

MR01

Particulars of a charge

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A fee is payable with this form.  
Please see 'How to pay' on the  
last page


You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

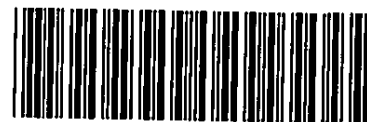
✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within  
21 days** beginning with the day after the date of creation of the charge  
delivered outside of the 21 days it will be rejected unless it is accompanied  
by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form. This  
must be scanned and placed on the public record

WEDNESDAY



A03 \*A28Y2YA2\* #58  
22/05/2013  
COMPANIES HOUSE

**1** Company details

Company number 0 3 4 2 4 7 5 2

Company name in full WORLDPAY LIMITED

5

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date d 1 d 0 m 0 m 5 y 2 y 0 y 1 y 3

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

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

Name THE ROYAL BANK OF SCOTLAND PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

None

5

**Fixed charge or fixed security**

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

☒ **Yes**

☐ **No**

6

**Floating charge**

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**

7

**Negative Pledge**

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

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Agmest LLP*

X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ABLITZ/R546 01291/28995029/Non Poss

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 3424752

Charge code: 0342 4752 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2013 and created by **WORLDPAY LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd May 2013.

A handwritten signature, likely of the Registrar, consisting of a stylized 'D' and 'H'.

Given at Companies House, Cardiff on 23rd May 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Execution copy

**DEED OF NON-POSSESSORY PLEDGE  
OVER MOVABLES**

in connection with the Facilities Agreements

\_\_\_\_\_  
● **NautaDutilh**  
\_\_\_\_\_

Certified as a true copy of the  
original instrument save for the  
material redacted pursuant to  
s 859G of the Companies Act 2006

*Asmussen LLP*

## TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION...	1
2.	AGREEMENT, CREATION AND REGISTRATION OF PLEDGE....	5
3.	REPRESENTATIONS AND WARRANTIES .....	6
4.	UNDERTAKINGS .....	6
5.	AUTHORITY TO REQUIRE POSSESSION .....	8
6.	IMMEDIATE FORECLOSURE .....	8
7.	APPLICATION OF PROCEEDS....	8
8.	CANCELLATION.....	9
9.	LIABILITY .....	9
10.	COSTS .....	9
11.	POWER OF ATTORNEY .....	9
12.	MISCELLANEOUS .....	9
13.	GOVERNING LAW AND JURISDICTION...	11

THIS DEED is dated 10 May 2013 and made between:

1. **WORLDPAY LIMITED**, a limited company incorporated and existing under the laws of England and Wales, having its registered office in London (United Kingdom) and its business office at 55 Mansell Street, London E1 8AN (United Kingdom), registered with the Registrar of Companies for England and Wales under number: 03424752, as pledgor (the "Pledgor"); and
2. **THE ROYAL BANK OF SCOTLAND PLC**, a public limited company under the laws of Scotland, having its registered office at 36 St Andrew Square, Edinburgh, EH2 2YB, United Kingdom, registered under company number SC090312, as pledgee (the "Pledgee").

#### WHEREAS

- A. Each Debtor (as defined in the Intercreditor Agreement) has or will have monetary payment obligations to the Secured Parties under or in connection with the Finance Documents.
- B. The Pledgee acts as security agent for the benefit of the Secured Parties under or in connection with the Finance Documents and, for the purpose of the creation of the rights of pledge in favour of the Pledgee in its capacity as security agent, each Debtor (as defined in the Intercreditor Agreement) will have monetary payment obligations to the Pledgee under or in connection with its Parallel Debt.
- C. The Parties have agreed that the Pledgor will create the rights of pledge in favour of the Pledgee as security for the monetary payment obligations of each Debtor (as defined in the Intercreditor Agreement) to the Pledgee under or in connection with its Parallel Debt.
- D. The Collateral is subject to a first ranking right of pledge pursuant to the deed of non-possessory pledge over movables, dated 16 December 2010, between Bibit B.V., the original pledgor, as pledgor and the Pledgee as pledgee (the "Existing Pledge"). Bibit B.V. has merged into the Pledgor, with the Pledgor remaining as the surviving entity (the "Merger") and, as a result of the Merger, the Pledgor has acquired all assets and liabilities of Bibit B.V. by universal succession of title. The Pledgor has confirmed in a security confirmation agreement dated 10 February 2011 the continuing effectiveness (following the Merger) of the right of pledge created by Bibit B.V.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**
  - 1.1. **Definitions Senior Facilities Agreement**



Unless otherwise defined in this deed, capitalised words and expressions defined in the Senior Facilities Agreement (and following the discharge of all the Secured Obligations under the Senior Facilities Agreement, the Subordinated Facility Agreement) have the same meanings when used in this deed.

## 1.2. Definitions

Capitalised terms used in this deed have the following meanings:

<b>"Clause"</b>	a clause in this deed.
<b>"Collateral"</b>	means with respect to the Pledgor all its: <ul style="list-style-type: none"> <li>(a) movable assets (<i>roerende zaken</i>) including equipment (<i>bedrijfsuitrusting</i>), inventory (<i>inventaris</i>) and stock (<i>voorraden</i>); and</li> <li>(b) rights to bearer (<i>rechten aan toonder</i>),</li> </ul> <p>owned by the Pledgor or which the Pledgor may acquire in the future and which are located in the Netherlands.</p>
<b>"Declaration Event"</b>	an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 28.21 ( <i>Acceleration</i> ) of the Senior Facilities Agreement or the Subordinated Agent exercising any of its rights under clause 24.21 ( <i>Acceleration</i> ) of the Subordinated Facility Agreement.
<b>"Existing Pledge"</b>	has the meaning ascribed thereto in recital D above.
<b>"Facilities Agreements"</b>	the Senior Facilities Agreement and the Subordinated Facility Agreement.
<b>"Finance Documents"</b>	the Senior Finance Documents and the Subordinated Finance Documents
<b>"Intercreditor Agreement"</b>	the intercreditor agreement dated the sixth day of August two thousand and ten, as amended and restated by an agreement dated the thirteenth day of October two thousand and ten, as further amended and restated by an agreement dated the tenth day of June two thousand and eleven and as further amended and restated by an agreement dated on or about the date of this deed between, among others, (i) Ship

Luxco 3 S.à.r.l. ("Luxco 3") as Parent, (ii) Luxco 3, Ship Holdco Limited ("UK Holdco"), Ship Midco Limited ("UK Midco"), Ship Submidco Limited ("UK Submidco"), the Pledgor, WorldPay (UK) Limited ("UK Bidco"), WorldPay eCommerce Limited ("UK eCommerce"), WorldPay Limited ("WorldPay Jersey"), Ship US Holdco, Inc. ("US Holdco") and WorldPay US, Inc ("US Bidco") as Existing Obligors, (iv) the Pledgee as Senior Agent, (v) KAM Loan Administration LLC ("KAM") (subsequently succeeded by *Wilmington Trust (London) Limited* ("Wilmington") and subsequently succeeded by The Bank of New York Mellon ("BoNY")) as Subordinated Agent, (vi) the Pledgee as Security Agent, and various others as (vii) the Pledgor, (viii) Arrangers, and (ix) Lenders (each as defined therein).

"NCC"	the Netherlands Civil Code.
"Party"	a party to this deed.
"Parallel Debt"	has the meaning given to that term in clause 16.2 of the Intercreditor Agreement.
"Schedule"	a schedule to this deed.
"Secured Obligations"	all obligations (whether present or future, actual or contingent, owed jointly or severally (or in any capacity whatsoever)) of any Debtor (as defined in the Intercreditor Agreement) to the Pledgee under or in connection with clause 16.2 ( <i>Parallel Debt (Covenant to Pay the Security Agent)</i> ) of the Intercreditor Agreement.
"Senior Facilities Agreement"	the senior facilities agreement dated the sixth day of August two thousand and ten, as amended and restated by an agreement dated the thirteenth day of October two thousand and ten, as further amended and restated by an agreement dated the thirtieth day of November two thousand and ten, as further amended and restated by an agreement dated the tenth day of June two thousand and eleven, as further amended and restated by an agreement dated on or about the date of this deed, entered into between, among others, (i) Luxco 3 as Parent, (ii) UK Midco, US Bidco and UK eCommerce as Existing Borrowers, (iii) Luxco 3, UK Holdco, UK Midco, UK Submidco, UK eCommerce, UK Bidco, the Pledgor, WorldPay Jersey, US Holdco and US

Bidco as Existing Guarantors (iv) Ship Luxco 2 S.à r.l as the pledgor (v) the Pledgee as Facility Agent and Security Agent, and various others as (vi) Arrangers and (vii) Original Lenders (each as defined therein).

**"Subordinated Facility Agreement"** the subordinated loan agreement dated the sixth day of August two thousand and ten and as amended and restated by an agreement dated the thirteenth day of October two thousand and ten entered into between, among others, (i) Luxco 3 as Parent, (ii) UK Midco as the Borrower, (iii) Luxco 3, UK Holdco, UK Midco, UK Submidco, UK eCommerce, UK Bidco, the Pledgor, WorldPay Jersey, US Holdco and US Bidco as Existing Guarantors (iv) KAM (subsequently succeeded by Wilmington and subsequently succeeded by BoNY) as Facility Agent, (v) the Pledgee as Security Agent, and various others as (vi) Arrangers and (vii) Original Lenders (each as defined therein).

**"Subordinated Finance Documents"** the Subordinated Finance Documents as defined in the Subordinated Facility Agreement.

**"Subordinated Finance Parties"** the Subordinated Finance Parties as defined in the Subordinated Facility Agreement.

### 1.3. Construction

- (a) A reference to any "Collateral" is a reference to that Collateral in whole or in part and includes all rights attached to such Collateral, including dependent rights and ancillary rights.
- (b) A reference to any "Finance Document" or to any agreement or document (under whatever name) is a reference to that Finance Document or such agreement or document as it may have been or be amended, supplemented, varied, novated, modified, replaced or restated from time to time, including without limitation by way of increase, reduction, alteration of the purpose or other amendment of the facilities made available under it, addition of new facilities (including the designation of any document as a Finance Document), any rescheduling of indebtedness incurred thereunder, accession or retirement of the parties to that document or any combination of the foregoing.
- (c) A reference to the Pledgee is also a reference to any successor or assignee of the Pledgee and a reference to the Pledgor is also a reference to any successor or assignee of the Pledgor.
- (d) A reference to "registration" of this deed (*aanbieding ter registratie*) and a

reference to "register" is a reference to the presentation for registration of this deed to any office of the Tax Authorities of the Netherlands providing registration services.

- (c) A reference to a "right of pledge" is, unless the context requires otherwise, a reference to a right of pledge purported to be created under this deed over each individual asset falling within the scope of the definition of Collateral.
- (f) A reference to a "default" with respect to the payment of the Secured Obligations is a reference to any non-payment of the Secured Obligations when due, without any reminder letter or notice of default being required.
- (g) English language words used in this deed intend to describe Netherlands legal concepts only and the consequences of the use of those words in English law or any other foreign law are to be disregarded.

**1.4. Conflict with Intercreditor Agreement and inconsistency with the Facilities Agreements and/or the Intercreditor Agreement**

- (a) This deed is subject to the terms of the Intercreditor Agreement.
- (b) In the event of any inconsistency or contradiction between the provisions of this deed and the provisions of the Facilities Agreements and/or the Intercreditor Agreement, the provisions of the Facilities Agreements and/or the Intercreditor Agreement shall prevail (to the extent permitted by applicable law and to the extent the validity and enforceability of the deed is not affected).

**2. AGREEMENT, CREATION AND REGISTRATION OF PLEDGE**

**2.1. Agreement to pledge Collateral**

As security for the payment when due of the Secured Obligations the Pledgor agrees with the Pledgee to grant to the Pledgee a right of pledge over its Collateral, ranking solely behind the Existing Pledge.

**2.2. Creation of pledge over Collateral**

As security for the payment when due of the Secured Obligations the Pledgor, as the case may be in advance, and where appropriate by means of a third party pledge, hereby grants to the Pledgee a right of pledge over its Collateral ranking behind the Existing Pledge. The Pledgee, as the case may be in advance, hereby accepts this right of pledge.

**2.3. Registration of pledge**

The Pledgee will as soon as possible and ultimately within two Business Days after signing of this deed register this deed.

**2.4. Acknowledgement of Existing Pledge**

Each Party hereby acknowledges that certain rights of the Pledgee pursuant to this deed may not be (immediately) exercisable due to the priority of the Existing Pledge over the rights of pledge created under this deed.

**2.5. Approval**

Pursuant to clause 4.3 of the Existing Pledge, The Royal Bank of Scotland plc, in its capacity as the pledgee under the Existing Pledge, has approved the granting of the rights of pledge created under this deed.

**3. REPRESENTATIONS AND WARRANTIES**

**3.1. Representations and warranties**

The Pledgor represents and warrants to the Pledgee that.

- (a) save for the rights of pledge created under the Existing Pledge, it has full and exclusive title to the Collateral to the extent acquired prior to the moment of this representation and it has full power to dispose of and encumber that Collateral;
- (b) save for the rights of pledge created under the Existing Pledge and save as permitted under the Senior Facilities Agreement and the Subordinated Facility Agreement, the Collateral is not subject to any limited right or other encumbrance and no offer has been made or agreement entered into to transfer or encumber, whether or not in advance, the Collateral and no attachment has been levied on the Collateral; and
- (c) the Collateral is not located at any address in the Netherlands other than the addresses listed in Schedule 1 (*List of addresses of locations where movables are held*).

**3.2. Times when representations made**

The representations and warranties in Clause 3.1. (*Representations and warranties*) are made on the date of this deed and deemed to be repeated by the Pledgor on each day the Pledgor acquires an asset falling within the scope of the definition of Collateral. Each representation and warranty deemed to be made after the execution of this deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation and warranty is deemed to be made.

**4. UNDERTAKINGS**

**4.1. Information**

Promptly following the Pledgee's reasonable request and in such form as the Pledgee may designate, the Pledgor must provide all information, evidence and documents relating to the Collateral which the Pledgee may deem necessary to exercise its rights

under this deed.

**4.2. Duty to notify**

The Pledgor shall notify the Pledgee immediately of all circumstances of which it becomes aware which could affect the interests of the Pledgee under this deed, including but not limited to.

- (a) an application being filed for the Pledgor's bankruptcy or (provisional) suspension of payments,
- (b) the Pledgor being declared bankrupt, being granted (provisional) suspension of payments, being unable to pay its debts in respect of taxes or social security premiums or planning to notify the relevant authorities thereof;
- (c) an attachment being levied on any Collateral and/or any claim or notice from any third party with respect to any Collateral; and
- (d) an event analogous to any of the above occurring under the laws of any other jurisdiction.

**4.3. Disposal and negative pledge**

Unless otherwise permitted under the Facilities Agreements, the Pledgor shall not without the prior written consent of the Pledgee:

- (a) sell, transfer or otherwise dispose of the Collateral in whole or in part and whether or not in advance;
- (b) create or permit to subsist whether or not in advance any limited right or other encumbrance on the Collateral other than as envisaged under this deed or permit to subsist any attachment over the Collateral, save for the rights of pledge created under the Existing Pledge; or
- (c) other than in the ordinary course of business and on arms length terms vary the term or extend, release, determine, rescind or grant time for payment in respect of the Collateral if that variation, extension, release, determination, rescission or granting of time for payment in respect of the Collateral would have a material adverse effect on the rights of pledge.

**4.4. Location of Collateral**

The Pledgor shall not keep its Collateral at a location other than a location notified to the Pledgee.

**4.5. Further assurances**

At the Pledgee's first reasonable request, the Pledgor shall at its own expense execute

any further encumbrances and assurances in favour of, or for the benefit of, the Pledgee and perform all acts as the Pledgee may reasonably deem necessary to create, perfect or protect the rights of pledge purported to be created or to exercise or have the full benefit of its rights under or in connection with this deed (including the right to enforce these rights).

#### **5. AUTHORITY TO REQUIRE POSSESSION**

Subject to the rights of the Pledgee under the Existing Pledge and upon the occurrence of a Declaration Event, the Pledgee may require the Collateral to be brought into its possession or the possession of a third party appointed by it for this purpose. Without prejudice to the foregoing sentence, the Pledgee shall be authorised to enter upon any premises where Collateral are located and remove the same or have the same delivered by the Pledgor to such place as the Pledgee may designate.

#### **6. IMMEDIATE FORECLOSURE**

- (a) Upon the occurrence of a Declaration Event and subject to Clause 2.4 (*Acknowledgement of Existing Pledge*) and the Existing Pledge, the Pledgee may, without any further notice of default or other notice being required, sell the Collateral in accordance with applicable law.
- (b) The Pledgor shall not be entitled to file a request with an interim provisions judge to request that its Collateral be sold in a deviating manner as provided for in article 3:251 NCC.
- (c) The Pledgee shall not be obliged to give notice of an intended sale as provided for in article 3:249 NCC, and the Pledgee shall not be obliged to give the notice following the sale as provided for in article 3:252 NCC.
- (d) The Pledgor hereby irrevocably and unconditionally waives any right it may have under sections 3:233, 3:234, 6:139 and 6:154 NCC and the Pledgee hereby accepts this waiver.
- (e) The Pledgee is not obliged to first foreclose on any other security right created under or in connection with the Finance Documents.

#### **7. APPLICATION OF PROCEEDS**

The Pledgee will apply the proceeds from the sale or the collection of and recourse against any Collateral towards satisfaction of the Secured Obligations in accordance with the relevant provisions of the Intercreditor Agreement, subject to mandatory provisions of Netherlands law.

## 8. CANCELLATION

- 8.1. Once all the Secured Obligations have been irrevocably paid in full and the Security Agent has no actual or contingent liability to advance further monies to, or incur liability on behalf of, the Pledgor, the Security Agent shall, at the request and cost of the Pledgor, take any action which may be necessary to release the Collateral from the rights of pledge constituted by this deed in accordance with the terms of the Intercreditor Agreement.
- 8.2. The Pledgee is entitled to cancel any right of pledge under this deed in whole or in part by notice in writing to the Pledgor within the meaning of article 3:81(2) under d NCC.

## 9. LIABILITY

The Pledgee is not liable to the Pledgor for any loss or damage arising from any exercise of, or failure to exercise, its rights under this deed, except for gross negligence or wilful misconduct of the Pledgee.

## 10. COSTS

The Pledgee may charge all costs, losses, claims and expenses of whatever nature (including legal fees) incurred by it in connection with this deed in accordance with the Intercreditor Agreement.

## 11. POWER OF ATTORNEY

The Pledgor grants to the Pledgee an irrevocable power of attorney with the power of sub-delegation to perform all acts, including acts of disposition (*beschikkingshandelingen*) on behalf of the Pledgor which in the sole opinion of the Pledgee are necessary in order to (i) create or perfect the rights of pledge or (ii) to have the full benefit of those rights (including performing any of the Pledgor's obligations under this deed and exercising any of the Pledgor's rights to and in connection with the Collateral). The Pledgee may act as counterparty of the Pledgor even in the event of a conflict of interest. The Pledgor hereby waives its rights under article 3:68 NCC. The Pledgee shall only use this power of attorney in accordance with clause 2(d) of Schedule 11 (*Agreed Security Principles*) to the Senior Facilities Agreement and the Subordinated Facility Agreement.

## 12. MISCELLANEOUS

- 12.1. *No nullification, rescission or suspension*  
To the extent permitted by law, the Pledgor hereby waives any right it may have at any time:



- (a) under articles 6:228 or 6:265 NCC or any other ground (under any applicable law) to nullify or rescind, or demand in legal proceedings the nullification or rescission of this deed; and
- (b) under articles 6:52, 6:262 or 6:263 NCC or any other ground (under any applicable law) to suspend any obligation under or in connection with this deed,

and the Pledgee hereby accepts this waiver.

#### **12.2. Transfer of rights and obligations**

- (a) The Pledgor may not transfer any of its rights or obligations or its contractual relationship under or in connection with this deed without the prior written consent of the Pledgee.
- (b) The Pledgee may transfer its rights and obligations under or in connection with this deed by an assignment, assumption of debt or transfer of contractual relationship. The Pledgor in advance irrevocably consents to and provides its co-operation with any such assumption of debt and/or transfer of contractual relationship, as the case may be.
- (c) Upon a transfer by the Pledgee of any rights in respect of the Secured Obligations the transferee will become entitled to the rights of pledge or to a corresponding undivided part thereof, as the case may be.
- (d) The Pledgee is entitled to provide any transferee or proposed transferee with any information concerning the Pledgor and/or the Collateral, subject to the confidentiality provisions set out in clause 42 of the Senior Facilities Agreement and clause 38 of the Subordinated Facility Agreement.

#### **12.3. Notice**

Any notice or other communication under or in connection with this deed must be made in accordance with the Intercreditor Agreement.

#### **12.4. Records and calculations of the Pledgee**

The books and records maintained by the Pledgee and any certification or determination by the Pledgee of the existence and the amount of the Secured Obligations, are *prima facie* evidence (*dwingend bewijs*) of the existence and the amounts of the Secured Obligations and other matters to which they relate.

#### **12.5. Partial Invalidity**

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or

impaired.

#### 12.6. Amendment

This deed may only be amended by a written agreement of the Parties.

#### 12.7. No Implied Waiver and no Forfeiture

- (a) Any waiver under this deed must be given by written notice to that effect.
- (b) Where the Pledgee does not exercise any right under this deed (which includes the granting by a the Pledgee to the Pledgor of an extension of time in which to perform its obligations under any of these provisions), this is not deemed to constitute a forfeiture of that right of the Pledgee under this deed.
- (c) The rights of the Pledgee under this deed are not deemed to constitute a waiver of any other right the Pledgee may have under Netherlands law or any other applicable law.

### 13. GOVERNING LAW AND JURISDICTION

- (a) This deed is governed by the laws of the Netherlands (including for the avoidance of doubt the obligation of the Pledgor to create the rights of pledge set out in Clause 2.1 (*Agreement to pledge Collateral*) notwithstanding that such obligation may be governed by any other law pursuant to any other Finance Document).
- (b) If a Party incorporated under the laws of the Netherlands is represented by an attorney in connection with the signing and/or execution of this deed or any other deed, agreement or document referred to in this deed or made pursuant to this deed, it is hereby expressly acknowledged and accepted by the other Parties that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his authority shall be governed by the laws of the Netherlands.
- (c) The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising from or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute"). This paragraph (c) is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

This deed has been entered into on the date stated at the beginning of this deed and may be signed in any number of counterparts and by way of exchange of pdf or facsimile copies of signed signature pages, all of which taken together shall constitute one and the same deed.

[signature page follows]

**SIGNATURES****THE PLEDGOR****WorldPay Limited**

By :                       
Title : *ADAM CONNOLLY*

**THE PLEDGEE****The Royal Bank of Scotland plc**

By :                       
Title :

**SIGNATURES**

**THE PLEDGOR**

**WorldPay Limited**

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By :  
Title :

**THE PLEDGEE**

**The Royal Bank of Scotland plc**

By : *AB SYDME*  
Title :

**SCHEDULE 1**

**LIST OF ADDRESSES OF LOCATIONS WHERE MOVABLES ARE HELD**

	<u>Addresses of all location where movables of the Pledgor are held</u>
<b>WORLDPAY LIMITED</b>	Regulierenring 10, 3981 LB Bunnik