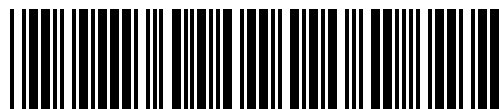




**Registration of a Charge**

Company Name: **POSITRON TECHNOLOGIES LTD**

Company Number: **10934812**



Received for filing in Electronic Format on the: **24/01/2024**

XCVDHEZ7

**Details of Charge**

Date of creation: **11/01/2024**

Charge code: **1093 4812 0001**

Persons entitled: **WINYIELD LIMITED PARTNERSHIP**

Brief description: **TAXSCOUTS AS UK AND EUROPEAN REGISTERED TRADEMARK. WEBSITE DOMAINS INCLUDING TAXSCOUTS.CO.UK AND ALL WEBSITE CODE WITH CORRESPONDING APP AND APP CODE. FOR FURTHER DETAILS, PLEASE REFER TO THE ATTACHED INSTRUMENT.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: **MICHAEL BUCKWORTH**



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

Company number: 10934812

Charge code: 1093 4812 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2024 and created by POSITRON TECHNOLOGIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2024 .

Given at Companies House, Cardiff on 25th January 2024

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**

copy of the original  
by Michael R. Bunker

on 27 April 2024

*W. H. H. H.*

2nd Floor,  
1-3 Worship Street,  
London EC2A 2AB

## CHARGING AGREEMENT

### As Borrower

**THIS CHARGING AGREEMENT** (the "**Agreement**") is made on 11 January 2024

## **Parties**

- (1) **Winyield Limited Partnership**, 120B Old Police Station, Irish Town, Gibraltar GX11 1AA (corporate identity number GILP.211-68) (the "**Lender**"),
- (2) **Positron Technologies Ltd**, 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ (corporate identity number 10934812) (the "**Borrower**") (together, the "**Parties**").

## **WHEREAS**

- A. The Lender is a fund established pursuant to the Companies Act 2014 and operating as a private scheme within the meaning of section 293(4)(b) of the Financial Services Act 2019.
- B. The Borrower has requested a loan from the Lender, and the Lender has agreed to lend the Borrower the sum of EUR1,000,000.00 (one million Euro), with the potential for subsequent drawdowns up to a maximum amount of EUR1,500,000 (one million and five hundred thousand Euro) (the "**Loan**"), on the terms set out in the Loan Agreement entered into between the Lender and the Borrower on or around the date hereof (the "**Loan Agreement**").
- C. In consideration of the Lender granting the Loan to the Borrower, the Borrower agrees to charge in favour of the Lender, and the Lender agrees to take, first fixed and floating charges over the assets of the Borrower as described in Schedule 1 (the "**Charged Assets**") on the terms set out in this Agreement.

## **AGREED TERMS**

### **1. Charges**

- 1.1 The Borrower hereby charges the Charged Assets as described in Schedule 1 in favour of the Lender by way of first fixed and floating charges for the purpose of securing the payment of all sums which are due to be repaid by 9<sup>th</sup> January 2026 to the Lender by the Borrower under the Loan Agreement.
- 1.2 The Borrower undertakes not to create or allow to subsist any charge or other security interest over the Charged Assets in favour of any other person without the prior written consent of the Lender.

## **2. Perfection of Charges**

- 2.1 The Borrower shall execute any further documents and do any other things which the Lender may reasonably require in order to perfect the charged created by this agreement.
- 2.2 The Borrower shall ensure that the Charged Assets are properly maintained.
- 2.3 The Borrower agrees that it shall register the fixed and floating charges with the Companies House, within 21 days of the execution thereof, in accordance with section 859(A) of the Companies Act 2016. The Borrower will provide evidence of entry of the fixed and floating charges on the register to the Lender within 10 (ten) days of such entry.

## **3. Priority**

- 3.1 The charges created by this Agreement shall rank in priority ahead of any other security interest over the Charged Assets.

## **4. Enforcement of Charges**

- 4.1 If any of the sums due, remain due following 9<sup>th</sup> January 2026, the Lender may enforce the charges created by this Agreement in accordance with its terms and the laws of England and Wales.
- 4.2 The Lender may appoint a receiver to take possession of and sell the Charged Assets and take other necessary steps to enforce its security interest in the Charged Assets.
- 4.3 The Lender may elect to retain the Charged Assets or any proportion thereof, in order to satisfy all sums owing to it by the Borrower, together with all costs and expenses incurred in connection with the enforcement of the charges.
- 4.4 The Lender may retain from the proceeds of sale or other disposition of the Charged Assets all sums owing to it by the Borrower, together with all costs and expenses incurred in connection with the enforcement of the charges.
- 4.5 If the proceeds of sale or other disposition of the Charged Assets are insufficient to satisfy all amounts owing to the Lender, the Borrower shall remain liable to the Lender for the balance of such amounts.
- 4.6 The Lender shall not be liable for any loss or damage suffered as a result of the exercise of its rights and remedies under this Agreement, except to the extent of its gross negligence, wilful misconduct or fraud.

4.7 The Lender may exercise any of its rights and remedies under this Agreement concurrently or independently of any other rights or remedies available to it at law or in equity.

4.8 The Lender shall promptly return to the Borrower any Charged Assets, any proceeds of sale of any Charged Assets and any receivables or new assets resulting from the Lender's holding and/or use of any Charged Assets (together the "**Excess Assets**") to the Borrower once all sums owing to it by the Borrower, together with all costs and expenses incurred in connection with the enforcement of the charges have been recovered by the Lender. For so long as the Lender holds any Excess Assets, it holds them on trust for the Borrower.

## 5. Discharge

5.1 The Lender will release the charges over the Charged Assets and discharge the Agreement upon full payment of all amounts due under the Loan Agreement.

5.2 The Borrower must inform the Lender in writing when all amounts due under the Agreement are paid in full.

5.3 The Lender will execute and deliver any necessary documents for the release and discharge of the first fixed and floating charges within a reasonable time after receiving the Borrower's notice.

5.4 The Borrower is responsible for all its costs associated with the discharge of the Agreement and shall be responsible for costs of the Lender up to a maximum of EUR 10,000 (ten thousand euro).

5.5 The discharge of the Agreement does not affect any accrued rights, remedies, or obligations, nor any provisions that expressly survive the termination of the Agreement.

5.6 The Borrower remains liable for any amounts owed to the Lender before the discharge, and the Lender retains all available rights and remedies.

## 6. Governing Law and Jurisdiction

6.1 The Agreement and any disputes or claims arising from it will be governed by the laws of England and Wales.

6.2 The courts of England and Wales have exclusive jurisdiction over any disputes or claims arising from the Agreement, but the Lender may take proceedings in any other court of competent jurisdiction.

- 6.3 The Borrower consents to legal process under clause 6.2 being served according to the notice provisions in the Loan Agreement, without affecting other permitted methods of service.

## **7. Amendments, Waivers and Consents and Remedies**

- 7.1 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by both parties.
- 7.2 Any waiver by the Lender of any breach of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

## **8. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

## **9. Notices**

- 9.1 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, postage prepaid, or by email to the addresses set forth below:

(a) sent to:

- (i) the Lender at: Winyield GP  
Address: 120B Old Police Station, Irish Town, Gibraltar GX11 1AA  
Email: [settlement@winyield.co](mailto:settlement@winyield.co)  
Attention: Fabricio Mercier
- (ii) the Borrower at:  
Address: 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ  
Email: [malcolm@taxscouts.com](mailto:malcolm@taxscouts.com) with a copy to [francesca@taxscouts.com](mailto:francesca@taxscouts.com) and [mbuckworth@buckworths.com](mailto:mbuckworth@buckworths.com)  
Attention: Malcolm Cowley

## **10. Entire Agreement**

10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

10.2 This Agreement may only be amended or varied in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

Signed by **WINYIELD GP LIMITED**  
for and on behalf of **WINYIELD**  
**LIMITED PARTNERSHIP**

*Fabricio Mercier*

.....

Authorised signatory  
Fabricio Mercier

Signed by **POSITRON**  
**TECHNOLOGIES LTD**, acting  
through its Director

*Malcolm Cowley*

.....

Authorised signatory  
Malcolm Cowley

**Schedule 1**  
(the "Charged Assets")

The following assets of the Borrower are subject to the first fixed charge in favour of the Lender:

**Real property and interests in real property:**  
None

**Computers, machinery, and equipment:**  
Laptop equipment per the fixed asset register held by the Borrower

**Intellectual property, patents, trademarks, copyrights, and any associated royalties:**  
Taxscouts as UK and European registered trademark

**Website domain name taxscouts.co.uk and other domain name owned by the Borrower**

**Code of website and app**

**Financial instruments, including stocks, bonds, and other securities:**  
-N/A

The following assets of the Borrower are subject to the first floating charge in favour of the Lender:

**Accounts receivable, including all current and future receivables, contracts, and subscriptions:**

All receivables and futures receivables related to the usage of the platform Taxscouts

**Cash and cash equivalents held in banking accounts numbers [.Stripe account: Bank accounts:**

Barclays: Account number 53141756; Sort Code 20-76-90

Barclays: Account number 40050938; Sort Code 20-76-90

Wise: Account number 98072914; Sort Code 23-14-70

Stripe Account ID: acct\_1BSk8qF8QbsfidwX

Any other assets not otherwise specified as Fixed Charge Assets but included within the general operating assets of the Borrower.