

MR01

Particulars of a charge

149785/13



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

✓ **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 MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is 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
scanned and placed on the public record

MONDAY



LD5 17/03/2014 #16
COMPANIES HOUSE

1 Company details

Company number 0 3 7 6 2 3 6 6

Company name in full UC GROUP LTD

For official use

→ **Filling 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 d1 d3 m0 m3 y2 y0 y1 y4

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 WILMINGTON TRUST (LONDON) LIMITED (AS SECURITY
AGENT)

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

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 Berwin Leighton Paisner 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 FPPE/31984 3

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000

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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3762366

Charge code: 0376 2366 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2014 and created by UC GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2014

17/4

Given at Companies House, Cardiff on 19th March 2014



Companies House



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

We hereby certify that, save for material rectified pursuant to s 659G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Berwin Leighton Pomeroy LLP

Execution Version

Berwin Leighton Pomeroy LLP
Aclafide House
London Bridge
London EC4R 9HA

SHARE PLEDGE AGREEMENT

dated 13th March 2014

entered into and between

UC GROUP LTD
as Pledgor

and

WILMINGTON TRUST (LONDON) LIMITED
as Pledgee

concerning the shares in
Cognosec GmbH

DORDA BRUGGER JORDIS
RECHTSANWALTE GmbH

This share pledge agreement ("**Agreement**") is made by and between

- (1) **UC GROUP LTD**, a company registered in England and Wales with company number 03762366 whose registered office is at 40 Bank Street, London E14 5NR, United Kingdom (the "**Pledgor**"), and
- (2) **WILMINGTON TRUST (LONDON) LIMITED**, a company registered in England and Wales with company number 05650152 whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom (the "**Pledgee**", as the case may be, the "**Security Agent**", the Pledgor and the Pledgee together, the "**Parties**")

PREAMBLE

The Pledgor and the Pledgee enter into this Agreement in connection with a facility agreement dated 8 November 2013 between, *inter alia*, SecureTrading Ltd as borrower, the Pledgor and others as original guarantors, the financial institutions listed therein as original lenders, Metric Capital Partners LLP as arranger and agent and the Pledgee as security agent as amended by an amendment letter dated on or about the date of this Agreement (the "**Facility Agreement**")

Pursuant to the Facility Agreement the facility comprises of two separate tranches. The first tranche of £ 8,650,000 has already been utilised by the Borrower. The Borrower now intends to utilise the second tranche of £ 4,000,000 prior to which certain conditions will first have to be satisfied under the Facility Agreement.

These conditions include the Pledgor acceding to the Facility Agreement as an Additional Guarantor by executing and delivering an Accession Letter and the Pledgor providing any security required by the Agent (acting reasonably), which, for the avoidance of doubt, includes this Agreement.

NOW, IT IS AGREED as follows:

1. Definitions

Terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Facility Agreement. Any references made in this Agreement to any Finance Document or to any other agreement or document (under whatever name), shall be deemed to be references to such Finance Document or such other agreement or document as the same may have been, or may from time to time be, amended, extended, renewed, restated or novated, or as parties or persons may accede thereto or withdraw therefrom as a party

or person. A reference to "continuing" in relation to an Event of Default means an Event of Default which has not been waived.

"ABGB" means the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*)

"Company" means Cognosec GmbH, a private limited company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Austria, registered in the companies register under registration number FN 369795 t, with its registered office in Vienna and its business address at Castellezgasse 16/2, 1020 Vienna, Austria

"Costs" means all costs, charges, expenses, and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs

"Dividends" has the meaning given to such term in clause 4.2 hereof

"Event of Default" has the meaning set out in the Facility Agreement

"Liabilities" means all present and future liabilities and obligations at any time of any Obligor to the Security Agent both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- a) any refinancing, novation, deferral or extension,
- b) any claim for damages or restitution, and
- c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings

"Pledged Assets" means the Shares and all other rights set out in clause 4.2 hereof

"Rights of Substitution" has the meaning given to such term in clause 4.2 hereof

"Secured Liabilities" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any Obligor to the Security Agent in respect of the Liabilities set out in Clause 26.21 (*Parallel Debt*) of the Facility Agreement, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

"**Shares**" means 100 % of the existing shares (*Geschäftsanteil*) in the Company owned by the Pledgor representing a fully paid-in stated aggregate nominal capital of EUR 35,000 (Euro thirty-five thousand) (the "**Existing Shares**") and all additional shares in the capital of the Company in whatever nominal value the Pledgor may acquire in the future in the event of an increase of the capital of the Company or otherwise (the "**Future Shares**") (the Existing Shares and the Future Shares are hereinafter collectively referred to as the "**Shares**") and all rights accessory or ancillary to the Shares

"**UGB**" means the Austrian Companies Code (*Unternehmensgesetzbuch*)

2. Construction

- 2 1 The provisions of Clause 1 2 (*Construction*) of the Facility Agreement shall be deemed to be incorporated into this Agreement as if set out herein in full *mutatis mutandis*, but
- a) references therein to this "Agreement", "herein", "hereof", "hereto", and "hereunder" and other like terms are references to this Agreement, and
 - b) references to Clauses, Recitals, and Schedules are references to, respectively, Clauses and Recitals of, and Schedules to, this Agreement and references to this Agreement include its Schedules
- 2 2 Unless a contrary indication appears, any reference in this Agreement to (i) the Pledgor, the Pledgee or the Security Agent shall be construed so as to include its successors in title, permitted assigns and permitted transferees (ii) references to any person in this Agreement shall include its successors or assignees (if any) In the event of any conflict between the provisions of this Agreement and the Facility Agreement, the provisions of the Facility Agreement shall prevail
- 2 3 This Agreement is made in the English language For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail
- 2 5 The Parties acknowledge and agree that this Agreement is a Finance Document

3 Purpose of the Pledge

- 3 1 The Pledge hereunder shall serve the purpose of securing the Secured Liabilities The Secured Liabilities shall include any obligations based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*) The Pledge shall also cover any future extension of the maturity of the Secured Liabilities by way of amendment, supplement or restatement of any of the Finance Documents

4. Pledge

- 4 1 The Pledgor hereby pledges the Shares to the Pledgee as security for payment of all the Secured Liabilities (the "**Pledge**") The Pledgee accepts the Pledge
- 4 2 The Pledge constituted by this Agreement includes the present and future rights to receive
- (i) dividends (whether in cash, in kind or otherwise) payable in relation to the Shares (the "**Dividends**"), if any, and
 - (ii) liquidation proceeds, consideration for redemption (*Einzahlungsentgelt*), repaid capital in case of a capital decrease (*Kapitalherabsetzung*), any compensation in case of termination (*Kündigung, Ausschluss*) and/or withdrawal (*Austritt*) of a shareholder of the Company, the surplus in case of surrender (*Preisgabe*) and all other pecuniary claims associated with or replacing the Shares (the "**Rights of Substitution**")
- 4 3 The security granted by this Agreement shall be in addition to and shall be independent of every other security which the Pledgee may at any time hold for any of the Secured Liabilities

5. Perfection of security and further assurance

- 5 1 The Pledgor shall notify the Company by means of a notice substantially in the form of Schedule 1 hereto that the Pledgor has pledged the Pledged Assets to the Pledgee on the date hereof and, in case of any acquisition of Future Shares, within two (2) Business Days of the date of any such acquisition, and shall procure that the Company promptly provides an acknowledgement of such notice to the Pledgee
- 5 2 The Pledgor shall, at its own expense, take whatever action the Pledgee may reasonably require for
- (i) creating, perfecting or protecting the security intended to be created by this Agreement,
 - (ii) facilitating the realisation of any Pledged Assets, or
 - (iii) facilitating the exercise of any right, power, authority or discretion exercisable by the Pledgee in respect of any Pledged Assets,
- including, without limitation (if the Pledgee thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Pledged Assets (whether to the

Pledgee or to its nominee) and the giving of any notice, order or direction and the making of any registration

- 5 3 The Pledgor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Pledgee or materially diminish the value of any of the Pledged Assets or the effectiveness of the security created by this Agreement
- 5 4 The Pledgee shall in no way be obliged to monitor any perfection, marking, recording, specification requirements or other acts to be set by the Pledgor in accordance with this clause 5 (*Perfection of security and further assurance*)
- 5 5 The Pledgor shall remain liable to perform all the obligations assumed by it in relation to the Pledged Assets and the Pledgee shall not be under any obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Pledgor to perform its obligations in respect thereof

6. Dividends

Notwithstanding the Pledge, the Pledgor shall (subject to the terms of the Finance Documents) be entitled to receive and retain all Dividends and Rights of Substitution unless an Event of Default has occurred and is continuing

7. Exercise of Voting Rights

- 7 1 Unless an Event of Default has occurred and is continuing, the Pledgor shall be entitled to exercise the voting and other rights attached to any Share provided that.
- (i) it shall not do so in any way that would breach any provision of the Finance Documents or for any purpose inconsistent with the Finance Documents,
 - (ii) it shall not do so in any way that would jeopardise the security constituted by this Agreement,
 - (iii) its shall not do so in any way that would vary the rights attaching to the Shares such that it might reasonably be expected to have an adverse effect on the security constituted by this Agreement, and
 - (iv) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not have an adverse effect on the value of the Shares or otherwise prejudice the Pledgee's security under this Agreement
- 7 2 After the occurrence of an Event of Default which is continuing, all voting and other rights and powers attaching to the Shares shall be exercised (or not exercised) by, or at the direction of, the Pledgee and the Pledgor shall, and shall procure that its nominees shall, comply with any directions the Pledgee may give, in

its absolute discretion, concerning the exercise (or non-exercise) of those rights and powers. For the purpose of permitting the Pledgee to exercise its rights under this provision, the Pledgor provides a notarised power of attorney in the form of Schedule 2 to this Agreement on the date hereof.

8. Enforcement of Pledge

8.1 Following the occurrence of an Event of Default which is continuing, the Pledgee may avail itself of all rights and remedies that a pledgee has upon default of the pledgor under the laws of Austria, including

- a) to realise without writ, judgment or any other legal court (*außergerichtlich*) action the Pledged Assets by means of private sale or out-of-court auction (including a public auction organised by or on behalf of the Pledgee). In such case the Pledgee shall request in writing from the Pledgor to meet the Secured Liabilities within one (1) week and shall inform the Pledgor in such request that a private sale or a public auction will take place if the Secured Liabilities are not settled in full. Should the Parties not agree on a minimum price for the Shares, any private sale or public auction of the Shares (or any part thereof) shall be made only upon prior assessment of the Shares or any part thereof by an Austrian independent certified public accountant (*Wirtschaftsprüfer*) appointed by the Pledgee (acting reasonably) in accordance with the rules and guidelines KFS-BW1 (*Fachgutachten KFS-BW1*) of the institute for business management, tax law and organization of the Chamber of Public Accountants and Trustees (*Fachsenat für Betriebswirtschaft, Steuern und Organisation der Kammer der Wirtschaftstreuhänder*), or in accordance with any appropriate substitute rules and guidelines. With at least one (1) week's notice the Pledgee must then inform the Pledgor of the terms and conditions, place, time and the Pledgee's instructions for the private sale or public auction. In case of a private sale the Shares must not be transferred at a price which is below the value assessed by such expert. The Pledgee shall inform the Pledgor of the assessed value and give the Pledgor the opportunity to name potential bona-fide purchasers willing to acquire the Shares at the assessed value in cash. After completion of a private sale or public auction, the Shares may only be delivered to the purchaser against payment in full by the purchaser of the price of the Shares as determined in such private sale or public auction or, if no equivalent offer for immediate payment in cash has been made, if later payment is secured, to apply on the Pledgor's behalf for and to initiate an auction or private sale of the Shares and to take all steps necessary to effect such a realisation in the name and on behalf of the Pledgor. For

such purpose the Pledgor provides to the Pledgee a notarised power of attorney as set out in Schedule 2 on the date hereof

- 8 2 Following an Event of Default which is continuing, all subsequent payments of a Dividend or any Right of Substitution, if any, payable to the Pledgor and, as the case may be, all payments based on similar ancillary rights attributed to the Shares shall be made to or to the order of the Pledgee (without writ, judgment or any other legal court action being required) If and to the extent that the Pledgor receives any Dividends or Rights of Substitution when an Event of Default has occurred and is continuing, it shall hold any Dividends or Right of Substitution received in trust for the Pledgee, keep such funds segregated from its other funds and pay the same promptly to the Pledgee or as it may direct
- 8 3 The proceeds from the enforcement of the Pledge shall be paid to the Pledgee and shall be applied in the following order of priority
- (a) in discharging any sums owing to the Pledgee, any Receiver or Delegate which are part of the Secured Liabilities,
 - (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Pledgee determines, and
 - (c) the balance, if any, in payment to the Pledgor
- 8 4 The Pledgee may, in its absolute discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Liabilities The Pledgee may in its absolute discretion enforce this Pledge in total or in part, collectively or individually This Pledge may be enforced repeatedly, as long as not all Pledged Assets have been realised
- 8 5 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Pledgee may convert any monies received, recovered or realised by it under this Agreement from their existing currencies of denomination into any other currencies of denomination that the Pledgee may think fit
- 8 6 Any such conversion shall be effected at the spot rate at which the Pledgee is able to purchase the relevant currency The obligations of the Pledgor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.
- 8 7 The rights, powers and remedies provided by this Agreement are cumulative and are not, nor are they to be construed as, exclusive of any right of set-off or other rights, powers and remedies provided by law

- 8 8 The Pledgor hereby waives and releases to the fullest extent permitted by law any right of revocation (*Anfechtbarkeit*) and its right to set-off (*Aufrechenbarkeit*) in respect of the Secured Liabilities
- 8 9 The Pledgor herewith expressly agrees that the Pledgee is entitled to enforce its rights and remedies under the Pledge in the above manner and it expressly waives any rights of first refusal (*Aufgriffsrecht, Vorkaufsrecht*), option rights, consent requirements and any other rights which it might now or in the future have with respect to the Shares, so that any enforcement of the Pledge may occur freely and without restriction

9. Undertakings and Covenants of the Pledgor

During the term of this Agreement, the Pledgor undertakes and covenants with the Pledgee, except as permitted under the Finance Documents, or if otherwise agreed with the Pledgee in writing

- 9 1 not to sell, transfer or dispose of the whole or any part of the Pledged Assets and not to take, or participate in, any action which results or might reasonably be expected to result in the Pledgor's loss of ownership in any of the Pledged Assets in full or in part or which defeats, impairs, or circumvents the rights of the Pledgee under this Agreement or the value of any of the Pledged Assets in any respect,
- 9 2 to effect promptly any payments to be made in respect of the Shares, not to allow and vote against any increase of the share capital of the Company and to ensure that any additional shares acquired in future will be fully paid in and there will not be any obligation for a shareholder of the Company to make additional contributions to the Company in any respect,
- 9 3 to inform (and to procure that the Company informs) the Pledgee as soon as it becomes aware of any matters concerning the Company or the Shares which might adversely affect the security interest of the Pledgee,
- 9 4 promptly following receipt, send to the Pledgee copies of any material notice, circular, report, accounts and any other document received by it that relates to the Shares, and
- 9 5 to ensure that the articles of association (*Gesellschaftsvertrag*) of the Company are not changed in such a way to restrict the ability of the Pledgee to realise any of the Pledged Assets, in particular a transfer the Shares pursuant to an enforcement of the Pledge

10 Representations and Warranties of the Pledgor

The Pledgor makes the representations and warranties set out in this clause 10 to the Pledgee on the date of this Agreement

- 10 1 the Company is a limited liability company, validly existing and neither insolvent nor subject to any composition (*Sanierungsverfahren*), reorganisation (*Reorganisationsverfahren*) or bankruptcy proceedings (*Konkursverfahren*) of any sort,
- 10 2 it is, except as permitted under all the Finance Documents, the sole, legal and beneficial owner of the Pledged Assets, free of any encumbrance of any kind or any other type of preferential arrangement and each Pledged Asset is freely transferable and capable of being pledged,
- 10 3 this Agreement constitutes legally binding and valid obligations of the Pledgor enforceable in accordance with its terms (except as such enforcement may be limited by any relevant bankruptcy, insolvency, receivership or similar laws affecting creditors' rights generally) and constitutes, upon perfection, an effective first ranking security interest under Austrian law, enforceable against the Pledgor (or any other holder of any Pledged Asset) and a liquidator or receiver of the Pledgor (or any other holder of any Pledged Asset) and any third party under Austrian law,
- 10 4 the Shares are duly authorised, validly issued and fully paid. There are no moneys or liabilities outstanding or payable in respect of any of the Shares, and
- 10 5 all necessary corporate actions have been taken to enable it to duly execute this Agreement and to duly perform and/or comply with its obligations arising under this Agreement

11. Liability

- 11 1 The Pledgee shall not be liable for any loss or damage suffered by the Pledgor save in respect of such loss or damage which is suffered as a result of the wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Pledgee

12. Duration and Release

- 12 1 The Pledge shall remain in full force and effect as a continuing security until the complete, irrevocable and final satisfaction of the Secured Liabilities. The Pledge shall not cease to exist if the Obligors have only temporarily discharged the Secured Liabilities. If the Pledgee considers that an amount paid by the Pledgor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the winding-up of the Pledgor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Agreement
- 12 2 When all Secured Liabilities have been completely and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding, the Pledgee shall, at the request and cost of the Pledgor, without recourse or warranty and without undue delay (i) release or discharge (as appropriate) the

Pledged Assets from the Pledge, (ii) allow the Pledgor to dispose of the Pledged Assets, and (iii) return or destroy the power of attorney delivered to the Pledgee under this Agreement

13. Power of Attorney

13 1 The Pledgor irrevocably appoints the Pledgee as its attorney (with full power of substitution), and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that

- (i) The Pledgor is required to execute or do under this Agreement, or
- (ii) The Pledgee, acting reasonably, deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Agreement or by law on the Pledgor

13 2 The Pledgor ratifies and confirms, and agrees to ratify and confirm, anything which its attorney under clause 13 1 may do in the proper and lawful exercise, or purported exercise, of all the rights, powers, authorities and discretions referred to in clause 13 1

14. Saving Provisions

14 1 In case of any amendment or supplement to, or variation, modification or replacement of any Finance Document (irrespective of whether such amendment, variation, modification, supplement or replacement shall qualify, under any applicable laws, as novation (*Novation*) of the Secured Liabilities or not), the Pledge created hereunder shall not lapse but shall continue to secure the Secured Liabilities and this clause shall serve as express consent (*besonderes Einverständnis*) in accordance with section 1378 ABGB

14 2 The Parties agree that in case of a substitution of an Obligor, the assignment of rights of any of the Secured Liabilities from an Obligor to another person or the transfer of any of the Secured Liabilities from an Obligor to another person, the Pledge shall not lapse but shall continue to secure the Secured Liabilities in accordance with section 1407 para 2 ABGB and, if applicable, the Pledgor hereby irrevocably waives its right to object (*Widerspruchsrecht*) pursuant to section 38 para 2 UGB

14 3 The Pledge shall not be discharged or impaired by (i) an assignment, sale or other (contractual or by operation of law) transfer of any or all Secured Liabilities to any third party, (ii) the assumption of claims (*Schuldubernahme*) with regard to any or all Secured Liabilities by any third party or (iii) a conversion, or a merger or

demerger, or any other form of reorganisation and/or restructuring of the Company

- 14 4 The Pledgor hereby agrees to waive, to the fullest extent permitted under applicable law, any rights which may pass to it by subrogation, including but not limited to, any recourse claim against any person which it may acquire (i) in the event that the Pledgor pays any debt of an Obligor (ii) in the case of an enforcement by the Pledgee of its rights under this Agreement. In case the Pledgor nevertheless acquires any such right by operation of law or otherwise, it undertakes not to exercise any such right until all Secured Liabilities have been completely and irrevocably discharged. In case of a redemption (*Einlösung*) of Secured Liabilities pursuant to section 1358 or 1422 ABGB the security interest pursuant to this Agreement shall not pass to the redeeming party until the complete and final satisfaction of the Secured Liabilities.
- 14 5 The Pledgee may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person(s) not party hereto (irrespective of whether such person(s) is/are jointly liable with the Pledgor) in respect of the Secured Liabilities, or of any other security for the Secured Liabilities, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any other of the Pledgee's rights under this Agreement or the exercise of the same, or the liability of the Pledgor for the Secured Liabilities.
- 14 6 No delay or failure to exercise any right, power or remedy under this Agreement shall operate as a waiver of that right, power or remedy.

15 Partial Invalidity, Severability

- 15 1 Each of the provisions contained in this Agreement shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, this shall not affect, prejudice or impair the validity, legality and enforceability of the remaining provisions hereof. Any invalid, unenforceable or illegal provision should be replaced by that provision which best meets the intent of the replaced provision.
- 15 2 In particular, the Pledge shall not be affected and shall in any event extend to any and all Shares in the Company even if the number or nominal value of the Existing Shares or the aggregate share capital of the Company as stated herein are inaccurate or deviate from the actual facts.

16. Notices

- 16 1 Until a change of address has been notified to the other parties hereto in writing, any communication under this Agreement shall be sent as follows

If directed to the Pledgor, to
UC GROUP LTD
40 Bank Street
London, E14 5NR
United Kingdom
Attn Head of Legal
Fax 0044 870 458 0599

If directed to the Pledgee, to
WILMINGTON TRUST (LONDON) LIMITED
Third Floor
1 King's Arms Yard
London EC2R 7AF, United Kingdom
Attn Mr Paul Barton
Fax 0044 207 397 3601

17 Transfer of Rights

The Pledgee may transfer its rights under this Agreement to the extent permitted by, and in accordance with, the Finance Documents. In addition, the Pledgor undertakes to enter into any agreement substantially in the form of this Agreement (including any power of attorney) with any person to whom the Pledgee transfers its rights in accordance with this clause 17 and to do whatever is reasonably required by the Pledgee in such case. The Pledgee shall be entitled to provide any information concerning the Pledgor to any such assignee or other successor or any participant or proposed assignee, successor or participant to the extent permitted by, and in accordance with, the Finance Documents.

18. Role of the Pledgee

- 18.1 In acting hereunder, the Pledgee does so subject to and in accordance with the detailed provisions of the Security Trust Deed and the Facility Agreement.
- 18.2 The parties to this Agreement acknowledge and agree that notwithstanding anything to the contrary in this Agreement or any Finance Document, the Pledgee has agreed to become a party to this Agreement for the better preservation and enforcement of its rights and, except as expressly provided in this Agreement, shall not assume any liabilities or obligations hereunder, including for the avoidance of doubt, by virtue of being a party or a Finance Party.
- 18.3 The Pledgee shall not have any duty to ensure that any dividends, interest or other moneys and assets receivable in respect of the Pledged Assets are duly and

punctually paid, received or collected as and when the same become due and payable or to ensure that the correct amounts (if any) are paid or received on or in respect of the Pledged Assets or to ensure the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of redemption, bonus, rights, preference, or otherwise on or in respect of, any of the Pledged Assets

19. Costs and Expenses

The Pledgor shall pay to or reimburse the Pledgee and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Pledgee, and/or any Receiver in relation to

- 19 1 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Pledgee's, a Receiver's or Delegate's rights under this Agreement,
- 19 2 suing for, or recovering, any of the Secured Liabilities,
- 19 3 (including, without limitation, the Costs of any proceedings in relation to this Agreement or the Secured Liabilities) together with, in the case of Clause 19 1 and Clause 19 2 interest on the amount due at the default rate of interest specified in the Facility Agreement

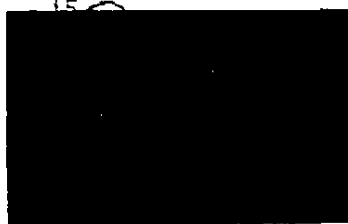
20. Stamp duty

The Pledgor shall pay and, within three (3) Business Days days of demand, indemnify the Pledgee against any cost, loss or liability that the Pledgee incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Agreement

21. Applicable Law; Jurisdiction

- 21 1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Austria, without regard to the conflict of law principles thereof
- 21 2 The courts competent in commercial matters for the first district of Vienna, Austria, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity, termination or enforcement of this Agreement)
- 21 3 Nothing in this Clause shall prevent the Pledgee to commence any legal action against the Pledgor in any other jurisdiction, in particular the courts of England, and the taking of such legal action in any jurisdiction shall not preclude the taking of any similar action in any other jurisdiction, whether concurrently or not

Executed as a deed by
UC GROUP LTD acting by a di-
rector, in the presence of



Director

Signature of Witness

Name of Witness **OLIVER BRETHERTON**

Address of Witness



Executed as a deed
by **WILMINGTON TRUST (LON
DON) LIMITED** acting by an
authorised signatory, in the pres-
ence of

Authorised signatory

Signature of Witness

Name of Witness

Address of Witness

Executed as a deed by
UC GROUP LTD acting by a di-
rector, in the presence of

Director

Signature of Witness

Name of Witness

Address of Witness

Executed as a deed
by **WILMINGTON TRUST (LON
DON) LIMITED** acting by an
authorised signatory, in the pres-
ence of



Paul Barton
Director

Authorised signatory

Signature of Witness

Name of Witness

Sajada Afzal

Address of Witness



SCHEDULE 1
FORM OF NOTICE

[Letterhead of UC GROUP LTD]

To
Cognosec GmbH

Dear Sirs, _____, _____ 2014

Share Pledge

We refer to the facility agreement entered into on 8 November 2013 between, amongst others, SecureTrading Ltd as borrower, UC Group Ltd and certain of its subsidiaries as guarantors, Metric Capital Partners LLP as arranger and agent, the financial institutions listed therein as original lenders (the "**Original Lenders**") and Wilmington Trust (London) Limited as security agent (the "**Security Agent**")

In connection with the accession of Cognosec GmbH (FN 369795 t) ("**Cognosec**") to the Finance Documents (as such term is defined in the Facility Agreement), we have entered into an Austrian law pledge with the Security Agent on or around the date of this notice in relation to our shares in Cognosec (the "**Pledge**")

Under the terms of the Pledge, we have pledged to the Security Agent all of our rights and interest in our present and future shares (representing as of today to a nominal value of EUR 35,000) representing now and in future all of the issued nominal capital in Cognosec as security in connection with our business relationship with the Original Lenders

Such pledge extends to our rights to dividends and all payments to which we are entitled as shareholder and all warrants, options and other rights to subscribe for, purchase or otherwise acquire any shares in the Cognosec

We kindly request that you confirm your receipt and acknowledgement of the above by returning signed copies of this notification to the Security Agent and ourselves

UC GROUP LTD

We acknowledge receipt of the notice and confirm that there is under Austrian law no previous pledge of the shares, dividends and rights of substitution ranking prior to this notified pledge. We undertake to comply with any request of the Security Agent in accordance with the terms of the Pledge, including in relation to the perfection of the notified pledge, its preservation and realisation.

Cognosec GmbH

Date 18th March 2014
By

SCHEDULE 2
FORM OF POWER OF ATTORNEY

SPEZIALVOLLMACHT	SPECIAL POWER OF ATTORNEY
Wir, UC GROUP LTD, eine nach dem Recht von England und Wales errichtete und bestehende Gesellschaft, Registernummer 03762366, mit ihrem Sitz in Kent und der Geschäftsadresse 40 Bank Street, London E14 5NR, United Kingdom	We, UC GROUP LTD, a company registered in England and Wales with company number 03762366 whose registered office and business address is at 40 Bank Street, London E14 5NR, United Kingdom
bevollmächtigen und ermächtigen hiermit unwiderruflich	hereby irrevocably authorise and empower
WILMINGTON TRUST (LONDON) LIMITED	WILMINGTON TRUST (LONDON) LIMITED
in unserem Namen, auf unsere Rechnung und mit Rechtswirksamkeit für uns	in our name and on our account and with legal effect for us
1 unter Bezugnahme auf die Bestimmungen den Pfandbestellungsvertrags zwischen UC Group Ltd und Wilmington Trust London Limited ca zum Datum der Vollmacht (der " Pfandbestellungsvertrag "), uns in Gesellschafterversammlungen der Cognosec GmbH, einer nach österreichischem Recht errichteten und bestehenden Gesellschaft, eingetragen im Firmenbuch unter FN 369795 t, mit ihrem Sitz in Wien, und ihrer Geschäftsadresse Castellezgasse 16/2, 1020 Wien, Österreich (die " Gesellschaft "), zu vertreten und das Stimmrecht (auch bei schriftlicher Beschlussfassung) und andere mit unserem Geschäftsanteil an der Gesellschaft zusammenhängenden Rechte nach eigenem Ermessen auszuüben,	1 subject to the terms of a share pledge entered into between UC Group Ltd and Wilmington Trust London Limited on or around the date of this Power of Attorney (the " Pledge "), to represent us in shareholders' meetings of Cognosec GmbH, a company established and existing under Austrian law, registered with the of companies register under registration number FN 369795 t, with its registered office in Vienna and its business address at Castellezgasse 16/2, 1020 Vienna, Austria (the " Company "), and to exercise the voting right (also in the context of resolutions passed in writing) and other rights attached to our shares in the Company, in its own discretion, as it sees fit,
2 gemäß dem Pfandbestellungsvertrag,	2 subject to the terms of the Pledge, to

<p>von der Gesellschaft Dividenden und alle anderen Zahlungen, die uns als Gesellschafter zustehen, einzufordern und entgegenzunehmen,</p>	<p>claim and collect from the Company any dividend as well as all other payments to which we are entitled as shareholder,</p>
<p>3 gemäß dem Pfandbestellungsvertrag und gemäß der anwendbaren gesetzlichen Bestimmungen eine öffentliche Versteigerung oder einen Freihandverkauf unseres an der Gesellschaft gehaltenen Geschäftsanteils (wie auch anderer verpfandeter Sachen) zu beantragen und einzuleiten und durchzuführen sowie in unserem Namen und auf unsere Rechnung einen Anteilskaufvertrag über den Verkauf und die Übertragung unseres Geschäftsanteils an der Gesellschaft, auch in Form eines Notariatsakts, zu schließen, alle Bedingungen dieses Anteilskaufvertrages zu bestimmen und den Kaufpreis einzufordern und entgegenzunehmen,</p>	<p>3 subject to the terms of the Pledge, pursuant applicable provisions of Austrian law, to apply for and to initiate and to conduct a public auction or private sale of our shares in the Company (or other pledged assets) and to enter in our name and on our account into a share transfer agreement, also in the form of a notarial deed, in order to sell and transfer our shares in the Company, to determine all terms of such share transfer agreement and to request and receive payment of the purchase price,</p>
<p>4 gemäß dem Pfandbestellungsvertrag , alle sonstigen mit den in Punkt 1 bis 3 bezeichneten Tätigkeiten verbundenen Handlungen vorzunehmen, Erklärungen abzugeben und zu empfangen, Unterschriften beglaubigt und unbeglaubigt zu leisten und Urkunden in Notariatsaktsform oder in einer entsprechenden besonderen Form durch einen nicht-österreichischen Notar zu errichten</p>	<p>4 subject to the terms of the Pledge, to undertake all other actions in connection with the activities mentioned in items 1 to 3 , to issue and receive statements, to sign with and without notarisation and to set up documents in the form of notarial deeds or any other equivalent foreign recording by a non-Austrian notary</p>
<p>5 gemäß dem Pfandbestellungsvertrag, die Bevollmächtigte (und deren Rechtsnachfolger) ist vom Verbot des Kontrahierens mit sich selbst auf eigene Rechnung oder als Vertreter eines Dritten befreit, Doppelvertretung ist zulässig</p>	<p>5 subject to the terms of the Pledge, the attorney (and its successors) is dispensed from the prohibition of self-contracting with itself on its own account or on behalf of a third person, double representation is permissible The attor-</p>

Weiters ist diese ist befugt, diese Vollmacht teilweise oder insgesamt an Unterbevollmächtigte weiterzugeben	ney is also authorised to delegate in full or in part this power of attorney, subject to the terms of the Pledge
6 Die Unterfertigten erklären hiermit an Eides statt, dass sie am heutigen Tag berechtigt sind und über die ausreichende Vertretungsbefugnis verfügen, um diese Vollmacht für UC GROUP LTD zu unterfertigen	6 The undersigned herewith declare in lieu of an oath that on this day they are authorised to and they have sufficient power of representation to sign this Power of Attorney on behalf of UC GROUP LTD
7 Diese Vollmacht und alle außervertraglichen Schuldverhältnisse, die sich aus oder im Zusammenhang mit dieser Vollmacht ergeben, unterliegen österreichischem Recht unter Ausschluss der Kollisionsnormen. Diese Vollmacht besteht solange, als WILMINGTON TRUST (LONDON) LIMITED (oder deren Rechtsnachfolger oder Nachfolger als Pledgee) Pfandgläubigerin unseres Geschäftsanteils an der Gesellschaft ist	7 This Power of Attorney and any non-contractual obligations arising out of or in connection with this Power of Attorney are governed by Austrian law, excluding the Austrian conflict of laws rules. This Power of Attorney is effective for a term as long as WILMINGTON TRUST (LONDON) LIMITED (or its permitted legal successors or its permitted successors as Pledgee) is a beneficiary of the Pledge
8 Die deutsche Fassung dieser Vollmacht ist im Fall eines Widerspruchs zur englischen Fassung maßgeblich	8 The German version shall prevail over the English version in case of discrepancies

[Place/Ort, Date/Datum]

[•]

[•]

fur/for UC GROUP LTD

(COMMENT: THIS POWER OF ATTORNEY NEEDS TO BE SIGNED, LEGALISED AND APOSTILLED)