

# MR01

## Particulars of a charge



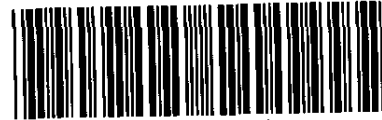
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20/11/2018

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COMPANIES HOUSE

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

☒ **What this form is for**  
You may not use this form to  
register a charge when the charge is  
instrument. Use form

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 1 0 4 4 5 6 6 5

Company name in full TULIP BIDCO LIMITED ✓

0005

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 d 1 d 5 m 1 m 1 y 2 y 0 y 1 y 8 ✓

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

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

Name GLAS TRUST CORPORATION LIMITED

AS SECURITY AGENT ✓

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**

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

Brief description

Not applicable

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

Please limit the description to the available space.

**5 Other charge or fixed security**

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

☒ **Yes**
☐ **No**
**6 Floating charge**

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**
**7 Negative Pledge**

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

☒ **Yes**
☐ **No**
**8 Trustee statement <sup>1</sup>**

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.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

**9 Signature**

Please sign the form here.

Signature

Signature

X *Kahar & Mahim* X

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



# MR01

## Particulars of a charge

### Presenter information

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

Contact name **SAAVAN SHAH**

Company name **LATHAM & WATKINS**

**(LONDON) LLP**

Address **99 BISHOPSGATE**

Post town **LONDON**

County/Region **LONDON**

Postcode 

E	C	2	M	3	X	F
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Country **ENGLAND**

DX

Telephone **0207 710 1000**

### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**





**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10445665

Charge code: 1044 5665 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2018 and created by TULIP BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2018.

(p)

Given at Companies House, Cardiff on 27th November 2018




**Companies House**



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



I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a true and correct copy of the original security instrument.

Signature: Richard Wathin / 

Date: 2011/12

## Share Pledge Agreement

dated 15 November 2018

between **Tulip Bidco Limited**  
c/o Hackwood Secretaries Limited  
One Silk Street  
London EC2Y 8HQ  
United Kingdom

as pledgor (the **Pledgor**)

and **Glas Trust Corporation Limited**  
45 Ludgate Hill  
London EC4M 7JU  
United Kingdom

as Security Agent and pledgee, acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Secured Parties

and **the Secured Parties**

as pledgees, represented for all purposes hereof by the Security Agent as direct representative (*direkter Stellvertreter*)

regarding the pledge over all shares in fundinfo AG, company registration number with the Commercial Register of the Canton of Zurich: CHE-112.556.078 (the **Company**)



## TABLE OF CONTENTS

1	Definitions and Construction .....	3
2	Pledge of Pledged Assets .....	6
	2.1 Undertaking to Pledge.....	6
	2.2 Perfection of the Pledge .....	7
3	Delivery of Documents .....	7
4	Shareholder Rights .....	8
	4.1 Dividends and Related Assets .....	8
	4.2 Voting Rights.....	8
5	Representations and Warranties .....	9
6	Undertakings of the Pledgor .....	10
7	Enforcement.....	10
8	Additional Secured Parties .....	11
9	Miscellaneous .....	11
	9.1 No Waiver .....	11
	9.2 Taxes, Costs and Expenses.....	12
	9.3 Notices .....	12
	9.4 Amendments.....	12
	9.5 Severability .....	12
	9.6 Transfer and Assignment.....	12
	9.7 Counterparts .....	12
	9.8 Governing Law.....	12
	9.9 Jurisdiction.....	13
	<b>Annex 1</b> ( <i>Details of Shares in the Company</i> ) .....	15
	<b>Annex 2</b> ( <i>Power of Attorney</i> ).....	16



## WHEREAS

- A) Pursuant to the Facilities Agreement, the Original Lenders have agreed to make available to the Original Borrower credit facilities in the aggregate amount of GBP 85,000,000.
- B) The Pledgor is the sole legal and beneficial shareholder of the Company.
- C) It is envisaged under the Facilities Agreement that the Pledgor pledges the Pledged Assets in the Company to and for the benefit of the Secured Parties as security for the Secured Obligations.
- D) In accordance with clause 19.1(d) (*Security Agent as trustee*) of the Intercreditor Agreement, each Secured Party (other than the Security Agent) has appointed the Security Agent to accept as its direct representative (*direkter Stellvertreter*) any security created hereunder and to enter into this Agreement as direct representative (*direkter Stellvertreter*) in the name and for the account of each Secured Party.

**Now, therefore,** it is agreed as follows:

## 1 DEFINITIONS AND CONSTRUCTION

- (a) Unless the context otherwise requires or unless otherwise defined herein, capitalised terms and expressions used herein shall have the meaning ascribed to them in the Facilities Agreement or the Intercreditor Agreement.
- (b) In this Agreement:

<b>Agreement</b>	means this share pledge agreement including all its present and future Annexes.
<b>Annex</b>	means an annex to this Agreement.
<b>Clause</b>	means a clause of this Agreement.
<b>Company</b>	has the meaning given to it on the cover page of this Agreement.
<b>Dividends</b>	means all present and future rights to and dividend payments or other distributions relating to the Shares resolved by a shareholders' meeting of the Company and effected by the Company whether in cash or in the form of additional Shares in the Company (stock dividend) or in any other form.
<b>Declared Default</b>	has the meaning given to the term "Declared Default" in the Facilities Agreement.
<b>Deed of Release</b>	means an English law governed global deed of release, which in respect of the release of the Swiss Security Document (as such term is defined therein) is governed by



	Swiss law, dated on or about the date hereof, between, among others, Glas Trust Corporation Limited as Security Agent, Global Loan Agency Services Limited as Senior Agent, Tulip Midco Limited as Parent and Chargor and Tulip Bidco Limited as Company and Chargor.
<b>Enforcement</b>	means the foreclosure or any other kind of realisation of the Pledged Assets.
<b>Enforcement Event</b>	means the occurrence of a Declared Default which is continuing.
<b>Existing Share Pledge Agreement</b>	means the share pledge agreement dated 15 August 2017 between the Pledgor, the Security Agent and the secured parties relating to the pledge over all shares in the Company, which will be terminated prior to the entering into force of this Agreement in accordance with the Deed of Release.
<b>Facilities Agreement</b>	means an English law governed senior facilities agreement dated on or about the date hereof, between, among others, Tulip Bidco Limited as Original Borrower, Tulip Midco Limited as Parent, the Company as Original Guarantor, the financial institutions listed in Part II of Schedule 1 thereto as Original Lenders, Global Loan Agency Services Limited as Agent and Glas Trust Corporation Limited as Security Agent.
<b>including</b>	means including without limitation, not delimiting the term(s) to which the word relates to the example(s) thereafter mentioned.
<b>Intercreditor Agreement</b>	means an English law governed intercreditor agreement dated on or about the date hereof, as amended and/or restated from time to time, made between, among others, Tulip Bidco Limited as Company, Tulip Midco Limited as Parent, Tulip Bidco Limited and the Company as Original Debtors and Glas Trust Corporation Limited as Security Agent.
<b>Participation Rights</b>	means participation certificates ( <i>Partizipationsscheine</i> ) and/or dividend rights certificates ( <i>Genussscheine</i> ) within the meaning of art. 656a et seq. and art. 657 of the Swiss Code of Obligations, respectively.
<b>Party</b>	means a party to this Agreement.
<b>Pledge</b>	means a pledge ( <i>Pfandrecht</i> ) pursuant to art. 899 et seq. of the Swiss Civil Code over the Pledged Assets in accordance with the terms of this Agreement.



<b>Pledged Assets</b>	means the Shares, Dividends and Related Assets or any other security or asset that is to be or will be pledged under this Agreement.
<b>Pledgor</b>	has the meaning given to it on the cover page of this Agreement.
<b>Related Assets</b>	means, except for the Dividends, all present and future rights to and monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, capital reduction, subscription rights, bonus shares, preference, option, substitution, conversion or otherwise).
<b>Secured Obligations</b>	means all present and future obligations and liabilities of the Pledgor (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Pledgor or by some other person) to the Security Agent (acting for itself and as direct representative ( <i>direkter Stellvertreter</i> ) in the name and for the account of all other Secured Parties) or any of the other Secured Parties under or pursuant to each of the Finance Documents including any liability in respect of any further advances made under the Finance Documents, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.
<b>Security Period</b>	means the period beginning on the date of this Agreement and ending on the Senior Discharge Date.
<b>Senior Discharge Date</b>	has the meaning given to the term "Senior Discharge Date" in the Intercreditor Agreement.
<b>Shares</b>	means (i) all registered shares in the Company as set out in <b>Annex 1</b> ( <i>Details of Shares in the Company</i> ); (ii) all shares, Participation Rights or other interests whatsoever which may substitute the shares referred to in sub-paragraph (i) above whether by operation of law or otherwise now or hereafter; and (iii) any further shares, Participation Rights or other rights in the Company that will be issued to the Pledgor by the Company or otherwise be acquired by the Pledgor after the date hereof.
<b>Swiss Civil Code</b>	means the Swiss Civil Code ( <i>Schweizerisches Zivilgesetzbuch</i> ) dated 10 December 1907, as amended and restated from time to time.



**Swiss Code of Obligations** means the Swiss Code of Obligations (*Schweizerisches Obligationenrecht*) dated 30 March 1911, as amended and restated from time to time.

**Swiss Debt Collection Act** means the Swiss Debt Collection and Bankruptcy Act (*Bundesgesetz über Schuldbetreibung und Konkurs*) dated 11 April 1889, as amended and restated from time to time.

- (c) Any reference to this Agreement shall be deemed to include any Annexes hereto.
- (d) Any reference made in this Agreement to any Finance Document (including this Agreement) or to any other agreement or document (under whatever name) relating to a Finance Document shall be deemed to be references to such Finance Document or such other agreement or document as the same may have been, or may from time to time be, amended, restated, extended or novated or as the parties or persons may accede thereto or withdraw therefrom or as new money facilities may be added, or existing facilities may be cancelled, increased or decreased thereunder.
- (e) Any references made in this Agreement to any person include a reference to any natural or legal person, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality), as well as to any of its successors, permitted assignees and transferees shall be construed so as to include its successors in title, permitted assignees and permitted transferees.
- (f) Words denoting the singular shall include the plural and vice versa, unless the context requires otherwise.
- (g) Unless the context otherwise requires, any references made in this Agreement to the Security Agent shall be read as references to the Security Agent acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Secured Parties.

## **2 PLEDGE OF PLEDGED ASSETS**

### **2.1 Undertaking to Pledge**

- (a) The Pledgor hereby agrees to pledge the Pledged Assets and hereby unconditionally pledges the Pledged Assets to the Security Agent as a continuing first ranking security, free and clear of any security in favour of third parties, in order to secure the Secured Obligations. The Security Agent herewith accepts such Pledge over the Pledged Assets.
- (b) The security created hereunder is to be a continuing security notwithstanding (i) any intermediate payment or increase of the amount of all or any part of the Secured Obligations, (ii) any temporary discharge of all or any part of



the Secured Obligations, (iii) any transfer of rights and obligations by novation or otherwise from one Secured Party to another Secured Party under the Finance Documents and (iv) any change, amendment, or supplement whatsoever in the Finance Documents unless and until the security is released in full by the Security Agent in accordance with the terms of the Intercreditor Agreement. The security interest constituted by this Agreement shall be cumulative, in addition to and independent of (A) every other security which the Finance Parties under or in connection with the Finance Documents may at any time hold for the Secured Obligations and (B) any rights, powers and remedies provided by law.

## **2.2 Perfection of the Pledge**

The Pledgor shall perfect the Pledge by delivering to the Security Agent the originals of the share certificates (in case of registered shares, duly endorsed in blank) representing the Shares on the date of this Agreement and the Security Agent shall accept the Pledge as a first ranking security to secure the Secured Obligations and agrees to take possession (*Besitz*) over the original certificates representing the Shares to obtain the Pledge (*Pfandrecht*).

In accordance with the Existing Share Pledge Agreement the Security Agent already took, and is in, possession (*Besitz*) of the original certificates representing the Shares and the Pledgor hereby instructs the Security Agent to hold as Security Agent under and for the purpose of this Agreement in possession (*Besitz*) the original certificates representing the Shares. Therefore, the Parties agree that the obligation of the Pledgor under the preceding paragraph of this Clause 2.2 (*Perfection of the Pledge*) to perfect the Pledge by delivering to the Security Agent the originals of the share certificates (in case of registered shares, duly endorsed in blank) representing the Shares on the date of this Agreement is already satisfied.

## **3 DELIVERY OF DOCUMENTS**

- (a) As soon as reasonably practicable after the date hereof, the Pledgor shall, subject to the Agreed Security Principles, deliver to the Security Agent the following documents (to the extent not already delivered under the Finance Documents or already in possession of the Security Agent):
  - (i) The originals of the certificates representing all Shares and Related Assets (in case of registered shares, duly endorsed in blank);
  - (ii) a copy of a certified excerpt from the commercial register relating to the Company, to be accurate, complete and up-to-date on the date hereof;
  - (iii) a certified copy of the Company's articles of association, to be accurate, complete and up-to-date on the date hereof, reflecting that there are no transfer restrictions regarding the Shares;
  - (iv) a copy of a resolution of the board of directors (*Verwaltungsrat*) of the Company (A) acknowledging and agreeing with the terms and conditions of, and the granting of the Pledge over the Pledged Assets pursuant to this Agreement, (B) approving the registration of the



Pledge of the Shares in the share register (*Aktienbuch*) of the Company, (C) approving irrevocably and in advance the registration in the share register of the Company of any future acquirer/holder of any of the Shares as shareholder with voting rights with respect to the relevant Shares in case of such acquirer having acquired such Shares in connection with the Enforcement of the security created under this Agreement in accordance with Clause 7 (*Enforcement*); and (D) irrevocably consenting to and approving the assignment of future subscription rights to the Security Agent pursuant to this Agreement; and

- (v) a copy of the up-to-date, correct and complete share register (*Aktienbuch*) of the Company evidencing that the Pledge of the Shares has been registered.
- (b) The Pledgor shall as soon as reasonably practicable upon the accrual, offer or issue and after receipt by the Pledgor of any Related Assets in the Company (in the form of shares, warrants, Participation Rights or other rights) or new Shares to which the Pledgor is or will be entitled, procure the delivery to the Security Agent, of all certificates and other documents representing such new Shares or Related Assets, in the case of registered shares by delivery of share certificates duly endorsed in blank.

## **4 SHAREHOLDER RIGHTS**

### **4.1 Dividends and Related Assets**

- (a) Until the occurrence of an Enforcement Event, the Pledgor shall be entitled to receive and retain all Dividends and Related Assets, to the extent that the distribution, receipt and retaining of Dividends and Related Assets are in compliance with the Facilities Agreement.
- (b) Upon the occurrence of an Enforcement Event, the Security Agent shall be entitled to apply all Dividends and Related Assets in accordance with clause 17 (*Application of Proceeds*) of the Intercreditor Agreement.

### **4.2 Voting Rights**

- (a) Until the occurrence of an Enforcement Event, the Pledgor will be permitted to retain and exercise the voting rights pertaining to the Shares in a manner which does not adversely affect the validity or enforceability of the security created pursuant to this Agreement or cause an Event of Default to occur and to the extent that the retaining and exercise of the voting rights are in compliance with the Facilities Agreement.
- (b) Upon the occurrence of an Enforcement Event, the Pledgor shall no longer be entitled to exercise the voting rights pertaining to the Shares and the Security Agent shall forthwith be entitled to exercise all voting rights at its discretion, in any way whatsoever wherefore the Security Agent is hereby given a power of attorney to vote, with the right of substitution, by the Pledgor. The Parties are in agreement that this Agreement shall constitute a



power of attorney from the Pledgor in favour of the Security Agent to exercise the voting rights of the Pledgor upon the occurrence of an Enforcement Event without any further action being required. The Pledgor undertakes to issue upon request of the Security Agent a power of attorney to such effect in a separate document substantially in the form of **Annex 2** (*Power of Attorney*).

## 5 REPRESENTATIONS AND WARRANTIES

Without prejudice, in addition to and not in lieu of the representations and warranties under the Facilities Agreement, the Pledgor represents and warrants to the Security Agent and the other Secured Parties as follows:

- (a) it has the capacity and power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, execution, performance and delivery of, this Agreement and the transactions contemplated by this Agreement, in each case subject to the Legal Reservations and Perfection Requirements;
- (b) the Shares are fully paid up and comprise the entire issued and outstanding share capital of the Company and, with the exception of the pledged Shares, the Company has not issued any other equity securities and no share certificates representing shares in the Company, other than the share certificates listed in **Annex 1** (*Details of Shares in the Company*) (which has been duly authorized and validly issued), have been issued by the Company;
- (c) the Shares are registered in the name of the Pledgor in the share register (*Aktienbuch*) of the Company;
- (d) subject to the delivery to the Security Agent of the originals of the share certificates evidencing the Shares on the date of this Agreement and the Legal Reservations and Perfection Requirements, this Agreement creates the security interest it purports to create;
- (e) the Pledgor is the sole legal and beneficial owner of the Pledged Assets free and clear of all security interests (other than the Pledge and Permitted Security);
- (f) subject to the Legal Reservations and Perfection Requirements, this Agreement constitutes legal, valid and binding obligations that are enforceable against the Pledgor pursuant to its terms;
- (g) subject to the Legal Reservations and Perfection Requirements, all necessary authorisations and consents which are required to be obtained or effected by the Pledgor to enable the Pledgor to enter into, exercise its rights and comply with its obligations under this Agreement have been obtained and are in full force and effect; and
- (h) the Pledged Assets are not subject to any transfer restrictions, options to purchase, pre-emption rights or similar rights of any person.



## 6 UNDERTAKINGS OF THE PLEDGOR

Unless permitted or otherwise provided for in any Finance Document or with the Security Agent's prior written consent and without prejudice and in addition to the undertakings under the Facilities Agreement, the Pledgor hereby undertakes to the Security Agent and the Secured Parties as follows:

- (a) not to do or permit to be done anything which would adversely affect the validity or enforceability of the security interest created or expressed to be created pursuant to this Agreement;
- (b) to comply at all times with its reporting and disclosure obligations pursuant to art. 697j of the Swiss Code of Obligations in relation to the Company;
- (c) to immediately inform in writing persons such as a bankruptcy liquidator or an administrator in case of a moratorium or persons making an attachment of the existence of the rights of the Secured Parties pursuant hereto;
- (d) except as permitted under the Facilities Agreement and during the Security Period, the Pledgor shall not create or permit to subsist any Security over all or any part of the Pledged Assets or dispose of any part of the Pledged Assets;
- (e) shall not without the prior written consent of the Security Agent vote in favor of, and shall procure that the Company shall not without the prior written consent of the Security Agent pass, a resolution whereby:
  - (i) the share capital (*Aktienkapital*) of the Company would be reduced or increased, or new Shares, Participation Rights or similar rights would be issued;
  - (ii) the articles of association (*Statuten*) of the Company would otherwise be changed in a way which would materially and adversely affect the Security Agent's or the Secured Parties' rights under this Agreement.
- (f) shall, subject to the Agreed Security Principles, obtain all consents, take all actions and execute all documents and instruments (including any additional security agreements) as may be necessary (i) to create and perfect the security interest created or intended to be created by this Agreement in respect of the Pledged Assets, or for the protection and maintenance of any rights of the Security Agent and the Secured Parties or the exercise of any rights by the Security Agent or a Secured Party under this Agreement and/or (ii) to facilitate foreclosure on the Pledged Assets.

## 7 ENFORCEMENT

Subject always to the Intercreditor Agreement (including, without limitation, clause 13 (*Distressed Disposals and Appropriation*) thereof), the following provisions shall apply to an Enforcement of the Pledge:

- (a) Upon the occurrence of an Enforcement Event, the Security Agent shall be entitled (but not obligated), without prior notification, at its full discretion



and notwithstanding any right of set-off of the Security Agent or the other Secured Parties to:

- (i) effect Enforcement by either (A) private realisation (*Private Verwertung*, including, to the extent legally permissible, self-sale (*Selbsteintritt*)) of the Pledged Assets, or (B) Enforcement proceedings pursuant to the Swiss Debt Collection Act under the exclusion of art. 41 para. 1<sup>bis</sup> of the Swiss Debt Collection Act (i.e. waiver of the *beneficium excussionis realis*) or any analogous provisions under applicable foreign law and the Parties agree in advance that a discretionary sale (*Freihandverkauf*) shall be permitted.
  - (ii) act as Security Agent contracting in its own name and in the name of the other Secured Parties and on its and their accounts or for the account of third persons in private or official Enforcement; and/or
  - (iii) apply all Dividends and other monies arising from the Shares or Related Assets as though they were the proceeds of an Enforcement under this Agreement.
- (b) Notwithstanding previous sales or transfers of Pledged Assets without formality or notice, the Security Agent and the other Secured Parties retain the right at all times to take any measure they deem necessary or appropriate in accordance with the Swiss Debt Collection Act or any analogous provisions under applicable foreign law.
- (c) The Pledgor agrees that the Security Agent can instruct a third party to conduct the Enforcement of the Pledge in its name and for its account.

## **8 ADDITIONAL SECURED PARTIES**

The Pledgor acknowledges and agrees that the Security Agent is entering into this Agreement acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Secured Parties and that for such purpose upon assignment or transfer of all or any part of the Secured Obligations to a new Finance Party such new Finance Party shall automatically become a Secured Party hereunder (provided that it has acceded to the Intercreditor Agreement as provided for therein) and any Finance Party which has ceased to be a Finance Party shall automatically cease to be a Secured Party hereunder. The Pledgor further acknowledges and agrees that any person appointed by the Security Agent as its delegate or successor in accordance with any of the Finance Documents shall be a Secured Party hereunder. The Security Agent shall maintain a list of the Secured Parties.

## **9 MISCELLANEOUS**

### **9.1 No Waiver**

No failure or delay by the Security Agent or any other Secured Party in exercising any right, power or privilege granted under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.



## **9.2 Taxes, Costs and Expenses**

All taxes, costs, fees and expenses (including legal fees) arising out of or in connection with the perfection, maintenance, protection and Enforcement of the security created under this Agreement or the exercise of any of the Secured Parties' rights granted under this Agreement shall be borne by the Parties in accordance with the Finance Documents.

## **9.3 Notices**

All notices or other communications to be given under or in connection with this Agreement shall be made in accordance with clause 37 (*Notices*) of the Facilities Agreement.

## **9.4 Amendments**

This Agreement may only be modified or amended in writing.

## **9.5 Severability**

If at any time any or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any relevant jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions of this Agreement. The Parties shall, acting in good faith, replace such illegal, invalid or unenforceable provision with a provision which comes as close as possible to the purpose of this Agreement.

## **9.6 Transfer and Assignment**

- (a) The Pledgor may not transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of the Security Agent.
- (b) The Security Agent may transfer and assign this Agreement or any rights or obligations hereunder without the consent of the Pledgor to any person or entity that is appointed as successor security agent under the Finance Documents and each Secured Party may transfer and assign any rights or obligations hereunder without the consent of the Pledgor to any person or entity in accordance with the Finance Documents.

## **9.7 Counterparts**

This Agreement may be signed and delivered in any number of counterparts, and this has the same effect as if the signature on the counterparts were on a single copy of this Agreement.

## **9.8 Governing Law**

This Agreement (including the pledge of and possession of the Pledged Assets) shall be governed by and construed in accordance with the substantive law of Switzerland, under the exclusion of the Swiss international conflict of law rules.



## **9.9 Jurisdiction**

- (a) The exclusive jurisdiction for any dispute, claim or controversy arising under, out of or in connection with or related to this Agreement (or subsequent amendments thereof), including, without limitation, disputes, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination, shall be with the courts of the city of Zurich (Zurich 1), Switzerland.
- (b) This Clause 9.9 (*Jurisdiction*) is for the benefit of the Security Agent and the other Secured Parties only. As a result, the Security Agent and the other Secured Parties shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the fullest extent permitted by applicable law, the Security Agent and the other Secured Parties may take concurrent proceedings in any number of jurisdictions.

**Signatures on the next page**



## Signatures

**Tulip Bidco Limited**  
as Pledgor

**REDACTED**

\_\_\_\_\_  
Name: *RICHARD EARNSHAW*  
Title: *DIRECTOR*

**Glas Trust Corporation Limited**  
as Security Agent

acting for itself and as direct representative (*direkter Stellvertreter*) in the name and  
for the account of all other Secured Parties

\_\_\_\_\_  
Name:  
Title:



## Signatures

**Tulip Bidco Limited**  
as Pledgor

---

Name:  
Title:

**Glas Trust Corporation Limited**  
as Security Agent

acting for itself and as direct representative (*direkter Stellvertreter*) in the name and  
for the account of all other Secured Parties

REDACTED

Name:  
Title:

SIMON SCHIFF  
LEGAL COUNSEL



**Annex 1** (*Details of Shares in the Company*)

fundinfo AG  
Staffelstrasse 12  
8045 Zürich  
Switzerland

Registration number: CHE-112.556.078

Total share capital: CHF 100,000.00

1,000 registered shares with a par value of CHF 100.00 each, certified as follows:

Share Certificate Number	Number of Shares
1	1-1,000



## **Annex 2 (Power of Attorney)**

### **Power of Attorney**

The undersigned, Tulip Bidco Limited, legal owner and registered shareholder of all Shares in fundinfo AG (the **Shares**), a company limited by shares with registered seat in Zurich, hereby gives to

**Glas Trust Corporation Limited**

45 Ludgate Hill  
London EC4M 7JU  
United Kingdom

with full power of substitution, all powers to appear and otherwise act at all shareholders' meetings of fundinfo AG and to vote with respect to the Shares for any items on the agenda and to do any and all acts and things which the undersigned might or could in its capacity as shareholder of fundinfo AG.

The undersigned hereby ratifies and confirms all that the attorney shall do in the name, place and stead of the undersigned.

A revocation of this power of attorney must be made in writing.

This power of attorney shall be governed by the substantive law of Switzerland, under the exclusion of the Swiss international conflict of law rules.

**Tulip Bidco Limited**

as Pledgor

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title: