, by the Buyer to the Assignee under clause 3.2(b) of, and/or schedule 1 to, the Share Purchase Agreement (including any amount

accrued under clause 17.2 of the Share Purchase Agreement) whenever such amount becomes due and payable under the Share Purchase Agreement (which, in the case of the Additional Consideration and for the avoidance of doubt, will be the relevant date specified in paragraph 4 of schedule 1 to the Share Purchase Agreement for the payment of that part of the Additional Consideration), provided that neither such covenant nor the security constituted by this Deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3. ASSIGNMENT

- (a) The Assignor assigns and agrees to assign absolutely with full title guarantee to the Assignee as security for the payment and discharge of the Secured Obligations the benefit of the Assigned Property as continuing security for the payment and discharge of all the Secured Obligations. The Assignee shall not be under any obligation in relation to the Investment Management Agreement as a consequence of this Deed and the Assignor shall at all times be liable to perform all obligations expressed to be assumed by it under the Investment Management Agreement.
- (b) The Assignor, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Assignee by way of a first fixed charge, all the Assigned Property, to the extent not validly and effectively assigned under this Clause 3.

4. PERFECTION OF SECURITY

4.1 Notices of Assignment

- (a) On the date of this Deed, the Assignor shall deliver (or procure delivery of) to each party to the Investment Management Agreement, with a copy to the Assignee, a Signing Date Notice of Assignment duly executed by, or on behalf of, the Assignor in respect of the Assigned Property, and shall use its best endeavours to procure that such notice is acknowledged by the obligor or debtor.
- (b) On the date of this Deed, the Assignor shall deliver (or procure delivery of) to the Assignee an Enforcement Event Notice of Assignment undated but duly executed by, or on behalf of, the Assignor, in respect of the Assigned Property.
- (c) The Assignee shall not be entitled to deliver to each party to the Investment Management Agreement (other than the Assignor) the executed Enforcement Event Notice of Assignment delivered under Clause 4.1(b) unless an Enforcement Event has occurred and is continuing.

5. FURTHER ASSURANCE

5.1 Further Assurance: General

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 5.1(b) below.
- (b) The Assignor shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Assignee may reasonably specify (and in such form as the Assignee may reasonably require):

- (i) to create, perfect, protect and/or maintain the security created or intended to be created in respect of the Assigned Property (which may include the execution by the Assignor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Assigned Property) or for the exercise of the Collateral Rights; and

- (ii) to facilitate the realisation of the Assigned Property.

5.2 Necessary Action

The Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Assignee by or pursuant to this Deed.

5.3 Consents

The Assignor shall use best endeavours to obtain (in form and content reasonably satisfactory to the Assignee) as soon as possible any consents necessary to enable the assets of the Assignor to be the subject of an assignment pursuant to Clause 3 and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Assignor shall promptly deliver a copy of each consent to the Assignee.

6. NEGATIVE PLEDGE AND DISPOSALS AND REPRESENTATIONS

6.1 Negative Pledge

The Assignor undertakes that it shall not, at any time during the subsistence of this Deed, create or permit to subsist any Security Interest over all or any part of the Assigned Property.

6.2 Representations

The Assignor makes the following representations and warranties to the Assignee and acknowledges that the Assignee has relied upon those representations and covenants:

- (a) it is the absolute legal and beneficial owner of the Assigned Property free from any Security Interest (other than any Security Interest created pursuant to this Deed);
- (b) it has not novated, transferred, assigned, or otherwise disposed of, the benefit of its right, title and interest in and to any of the Assigned Property;
- (c) it has, and will at all times during the subsistence of this Deed have, the necessary power and existence to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed;
- (d) it has obtained all consents necessary to ensure that no other party to any agreement or arrangement entered into by the Assignor becomes entitled to terminate such agreement or arrangement as a consequence of the Assignor entering into this Deed;
- (e) it has good title to, or valid leases of, or other appropriate licence, authorisation or consent to use, its assets necessary to carry on its business as presently conducted; and

- (f) all actions, conditions and things required to be taken, fulfilled and done in order (x) to enable it to create the Security Interest constituted (or intended to be constituted), by or pursuant to the Deed and to ensure that (subject to all necessary registrations of the Deed being made) such Security Interest is legal, valid, binding and enforceable and has (and will have) the ranking in priority which it is expressed to have and (y) to make this Deed admissible in evidence in any arbitral proceedings constituted under Clause 26, the courts of England and each other jurisdiction in which any part of the Assigned Property is located, have been done, taken, fulfilled and performed.

6.3 No amendments

Without prejudice to any of its obligations under the Share Purchase Agreement, the Assignor shall not without the prior written consent of the Assignee:

- (a) amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of the Investment Management Agreement (including, for the avoidance of doubt, granting any consent for purposes of the first sentence of clause 5.1 of the Investment Management Agreement), save for amendments which are minor, administrative or technical in nature, provided that the Assignor has been notified of each such amendment and has been provided with a copy of such amendments within 5 Business Days of such amendments being made;
- (b) other than for cause, exercise any right to rescind, cancel or terminate the Investment Management Agreement;
- (c) release the underlying obligor(s) from any obligations under the Investment Management Agreement;
- (d) waive any breach by the underlying obligor(s) or consent to any act or omission which would otherwise constitute such a breach under, the Investment Management Agreement; or
- (e) novate, transfer or assign any of its rights under the Investment Management Agreement, except as provided in this Deed.

6.4 Breach

The Assignor shall notify the Assignee of:

- (a) any breach of or default under the Investment Management Agreement by it or any other party;
- (b) any right of it or any other party arising to rescind, cancel or terminate the Investment Management Agreement; and
- (c) any claim made or to be made by it or any other party under or in connection with the Investment Management Agreement,

promptly upon becoming aware of the same. The Assignor shall provide the Assignee with reasonable details of any such claim. The Assignor shall not take any action or proceedings in relation to any such claim except with the prior consent of the Assignee.

7. GENERAL UNDERTAKINGS

7.1 No other prejudicial conduct

The Assignor shall not do, or permit to be done, anything which could prejudice the creation, existence, perfection or enforcement of the Security.

7.2 Registration

The Assignor shall register, or procure the registration of, the Security Interest created by this Deed with the Companies House promptly and in any event within the prescribed period required under the Companies Act 2006.

8. ENFORCEMENT OF SECURITY

8.1 Enforcement

At any time after the occurrence of an Enforcement Event (which has not been remedied to the Assignee's satisfaction, acting in its sole discretion) or if a petition or application is presented for the making of an administration order in relation to the Assignor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Assignor or files such a notice with the court, the security created by or pursuant to this Deed is immediately enforceable and the Assignee may, without notice to the Assignor or prior authorisation from any court in its absolute discretion:

- (a) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Assigned Property; and
- (b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

8.2 No Liability as Mortgagee in Possession

Neither the Assignee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Assigned Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Assigned Property to which a mortgagee or mortgagee in possession might otherwise be liable.

8.3 Right of Appropriation

To the extent that any of the Assigned Property constitutes "financial collateral" and this Deed and the obligations of the Assignor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")) the Assignee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, its face value at the time of appropriation; and (b) in the case of financial instruments or other financial collateral, the market price of such financial instruments or other financial collateral determined by the Assignee by reference to a public index or by such other process as the Assignee may select, including independent valuation. In each case, the parties 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.

9. EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

9.1 Extension of Powers

The power of sale or other disposal conferred on the Assignee and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

9.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed or to the exercise by the Assignee of its right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time or to its power of sale, which powers may be exercised by the Assignee without notice to the Assignor on or at any time after the occurrence of an Enforcement Event.

10. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

10.1 Appointment and Removal

After the occurrence of an Enforcement Event (which has not been remedied to the Assignee's satisfaction, acting in its sole discretion) or if a petition or application is presented for the making of an administration order in relation to the Assignor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Assignor or files such a notice with the court or if requested to do so by the Assignor, the Assignee may by deed or otherwise (acting through an authorised officer of the Assignee), without prior notice to the Assignor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Assigned Property;
- (b) appoint two or more Receivers of separate parts of the Assigned Property;
- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receiver(s); or
- (e) appoint one or more persons to be an administrator of the Assignor.

10.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 10.1 shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes shall be deemed to be the agent of the Assignor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Assignee; and

- (c) entitled to remuneration for his services at a rate to be fixed by the Assignor from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

10.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Assignee under the Law of Property Act 1925 (as extended by this Deed or otherwise and such powers shall remain exercisable from time to time by the Assignee in respect of any part of the Assigned Property.

11. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Assignor) have and be entitled to exercise, in relation to the Assigned Property (and any assets of the Assignor which, when got in, would be Assigned Property) in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Assignor or in his own name and, in each case, at the cost of the Assignor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Assignor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Assignor) which seem to the Receiver to be incidental or conducive to (x) any of the functions, powers, authorities or discretions conferred on or vested in him or (y) the exercise of the Collateral Rights (including realisation of all or any part of the Assigned Property) or (z) bringing to his hands any assets of the Assignor forming part of, or which when got in would be, Assigned Property.

12. APPLICATION OF MONIES

- 12.1 All monies received or recovered by the Assignee or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter applied by the Assignee (notwithstanding any purported appropriation by the Assignor) in such order and manner as the Assignee shall think fit:

- (a) in or towards the discharge of all or any of the Secured Obligations which are then due and payable; and
- (b) the surplus, if any, shall be paid to the Assignor or any other person or persons entitled to it.

- 12.2 Prior to the application of the proceeds in accordance with Clause 12.1, the Assignee or the Receiver may, at its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Assignee or Receiver with

such financial institution as it may direct and for so long as the Assignee or Receiver shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in accordance with the provisions of Clause 12.1.

- 12.3 For the purpose of or pending the discharge of any of the Secured Obligations the Assignee may convert any moneys received or recovered by the Assignee or any Receiver from one currency to another, at the spot rate at which the Assignee is able to purchase the currency in which the Secured Obligations are due with the amount received. The obligations of the Assignor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

13. PROTECTION OF PURCHASERS

13.1 Consideration

The receipt of the Assignee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Assigned Property or making any acquisition, the Assignee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

13.2 Protection of Purchasers

No purchaser or other person dealing with the Assignee or any Receiver shall be bound to inquire whether the right of the Assignee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Assignee or such Receiver in such dealings.

14. POWER OF ATTORNEY

14.1 Appointment and Powers

The Assignor by way of security irrevocably appoints the Assignee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Assignor by this Deed or any other agreement binding on the Assignor to which the Assignee is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Assigned Property and perfecting, maintaining and/or releasing the security created or intended to be created in respect of the Assigned Property); and
- (b) enabling the Assignee and 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, after the occurrence of an Enforcement Event (which has not been remedied to the Assignee's satisfaction, acting in its sole discretion), the exercise of any right of a legal or beneficial owner of the Assigned Property).

14.2 Ratification

The Assignor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

15. EFFECTIVENESS OF SECURITY

15.1 Continuing Security

- (a) The Security created by or pursuant to this Deed shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Assignee in writing.
- (b) No part of the security from time to time intended to be constituted by the Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

15.2 Cumulative Rights

The security created by or pursuant to this Deed and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Assignee may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other security. No prior security held by the Assignee over the whole or any part of the Assigned Property shall merge into the security constituted by this Deed.

15.3 No Prejudice

The security created by or pursuant to this Deed and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Assignor or any other person, or the Assignee or by any variation of the terms of the trust upon which the Assignee holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

15.4 Remedies and Waivers

No failure on the part of the Assignee to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Assignee shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

15.5 No Liability

None of the Assignee, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Assigned Property or (c) taking possession of or realising all or any part of the Assigned Property, except in the case of gross negligence or wilful default upon its part.

15.6 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

15.7 Waiver of defences

The obligations of the Assignor under this Deed and the Collateral Rights will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Assignee) including:

- (a) any time, waiver or consent granted to, or composition with, the Assignor or any person;
- (b) the release of the Assignor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Assignor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Assignor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of the Share Purchase Agreement or any other document or security or of the Secured Obligations;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under the Share Purchase Agreement or any other document or security or of the Secured Obligations; or
- (g) any insolvency or similar proceedings.

15.8 Immediate recourse

The Assignor waives any right it may have of first requiring the Assignee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Assignor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

15.9 Deferral of Rights

Until such time as the Secured Obligations have been discharged in full, the Assignor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Assignee under the Share Purchase Agreement or of any other guarantee or security taken pursuant to, or in connection with, this Deed by the Assignee.

15.10 Additional Security

The security created by the Assignor under this Deed and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by the Assignee.

15.11 Suspense Account

If the monies received, recovered or realised by the Assignee under this Deed (including the proceeds of any conversion of currency) are insufficient to discharge the full amount of the Secured Obligations, the monies so received, recovered or realised by the Assignee under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Assignee be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Assignee considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Assignee's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

16. RELEASE OF SECURITY

16.1 Redemption of Security

Upon the Secured Obligations being discharged in full, the Assignee shall, at the request and cost of the Assignor, release and cancel the security constituted by this Deed and procure the reassignment to the Assignor of the property and assets assigned to the Assignor pursuant to this Deed, subject to Clause 16.2 and without recourse to, or any representation or warranty by, the Assignee or any of its nominees.

16.2 Avoidance of Payments

If the Assignee considers that any amount paid or credited to its credit is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Assignor under this Deed and the security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

16.3 Reinstatement

If any payment by the Assignor to the Assignee or any discharge given by the Assignor is avoided or reduced as a result of insolvency or any similar event:

- (a) the security created or expressed to be created in favour of the Assignee by or pursuant to this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) to the extent the Share Purchase Agreement is challenged, invalidated, unwound or recognised as unenforceable or ineffective in any proceedings in any relevant jurisdiction, the Assignor undertakes to create a valid and enforceable security interest over the Assigned Property in favour of the Assignee and execute any documents and agreements with the Assignee as the Assignee may reasonably require, necessary to create such security interest.

17. SET-OFF

The Assignor authorises the Assignee (but the Assignee shall not be obliged to exercise such right), after the occurrence of an Enforcement Event which is continuing, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Assignee to the Assignor and apply any credit balance to which the Assignor is entitled on any account with the Assignee in accordance with Clause 12 (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

18. **SUBSEQUENT AND PRIOR SECURITY INTERESTS**

18.1 **Subsequent Security Interests**

If the Assignee at any time receives or is deemed to have received notice of any subsequent Security Interest affecting all or any part of the Assigned Property or any assignment or transfer of the Assigned Property which is prohibited by the terms of this Deed, all payments thereafter by or on behalf of the Assignor to the Assignee shall be treated as having been credited to a new account of the Assignor and not as having been applied in reduction of the Secured Obligations as at the time when the Assignee received such notice.

18.2 **Prior Security Interests**

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security Interest or upon the exercise by the Assignee or any Receiver of any power of sale under this Deed the Assignee may redeem that prior Security Interest or procure the transfer of it to itself. The Assignee may settle and agree the accounts of the prior Security Interest and any accounts so settled and agreed will be conclusive and binding on the Assignor. All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Assignor to the Assignee on demand.

19. **CURRENCY INDEMNITY**

If any sum (a “**Sum**”) owing by the Assignor under this Deed or any order or judgment given or made in relation to this Deed has to be converted from the currency (the “**First Currency**”) in which such Sum is payable into another currency (the “**Second Currency**”) for the purpose of:

- (a) making or filing a claim or proof against the Assignor;
- (b) obtaining an order or judgment in any court or other tribunal;
- (c) enforcing any order or judgment given or made in relation to this Deed; or
- (d) applying the Sum in satisfaction of any of the Secured Obligations,

the Assignor shall indemnify the Assignee from and against any loss suffered or incurred as a result of any discrepancy between (a) the rate of exchange used for such purpose to convert such Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Assignee at the time of such receipt of such Sum.

20. **ASSIGNMENT**

20.1 The Assignee may assign and transfer all or any of its rights and obligations under this Deed. The Assignee shall be entitled to disclose such information concerning the Assignor and this Deed as the Assignee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

20.2 **Successors**

This Deed shall remain in effect despite any amalgamation or merger (however effected) relating to the Assignee.

21. **NOTICES**

The provisions of clause 23 of the Share Purchase Agreement will apply to this Deed *mutatis mutandis* as they apply to the Share Purchase Agreement.

22. **EXPENSES, STAMP TAXES AND INDEMNITY**

22.1 **Expenses**

The Assignor shall, from time to time on demand of the Assignee, reimburse the Assignee for all reasonable costs and expenses (including legal fees) together with any VAT thereon incurred by it in connection with the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this Deed or any proceedings instituted by or against the Assignee as a consequence of taking or holding the security or of enforcing the Collateral Rights, and the amount of any such costs and expenses shall carry interest from the date of such demand until so reimbursed at the rate of two per cent. per annum over the rate at which the Assignee was being offered, by prime banks in the London interbank market, deposits in an amount comparable to such sums in the currency or currencies thereof for such period(s) as the Assignee may from time to time select and such amount shall be compounded every month.

22.2 **Stamp Taxes**

The Assignor shall pay all stamp, registration and other taxes to which this Deed, the security contemplated in this Deed or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Assignee on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

22.3 **Indemnity**

The Assignor shall, notwithstanding any release or discharge of all or any part of the security, indemnify the Assignee, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Assignor of the provisions of this Deed, the exercise or purported exercise of any of the rights and powers conferred on them by this Deed or otherwise relating to the Assigned Property.

23. **PAYMENTS FREE OF DEDUCTION**

All payments to be made to the Assignee under this Deed shall be made free and clear of and without deduction for or on account of tax unless the Assignor is required to make such payment subject to the deduction or withholding of tax, in which case the

sum payable by the Assignor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

24. DISCRETION AND DELEGATION

24.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Assignee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

24.2 Delegation

Each of the Assignee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit and any such Assignee or Receiver shall not be bound to supervise, or be in any way responsible for the loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate. Such delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Assignee or the Receiver itself.

25. GOVERNING LAW

This Deed and all non-contractual obligations arising from or connected with it will be governed by and construed in accordance with English law.

26. ARBITRATION

26.1 Any dispute arising out of or connected with this Agreement, including a dispute as to the validity, existence or termination of this Agreement and/or this Clause 26 or any non-contractual obligation arising out of or in connection with this Deed (a “**Dispute**”), will be resolved by arbitration in Geneva conducted in English by an arbitral tribunal pursuant to the rules of the International Chamber of Commerce.

26.2 The appointing body will be the International Chamber of Commerce.

26.3 The arbitrators of the arbitral tribunal will be appointed as follows:

- (a) the number of arbitrators will be three;
- (b) each Party shall, within 14 days of referral of a matter to arbitration, appoint one arbitrator;
- (c) if either Party fails to appoint an arbitrator within 20 Business Days of referral of a matter to arbitration in accordance with Clause 26.1 the President of the International Chamber of Commerce shall appoint an arbitrator on behalf of such Party; and
- (d) the third arbitrator, who will sit as chairman of the Tribunal will be appointed by the first two appointed arbitrators. If the first two appointed arbitrators fail to nominate a third arbitrator within the time period prescribed under the rules of

the International Chamber of Commerce or any other time period agreed by the Parties then the third arbitrator will be appointed by the President of the International Chamber of Commerce,

and each Party expressly agrees and consents to this procedure for appointing the arbitral tribunal and irrevocably and unconditionally waives any right to choose or nominate its own arbitrator if it is one of multiple claimants or one of multiple respondents.

- 26.4 Notwithstanding Clause 26.3, the Parties may at any time by unanimous agreement appoint a single named arbitrator, in which case the number of arbitrators shall be one and the provisions of Clauses 26.4 to 26.9 shall apply *mutatis mutandis* to any arbitration proceedings before such a single arbitrator.
- 26.5 The Parties agree that either Party may have recourse to any court of competent jurisdiction to seek interim or provisional measures, including injunctive relief and pre-arbitral attachments or injunctions, and any such request will not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate pursuant to this Clause 26.
- 26.6 The decision of the arbitrators will be final, binding and enforceable upon the Parties and judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 26.7 Each Party will be responsible for its own legal fees and costs, but the arbitrators will, to the extent permitted by the rules of the International Chamber of Commerce, apportion any and all costs of the arbitration (including legal costs and arbitrators' fees) to the Party that is unsuccessful in the arbitration.
- 26.8 The Parties and their employees and agents will hold the substance and results of any negotiations or arbitration proceedings under this Clause 26 in strict confidence, except to the limited extent necessary to comply with a court order, to enforce a final settlement agreement, to obtain and secure enforcement of or a judgement on the arbitrator's decision and award, or as otherwise required by applicable Law. All information and documents disclosed by any Party will remain private and confidential to the disclosing party, and may not be disclosed by any other Party.
- 26.9 Where disputes arise which, in the reasonable opinion of the arbitral tribunal to be appointed in any of the disputes (the "**First Arbitral Tribunal**"), are so closely connected that it is expedient for them to be resolved in the same proceedings, the First Arbitral Tribunal will have the power to order that the proceedings to resolve that dispute will be consolidated with those to resolve any of the other disputes (whether or not proceedings to resolve those other disputes have yet been instituted). If the First Arbitral Tribunal so orders, the parties to each dispute which is a subject of their order shall be treated as having consented to that dispute being finally decided:
- (a) by the First Arbitral Tribunal unless the International Chamber of Commerce decides that he would not be suitable or impartial; and
 - (b) in accordance with the procedure specified in the contract pursuant to which the First Arbitral Tribunal was appointed, unless otherwise agreed by all parties to the consolidated proceedings or ordered by the First Arbitral Tribunal.

THIS DEED has been signed on behalf of the Assignee and executed as a deed by the Assignor and is delivered by it on the date specified above.

SCHEDULE 1
FORM OF SIGNING DATE NOTICE OF ASSIGNMENT

To: [●]

Date: [●]

Dear Sirs,

We refer to the investment management agreement dated 17 March 2020 between Qube Research & Technologies Limited, Qube Fund Ltd, Qube Master Fund Ltd and Qube Fund LP (the “**Contract**”).

We hereby give you notice that we have assigned to Credit Suisse Asset Management International Holding Ltd (the “**Assignee**”), pursuant to a deed entered into by us in favour of the Assignee dated on or around the date of this notice: (a) all of the our rights, present and future, to the fees and other compensation payable to the Assignor under the first sentence of clause 5.1 of the Contract; and (b) all related powers, benefits, claims, causes of action, or awards or judgments in favour of us, in respect of the rights set out in sub-paragraph (a) (the “**Assigned Property**”).

With effect from your receipt of this notice:

1. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising in respect of the Assigned Property belong to the Assignee and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Assignee’s consent; and
2. you are authorised and instructed, without requiring further approval from us, to provide the Assignee with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Assignee as well as to us.

Despite the assignment referred to above or the making of any payment by you to the Assignee under or in connection with it:

- (a) we shall remain liable to perform all of our obligations under the Contract; and
- (b) the Assignee and any of its delegates shall not at any time be under any obligation or liability to you under or in respect of the Contract.

These instructions may not be revoked.

Please acknowledge receipt of this notice and provide your consent to the assignment by signing the acknowledgement and consent on the enclosed copy letter and returning it to the Assignee at [●] marked for the attention of [●].

Yours faithfully,

.....

for and on behalf of

QUBE RESEARCH & TECHNOLOGIES LIMITED

[On copy only:

To: **CREDIT SUISSE ASSET MANAGEMENT INTERNATIONAL HOLDING LTD**

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over the Assigned Property and that we will comply with the terms of that notice.

We further confirm that:

- (a) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Assignee;
- (b) no termination of such rights, interests or benefits shall be effective unless we have given the Assignee thirty days written notice of the proposed termination, specifying the action necessary to avoid such termination; and
- (c) no breach or default on the part of the Assignor of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Assignee specifying how to make good such breach.

By signing this notice, we hereby grant our prior written consent, for purposes of clause 12.10 of the Contract, to the assignment by the Assignor to the Assignee of the Assigned Property.

For and on behalf of [●]

By:

Dated:

SCHEDULE 2
FORM OF ENFORCEMENT EVENT NOTICE OF ASSIGNMENT

To: [●]

Date: [●]

Dear Sirs,

We refer to the investment management agreement dated 17 March 2020 between Qube Research & Technologies Limited, Qube Fund Ltd, Qube Master Fund Ltd and Qube Fund LP (the “**Contract**”).

We hereby give you notice that we have assigned to Credit Suisse Asset Management International Holding Ltd (the “**Assignee**”), pursuant to a deed entered into by us in favour of the Assignee dated [●] (the “**Deed of Assignment**”): (a) all of our rights, present and future, to the fees and other compensation payable to the Assignor under the first sentence of clause 5.1 of the Contract; and (b) all related powers, benefits, claims, causes of action, or awards or judgments in favour of us, in respect of the rights set out in sub-paragraph (a) (the “**Assigned Property**”). This notice is supplemental to the previous notice delivered to you on or around the date of the Deed of Assignment.

With effect from your receipt of this notice:

1. all payments by you to us in respect of the Assigned Property should be made to the Assignee or to its order as it may specify in writing from time to time;
2. all remedies provided for in the Contract or available at law or in equity are exercisable by the Assignee;
3. all rights to compel performance of the Contract are exercisable by the Assignee although the Assignor shall remain liable to perform all the obligations assumed by it under the Contract;
4. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising in respect of the Assigned Property belong to the Assignee and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Assignee’s consent; and
5. you are authorised and instructed, without requiring further approval from us, to provide the Assignee with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Assignee as well as to us.

Despite the assignment referred to above or the making of any payment by you to the Assignee under or in connection with it:

- (a) we shall remain liable to perform all of our obligations under the Contract; and
- (b) the Assignee and any of its delegates shall not at any time be under any obligation or liability to you under or in respect of the Contract.

These instructions may not be revoked.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Assignee at [●] marked for the attention of [●].

Yours faithfully,

.....

for and on behalf of

QUBE RESEARCH & TECHNOLOGIES LIMITED

[On copy only:

To: **CREDIT SUISSE ASSET MANAGEMENT INTERNATIONAL HOLDING LTD**

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over the Assigned Property and that we will comply with the terms of that notice.

We further confirm that:


- (a) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Assignee;
- (b) no termination of such rights, interests or benefits shall be effective unless we have given the Assignee thirty days written notice of the proposed termination, specifying the action necessary to avoid such termination; and
- (c) no breach or default on the part of the Assignor of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Assignee specifying how to make good such breach.

For and on behalf of [●]


By:

Dated:

**EXECUTED as a DEED by QUBE RESEARCH & TECHNOLOGIES
LIMITED**

By:  _____
DocuSigned by:
9DEE32EA4070487...

Name: Christina Wilgress
Title: Director

By:  _____
DocuSigned by:
F900FB08406B4E3...

Name: Laurent Laizet
Title: Director

**SIGNED for and on behalf of CREDIT SUISSE ASSET
MANAGEMENT INTERNATIONAL HOLDING LTD**

By: _____

Name:
Title:

Frank Kaini
BOO

By: _____

Name:
Title:

HAEGGARD, KAIWE
BOO



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9867306

Charge code: 0986 730 6 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2020 and created by QUBE RESEARCH & TECHNOLOGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2021 .

Given at Companies House, Cardiff on 18th January 2021



Companies House



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