



Registration of a Charge

Company Name: **RED27MOBILE LIMITED**

Company Number: **10831204**



Received for filing in Electronic Format on the: **21/07/2022**

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Details of Charge

Date of creation: **19/07/2022**

Charge code: **1083 1204 0005**

Persons entitled: **COMMERZBANK AG (AS SECURITY AGENT)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **WALKER MORRIS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10831204

Charge code: 1083 1204 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th July 2022 and created by RED27MOBILE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st July 2022 .

Given at Companies House, Cardiff on 22nd July 2022

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



Companies House



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

DATED 19 July 2022

THE CHARGORS (1)

and

COMMERZBANK AG AS SECURITY AGENT (2)

SECURITY ASSIGNMENT OF RECEIVABLES

WALKER MORRIS LLP
33 Wellington Street
Leeds
LS1 4DL
Ref: JVC

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THIS SECURITY ASSIGNMENT OF RECEIVABLES is made on 19 July 2022

BETWEEN:

- (1) **THE COMPANIES** details of which are set out in Schedule 1 to this Deed (together the **Chargors** and each a **Chargor**); and
- (2) **COMMERZBANK AG** whose office for the purposes of this Deed is at Kaiserstraße 16 (Kaiserplatz), 60261 Frankfurt am Main, Germany in its capacity as agent and trustee for the Beneficiaries (as defined below) of the security constituted by this deed (in such capacity referred to as the **Security Agent** which expression shall include its successors, assigns or trustees of the trust under which this security is held).

THIS SECURITY ASSIGNMENT WITNESSES AS FOLLOWS:

1 INTERPRETATION

1.1 In this deed the following words have the meanings set out next to them:

Accounts Receivable means:

- (a) all monetary claims or obligations owing to a Chargor under any contract under which a Chargor sells or supplies goods, materials or services (including any applicable tax or duty), present, future or contingent, but excluding debts arising from the sale of that Chargor's capital or fixed assets; and
- (b) the benefit of all rights whatsoever relating to the claims and obligations referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation or proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets whatsoever in respect of the same);

Accounts Receivable Collection Account means in relation to each Chargor such bank account or accounts which the Security Agent may from time to time specify in writing for the purpose of receiving payments of the Accounts Receivable;

Appointee means any person, firm or company or fluctuating body of persons (including every Receiver) to whom the Security Agent may from time to time delegate by power

of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent under this Deed or under any legislation in relation to the Charged Assets, and any person, firm or company or fluctuating body of persons to whom any such Appointee lawfully sub-delegates any or all of such powers, authorities and discretions;

Beneficiaries has the same meaning as the defined term "*Finanzierungsparteien*" in the Facility Agreement;

Charged Assets means all assets, rights and property of the Chargors the subject of any security created hereby or pursuant hereto and each and every item included therein or part or parts thereof;

this Deed means this Security Assignment of Receivables as the same may from time to time be varied, amended, substituted, novated or assigned and as supplemented by any Deed of Accession;

Deed of Accession means a deed of accession substantially in the form set out in Schedule 4 of this Deed;

Discharge Date means the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Beneficiaries are under no obligation to make any further credit facilities available;

Event of Default means an event as set out in clause 24 (*Kündigungsgründe*) of the Facilities Agreement.

Facility Agreement means an agreement relating to credit facilities originally dated 21 May 2019 and made between, amongst others, Cliq Digital AG and others as borrowers and Commerzbank Aktiengesellschaft as facility agent (*Verwaltungsagent*) and any document or agreement amending, supplementing, extending, novating, replacing, rescheduling or varying the same (including, but not limited to, an amendment agreement dated 6 July 2022 which extends such credit facilities);

Finance Documents has the same meaning as the defined term *Finanzierungsdokumente* in the Facility Agreement as the same may be varied, amended, supplemented, substituted, replaced or novated from time to time;

Receiver means a receiver and manager or (if the Security Agent so specifies in the appointment and an administrative receiver may be appointed to any Chargor) an administrative receiver appointed by the Security Agent under this Deed;

Relevant Agreement means any agreement, document or other instrument evidencing a Book Debt together with any agreement supplementing any agreement, document or other instrument amending, supplementing, extending, novating, replacing or varying the same;

Secured Liabilities means all monies, obligations and liabilities whether principal, interest or otherwise which are now or at any time hereafter may become due, owing or incurred to the Security Agent and/or the Beneficiaries or any of them by each Chargor and covenanted and/or guaranteed to be paid or discharged by each Chargor to the Beneficiaries under clause 2 and whether as principal debtor, guarantor, surety and whether alone or jointly with any other person or company or otherwise;

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

Security Period means the period beginning on the date hereof and ending on the Discharge Date; and

VAT means value added tax.

1.2 Any reference in this Deed to:

1.2.1 The **Security Agent** shall be construed so as to include a new trustee appointed pursuant to clause 21.5.2 of this Deed and **Beneficiary** shall be construed so as to include any assignee or successor in title of such Beneficiary.

1.2.2 the term **including** shall be construed as meaning **including without limitation**.

1.3 Save where the contrary is indicated, any reference in this Deed to a statute or statutory provision shall be construed as a reference to such statute or statutory provision as the same may be amended or re-enacted and all instruments, orders, plans, regulations, bye-laws, permissions and directions made at any time thereunder.

- 1.4 Where a party to this Deed agrees to indemnify another party against any claim or liability in connection with any matter, the expression, claim or liability (or other similar reference) shall be deemed to include all liabilities, outgoings, costs (on a full and unqualified indemnity basis and including any VAT thereon), damages, losses and expenses whatsoever directly or indirectly relating to or arising out of the subject matter under consideration.
- 1.5 References to clauses and Schedules shall be references to clauses of and schedules to this Deed;
- 1.6 Words denoting the singular number only shall include the plural number also and vice versa.
- 1.7 Unless otherwise defined herein, terms defined in the Facility Agreement shall have the same meaning when used herein.
- 1.8 This deed is a Finance Document.

2 MONIES SECURED

- 2.1 Each Chargor hereby covenants with the Security Agent for itself and/or on behalf of each Beneficiary that it will on demand in writing made to it by the Security Agent for itself and/or on behalf of each Beneficiary (provided such sums are due and payable) pay and discharge to the Security Agent all monies and liabilities now or in the future due, owing or incurred by such Chargor to each Beneficiary under or pursuant to the Finance Documents.
- 2.2 Payment of the Secured Liabilities direct to the relevant Beneficiary in accordance with the provisions of the relevant Finance Document will (subject to the provisions of clauses 14 and 24 below) be a good discharge of the above covenants.

3 CHARGING PROVISIONS

- 3.1 Each Chargor with full title guarantee and as beneficial owner and as a continuing security for the payment of all the Secured Liabilities hereby assigns by way of security to the Security Agent on its own behalf and on behalf of the Beneficiaries:
- 3.1.1 the Accounts Receivable; and
- 3.1.2 all rights, title and interest of such Chargor in each Accounts Receivable Collection Account.

3.2 To the extent not effectively otherwise assigned under clause 3.1 above, each Chargor with full title guarantee and as beneficial owner and as a continuing security for the payment of all the Secured Liabilities hereby charges by way of a first fixed charge to the Security Agent on its own behalf and on behalf of the Beneficiaries the Charged Assets.

3.3 No Chargor shall during the Security Period without the prior consent in writing of the Security Agent:

3.3.1 create or permit to exist any Security on or affecting the Charged Assets save as permitted by the Facility Agreement;

3.3.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not the whole or any part of the Charged Assets save as permitted by the Facility Agreement;

None of the foregoing prohibitions in this clause 3.3 shall be construed as limiting any powers exercisable by any Receiver appointed under this Deed as the agent of any Chargor.

4 COVENANTS OF THE CHARGOR

4.1 Each Chargor hereby covenants with the Security Agent for itself and on behalf of each Beneficiary that during the Security Period it:

4.1.1 shall keep proper books and records and permit the Security Agent and any persons authorised by the Security Agent on reasonable notice and during normal business hours to have access to and inspect the same;

4.1.2 shall not deal with its book or other debts or securities for money otherwise than in the ordinary course of getting in and realising the same, which expression shall not authorise the selling, factoring or discounting by any Chargor of its book debts or negotiable instruments held by it or any dealing by any Chargor with any such debtor or negotiable instruments held by it in a manner inconsistent with the provisions of clause 4.1.12;

4.1.3 shall maintain such insurances as are normally maintained by a prudent company carrying on a similar business provided that for as long as the Facility Agreement remains in force the insurance provisions in the Facility Agreement shall prevail;

- 4.1.4 shall punctually pay all premiums and other monies necessary for keeping the aforesaid insurances in force and deposit with the Security Agent such policies and receipts (or other evidence) for such payments as the Security Agent may reasonably require and upon default of the same the Security Agent may (but shall not be obliged to) take out or renew such insurances in such sum(s) as the Security Agent may reasonably think expedient and all monies expended by the Security Agent under this clause 4.1.4 shall be deemed to be properly paid by the Security Agent provided that for as long as the Facility Agreement remains in force the insurance provisions of the Facility Agreement shall prevail;
- 4.1.5 except with the prior written consent of the Security Agent, not amend, vary or waive any term of any Relevant Agreement (or any guarantee or security for the performance of a Relevant Agreement) nor settle, compromise, terminate, rescind or discharge any Relevant Agreement (or any guarantee or security for the performance of a Relevant Agreement) or release any other party from its obligations under a Relevant Agreement (or any guarantee or security for the performance of a Relevant Agreement);
- 4.1.6 comply with the terms of each Relevant Agreement and any other document, agreement or arrangement comprising the Charged Assets;
- 4.1.7 duly perform its obligations under each Relevant Agreement (and any other document, agreement or arrangement comprising the Charged Assets) in a diligent and timely manner;
- 4.1.8 notify the Security Agent of any material breach by it or by any other party under a Relevant Agreement (and/or any other document, agreement or arrangement comprising the Charged Assets) and shall not take any action which might or might reasonably be expected to reduce or impede recoveries in respect of any Relevant Agreement;
- 4.1.9 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Assets as the Security Agent may from time to time require;

4.1.10 if at any time a Chargor takes an assignment of or becomes entitled to the benefit of any agreement, deed, contract, rights or other documents which in the opinion of the Lender relate to the property the subject of any Relevant Agreement that Chargor shall procure that the same is capable of assignment to the Security Agent and shall inform the Security Agent of the existence of such agreement, deed, contract, rights or other document and provide to the Security Agent such further information as the Security Agent shall require in relation to the same;

4.1.11 not do or cause or permit to be done anything which may in any way in any material respect depreciate or otherwise in any material respect prejudice the value of the Security Agent's security under this Deed;

4.1.12 shall in relation to the book and other debts referred to in clause 3.1:

(a) immediately on receipt pay into the relevant Accounts Receivable Collection Account all monies which it may receive in respect of such debts and shall not without the prior written consent of the Security Agent make any withdrawals or direct any payment from the said account;

(b) if called upon to do so by the Security Agent and for so long as the Facility Agreement remains in force following an Event of Default:

(i) execute a legal assignment of such debts to the Security Agent (as trustee and agent for the Beneficiaries) in such terms as the Security Agent may require and give notice thereof to the debtors from whom such debts are owing or incurred and take such other steps as the Security Agent may require to perfect such legal assignment;

(ii) deliver an account to the Security Agent of the particulars of and the amounts due in respect of each such debt at that date; and

(c) not without the prior consent in writing of the Security Agent purport to charge, waive, assign or otherwise deal with such debts in favour of any other person,

and each Chargor acknowledges and agrees that the Security Agent shall have complete unfettered discretion to permit or cause (or refuse to permit or cause)

any payments to be made from the relevant Accounts Receivable Collection Account and that if it does permit or cause any such payment to be made then it shall then (but only then) be deemed to have given its consent for the purpose of this clause 4.1.12(c),

and in the case of default by the Chargor in the performance of any of the foregoing covenants the Security Agent may (but shall not be obliged to) do whatever may be necessary to make good such default and all sums expended by the Security Agent in that behalf shall be reimbursed by such Chargor to the Security Agent on demand and until so reimbursed by the Chargor shall be added to the Secured Liabilities and bear interest accordingly and the Security Agent may effect insurances in such amounts and against such risks as the Security Agent shall decide irrespective of whether the Chargor is in default in the manner described in clause 4.1.3 of this Deed.

4.2 The Borrower represents and warrants to the Lender that:

- 4.2.1 the Relevant Agreements constitute legal, valid, binding and enforceable obligations of the parties thereto and are in full force and effect and have not been varied or modified in any way or cancelled and no party thereto is in default thereunder;
- 4.2.2 it has not assigned, charged, pledged or otherwise encumbered any of its rights and benefits under the Relevant Agreements or any of the Charged Assets;
- 4.2.3 there are no equities in existence between the other parties to the Relevant Agreements and a Chargor which may act to the detriment of the Security Agent;
- 4.2.4 it has good right and title to enable it to make the charges and assignments effected by and pursuant to clause 3.1 and clause 3.2 and it has taken all corporate action necessary to authorise the execution and performance of this Deed and the said execution and performance will not cause any Chargor to be in breach of any agreement to which it is a party or any applicable law or regulation; and
- 4.2.5 any Book Debt which is purported to be assigned or charged under this deed is freely assignable by the relevant Chargor.

5 POWER OF SALE

- 5.1 For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date hereof and the Security Agent may exercise the statutory power of sale conferred on mortgagees by the Law of Property Act 1925 free from the restrictions imposed by section 103 thereof.
- 5.2 Immediately upon the Security Agent or any of the Beneficiaries making demand upon the Chargors for payment and discharge in accordance with the provisions of the agreements in respect of the Secured Liabilities the monies hereby secured shall be deemed to have become due within the meaning of section 101 of the Law of Property Act 1925 and this security shall immediately become enforceable and the power of sale and other powers conferred by the said section 101 as varied or extended by this Deed and all other powers conferred upon the Security Agent by this Deed shall be immediately exercisable.
- 5.3 The statutory powers of leasing conferred on the Security Agent shall be extended so as to authorise the Security Agent to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Security Agent shall consider expedient and without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925 and for the purposes of sections 99 and 100 of the said Act the expression **mortgagor** shall include any encumbrancer deriving title under the original mortgage, and sections 99(18) and 100(12) of the said Act shall not apply.
- 5.4 The Security Agent shall, so far as it is lawful to do so, be entitled to consolidate all or any of the securities created by or pursuant to this Deed with any other securities whether now in existence or hereafter created and accordingly the restriction upon the right of consolidating mortgage securities contained in section 93(1) of the Law of Property Act 1925 shall not apply to this Deed.
- 5.5 Section 109(1) of the Law of Property Act 1925 shall not apply to this Deed.

6 APPOINTMENT OF RECEIVER

The Security Agent may at any time after the Security Agent or any of the Beneficiaries has demanded payment of the Secured Liabilities or if, in relation to any Chargor, that Chargor so requests the Security Agent in writing, (whether or not the Security Agent has entered into or taken possession of the Charged Assets or any of them) by writing appoint, to the full extent permitted

by law, any person or persons (including, in relation to any such Receiver or Receivers, a manager or official of the Security Agent or any of the Beneficiaries) to be a Receiver or Receivers of all or any of the Charged Assets upon such terms as to remuneration and otherwise as the Security Agent may from time to time think fit and may similarly remove any Receiver and appoint another in his stead and any Receiver so appointed shall be the agent of such Chargor for all purposes and the Chargor shall be solely responsible for his contracts, engagements, acts, defaults, omissions and losses and for liabilities incurred by him for his misconduct and for his remuneration, and any such Receiver shall have all of the powers in relation to the Chargors and the property hereby charged conferred by the Law of Property Act 1925 on mortgagees and on mortgagees in possession and Receivers appointed under the said Act and as are specified in Schedule 1 of the Insolvency Act 1986 and in addition shall have the following powers namely:

- 6.1 to enter upon, take possession of, collect and get in the Charged Assets;
- 6.2 for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and/or defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose to make advances or to raise or borrow money either unsecured or secured on the Charged Assets in priority to or pari passu with or subsequent to the security hereby constituted or otherwise and at such rate or rates of interest and generally on such terms and conditions as the Receiver may think fit;
- 6.3 to sell or concur in selling or exchanging the Charged Assets or any of them and to grant or concur in granting licences and rights of user for any term as the Receiver shall in his absolute discretion think fit and without prejudice to the generality of the foregoing he may do any of the aforementioned things for a consideration, consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit, and carry into effect and complete any such transaction by executing any deeds or documents as may be necessary or appropriate in the name of or on behalf of the Chargor;
- 6.4 to promote the formation of a subsidiary company and/or companies of any of the Chargors with a view to such subsidiary company and/or companies purchasing, leasing, licensing or otherwise acquiring an interest in all or any of the Charged Assets;
- 6.5 to effect and renew insurances;

- 6.6 to redeem any prior Security and to settle and approve the accounts of the encumbrancer and accounts so settled and approved shall be conclusive and binding on the Chargor and the money so paid shall be a receivership expense;
- 6.7 to exercise or permit the Chargor or any nominees of the Chargor to exercise any powers or rights incidental to the ownership of the Charged Assets in such manner as he may think fit and in particular (as regards shares, stock and securities) any voting rights conferred by the same and (as regards securities) any rights of enforcing the same by foreclosure, sale or otherwise;
- 6.8 to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to the Charged Assets;
- 6.9 to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Assets as may seem to him to be expedient;
- 6.10 to take or defend proceedings in the name of the Chargor;
- 6.11 to appoint, hire and employ and to remunerate agents, servants, attendants, workmen and others on such terms and generally in such manner as he shall think fit either in connection with any exercise by him of any of the foregoing powers or otherwise for any purpose connected with the Charged Assets and to discharge any person so appointed, hired or employed; and
- 6.12 to do all such other acts and things as he may consider necessary or desirable for the realisation of any of the Charged Assets or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed and to exercise in relation to the Charged Assets all such powers and authorities and do all such things as he would be capable of exercising if he were the owner of the same with full title guarantee and as absolute beneficial owner,

and it is hereby agreed and declared that the powers conferred upon any such Receiver may be exercised by him either in his own name or in the name of the relevant Chargor (in the case of joint Receivers such powers being exercised jointly or severally).

7 APPLICATION AND PROCEEDS

- 7.1 All monies received by the Security Agent, or any Receiver appointed by it, pursuant to this Deed shall, after the security hereby constituted shall have become enforceable, subject to the repayment of any claims having priority to the security comprised in this Deed and save insofar as otherwise directed by the Security Agent, be applied in the following order (but without prejudice to the right of the Security Agent or any of the Beneficiaries to recover any shortfall from the Chargors or any of them):
- 7.1.1 in payment of all proper costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers including his remuneration and all outgoings properly paid by the Receiver and liabilities incurred by him as a result of such exercise;
 - 7.1.2 in payment of all proper costs, charges and expenses of the Security Agent incurred in connection with the exercise of all or any of its powers and duties under or in respect of this Deed and/or the Charged Assets;
 - 7.1.3 in or towards payment or discharge to the Security Agent, for the account of the Beneficiaries, of the Secured Liabilities in such order and in such proportions as the Security Agent may from time to time require including to any suspense or impersonal account to be so held for so long as the Security Agent shall think fit pending application in or towards the discharge of the Secured Liabilities; and
 - 7.1.4 the surplus (if any) shall be paid to the relevant Chargor or Chargors or such other person or entity as may be entitled thereto.
- 7.2 In making any disposal of the Charged Assets in exercise of their respective powers the Receiver or the Security Agent may accept or dispose of as and by way of consideration cash, shares, loan capital or other obligations including consideration fluctuating to or dependant on profit or turnover and consideration the amount whereof is to be determined by any third party and any contract for such disposal may contain conditions excluding or restricting the personal liability of the Receiver or the Security Agent.

8 ADDITIONAL POWERS OF THE TRUSTEE

- 8.1 All or any of the powers, authorities and discretions which are conferred by this Deed, either expressly or impliedly, upon a Receiver of the Charged Assets may be exercised by the Security Agent in relation to the Charged Assets without first appointing a Receiver of the Charged Assets or notwithstanding the appointment of a Receiver of the Charged Assets.
- 8.2 The powers conferred by this Deed in relation to the Charged Assets on the Security Agent or on any Receiver of the Charged Assets shall be in addition to, and not in substitution for, the powers conferred on mortgagees or Receivers under any legislation and where there is any ambiguity or conflict between the powers contained in any legislation and those conferred by this Deed as aforesaid then the terms of this Deed shall to the extent possible prevail.
- 8.3 The Security Agent may at any time and from time to time delegate by power of attorney or in any other manner to any Appointee all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent under this Deed or under any legislation in relation to the Charged Assets and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Security Agent may think fit and the Security Agent shall not be in any way liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such Appointee.

9 FURTHER DOCUMENTATION

- 9.1 Each Chargor shall execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security created by this Deed over the Charged Assets or for facilitating the realisation of the Charged Assets and the exercise of all powers, authorities and discretions vested in the Security Agent or in any Appointee and shall in particular execute all mortgages, charges, transfers, conveyances, assignments and assurances of the Charged Assets whether to the Security Agent or to its nominee(s) and give all notices, orders and directions which the Security Agent may think expedient.

- 9.2 The Security Agent may at any time after the security hereby constituted has become enforceable redeem any prior Security against the Charged Assets or procure the transfer thereof to themselves and may settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed shall be conclusive and binding on the Chargors and all principal monies, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Chargors to the Security Agent and/or any of the Beneficiaries (as appropriate) on demand.

10 POWER OF ATTORNEY

- 10.1 Each Chargor hereby by way of security and in order more fully to secure performance of its obligations under this Deed irrevocably appoints the Security Agent and any Appointee to be its attorney and on its behalf and in its name or otherwise to execute and do all such assurances, acts and things which such Chargor ought to do under the covenants and provisions contained in this Deed including (without prejudice to the generality of the foregoing) to make any demand upon or to give any receipt to any person by whom any such debt as is referred to in clause 3.1 or clause 3.2 is for the time being owing and to execute and deliver any such transfers, charges and other documents as are referred to in this Deed and generally on its behalf and in its name to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by any legislation on the Security Agent or any such Appointee and (without prejudice to the generality of the foregoing) to execute, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may deem proper in or for the purpose of exercising any of such powers, authorities and discretions including, but not limited to, the service of notice in the name of the relevant Chargor on a debtor under a Relevant Agreement.
- 10.2 Each Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in this clause 10 shall lawfully do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 10.
- 10.3 Each Chargor (other than Universal Mobile Enterprises Limited) hereby appoints Universal Mobile Enterprises Limited as its attorney for the purpose of executing and delivering on its behalf any Deed of Accession.

11 PROTECTION FOR THIRD PARTY PURCHASERS

- 11.1 No person dealing with the Security Agent or with any Appointee shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Deed in relation to the Charged Assets are or may be exercisable by the Security Agent or by any such Appointee or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Security Agent or any such Appointee in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Charged Assets had not been varied or extended by the terms of this Deed.
- 11.2 In addition to all other protection afforded by law any person dealing with the Security Agent or any Appointee shall be entitled and bound to assume without enquiry that some monies are owing on the security hereof and have become payable.

12 CONTINUING SECURITY

- 12.1 The security created by or pursuant to this Deed shall be:
- 12.1.1 a continuing security for the Secured Liabilities and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever, and
- 12.1.2 in addition to and independent of and shall not operate so as to prejudice or affect or merge in any other security which the Security Agent and/or any of the Beneficiaries may hold at any time for the Secured Liabilities or any other obligations whatsoever and shall not be affected by any release, reassignment or discharge of such other security.
- 12.2 Any release or discharge of the security created by or pursuant to this Deed or of any of the Secured Liabilities shall not release or discharge any Chargor from any liability to the Security Agent or any of the Beneficiaries for the same or any other monies which may exist independently of this Deed.
- 12.3 Neither the security created by or pursuant to this Deed nor any remedy of the Security Agent or the Beneficiaries in respect thereof shall be prejudiced by:

- 12.3.1 any unenforceability or invalidity of any other agreement or document, or
- 12.3.2 any time or indulgence or any other act or thing granted to any Chargor or any other person or any other act or thing which but for this clause 12.3 would or might prejudice the security created by or pursuant to this Deed or the right of the Security Agent or the Beneficiaries to any such remedy.

13 WAIVER OF DEFENCES

- 13.1 The liability of the Chargors or any of them under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision would release or prejudice any of its obligations under this Deed or prejudice or diminish such obligations in whole or in part including without limitation and whether or not known to the Chargors or any of them or the Security Agent or any of the Beneficiaries:
 - 13.1.1 any time or waiver granted to or composition with any or all of the Chargors or any other person, or
 - 13.1.2 the taking, variation, compromise, exchange, renewal or release or refusal or neglect to perfect, take up or enforce any rights against or security over assets of the Chargors or any other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any other security, or
 - 13.1.3 any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of the Chargors or any of them or any other person, or
 - 13.1.4 any unenforceability, illegality or invalidity of any obligations of any person under this Deed to the intent that the obligations of each of the Chargors under this Deed shall remain in full force and this Deed be construed accordingly as if there were no unenforceability, illegality or invalidity.
- 13.2 Neither the Security Agent nor any of the Beneficiaries shall be concerned to see or investigate the powers or authorities of any of the Chargors or their officers or agents.

14 AVOIDANCE OF PAYMENTS

Any settlement, discharge or release between the Chargors or any of them and the Security Agent or any Receiver shall be (unless agreed in writing between the relevant Chargors and the Security

Agent) conditional upon no security or payment to such parties by such Chargor or any other person on such Chargors' behalf being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force and in the event of such security or payment being so avoided or reduced the Security Agent or any of the Beneficiaries or any Receiver shall be entitled to recover the value or amount of such security or payment from such Chargor and from the security created by or pursuant to this Deed subsequently as if such settlement discharge or release had not occurred.

15 IMMEDIATE RECOURSE

The Chargors hereby each irrevocably waive any right any of them may have of first requiring the Security Agent or the Beneficiaries to proceed against or enforce any other rights or security or claim for payment from any other person before enforcing the security constituted hereby.

16 RIGHTS OF TRUSTEE

Until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full the Security Agent shall be entitled at its discretion to:

- 16.1 refrain from applying or enforcing any other guarantee, obligation, security, money or rights held by it in respect of the Secured Liabilities or enforce and apply the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargors shall not be entitled to the benefit of the same; and
- 16.2 hold in an interest bearing suspense account any monies received from any Chargor or on account of such Chargors' liability in respect of the Secured Liabilities giving credit to such Chargor for any interest earned in respect of such suspense account.

17 SUBSEQUENT CHARGES AND NEW ACCOUNTS

If the Security Agent shall at any time receive or be deemed to have received notice of any Security restriction, covenant, stipulation or other matter affecting the whole or any part of the Charged Assets or any assignment or transfer thereof which is prohibited by the terms of this Deed (other than as expressly permitted by the Facility Agreement for so long as the Facility Agreement remains in force):

- 17.1 the Security Agent or any of the Beneficiaries may open a new account or accounts for the Chargors or any of them in its books, and

17.2 if neither the Security Agent nor any of the Beneficiaries does in fact open any such new account then unless it gives express written notice to the Chargors to the contrary the Security Agent shall be treated as if it had in fact opened such account or accounts at the time when it received or was deemed to have received such notice and as from such time and unless such express written notice shall be given to the Chargors all payments by or on behalf of the Chargors to the Security Agent or any of the Beneficiaries shall (in the absence of any express contrary appropriation by the Chargors) be credited or treated as having been credited to such new account or accounts and not as having been applied in reduction of the Secured Liabilities at such time.

18 ASSIGNMENT

The Security Agent and the Beneficiaries shall each have a full and unfettered right to assign the whole or any part of the benefit of this Deed in accordance with the Facilities Agreement to any person and the expressions the **Security Agent** and the **Beneficiaries** wherever used shall be deemed to include such assignees and other successors whether immediate or derivative of the Security Agent or such Beneficiary who shall be entitled to enforce and proceed upon this Deed in the same manner as if named herein and the Security Agent and the Beneficiaries shall be entitled to impart any information concerning the Chargors and any of them to any such assignee or other successor or proposed assignee or successor.

19 VARIATION

The Security Agent may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons (whether or not party hereto and whether or not such person or persons is or are jointly and/or severally liable with any Chargor) in respect of any of the monies and other amounts hereby secured or of any other security therefor without prejudice either to this security or to the liability of the Chargors for the Secured Liabilities.

20 BENEFIT OF CHARGE

This Deed shall remain enforceable, valid and binding for all purposes notwithstanding any change in the name of the Security Agent or any of the Beneficiaries or its absorption of or by or its amalgamation or consolidation with any other company or other body or any change in the constitution of any of them or of their successors or assigns or the company by which the business of the Security Agent or any of the Beneficiaries may from time to time be carried on and shall be available to such successors, assigns or company carrying on that business for the time being.

21. DECLARATION OF TRUST AND TRUSTEE'S POWERS

- 21.1 The Security Agent hereby declares itself trustee of the security and other rights (including but not limited to the benefit of the covenants contained herein) titles and interests constituted by this Deed as amended and supplemented from time to time and of all monies, property and assets paid to the Security Agent or to its order or held by the Security Agent or its nominee or received or recovered by the Security Agent or its nominee pursuant to or in connection with this Deed with effect from the date hereof to hold the same on trust for itself and each of the Beneficiaries absolutely. The Security Agent shall not have nor be deemed to have assumed any obligation to, or trust or fiduciary relationship with, any party to this Deed other than those for which specific provision has been made in this Deed.
- 21.2 All monies received by the Security Agent in its capacity as such or any Receiver appointed by it under or pursuant to this Deed shall be held by it or such Receiver subject to clause 21.4 and as otherwise provided in this Deed and where the Security Agent is receiving monies for its own account upon trust for itself and the Beneficiaries according to their respective interests to apply the same as specified in clause 7.
- 21.3 The trusts herein shall remain in force until whichever is the earlier of:-
- 21.3.1 the expiration of a period of 125 years from the date hereof; and
 - 21.3.2 the receipt by the Security Agent of confirmation in writing from each of the Beneficiaries that there are no longer outstanding any monies, obligations and liabilities secured hereby.
- 21.4 Without prejudice to any right to indemnify by law given to trustees generally the Security Agent and every Appointee and any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable shall be entitled to be indemnified and kept indemnified out of the property hereby expressed to be secured in all respect of all liabilities, costs, charges, losses and expenses incurred or suffered by them or any of them in the execution or purported execution of the trusts created by this Deed or of any powers, authorities or discretions vested in them or any of them pursuant to this Deed (unless and to the extent that such liability, cost, charge, loss or expense arises as a result of the gross negligence or wilful default of the Security Agent or Receiver) and against all actions, proceedings, claims and demands in respect of any matter or thing done or omitted or in any way relating to the property expressed to be charged hereby or thereby or the provisions of this Deed or occasioned by any breach by

any Chargor of any of its covenants or other obligations to the Security Agent or any Beneficiary under this Deed and all sums necessary to effect and maintain such indemnity shall be an additional charge on the property expressed to be hereby secured and shall be satisfied before any payment is made there out to any Beneficiary.

21.5 The Security Agent shall save as agreed between the Beneficiaries and the Security Agent in writing from time to time (with which no purchaser or other third party dealing with the Security Agent shall be concerned):

21.5.1 have all powers of an absolute owner of the security constituted by this Deed;

21.5.2 have the power of appointing new trustees; and

21.5.3 have all the powers and discretions conferred upon trustees by the Trustee Act 1925 (to the extent not inconsistent with this Deed) and upon the Security Agent by this Deed and upon a Receiver appointed under this Deed (as though the Security Agent were a Receiver under this Deed).

22 LIABILITY OF TRUSTEE IN POSSESSION

22.1 If the Security Agent or any Receiver or any such delegate (or sub-delegate) shall enter into possession of the Charged Assets or any of them the Security Agent may from time to time at pleasure go out of such possession.

22.2 The Security Agent shall not in any circumstances either by reason of any entry by it into or taking by it of possession of the Charged Assets or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to account to the Chargors for anything except the Security Agent's own actual receipts or be liable to the Chargors for any loss or damage arising from any realisation by the Security Agent of the Charged Assets or from any act default or omission of the Security Agent in relation to the Charged Assets or from any exercise or non-exercise by the Security Agent of any power, authority or discretion conferred upon it in relation to the Charged Assets by or pursuant to this Deed or by any legislation unless such loss or damage shall be caused by the Security Agent's own fraud, gross negligence or wilful default.

22.3 If and insofar as the Security Agent incurs any liability to any other person, firm, company or authority or suffers any loss damage, or any claim, action or proceeding is brought against the Security Agent by any other person, firm, company or authority directly or indirectly as a result of exercising its right under or in respect of clause 22.1 (save for any acts of fraud, gross negligence or wilful default on the part of the Security Agent) the Chargors shall jointly and severally indemnify the Security Agent against any such liability or claim and the Chargors' obligations under or in respect of this clause 22.3 shall be included within the Secured Liabilities and form part thereof.

22.4 All the provisions of clause 22.2 shall apply in respect of the liability of any Receiver of the Charged Assets and in respect of the liability of any such delegate (or sub-delegate) in all respects as though every reference in that clause to the Security Agent were instead a reference to such Receiver or (as the case may be) to such delegate (or sub-delegate).

23 SET-OFF AND COMBINATION OF ACCOUNTS

Without prejudice to any rights the Security Agent and the Beneficiaries may have in law or in equity, each Chargor authorises the Security Agent at any time to apply any credit balance to which such Chargor is absolutely entitled on any account with the Security Agent or any of the Beneficiaries in satisfaction of the Secured Liabilities due and payable at such time (and on or at any time after the Security Agent or any of the Beneficiaries has demanded payment or discharge of all or any of the Secured Liabilities the Security Agent may make such application notwithstanding any specified maturity of any such deposits standing to the credit of any account of the Chargor with the Security Agent or any of the Beneficiaries) and for this purpose the Security Agent is authorised to purchase with the monies standing to the credit of any such account such other currencies as may be necessary to effect such application. Neither the Security Agent nor any of the Beneficiaries shall be obliged to exercise any right given to it by this clause.

24 RETENTION OF SECURITY

24.1 Notwithstanding any other provision of this Deed or any release, settlement, discharge or arrangement given or made by the Security Agent or any of the Beneficiaries pursuant to a discharge in full of the Secured Liabilities, the Security Agent may (save upon a refinancing of all of the Secured Liabilities with the benefit of monies borrowed or raised from a third party bank or banks or other financial institutions in circumstances in which the Chargors can demonstrate to the satisfaction of the Security Agent that they are not unable to pay their debts as they fall due) retain the security created by or pursuant to this Deed for such period (not exceeding twenty five months) after such discharge as it may in its discretion determine Provided that if at any time during such period a petition shall

be presented for an order for the winding up of any one or more of the Chargors or for the making of an administration order in respect of one or more of the Chargors or any one of the Chargors shall be commenced to be wound up, or other voluntary or any analogous proceedings shall be commenced in respect of the same, the Security Agent may continue to retain the security in respect of such of the Chargors created by or pursuant to this Deed for such further period as the Security Agent may determine and the security shall be deemed to have continued to have been held as security for the Secured Liabilities.

- 24.2 Subject always to the provisions of clause 24.1, upon the Discharge Date having occurred, the Security Agent (and each Beneficiary) shall at the request and cost of the Chargors, execute and do all such deeds, acts and things as may be necessary to release the Charged Assets from the security constituted hereby.

25 COUNTERPARTS

This Deed may be executed in any number of counterparts and all of such counterparts shall together be deemed to constitute one and the same instrument.

26 NOTICES

- 26.1 Any notice or demand by the Security Agent shall be in writing signed by any official of the Security Agent and may be served by delivering the same to the Chargors or by first class letter post or by fax addressed to the Chargors at the address and/or fax number last known to the Security Agent or to the registered office of the Chargors.
- 26.2 A notice or demand by the Security Agent by post shall be deemed served 24 hours after posting.
- 26.3 A notice or demand by the Security Agent by fax shall be deemed served at the time of sending.
- 26.4 A notice or demand by the Security Agent delivered by hand to the Chargors shall be deemed served at the time of delivery.

27 GOVERNING LAW AND JURISDICTION

- 27.1 This Deed (and any dispute, controversy or proceedings or claim of whatever nature arising out of or in any way related to this Deed) shall be governed by and construed in accordance with English law.

- 27.2 For the benefit of the Security Agent (as agent and trustee for itself and the Beneficiaries), the Chargors hereby irrevocably agree that the High Courts of Justice in London, and all appellate courts therefrom have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that any suit, action or proceedings (together **Proceedings**) in connection with this Deed may be brought in the High Courts of Justice in London and all appellate courts therefrom and accordingly submits to the jurisdiction of the High Courts of Justice in London and all appellate courts therefrom.
- 27.3 The Chargors hereby irrevocably and unconditionally agree that nothing in any of the Finance Documents shall affect the right to serve process in any manner permitted by law.
- 27.4 Nothing in this clause 27 shall limit the right of the Security Agent (as agent and trustee for itself and the Beneficiaries) to take Proceedings against any other party in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not as it, in its discretion, may determine.
- 27.5 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
- 27.5.1 irrevocably appoints Universal Mobile Enterprises Limited as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and
 - 27.5.2 agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned.

28 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 any term of this deed but this does not affect any right or remedy of a third party which exists or is available apart from that act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this deed or any part of this deed which is permitted in accordance with its terms).

IN WITNESS whereof this Deed has been duly executed and delivered on the date written on page 1 of this Deed.

SCHEDULE 1 - THE CHARGORS

Company	Registration number/details	Jurisdiction
Moonlight Mobile Limited	07730013	England and Wales
Red27Mobile Limited	10831204	England and Wales
Universal Mobile Enterprises Limited	06884062	England and Wales

and each company which enters into a Deed of Accession.

SCHEDULE 2 – DEED OF ACCESSION

THIS DEED is made on.

BETWEEN

- (1) [*****] (registered number [*****], whose registered office is at [*****] (the **Subsidiary**).
- (2) [*****] (the **Parent**) for itself and as attorney for and on behalf of each of the other **Chargors** (as defined in the Security Assignment (as defined below)); and
- (3) [*****] in its capacity as agent and trustee for the **Beneficiaries** (each as defined in the Security Assignment).

BACKGROUND

- (A) The **Parent**, each of the other **Chargors** and the **Security Agent** (as agent and trustee for itself and the **Beneficiaries**) have entered into a security assignment of receivables dated [*****] (as supplemented and amended by Deeds of Accession or otherwise from time to time) (the **Security Assignment**).
- (B) The **Subsidiary** has at the request of the **Parent** and in consideration of the **Beneficiaries** making or continuing to make facilities available to the **Parent** and each of the other **Chargors** and after giving due consideration to the terms and conditions of the **Finance Documents** and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a **Chargor**, under the **Security Assignment**.

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

- 1.1 Terms defined in the **Security Assignment** and the **Facility Agreement** (as defined in the **Security Assignment**) shall have the same meaning in this Deed.
- 1.2 References to a **Chargor** in the **Security Assignment** shall include references to the **Subsidiary** for the purposes of such definition.

2 ACCESSION

The Subsidiary hereby agrees to become a party to and to be bound by the terms of the Security Assignment as a Chargor, with immediate effect and so that the Security Assignment shall be read and construed for all purposes as if the Subsidiary had been an original party thereto in the capacity of Chargor, (but so that the security created and the guarantee given consequent on such accession shall be created on the date hereof).

3 COVENANTS

The Subsidiary hereby undertakes from the date of this Deed to be bound by all the covenants and agreements in the Security Assignment which are expressed to be binding on a Chargor as if the Subsidiary were a Chargor listed in Schedule 1 to the Security Assignment.

4 CONSTRUCTION

The Security Assignment and this Deed shall be read as one to the extent and so that references in the Security Assignment to **this Deed, herein** and similar phrases shall be deemed to include this Deed.

5 THE PARENT

The Parent for itself and as attorney for and on behalf of all other Chargors under the Security Assignment, hereby agrees to the inclusion of the Subsidiary as a Chargor, under the Security Assignment and to all other matters provided for herein.

6 SECURITY

Without limiting the generality of the other provisions of this Deed and the Security Assignment, pursuant to the terms hereof and of the Security Assignment:-

6.1 the Subsidiary as continuing security for the discharge of the Secured Liabilities with full title guarantee hereby and by the Security Assignment in favour of the Security Agent (as agent and trustee for itself and the Beneficiaries) hereby assigns and charges to the Security Agent on its own behalf and on behalf of the Beneficiaries absolutely:-

6.1.1 by way of first fixed charge:

- (a) the Accounts Receivable owing to the Subsidiary ; and
- (b) all sums standing to the credit of each Accounts Receivable Collection Account;

6.1.2 in each case on the terms set out in the Security Assignment (as if the same were set out in this Deed and repeated verbatim, mutatis mutandis).

7 GOVERNING LAW

7.1 This Deed (and any dispute, controversy or proceedings or claim of whatever nature arising out of or in any way related to this Deed) shall be governed by and construed in accordance with English law.

7.2 For the benefit of the Security Agent (as agent and trustee for itself and the Beneficiaries), the Subsidiary hereby irrevocably agrees that the High Courts of Justice in London, and all appellate courts therefrom have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that any suit, action or proceedings (together **Proceedings**) in connection with this Deed may be brought in the High Courts of Justice in London and all appellate courts therefrom and accordingly submits to the jurisdiction of the High Courts of Justice in London and all appellate courts therefrom.

7.3 The Subsidiary hereby irrevocably and unconditionally agrees that nothing in any of the Finance Documents shall affect the right to serve process in any manner permitted by law.

7.4 Nothing in this clause 7 shall limit the right of the Security Agent (as agent and trustee for itself and the Beneficiaries) to take Proceedings against any other party in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not as it, in its discretion, may determine.

8 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 any term of this deed but this does not affect any right or remedy of a third party which exists or is available apart from that act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this deed or any part of this deed which is permitted in accordance with its terms).

SIGNED and DELIVERED as a DEED)
By MOONLIGHT MOBILE LIMITED)
acting by a director (or equivalent) or authorised)
signatory in the presence of a witness:)

Witness signature: [REDACTED]

Witness name: C.A. Noordermeer

Witness occupation: Jr. legal Counsel

Witness address: [REDACTED]

Address for notices: 6 Langdale Court
Witney, Oxfordshire
United Kingdom

For the attention of: Legal Department at legal@cliqdigital.com

Fax: N/A

SIGNED and DELIVERED as a DEED)
By RED27MOBILE LIMITED)
acting by a director (or equivalent) or authorised)
signatory in the presence of a witness:)

Witness signature: [REDACTED]

Witness name: C.A. Noordermeer

Witness occupation: Jr. legal Counsel

Witness address: [REDACTED]

Address for notices: 6 Langdale Court
Witney, Oxfordshire
United Kingdom

For the attention of: Legal Department at legal@cliqdigital.com

Fax: N/A

SIGNED and DELIVERED as a DEED

By **UNIVERSAL MOBILE**

ENTERPRISES LIMITED

acting by a director (or equivalent) or authorised
signatory in the presence of a witness:

Witness signature

Witness name: C.A. Noordermeer

Witness occupation: Jr. legal Counsel

Witness address:

Address for notices:

6 Langdale Court

Witney, Oxfordshire

United Kingdom

For the attention of: Legal Department at legal@cliqdigital.com

Fax:

N/A

- B. Ros

- L.L. Voncken

SIGNED by COMMERZANK AG

)

as Security Agent,

acting by two authorised signatories or one

) Markus Frank

Thomas Gärber

authorised signatory in the presence of a witness:) (Prokurist)

(Prokurist)

Witness signature:

Witness name:

Rita Ried

Witness occupation:

(Handlungsbevollmächtigte)

Witness address: