



**Registration of a Charge**

Company name: **ENTRUST (EUROPE) LIMITED**

Company number: **03403634**

Received for Electronic Filing: **28/02/2020**



X8ZRGHPU

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**Details of Charge**

Date of creation: **27/02/2020**

Charge code: **0340 3634 0001**

Persons entitled: **BMO HARRIS BANK N.A. AS COLLATERAL AGENT**

Brief description: **PLEASE SEE SCHEDULE 4 OF THE INSTRUMENT FOR DETAILS OF THE INTELLECTUAL PROPERTY.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **WE HEREBY 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:

**BIRD & BIRD LLP**



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

Company number: 3403634

Charge code: 0340 3634 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2020 and created by ENTRUST (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2020 .

Given at Companies House, Cardiff on 2nd March 2020

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**

EXECUTION VERSION

Date:

27 February

2020

**(1) THE COMPANIES LISTED IN SCHEDULE 1**

**(2) BMO Harris Bank N.A.**

We hereby certify that, save for material redacted pursuant to s.859(4) of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Bird & Bird LLP

12 New Fetter Lane, London  
EC4A 1JP

28 February 2020

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**DEBENTURE**

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United Kingdom**

**Tel: +44 (0)20 7415 6000**

**Ref: SAMN/BMOHA.0001**

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THIS DEED dated 27 February 2020 is made between:

**PARTIES**

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **BMO HARRIS BANK N.A.** as collateral agent for the Secured Creditors (the "**Agent**", which expression shall include any successor or successors acting in such capacity).

**RECITALS**

- (A) The Chargors enter into this deed in connection with the Credit Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**1. Definitions and Interpretation**

**1.1 Definitions**

Terms defined in the State of Illinois governed security agreement entered into between, amongst others, the Collateral Agent and Entrust Datacard Corporation (a Delaware corporation) dated 13 April 2018 and as amended, modified, supplemented or restated from time to time (the "**US Security Agreement**") shall, unless otherwise defined in this Debenture, have the same meaning in this Debenture. In addition, the following definitions apply in this deed:

"**Act**" means the Law of Property Act 1925;

"**Assets**" means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to each Chargor or to which a Chargor is or may become entitled or in which a Chargor may have an interest in, each case at any time during the Security Period;

"**Assigned Agreement**" means the agreements referred to in Schedule 3, the rights under which are assigned pursuant to Clause 6.1.3;

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"**Book Debts**" means all present and future book and other debts and monetary claims due or owing to each Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance, any court order or judgment, any contract or agreement to which a Chargor is a party, the sale of any assets, the provision of any services and any other assets, property, rights or undertaking of a Chargor);

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in London and Chicago;

**"Causes of Action"** means all causes of action (including for breach of representation or warranty) which a Chargor has or may have in relation to the Security Assets;

**"Charged Property"** means the Property over which Security is created pursuant to Clause 4.1 (Other assets and rights of the Chargor);

**"Credit Agreement"** means the credit agreement dated 13 April 2018 as amended by a first amendment dated 6 June 2019 and a second amendment dated on or about the date hereof between, among others, Entrust Datacard Corporation as borrower (the Borrower), the financial institutions named therein as lenders and the Agent as collateral agent (as amended, varied, novated or supplemented from time to time);

**"DCI Account"** means:

- (a) the account held by Data Card International Limited at JP Morgan Chase Bank, N.A. London Branch with the following account details:

Account Number:

Account Name:

REDACTED

SWIFT:

IBAN:

- (b) any replacement account opened with the prior written consent of the Agent.

**"Deposit Account"** means any account (other than an Excluded Deposit Account (as defined in the Credit Agreement)) opened or maintained by a Chargor with any bank, financial institution or person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights;

**"Deposit Account Bank"** means in relation to any Deposit Account, the bank or financial institution or person with which the Deposit Account is maintained;

**"Enforcement Event"** means the occurrence and continuation of an Event of Default;

**"Equipment"** means all present and future equipment, plant, machinery, office equipment, computers, tools, vehicles, furniture, fittings, installations and apparatus and other chattels and tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions and all Related Rights;

**"Event of Default"** has the meaning given to such term in the Credit Agreement;

**"Excluded Investments"** has the meaning as more particularly described in Schedule 5.

**"Excluded Property"** means any "rack-rent" leasehold property for a term of less than fifteen (15) years that provides rights of occupation and use but otherwise has no intrinsic residual value;

**"Financial Collateral"** has the meaning given to that expression in the Financial Collateral Regulations;

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226);

**"Fixtures"** means, in relation to any Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on that Property and owned by a Chargor;

**"Floating Charge"** means the floating charges created by Clause 4.2 (Floating Charge);

**"French Shareholding"** means all of the equity interest in DataCard S.A.S. held by Data Card International Limited.

**"Insolvency Act"** means the Insolvency Act 1986;

**"Insurance"** means any contract of insurance required under section 8.4 of the Credit Agreement;

**"Insurance Rights"** has the meaning given to it in Clause 6.1.4;

**"Intellectual Property"** means all subsisting intellectual property presently or in the future owned by a Chargor in any part of the world including Patents and rights of a similar nature, applications for Patents and such rights, divisions, prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for Patents, registered and unregistered trademarks, registered and unregistered service marks, registered and unregistered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or trade secrets, technical information, confidential information, know-how, business names, trade names, brand names, domain names, database rights, copyrights and rights in the nature of database rights and copyright, design rights, get-up and any uniform resource identifier and any similar rights existing in any country and all legal equitable and other rights in any of them owned by a Chargor and the benefit of any and all agreements, arrangements and licences (where such agreements and licences permit the creation of security without prior consent) in connection with any of the foregoing, including all such assets listed in Schedule 4 hereto, and all Related Rights;

**"Investments"** means, other than Excluded Investments, any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within Part II of Schedule 2 to the Financial Services and Markets Act 2000, including all warrants, options and other rights to subscribe or acquire any such investments, whether held directly by, or to the order of, a Chargor or by any trustees, nominees, fiduciary or clearing system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or the operator of, or any participant in, any clearing system) including but not limited to all such assets as more particularly described in Schedule 5 hereto and all Related Rights.

**"Patents"** means patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same;



**"Permitted Security"** shall have the meaning given to the term "Permitted Liens" under the US Security Agreement;

**"Property"** means, other than Excluded Property, freehold and leasehold land both present and future including (without prejudice to the generality of any foregoing) any properties specified in Schedule 2 (Property) and all Fixtures, buildings, erections, Equipment and effects from time to time on that land and including the benefit of any covenants for title given or entered into in respect of that land by a Chargor or any predecessor in title of a Chargor and all Related Rights;

**"Receiver"** means a receiver and manager or a receiver of the whole or any part of the Security Assets, in each case, appointed under this Debenture;

**"Related Rights"** means, in relation to any Asset:

- (a) the proceeds of sale of any part of that Asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Asset; and
- (d) any moneys and proceeds paid or payable in respect of that Asset;

**"Secured Obligations"** has the meaning given to the term "Senior Indebtedness" in the US Security Agreement;

**"Security"** means any lien, mortgage, charge (whether fixed or floating, legal or equitable), security interest, pledge, hypothecation, assignment by way of security or other agreement or arrangement having a similar effect;

**"Security Assets"** means all Assets the subject of any Security created by, or pursuant to, this Debenture;

**"Security Period"** means the period beginning on the date of this Debenture and ending on the date on which the Discharge of Senior Indebtedness (as defined in the US Security Agreement) has occurred;

**"Value Added Tax"** or **"VAT"** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature whether in the UK or elsewhere.

## **1.2 Construction**

In this Debenture (unless otherwise provided):

- 1.2.1 a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Debenture;
- 1.2.2 a reference to one gender includes a reference to the other genders;

## EXECUTION VERSION

- 1.2.3 words in the singular include the plural and in the plural include the singular;
- 1.2.4 a reference to a Clause or Schedule is to a Clause of, or Schedule to, this Debenture and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.2.5 a reference to "**this Debenture**" (or any specified provision of it), the "**Credit Agreement**", the "**US Security Agreement**" or any other document shall be construed as a reference to this Debenture, the Credit Agreement, the US Security Agreement or that provision or that document as in force for the time being and as amended, restated or novated from time to time;
- 1.2.6 a reference to a "**person**" shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person;
- 1.2.7 a reference to an "**amendment**" includes a supplement, variation, restatement, novation or re-enactment (and "**amended**" shall be construed accordingly);
- 1.2.8 a reference to "**assets**" includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9 a reference to a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- 1.2.10 clause, schedule and paragraph headings shall not affect the interpretation of this Debenture;
- 1.2.11 an Event of Default is "**continuing**" if it has not been remedied to the satisfaction of the Agent or waived by the Secured Creditors as required by the Credit Agreement; and
- 1.2.12 notwithstanding anything herein to the contrary, the security interest granted to the Agent pursuant to this Debenture and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the intercreditor and collateral agency agreement dated 13 April 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor and Collateral Agency Agreement**"), between the Agent as administrative agent and collateral agent and Susanne Klatten and Stefan Quandt as the pari passu lenders, and acknowledged and agreed to by the Debtors. In the event of any conflict between the terms of the Intercreditor and Collateral Agency Agreement and this Debenture, the terms of the Intercreditor and Collateral Agency Agreement shall govern and control.

## 1.3 Interpretation

- 1.3.1 Any covenant of a Chargor under this Debenture (other than a payment obligation) remains in force throughout the Security Period.

- 1.3.2 Unless the context otherwise requires, a reference to a Security Asset includes the Related Rights.
- 1.3.3 The terms of the other Loan Documents and of any side letters between any of the parties thereto in relation to any Loan Document are incorporated in this Debenture to the extent required to ensure that any disposition of the Property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.3.4 The provisions of sections 13.1 (Notices) and 13.4 (Costs and Expenses: Indemnification) of the Credit Agreement shall be incorporated herein as if set out in full and as if references to "this Agreement" or "Loan Document" were a reference to this Debenture and with all other necessary amendments.

#### **1.4 Execution**

This Debenture shall take effect as a deed notwithstanding that the Agent executes this Debenture only under hand.

#### **1.5 Rights of third parties**

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

#### **2. Covenant to pay**

Each Chargor covenants with the Agent as trustee for the Secured Creditors that it shall on demand pay and/or discharge the Secured Obligations in the manner provided for in the Loan Documents.

#### **3. Security**

##### **3.1 Nature of security**

All the security created under Clause 4 (Charging Provisions) and Clause 6 (Assignment) and otherwise under this Debenture:

- 3.1.1 is created in favour of the Agent in its capacity as trustee on behalf of the Secured Creditors;
- 3.1.2 is created over present and future assets of each Chargor;
- 3.1.3 is a continuing security for the payment of all the Secured Obligations; and
- 3.1.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

##### **3.2 Landlord Consent**

- 3.2.1 If the rights of a Chargor under any leasehold interest (the "**Document**") cannot be secured by the date of this Debenture without the consent of the relevant landlord:

- (a) the Chargor must notify the Agent promptly;
- (b) this Debenture will constitute Security over all proceeds and other amounts which the Chargor may receive, or has received, under the relevant Document but will exclude the Chargor's other rights under that Document; and
- (c) unless the Security Agent otherwise requires, the Chargor must use all its reasonable endeavours to obtain the required consent.

**3.2.2** If a Chargor obtains the required consent:

- (a) the Chargor must notify the Agent promptly;
- (b) all of the Chargor's rights under that Document will immediately be secured in accordance with Clause 4.1 (Other assets and rights of the Chargors); and
- (c) Clause 9 (Further Assurances) will apply to that Document.

**4. Charging Provisions**

**4.1 Other assets and rights of the Chargors**

Each Chargor charges by way of first fixed charge:

- 4.1.1 all its Property as at the date of this Debenture and as acquired after the date of this Debenture;
- 4.1.2 the Equipment;
- 4.1.3 the Investments;
- 4.1.4 the Intellectual Property;
- 4.1.5 the Book Debts;
- 4.1.6 any Deposit Account to the extent not effectively assigned under Clause 6.1 (Assignment);
- 4.1.7 to the extent that they have not been effectively assigned under Clause 6.1.4 (Assignment) below, all of its Insurance Rights;
- 4.1.8 its goodwill and uncalled capital;
- 4.1.9 all its rights to recover any VAT on any supplies made to it relating to the Security Assets and any sums so recovered; and
- 4.1.10 all its rights and benefits under, of or in connection with, all licences, consents and authorisations (statutory or otherwise) held by the Chargor in connection with the Security Assets and the right to recover and receive all compensation or other amounts payable to the Chargor in respect of such authorisations.

## **4.2 Floating Charge**

- 4.2.1 Each Chargor charges by way of first floating charge all its present and future assets and undertaking.
- 4.2.2 Each floating charge created by sub-clause 4.2.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Chargor under the Loan Documents in favour of the Agent as trustee for the Secured Creditors as security for the Secured Obligations.

## **4.3 Qualifying Floating Charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the Floating Charge.

## **5. Crystallisation of Floating Charge**

### **5.1 Conversion by notice**

The Agent may by notice to the Chargors convert the Floating Charge into a fixed charge as regards any of the Security Assets specified in that notice if (i) an Enforcement Event has occurred and is continuing, or (ii) the Agent considers those Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

### **5.2 Automatic conversion**

Notwithstanding Clause 5.1 (Conversion by notice) and without prejudice to any law which may have a similar effect, the Floating Charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the Floating Charge if:

- 5.2.1 a Chargor creates or attempts to create any Security (other than any Permitted Security) over any of the Security Assets;
- 5.2.2 any person who is entitled to do so levies or attempts to levy any distress, execution or other process against any of the Security Assets;
- 5.2.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor or an administrator is appointed to a Chargor;
- 5.2.4 any person (who is entitled to do so) gives notice of its intention to appoint an administrator to a Chargor or files such a notice with the court; or
- 5.2.5 the Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to otherwise be in jeopardy.

### **5.3 Restriction on conversion**

The Floating Charge may not be converted into a fixed charge solely by reason of:

- 5.3.1 the obtaining of a moratorium; or

- 5.3.2 anything done with a view to obtaining a moratorium under section 1A of the Insolvency Act.

## **6. Assignment**

### **6.1 Assignment**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all its present and future right, title and interest in and to:

- 6.1.1 all rights in relation to any Deposit Account; and
- 6.1.2 all Causes of Action;
- 6.1.3 all Assigned Agreements;
- 6.1.4 any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**"); and
- 6.1.5 the Book Debts to the extent not effectively assigned under Clause 4.1 (Other assets and rights of the Chargor).

### **6.2 Trust**

Without prejudice to the other provisions of this Debenture, if for any reason the assignment of any of the assets or rights referred to in this Clause 6 (Assignment) is found to be ineffective or if any sums payable in respect of such assets or rights are received by a Chargor, that Chargor shall hold the benefit of such assets or rights and any such sums received by it in trust for the Agent and shall (on the occurrence of an Enforcement Event and for long as it is continuing) account to the Agent for or otherwise apply all such sums as the Agent may direct and shall otherwise at its own cost take such action and execute such documents as the Agent may require.

## **7. Perfection of Security**

### **7.1 Notice re Deposit Account**

- 7.1.1 Each Chargor shall, if so requested by the Agent give a notice of charge of its rights pursuant to Clause 4.1 (Other assets and rights of the Chargor) to any Deposit Account Bank and each Chargor shall use its reasonable endeavours to procure that any Deposit Account Bank signs and sends to the Agent (sending at the same time a copy to the Chargors) an acknowledgement of receipt of such notice of charge in the form set out in Schedule 6 hereto.
- 7.1.2 The execution of this Debenture by the Chargors and the Agent shall constitute notice to the Agent of the charge created over any Deposit Account opened or maintained with the Agent.

### **7.2 Investments**

- 7.2.1 Each Chargor shall as soon as reasonably practicable deposit or procure to be deposited with the Agent, and the Agent shall for the duration of this Debenture be entitled to hold, all certificates or other documents of title to the Investments and stock transfer forms executed in blank by or on behalf of the relevant Chargor in respect of any Investments.

- 7.2.2 Each Chargor shall at any time, promptly upon the accrual, offer or issue of any Related Rights (in the form of stocks, shares, warrants or other securities) procure the delivery to the Agent of (a) all certificates and, if applicable, other documents of title representing those Related Rights and (b) such stock transfer forms or other instruments of transfer (executed in blank by or on behalf of the relevant Chargor) in respect of those Related Rights as the Agent may request.

## **8. Further Provisions relating to Security Assets**

### **8.1 Non application to unlawful security**

The Security created pursuant to Clauses 4 (Charging Provisions) and 6 (Assignment) shall not extend to any Asset situated outside England and Wales to the extent, and for so long as, any such Security would be unlawful under the laws of the jurisdiction in which such Asset is situated.

### **8.2 Limitation of Agent responsibility**

The Agent shall not be liable:

- 8.2.1 to observe or perform any of the obligations or liabilities expressed to be assumed by a Chargor under, or pursuant to any Security Assets;
- 8.2.2 to take any steps necessary to preserve any Security Assets;
- 8.2.3 to enforce any term of any Security Asset against any person;
- 8.2.4 to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Debenture; or
- 8.2.5 to make any payment in respect of any condition or obligation in relation to the Security Assets.

### **8.3 Liability of the Chargors**

Each Chargor shall remain liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets.

### **8.4 No future onerous obligation**

No Chargor shall, except with the prior written consent of the Agent or as otherwise permitted by the Credit Agreement, enter into any onerous or restrictive obligation affecting any Security Asset.

### **8.5 Prejudicial action**

No Chargor shall do, cause or permit to be done anything that may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset, which could reasonably be expected to have a Material Adverse Effect.

### **8.6 Investments**

- 8.6.1 Each Chargor must promptly send a copy to the Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any

articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Agent may elect to provide such information as it may have on behalf of the relevant Chargor.

8.6.2 Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments, except where non-compliance does not materially and/or adversely affect the value of that Investment.

8.6.3 The Agent is not obliged to:

- (a) perform any obligation of a Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Debenture,

in respect of any of its Investments.

8.6.4 Before this Security becomes enforceable:

- (a) the voting rights, powers and other rights in respect of a Chargor's Investments will be exercised:
  - (i) by the relevant Chargor; or
  - (ii) if exercisable by the Agent, in any manner which the relevant Chargor may direct the Agent in writing; and
- (b) all dividends, distributions or other income paid or payable in relation to the French Shareholding must be paid into the DCI Account; and
- (c) other than in relation to the French Shareholding, all dividends, distributions or other income paid or payable in relation to any Chargor's Investments must be paid into a Deposit Account.

8.6.5 Each Chargor must indemnify the Agent against any loss or liability incurred by the Agent as a consequence of the Agent acting in respect of any of the Investments as permitted by this Debenture on the direction of any Chargor.

8.6.6 After this Security has become enforceable, the Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of such Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

8.6.7 Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of its Investments, and in any case of default by the Chargor in making such payment, the Agent may, if it thinks fit, make



such payment on behalf of the Chargor in which case any sums paid by the Agent shall be reimbursed by such Chargor to the Agent on demand.

## **8.7 Negative Pledge and Disposal Restrictions**

8.7.1 No Chargor shall at any time, except with the prior written consent of the Agent or as otherwise permitted under the Credit Agreement:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

## **9. Further Assurances**

### **9.1 General**

9.1.1 Each Chargor must promptly at its own expense take whatever action the Agent or Receiver may reasonably require for creating, perfecting or protecting any security intended to be created by this Debenture.

9.1.2 Following an Enforcement Event which is continuing each Chargor must promptly at its own expense take whatever action the Agent or Receiver may require for facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable by the Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

### **9.2 Specific Obligations**

The obligations assumed by each Chargor under Clause 9.1 (General) include:

- 9.2.1 the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Agent or to its nominee; or
- 9.2.2 the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Agent requires for perfecting, protecting or, following an Enforcement Event which is continuing, facilitating the realisation of its Security over the Security Assets.

## **10. Deposit Accounts**

### **10.1 Notification and Variation**

Each Chargor, during the subsistence of this Debenture:

- 10.1.1 shall promptly deliver to the Agent on the date of this Debenture (and, if any change occurs thereafter, within five (5) Business Days of the date of such change), details of any Deposit Account maintained by it with any bank or financial institution (other than with the Agent); and
- 10.1.2 shall not, without the Agent's prior written consent, permit or agree to any variation of the rights attaching to any Deposit Account (to the extent that such variation would affect the rights and remedies of any Secured Creditor) or close any Deposit Account (unless all monies standing to the credit of such closed Deposit Account are transferred in full to the credit of a replacement Deposit Account).

#### **10.2 Dealing with Deposit Accounts: Before Enforcement Event**

Each Chargor shall prior to the occurrence of an Enforcement Event which is continuing be entitled to operate each Deposit Account in the ordinary course of its business and to receive, withdraw or otherwise transfer any credit balance from time to time on any Deposit Account.

#### **10.3 Dealing with Deposit Accounts: After Enforcement Event**

After the occurrence of an Enforcement Event which is continuing, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Deposit Account except with the prior consent of the Agent.

### **11. Assigned Agreements**

#### **11.1 No Chargor shall, without the prior written consent of the Agent:**

- 11.1.1 waive any of its rights under any Assigned Agreement; or
  - 11.1.2 supplement, amend, novate or terminate any Assigned Agreement,
- except, in each case, where such action is not reasonably likely to have a Material Adverse Effect.

- 11.2 Each Chargor shall at all times comply with its obligations under the Assigned Agreements where failure to do so materially and adversely affects the value of the Assigned Agreement and shall not do or omit to do anything which might result in any material impairment of any of the rights and benefits assigned by this Debenture.

#### **11.3 Insurances**

Each Chargor must:

- 11.3.1 within two (2) Business Days of the date of this Debenture serve a notice of assignment, substantially in the form of Schedule 7 (Form of Notice of Assignment – Insurance), on each counterparty to its Insurance; and
- 11.3.2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Schedule 7 (Form of Notice of Assignment – Insurance).

## **12. Powers and Discretions of the Agent**

### **12.1 Curing of breaches and covenants**

If any Chargor fails to comply with any provision of this Debenture and such failure is not remedied to the satisfaction of the Agent within 5 Business Days then each Chargor shall allow and hereby authorise the Agent or its nominee to do all such acts and things and take such action on behalf of the Chargor as may be necessary to secure compliance with that provision without becoming liable as a mortgagee in possession.

### **12.2 Exercise of Rights**

The rights of the Agent under Clause 18.1 are without prejudice to any other rights of the Agent under this Debenture or the Loan Documents. The exercise of those rights shall not make the Agent liable to account as a mortgagee in possession.

### **12.3 Indemnity**

12.3.1 Each Chargor shall indemnify the Agent and any Receiver and their respective employees and agents against all liabilities, costs (including but not limited to legal costs calculated on a full indemnity basis), expenses, damages, losses and all other professional costs and expenses incurred by the Agent as a result of the failure by a Chargor to comply with any provision of this Debenture and in connection with the exercise by the Agent or its nominee of their respective rights under this Debenture.

12.3.2 Each Chargor shall indemnify the Agent and any Receiver and their respective employees, agents, directors and officers (the "**Indemnified Parties**") against costs, expenses or liabilities suffered or incurred by any Indemnified Parties arising out of or in connection with any successful claim made against any Indemnified Parties by any person or agency of a state in respect of an actual breach by a Chargor of an Environmental Law.

12.3.3 Any indemnity arising under this clause 12.3 will not be available to the relevant Indemnified Party to the extent that such losses, claims, damages, liabilities, costs or expenses are (i) determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Indemnified Parties or (ii) result from a claim brought by any Chargor against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations hereunder, if such Chargor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

### **12.4 Expenses so incurred**

All monies expended and all costs incurred by the Agent or its nominee in carrying out any of their respective powers and discretions referred to in Clause 12.1 (Curing of breaches and covenants) shall be secured by this Debenture and shall be payable in accordance with section 13.4 (Costs and Expenses; Indemnification) of the Credit Agreement.

**13. When Security becomes enforceable**

**13.1 Enforcement Event**

The Security constituted by this Debenture shall become enforceable immediately upon the occurrence of an Enforcement Event which is continuing.

**13.2 Discretion as to enforcement**

After the Security constituted by this Debenture has become enforceable, the Agent may, in its absolute discretion, enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Security Assets.

**13.3 Power of sale**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall be immediately exercisable upon the occurrence of an Enforcement Event which is continuing.

**14. Enforcement of Security**

**14.1 Statutory Power of Sale**

The statutory powers of sale and other powers conferred by the Act shall, as between the Agent and a purchaser from the Agent, arise on and be exercisable at any time after the execution of this Debenture, but the Agent shall not exercise such power of sale until the Security constituted by this Debenture has become enforceable.

**14.2 Extension of Statutory Powers**

The statutory powers of leasing conferred on the Agent are extended so as to authorise the Agent to lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as the Agent may think fit, without the need to comply with any provision of Section 99 or 100 of the Act.

**14.3 No liability as mortgagee in possession**

Neither the Agent nor any Receiver will be liable, by reason of entering into possession of any Security Asset, to account as mortgagee in possession or for any loss on realisation of this Security or for any default or omission for which a mortgagee in possession might otherwise be liable.

**14.4 No responsibility for loss**

Neither the Agent nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Debenture.

**14.5 Section 103**

Section 103 of the Act does not apply to this Debenture or to the Receiver or the Agent.

#### **14.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Loan Documents but at a time when amounts may or will become due, the Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account in which event, Clause 14.7 (Suspense or separate account) shall apply to such proceeds.

#### **14.7 Suspense or separate account**

In addition to its rights under Clause 14.6 (Contingencies), the Agent may, without prejudice to any other rights it may have at any time, place and keep for such time as the Agent may think prudent any monies received, recovered or realised under or by virtue of this Debenture in a separate or suspense account to the credit of the Chargors or any other party as the Agent thinks fit without any immediate obligation on the part of the Agent to apply such monies or any part of such monies in or towards the discharge of the Secured Obligations.

### **15. Receiver**

#### **15.1 Appointment of Receiver**

15.1.1 The Agent may appoint any person to be an administrator of each Chargor or any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) this Security has become enforceable; or
- (b) a Chargor so requests the Agent in writing at any time.

15.1.2 Any appointment under this Clause 15.1 may be by deed, under seal or in writing under its hand.

15.1.3 Section 109(1) of the Act does not apply to this Debenture.

15.1.4 The Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act.

#### **15.2 Removal**

The Agent may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

#### **15.3 Remuneration**

The Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

#### **15.4 Agent of the Chargors**

15.4.1 A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors alone are responsible

for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

- 15.4.2 The Agent will incur no liability (either to a Chargor or to any other person) by reasons of the appointment of a Receiver or for any other reason.

## **16. Powers of Receiver**

### **16.1 Powers**

A Receiver appointed in accordance with Clause 15 (Receiver) shall, until his removal, have the powers and discretions set out below and a Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Debenture either in his own name or in the name of each Chargor including, without limitation:

- 16.1.1 taking immediate possession of, get in and collect any Security Assets, and for that purpose take such proceedings as may seem to him expedient;
- 16.1.2 carrying on the business of each Chargor as it relates to the Security Assets as he thinks fit;
- 16.1.3 appointing and discharging managers, officers, agents, accountants, servants and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as he may think proper and discharging any such persons appointed by any Chargor;
- 16.1.4 raising and borrowing money either unsecured or on the security of any Security Assets either in priority to the Security constituted by this Debenture or otherwise and generally on any terms and for whatever purpose which he thinks fit. No person lending that money is concerned to enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed;
- 16.1.5 selling, exchanging, converting into money and realising any Security Assets by public auction or private contract and generally in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist 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 over such period as he thinks fit;
- 16.1.6 doing all acts and executing in the name and on behalf of any Chargor any deed, receipt or other document in relation to any Security Assets;
- 16.1.7 making any payment which is necessary or incidental to the performance of his functions;
- 16.1.8 doing all other acts and things which he may consider desirable or necessary for realising any Security Assets or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Debenture; and
- 16.1.9 exercising, in relation to the Security Assets, all other powers, authorities and rights which he could exercise if he were their absolute unencumbered beneficial owner of the same.

**16.2 Powers to be additional**

The powers conferred by this Debenture in relation to the Security Assets on the Receiver shall be in addition to, and not in substitution for, the powers conferred on receivers under the Act and the Insolvency Act.

**16.3 Conflict**

If and to the extent that there is any ambiguity or conflict between:

16.3.1 the powers conferred on the Receiver by the Act and those powers listed in schedule 1 of the Insolvency Act; and

16.3.2 the powers conferred by this Clause 16,  
the powers conferred by this Clause 16 shall prevail.

**16.4 Liquidation of the Chargors**

The powers conferred by this Clause 16 on Receivers shall continue to apply notwithstanding the winding-up or dissolution of any Chargor.

**17. Liability of Receiver**

**17.1 Receipts**

The Receiver shall not, by reason of any entry by it into, or the taking by it of, possession of the Security Assets or for any other reason (and whether as mortgagee in possession or on any other basis):

17.1.1 be liable to account to any Chargor for anything except the Receiver's actual receipts arising from the exercise of his powers under this Debenture; or

17.1.2 be liable to any Chargor for any loss or damage arising from:

(a) any act, default or omission of the Receiver in relation to the Security Assets; or

(b) any exercise or non-exercise by the Receiver of any power, authority or discretion conferred on him in relation to the Security Assets under this Debenture, the Act or the Insolvency Act; or

17.1.3 be liable to any Chargor on the grounds that a better price could or might have been obtained on any realisation, sale or other disposal of the Security Assets.

**17.2 Protection of the Receiver**

The Receiver shall be entitled to all the rights, powers, privileges and immunities which the Act confers on mortgagees and receivers duly appointed under the Act.

## **18. Powers and Protection of the Agent**

### **18.1 Rights and powers etc**

All the rights, powers, authorities and discretions which are expressly or impliedly conferred by this Debenture on a Receiver may, after this Security has become enforceable, be exercised by the Agent in respect of the Security Assets whether or not a Receiver has been or is later appointed.

### **18.2 Protections**

All the protections and immunities which this Debenture provides for a Receiver shall be available to the Agent when the Agent is exercising the rights, powers, authorities and discretions conferred on the Agent by this Debenture.

### **18.3 Environmental**

Neither the Agent nor any Receiver shall have any liability or responsibility for any costs, claims, charges or expenses of whatsoever nature in respect of remedying any contamination of the Charged Property whatsoever in the event that any request or notice of remediation is served on any Chargor or the Agent or any Receiver by any governmental authority or by any other third party.

### **18.4 Notice of Subsequent Security**

If the Agent receives, or is deemed to be affected by, notice whether actual or constructive of any subsequent Security or other interest other than as permitted by the Credit Agreement affecting the Security Assets, it may open a new account for each Chargor in its books. If the Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time it received or was deemed to be affected by such notice. Unless the Agent gives express written notice to the contrary to the Chargors, all payments made by any Chargor to the Agent will, as from that time, be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations.

## **19. Application of Proceeds**

### **19.1 Order of application**

Any moneys received by the Agent or any Receiver after this Security has become enforceable shall be applied in the order as set forth in the Intercreditor and Collateral Agency Agreement.

### **19.2 Chargor's appropriation**

Clause 19.1 (Order of application) shall override any appropriation made by a Chargor.

### **19.3 Prior security**

This Clause is subject to the payment of any claims having priority over this Security.

### **19.4 Recovery of shortfall**

This Clause does not prejudice the right of the Agent and/or any Secured Creditors to recover any shortfall from any Chargor.



**19.5 Statutory**

The protection given to purchasers in sections 104 and 107 of the Act shall apply equally to purchasers and other persons dealing with the Agent, a Secured Creditor or a Receiver.

**20. Power of Attorney**

**20.1 Appointment**

Each Chargor, by way of security, irrevocably and severally appoints the Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which it is obliged to take under this Debenture.

**20.2 Ratification**

Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

**21. Nature of Security**

**21.1 Continuing**

This Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

**21.2 Additional**

This Security is in addition to, and is not in any way prejudiced by, any other security now or subsequently held by the Agent.

**21.3 Tacking**

21.3.1 The Agent shall perform its obligations under the Credit Agreement (including any obligation to make available further advances).

21.3.2 This Debenture secures advances already made and further advances to be made.

**22. Reinstatement**

If any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of each Chargor under this Debenture will continue as if the discharge or arrangement had not occurred.

**23. Additional Agent Rights**

**23.1 Waiver of defences**

The obligations of each Chargor under this Debenture will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Debenture (whether or not known to the Chargors). This includes:

- 23.1.1 any time or waiver granted to, or composition with, any person;
- 23.1.2 the release of any person under the terms of any composition or arrangement;
- 23.1.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- 23.1.4 any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;
- 23.1.5 any incapacity or lack of power, authority or legal personality of or dissolution or change in members of any person;
- 23.1.6 any amendment (however fundamental) to any other document or security;
- 23.1.7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person to any other document or security; or
- 23.1.8 any insolvency or analogous procedure in any jurisdiction.

### **23.2 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Agent to proceed against or enforce any other rights or security or claim payment from any person before claiming from any Chargor under this Debenture.

### **23.3 Appropriations**

The Agent may at any time during the Security Period without affecting the liability of any Chargor under this Debenture:

- 23.3.1 refrain from applying or enforcing any other monies, security or rights held or received by the Agent in respect of those amounts;
- 23.3.2 apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise); and
- 23.3.3 hold in an interest bearing suspense account any monies received from a Chargor or on account of the liability of a Chargor under this Debenture.

### **23.4 Non-competition**

Unless the Security Period has expired or the Agent otherwise directs, no Chargor will, after a claim has been made under this Debenture or by virtue of any payment or performance by it under this Debenture:

- 23.4.1 be subrogated to any rights, security or monies held, received or receivable by the Agent; or
- 23.4.2 be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of any Chargor's liability under this Debenture.

## **23.5 Unauthorised payment or distribution**

Each Chargor shall hold in trust for and immediately pay or transfer to the Agent any payment or distribution or benefit of security received by it contrary to this Debenture.

## **24. Changes to the Parties**

The Agent may assign or otherwise dispose of all or any of its rights under this Debenture to any person that becomes a successor or replacement agent in accordance with the Intercreditor and Collateral Agency Agreement.

## **25. Miscellaneous**

### **25.1 Waivers and remedies**

Except as otherwise stated in this Debenture, the rights and remedies of the Agent under this Debenture:

- 25.1.1 are in addition to and not exclusive of any other rights under this Debenture or the general law; and
- 25.1.2 may be waived only in writing and specifically and no waiver of a breach of any term of this Debenture shall operate as a waiver of any subsequent breach of that or any other term.

### **25.2 Delay**

Delay in exercising or non-exercise by the Agent of any right under this Debenture is not a waiver of that or any other right.

### **25.3 Partial exercise**

Partial exercise of any right under this Debenture by the Agent shall not preclude any further or other exercise of that right or any other right under this Debenture.

### **25.4 Financial collateral**

- 25.4.1 To the extent that the assets mortgaged or charged under this Debenture constitute "**financial collateral**" and this Debenture and the obligations of any Chargor constitute a "**security financial collateral arrangement**" (in each case for the purpose of, and as defined in, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 2526)), the Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- 25.4.2 For the purpose of Clause 25.4.1 (Financial Collateral), the value of the financial collateral appropriated shall be such amount as the Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

**25.5 Amendments**

No amendment of this Debenture shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

**25.6 Counterparts**

This deed 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 deed.

**26. Prevailing Agreement**

In the event of a conflict between any provision of this Agreement and the Credit Agreement, the Credit Agreement shall prevail.

**27. Release**

At the end of the Security Period the Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the Security created by or expressed to be created by this Debenture.

**28. Governing Law, Jurisdiction and Agent for Service**

**28.1 Law**

This Debenture and all non-contractual obligations arising out of or in connection with it are governed by English law.

**28.2 Jurisdiction**

28.2.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**").

28.2.2 The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Debenture will argue to the contrary.

28.2.3 This Clause 28.2 is for the benefit of the Agent only. As a result, the Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Agent may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS WHEREOF** this Debenture has been signed on behalf of the Agent and executed as a deed by each Chargor and is intended to be and is hereby delivered by it as a deed on the date specified above.

EXECUTION VERSION

**Schedule 1****Chargors**

<b>Name</b>	<b>Registered in England and Wales with company number</b>
Data Card International Limited	00987011
Entrust (Europe) Limited	03403634
Data Card Limited	03056930
nCipher Security Limited	11673268

EXECUTION VERSION

**Schedule 2**

**Property**

*None at the date of this Debenture*

**Schedule 3**

**Assigned Agreements**

*None at the date of this Debenture.*



**Schedule 4**  
**Intellectual Property**

**1. PATENTS**

<b>PATENT NO.</b>	<b>Title</b>	<b>Owner</b>	<b>Case Status</b>	<b>Country</b>
GB2413880	A METHOD AND SYSTEM OF SECURELY ENFORCING A COMPUTER POLICY	nCipher Security Limited	Granted / Registered	United Kingdom
EP1407339	Firmware Validation	nCipher Security Limited	Granted / Registered	United Kingdom
GB2404535	Secure transmission of data within a distributed computer system	nCipher Security Limited	Granted / Registered	United Kingdom
US7266705	Secure transmission of data within a distributed computer system	nCipher Security Limited	Granted / Registered	United States of America
EP1425875	DIGITAL TIME STAMPING SYSTEM	nCipher Security Limited	Granted / Registered	United Kingdom
EP1430639	Time stamping device and method	nCipher Security Limited	Granted / Registered	Belgium
EP1430639	Time stamping device and method	nCipher Security Limited	Granted / Registered	Switzerland
EP1430639	Time stamping device and method	nCipher Security Limited	Granted / Registered	Czech Republic
DE60236444.2	Time stamping device and method	nCipher Security Limited	Granted / Registered	Germany
EP1430639	Time stamping device and method	nCipher Security Limited	Granted / Registered	Spain
EP1430639	Time stamping device and method	nCipher Security Limited	Granted / Registered	United Kingdom
US7650508	Time stamping device and method	nCipher Security Limited	Granted / Registered	United States of America
GB2409387	Cryptographic security module method and apparatus	nCipher Security Limited	Granted / Registered	United Kingdom
US7502468	Method and system for generating a cryptographically random number stream	nCipher Security Limited	Granted / Registered	United States of America
BR112018015254-4	A method of data	nCipher Security	Published	Brazil

EXECUTION VERSION

PATENT NO.	Title	Owner	Case Status	Country
	transfer, a method of controlling use of data and a cryptographic device	Limited		
3013687	A method of data transfer, a method of controlling use of data and a cryptographic device	nCipher Security Limited	Application filed	Canada
201780009864.1	A method of data transfer, a method of controlling use of data and a cryptographic device	nCipher Security Limited	Published	China
17704057.3	A method of data transfer, a method of controlling use of data and a cryptographic device	nCipher Security Limited	Published	European Patent Office
1602088.5	A method of data transfer, a method of controlling use of data and a cryptographic device	nCipher Security Limited	Published	United Kingdom
2018-540867	A method of data transfer, a method of controlling use of data and a cryptographic device	nCipher Security Limited	Awaiting examination	Japan
10-2018-7025706	A method of data transfer, a method of controlling use of data and a cryptographic device	nCipher Security Limited	Application filed	Republic of Korea
16/075575	A method of data transfer, a method of controlling use of data and a cryptographic device	nCipher Security Limited	Application filed	United States of America
PCT/GB2017/050264	A method of data transfer, a method of controlling use of data and a cryptographic device	nCipher Security Limited	Published	Patent Cooperation Treaty
CA2400940	CONTROLLING ACCESS TO A RESOURCE BY A PROGRAM USING A DIGITAL SIGNATURE	nCipher Security Limited	Granted / Registered	Canada

EXECUTION VERSION

PATENT NO.	Title	Owner	Case Status	Country
EP1257892	CONTROLLING ACCESS TO A RESOURCE BY A PROGRAM USING A DIGITAL SIGNATURE	nCipher Security Limited	Validation completed	Switzerland
EP1257892	CONTROLLING ACCESS TO A RESOURCE BY A PROGRAM USING A DIGITAL SIGNATURE	nCipher Security Limited	Validation completed	Germany
EP1257892	CONTROLLING ACCESS TO A RESOURCE BY A PROGRAM USING A DIGITAL SIGNATURE	nCipher Security Limited	Validation completed	France
EP1257892	CONTROLLING ACCESS TO A RESOURCE BY A PROGRAM USING A DIGITAL SIGNATURE	nCipher Security Limited	Validation completed	United Kingdom
EP1257892	CONTROLLING ACCESS TO A RESOURCE BY A PROGRAM USING A DIGITAL SIGNATURE	nCipher Security Limited	Validation completed	Ireland
US7900239	CONTROLLING ACCESS TO A RESOURCE BY A PROGRAM USING A DIGITAL SIGNATURE	nCipher Security Limited	Validation completed	United States of America
EP1180277	Key recovery	nCipher Security Limited	Granted / Registered	United Kingdom
CA2371029	Data Storage and Retrieval	nCipher Security Limited	Granted / Registered	Canada
EP1183623	Data Storage and Retrieval	nCipher Security Limited	Granted / Registered	United Kingdom
US6665210	Data Storage and Retrieval	nCipher Security Limited	Granted / Registered	United States of America
7218734	Ring arithmetic method, system, and apparatus	nCipher Security Limited	Granted / Registered	United States of America
7233970	Computational	nCipher Security	Granted /	United States of

## EXECUTION VERSION

PATENT NO.	Title	Owner	Case Status	Country
	method, system and apparatus	Limited	Registered	America
8024392	Computational method, system and apparatus	nCipher Security Limited	Granted / Registered	United States of America
7913261	Application-specific information-processing method, system, and apparatus	nCipher Security Limited	Granted / Registered	United States of America
7882237	TCP/IP Proxy utilizing transparent acknowledgements	nCipher Security Limited	Granted / Registered	United States of America
7900042	Encrypted packet inspection	nCipher Security Limited	Granted / Registered	United States of America
7853014	Ring arithmetic method, system and apparatus	nCipher Security Limited	Granted / Registered	United States of America
6738874	Controller architecture and strategy for small discontinuous accesses to high-density memory devices	nCipher Security Limited	Granted / Registered	United States of America
6910095	Memory request handling method for small discontinuous accesses to high-density memory devices	nCipher Security Limited	Granted / Registered	United States of America
7290079	Device and method for small discontinuous accesses to high-density memory devices	nCipher Security Limited	Granted / Registered	United States of America
7324538	High-throughput state management for TCP	nCipher Security Limited	Granted / Registered	United States of America
7328336	System and method for small-area system data processing	nCipher Security Limited	Granted / Registered	United States of America

2. TRADEMARKS

Trademark	Country	Application No.	Grant/Reg. No.	Status	Owner
CODESAFE	Canada	1106624	TMA601293	Granted / Registered	nCipher Security Limited
CodeSafe	European Union	2197796	2197796	Granted / Registered	nCipher Security Limited
CODESAFE/CODE SAFE/CodeSafe/Code Safe	United Kingdom	2268607	2268607	Granted / Registered	nCipher Security Limited
CODESAFE	United States of America	76/276602	2701850	Granted / Registered	nCipher Security Limited
nCipher/NCIPHER (series of two marks)	Hong Kong	304794256		Filed	nCipher Security Limited
 nCIPHER (series of four)	Hong Kong	304794319		Filed	nCipher Security Limited
nCipher in Traditional and Simplified Chinese Characters   	Hong Kong	304812101		Filed	nCipher Security Limited
nCIPHER	European Union	001570647	001570647	Granted / Registered	nCipher Security Limited
nCIPHER	European Union	001137199	001137199	Granted / Registered	nCipher Security Limited
NCIPHER	European Union	009200346	009200346	Granted / Registered	nCipher Security Limited
NCIPHER	United States of America	85/071281	4016942	Granted / Registered	nCipher Security Limited
nCIPHER	United States of America	88249914		Filed	nCipher Security Limited
NSHIELD	Australia	1445992	1445992	Granted / Registered	nCipher Security

## EXECUTION VERSION

Trademark	Country	Application No.	Grant/Reg. No.	Status	Owner
					Limited
nShield	Brazil	912563699		Published	nCipher Security Limited
nShield	Canada	1059616	TMA583590	Granted / Registered	nCipher Security Limited
nShield	European Union	001570704	001570704	Granted / Registered	nCipher Security Limited
NSHIELD	Hong Kong	302021624	302021624	Granted / Registered	nCipher Security Limited
nShield	India	1345789	1345789	In progress	nCipher Security Limited
nShield	Indonesia	DID2017021428		Published	nCipher Security Limited
nShield	Japan	1345789	1345789	In progress	nCipher Security Limited
N-SHIELD Nシールド	Japan	2017-022087	5995123	Granted / Registered	nCipher Security Limited
nShield	Kuwait	189458		Published	nCipher Security Limited
nShield	Madrid Protocol (TM)	1345789	1345789	Granted / Registered	nCipher Security Limited
nShield	Malaysia	2017003881		Awaiting Publication	nCipher Security Limited
nShield	Mexico	1345789	1345789	Granted / Registered	nCipher Security Limited
nShield	Peru	700658	252611	Granted / Registered	nCipher Security Limited
nShield	Republic of Korea	1345789	1345789	Published	nCipher Security Limited
nShield	Russian Federation	1345789	1345789	Granted / Registered	nCipher Security Limited
nShield	Singapore	1345789	1345789	Granted / Registered	nCipher Security Limited
nShield	South Africa	201709945		Published	nCipher Security Limited
nShield	Switzerland	1345789	1345789	Granted / Registered	nCipher Security

## EXECUTION VERSION

Trademark	Country	Application No.	Grant/Reg. No.	Status	Owner
					Limited
nShield	Thailand	170116282	181121879	Granted / Registered	nCipher Security Limited
nShield	Turkey	1345789	1345789	Published	nCipher Security Limited
nShield	United Arab Emirates	273250		Filed	nCipher Security Limited
nShield	United States of America	76/128849	2648165	Granted / Registered	nCipher Security Limited
nShield	Vietnam	1345789	1345789	Granted / Registered	nCipher Security Limited
nForce	Canada	1059618	TMA570024	Granted / Registered	nCipher Security Limited
nForce	United Kingdom	2310204	2310204	Granted / Registered	nCipher Security Limited
KeySafe	European Union	001570670	001570670	Granted / Registered	nCipher Security Limited
NFAST nFast series of two marks	United Kingdom	2135515	2135515	Granted / Registered	nCipher Security Limited
NFAST	United States of America	75/414723	2264376	Granted / Registered	nCipher Security Limited

## Schedule 5

## Investments

Name of Chargor	Name of company in which shares are held (the "Subsidiary")	Jurisdiction of Subsidiary	Total number of Subsidiary shares held by Chargor	% of total number of Subsidiary shares held by Chargor which are "Investments"	% of total number of Subsidiary shares held by Chargor which are "Excluded Investments"
Data Card International Limited	DataCard Asia Pacific Limited	Hong Kong	1 (1 share of \$1 each)	100% (1 share of \$1 each)	0%
Data Card International Limited	Entrust International LLC	Delaware	100% membership interest	100%	0%
Data Card International Limited	DataCard Mexico One LLC	Minnesota	1,000 units of \$0.10 each	100%	0%
Data Card International Limited	DataCard Mexico Two LLC	Minnesota	1,000 units of \$0.10 each	100%	0%
Data Card International Limited	nCipher International LLC	Delaware	100% membership interest	100%	0%
Data Card International Limited	Datacard Australia Pty Ltd.	Victoria	1,500,100 ordinary 3,000,000 preferred (\$1 each)	65% (975,065 ordinary shares of \$1 each) (1,950,000 preferred shares of \$1 each)	35% (525,035 ordinary shares of \$1 each) (1,050,000 preferred shares of \$1 each)



Name of Chargor	Name of company in which shares are held (the "Subsidiary")	Jurisdiction of Subsidiary	Total number of Subsidiary shares held by Chargor	% of total number of Subsidiary shares held by Chargor which are "Investments"	% of total number of Subsidiary shares held by Chargor which are "Excluded Investments"
Data Card International Limited	Data Card Limited	United Kingdom	100,100 (100,100 shares of £1 each)	100% (100,100 shares of £1 each)	0%
Data Card International Limited	Nu-Type Limited	United Kingdom	50 (50 shares of £1 each)	64% (32 shares of £1 each)	36% (18 shares of £1 each)
Data Card International Limited	DataCard S.A.S.	France	20,000 (20,000 shares of €16 each)	65% (13,000 shares of €16 each)	35% (7,000 shares of €16 each)
Data Card International Limited	Entrust (Europe) Limited	United Kingdom	102 (102 shares of £0.02 each)	100% (102 shares of £0.02 each)	0%
Data Card International Limited	nCipher Security Limited	United Kingdom	1,000,000 (1,000,000 shares of £1 each)	100% (1,000,000 shares of £1 each)	0%
Data Card International Limited	nCipher Security (Hong Kong) Limited	Hong Kong	10,662,801	65% (6,930,820 shares)	35% (3,731,981 shares)
Entrust (Europe) Limited	Entrust Datacard Europe, S.L.U.	Spain	54,950	100%	0%

EXECUTION VERSION

Name of Chargor	Name of company in which shares are held (the "Subsidiary")	Jurisdiction of Subsidiary	Total number of Subsidiary shares held by Chargor	% of total number of Subsidiary shares held by Chargor which are "Investments"	% of total number of Subsidiary shares held by Chargor which are "Excluded Investments"
Entrust (Europe) Limited	Mousquetaires Holding ApS	Denmark	Shares with an aggregate nominal value of DKK 125,000 representing 100% of the share capital of the company	100%	0%

**Schedule 6**

**Form of Notice of Assignment – Deposit Accounts**

**Part A**

To: **[Deposit Account Bank]**

Date: [                      ]

Dear Sirs,

We hereby give you notice that pursuant to a debenture dated [                      ] 2020 ("**Debenture**") we have charged and assigned to BMO Harris Bank N.A. ("**Agent**") all of our right, title and interest in and to account number [•], account name [•] (including any renewal or redesignation of such account) and all monies standing to the credit of that account from time to time ("**Deposit Account**").

Upon your receipt of notice from the Agent that an Enforcement Event (as defined in the Debenture) has occurred, any existing payment instructions affecting the Deposit Account are to be terminated and all payments and communications in respect of the Deposit Account should be made to the Agent or to their order.

Please accept this notice by signing the enclosed acknowledgement and returning it

to the Agent at [                      ] marked for the attention of [                      ].

Yours faithfully

for and on behalf of

**[Chargor]**

**Part B**

[on copy only]

To: BMO Harris Bank N.A. ("Agent")

Date: [ ]

1. At the request of the Agent and [Chargor] we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Deposit Account (as described in those terms). We confirm that:
  - 1.1 there are no restrictions on (a) the payment of the credit balance on the Deposit Account [(except, in the case of a time deposit, the expiry of the relevant period)] or (b) the assignment of the Deposit Account to the Agent or any third party;
  - 1.2 we have not received notice of any previous assignments of, charges over or trusts in respect of, the Deposit Account and we will not, without the consent of the Agent (a) exercise any right of combination, consolidation or set off which we may have in respect of the Deposit Account or (b) amend or vary any rights attaching to the Deposit Account; and
  - 1.3 upon the occurrence of an Enforcement Event we will act only in accordance with the instructions given by persons authorised by the Agent and we shall send all statements and other notices given by us relating to the Deposit Account to the Agent.

For and on behalf of [Deposit Account Bank]

By: .....

**Schedule 7**

**Form of Notice of Assignment – Insurance**

**Part A**

**Notice to Insurer**

Date: [ ]

To: [Insurer]

Copy: BMO Harris Bank N.A.

Dear Sirs,

1. We hereby give you notice that pursuant to a debenture dated [ ] 2020 ("**Debenture**") we have charged and assigned to BMO Harris Bank N.A. ("**Agent**") all of our right, title and interest in and to [INSERT DETAILS OF CONTRACT OF INSURANCE] (the "**Insurance**").
2. We confirm that:
  - 2.1 we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
  - 2.2 none of the Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).
3. We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Agent in respect of the Insurance), unless and until you receive notice from the Agent to the contrary stating that the security under the Debenture has become enforceable.
4. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Agent in respect of the Insurance).
5. We irrevocably instruct and authorise you to disclose to the Agent any information relating to the Insurance requested from you by the Agent.
6. The instructions in this letter may not be revoked or amended without the prior written consent of the Agent.
7. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
8. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Agent at [ADDRESS] with a copy to us.

Yours faithfully,

EXECUTION VERSION

.....

(Authorised signatory)

[Chargor]

EXECUTION VERSION

Part B

Acknowledgement

To: BMO Harris Bank N.A.

Copy: [Chargor]

Date: [ ]

1. At the request of the Agent and [Chargor] we acknowledge receipt of the notice of assignment and charge dated [•] (the "Notice"), on the terms attached, in respect of the Insurance (as described in those terms). We confirm that we:
  - 1.1 accept the instructions contained in the Notice and agree to comply with the Notice; and
  - 1.2 will give notices and make payments under the Insurance as directed in the Notice.
2. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

EXECUTION VERSION

## SIGNATORIES

### The Chargors

**EXECUTED** and **DELIVERED** as a  
**DEED** by **DATA CARD**  
**INTERNATIONAL LIMITED** acting  
by a director in the presence of:

REDACTED  
Director  
Kurt Ishaug

REDACTED

Signature of witness

Name of witness:

Anne T. Abblett

Address of witness:

REDACTED

Occupation of witness:

Executive Assistant

**EXECUTED** and **DELIVERED** as a  
**DEED** by **ENTRUST (EUROPE)**  
**LIMITED** acting by a director in the  
presence of:

REDACTED  
Director  
Kurt Ishaug

REDACTED

Signature of witness

Name of witness:

Anne T. Abblett

Address of witness:

REDACTED

Occupation of witness:

Executive Assistant



EXECUTION VERSION

EXECUTED and DELIVERED as a  
DEED by DATA CARD LIMITED  
acting by a director in the presence of:

REDACTED  
Director  
Kurt Ishaug

REDACTED  
Signature of witness

Name of witness:

Anne T. Abblett

Address of witness:

REDACTED

Occupation of witness:

Executive Assistant

EXECUTED and DELIVERED as a  
DEED by NCIPHER SECURITY  
LIMITED acting by a director in the  
presence of:

REDACTED  
Director  
Kurt Ishaug

REDACTED  
Signature of witness

Name of witness:

Anne T. Abblett

Address of witness:

REDACTED

Occupation of witness:

Executive Assistant

EXECUTION VERSION

The Agent

EXECUTED and DELIVERED as a DEED by BMO HARRIS BANK N.A., a US national banking association acting by Mark Mital who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

REDACTED

Authorised Signatory

REDACTED

Signature of witness

Name of witness:

Nancy A. Zarazua

Address of witness:

REDACTED

Occupation of witness:

Attorney at Law

