



Registration of a Charge

Company Name: **CURVE ANALYTICS LTD**

Company Number: **11448815**



XB82PUY3

Received for filing in Electronic Format on the: **12/07/2022**

Details of Charge

Date of creation: **06/07/2022**

Charge code: **1144 8815 0001**

Persons entitled: **CREDIT SUISSE AG**

Brief description: **PUBLIC MARKET SECURITIES HELD IN A BROKERAGE ACCOUNT**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JAMES HANSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11448815

Charge code: 1144 8815 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th July 2022 and created by CURVE ANALYTICS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2022 .

Given at Companies House, Cardiff on 14th 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**

General Deed of Pledge (the "Deed of Pledge")

Pledgor

Name(s), first name(s)/Company

CURVE ANALYTICS LTD

Client

Name(s), first name(s)/Company

CURVE ANALYTICS LTD

1. The Pledgor hereby pledges (the "Pledge") to Credit Suisse AG (the "Bank") all of his/her/its present and future, actual and contingent assets and rights held with, and claims vis-à-vis the Bank (the "Pledged Assets").

In particular, this Pledge applies to:

- book-entry securities that are credited to a securities portfolio held at the Bank by the Pledgor;
- securities, unsecuritized rights and other assets held in safekeeping and/or managed by the Bank or held elsewhere in the Bank's name and for its disposal, but for the Pledgor's account, as well as any restitution claims resulting thereof, now or in the future;
- rights, claims, benefits and interests the Pledgor has in and to all accounts held at the Bank (including any and all sub-accounts currently existing or opened in the future), in Swiss francs and other currencies, including the balances standing to the credit of the Pledgor in such accounts from time to time;
- rights and claims from fiduciary investments made by the Bank for the account of the Pledgor;
- physical precious metal holdings and balances in precious metal accounts.

This Pledge also covers all forfeited, present and future, actual and contingent accessory rights such as interest, dividend payments, subscription rights, etc.

The Pledgor shall, upon the Bank's first request, and at its own expense, take all measures in relation to the Pledged Assets which are reasonably necessary to perfect, maintain and enforce this Pledge. Securities that are not in bearer form and not endorsed in blank by the Pledgor are hereby assigned to the Bank.

2. The purpose of this Pledge is to secure any and all present and future, actual and contingent claims of the Bank against the Client, irrespective of their legal nature, i.e. whether arising from (i) any agreements already concluded or to be entered into between the Bank and the Client, or (ii) other legal grounds resulting from the banking/business operations or relationship with the Client. This applies to both the principal of such claims as well as the accrued and maturing interest, commissions, charges, fees and costs. This Pledge also applies to any right of the Bank to be indemnified and held harmless, especially when claims are asserted against it by third parties (including issuers, liquidators, legal administrators, bankruptcy administrators, institutions, and

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172703

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0251-1680443-6

Signature of Pledgor checked:
Date, signature and stamp



government authorities) in connection with transactions conducted or assets held on behalf of the Client. In case several claims are secured by the Pledged Assets, the Bank will determine against which claims the collateral value will be allocated and the liquidation proceeds applied, irrespective of (i) the legal basis of such claims, (ii) whether such claims are against the Client and/or other parties and secured by one or more deeds of pledge (or other security agreement(s)) and (iii) the date of the relevant deed(s) of pledge (and/or security agreement(s)).

3. Where mortgage deeds, commercial paper or negotiable instruments, goods and chattels or securities issued on the basis of goods are subject to this Pledge, the Pledgor undertakes to put in place and maintain customary insurance of the pledged property, including the real estate, properties, items, and goods represented thereby. The Pledgor hereby assigns to the Bank all insurance and other private or public law compensation claims (including expropriation compensation) accruing to him/her/it with respect to the aforementioned pledged properties. The Bank is entitled to make any necessary communications and collect such proceeds or indemnification and to acknowledge receipt on the Pledgor's behalf. Special agreements in connection with mortgage deeds, commercial paper or negotiable instruments, goods and chattels or securities issued on the basis of goods remain reserved.

4. This Pledge is in addition to and independent of any existing or future security interest of the Bank and will remain in force until the Client's obligations toward the Bank have been irrevocably and unconditionally paid in full, unless otherwise agreed in writing between the Bank and the Pledgor. The release of individual assets from this Pledge will not affect the Pledge over other Pledged Assets; in the event that collateral is exchanged, the new assets will be subject to this Pledge without further formalities.

5. If according to the Bank's internal collateral value guidelines, the collateral value of the Pledged Assets applied by the Bank (which may be adjusted at any time at the Bank's discretion) is no longer sufficient to secure the Bank's claims, the Bank may require the Client to submit additional collateral and/or to repay a corresponding portion of the debt. If the Client does not comply with this request within the period stipulated by the Bank, which may be as short as 24 hours, the Bank may without further notice (i) liquidate some or all of the Pledged Assets to eliminate the collateral shortfall; and/or (ii) declare individual or all of the Bank's claims to be due and payable and liquidate some or all of the Pledged Assets to satisfy such claims. Clients who are qualified investors according to article 32 para.1 of the Swiss Act on Bank Entry Securities hereby waive the right to be notified prior to enforcement.

The Bank may at its sole discretion (on its own or via an appointed affiliate) liquidate the Pledged Assets by way of a private realization (including a sale to the Bank or to any of its affiliates or by set-off), or by way of instigating the formal

process of forced execution against the Pledged Assets. The Bank may also instigate ordinary debt collection proceedings against the Client. Where the Client is identical to the Pledgor, the Pledgor herewith waives its right of objection pursuant to article 41 Swiss Act on Debt Collection and Bankruptcy.

The timing, the order and the method of the liquidation of Pledged Assets is in the sole discretion of the Bank and the Bank shall not be held liable for any losses resulting from any action or omission in relation to the liquidation of the Pledged Assets. No waiver shall be inferred from or implied by any failure of the Bank to exercise or delay the exercise of its rights to realize the Pledged Assets or any other rights under this Deed of Pledge.

6. If this Pledge is granted to secure claims the Bank has against a Client who is not identical with the Pledgor (i.e. third-party pledge), the Pledgor hereby authorizes the Bank to send all communications in connection with this Pledge to the Client (i.e. such communications will be deemed to have been duly transmitted also to the Pledgor if sent only to the Client).

7. In the case of pledged mortgage deeds and any other claims secured by real property, the Pledgor undertakes to take all necessary measures, such as applications, notices of termination, amortizations, etc., to maintain the rights attached to the Pledged Assets. The Bank shall not be liable in this regard. Moreover, the Bank will be entitled to exercise any related rights and to make decisions which are the prerogative of the Pledgor or the owner of the Pledged Assets. In particular, in the event of termination of a claim secured by this Pledge, the Bank is entitled to directly terminate the claims against a mortgagor arising from the pledged mortgage deeds and to exercise all rights against such mortgagor in its own name. For pledged mortgage deeds, particularly mortgage notes in the name of the owner, it is hereby agreed that the Bank is entitled to terminate these with a notice period of three months effective from the end of a month. If the Client defaults on the payment of interest or amortization, the Bank is entitled to terminate the pledged mortgage deed with immediate effect. The Bank is thus authorized to directly collect the principal, interest, and other income generated by the mortgages and also to enforce the claims for rent in accordance with Article 806 of the Swiss Civil Code as if it were the actual owner of the title or mortgage claim. In the case of the sale or fragmentation of the pledged properties, the rights accruing to the mortgage holder creditor pursuant to Articles 832, 833, and 852 of the Swiss Civil Code will be solely vested in the Bank for the duration of this Pledge. The Pledgor undertakes to forward to the Bank all associated notices that come to his/her/its attention without delay and to accept the Bank's decisions taken in relation to the Pledged Assets. Non-compliance with the above obligations shall entitle the Bank to declare the pledged mortgage deed claims due and payable.

To be completed by the Bank

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In the case of pledged mortgage deeds (particularly mortgage notes in the name of the owner), this Pledge will cover the current annual interest as well as the annual interest accrued since the date of issue. Interest will be charged at 5% p.a., if, however, a higher rate or a higher maximum interest rate is indicated on the mortgage deed, this will be deemed agreed. The Bank may draw on the principal of pledged mortgage deeds separately, and in part or in whole, as collateral for its claims. In contrast, the interest on the mortgage note claims may be used by the Bank to secure all interest on the secured claims.

8. The Pledged Assets also secure the Bank's claims against the Client resulting from outstanding credit card payments. The Pledgor hereby confirms that the Bank is authorized to cover the Client's outstanding credit card payments (including charges and costs), without providing the Client or the Pledgor with notification or a deadline, by liquidating the Pledged Assets hereunder (on its own or via an appointed affiliate) by way of a private realization (including a sale to the Bank or its affiliates or by set-off), by way of instigating the formal process of forced execution against the Pledged Assets or ordinary debt collection proceedings against the Client and applying the resulting proceeds against the outstanding payments, as soon as the Client is in arrears with these payments. If the credit card relationship is terminated, the Pledged Assets remain subject to the Pledge until all outstanding credit card amounts (including charges and costs) incurred before termination of the credit card relationship or during collection proceedings (and all other secured claims) have been unconditionally and irrevocably paid in full, but in any case for at least three months after the termination of the credit card relationship.

9. The Bank's General Conditions and Safe Custody Regulations supplied to the Pledgor shall apply.

10. By signing this Deed of Pledge, the Pledgor expressly acknowledges that the Bank and its affiliates are part of a worldwide group of companies that provides a full range of banking, asset management and securities services, including securities trading and brokerage activities, both for their own account and for the accounts of clients, and that actual or perceived potential conflicts of interests may arise out of this and herewith waives any and all rights and claims he/she/it may now or at any time in the future have against the Bank and/or its affiliates in connection therewith. In particular, the Pledgor acknowledges and accepts that the Bank and its affiliates may act in multiple roles in the banking/business operations or relationship with the Client and/or the Pledgor and in any agreement or transaction related thereto and/or under this Deed of Pledge.

11. The place of performance is the location specified as the Bank's address on page 1 of this Deed of Pledge.

If the Pledgor's current or future place of residence or domicile is outside Switzerland, the place of performance is also the place of enforcement (special domicile pursuant to Article 50, para. 2 of the Federal Law on Debt Enforcement and Bankruptcy).

This Deed of Pledge (including the Pledge established by it as a *right in rem*) shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the conflict of laws provisions of Swiss private international law.

The exclusive place of jurisdiction for all legal proceedings is **Zurich** or the place of business of the Swiss branch of the Bank with which the contractual relationship exists or the respondent's registered office or place of domicile. Mandatory places of jurisdiction prescribed by law remain reserved.

06.07.2022 LONDON
Place, date

Pledgor

X
Signature

JAMES HANSON
Name, first name of signatory

06.07.2022 LONDON
Place, date

X
Signature

ALICIA DEAN
Name, first name of signatory

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172703 Client no. (CIF) of Pledgor 0251-1680443-6

Place, date

X

Signature

Name, first name of signatory

Place, date

X

Signature

Name, first name of signatory

Place, date

X

Signature

Name, first name of signatory

To be completed by the Bank

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