09744123

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on th

FRIDAY

A63C9U8G
A13 31/03/2017 #355
COMPANIES HOUSE

✓ **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 instrument. Use form MR08.

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. If 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 will be scanned and placed on the public record. **Do not send the original.**

1 Company details

For official use
0005

Company number	0 5 8 9 7 1 7 7
Company name in full	WONGA GROUP LIMITED

→ **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	d0 d1 m0 m2 y2 y0 y1 y7

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	Klarna AB (PUBL)
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 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☑ **Yes**

☐ **No**

8 Trustee statement ❶

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.

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X Herbert Smith Freehills LLP X

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

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: Julia Müller/Daniel May

Company name: Herbert Smith Freehills LLP

Address: Exchange House Primrose Street

Post town: London

County/Region:

Postcode: E C 2 A 2 E G

Country:

DX: DX 28 London Chancery Lane

Telephone: +44 20 7466 7608/+49 69 222282545

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Case No: 403/2017

IN THE COUNTY COURT AT CENTRAL LONDON

ROYAL COURTS OF JUSTICE

STRAND, LONDON WC2A 2LL

CHANCERY BUSINESS

District Judge Lambert

In the Matter of Wonga Group Limited

and

In the Matter of the Companies Act 2006

Between:

KLARNA AB (PUBL)	**Claimant**
And	
WONGA GROUP LIMITED	**Defendant**

UPON THE APPLICATION by Claim filed on 7 March 2017 of Klarna AB (PUBL) ("the Claimant")

AND UPON HEARING solicitors for the Claimant and for Wonga Group Limited ("the Defendant")

AND UPON READING THE EVIDENCE

AND UPON the Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 859A of the Companies Act 2006 the Share

Pledge hereinafter mentioned, together with the prescribed particulars thereof, was due to inadvertence and that it is just and equitable to grant relief.

IT IS ORDERED THAT: Pursuant to Section 859F of the said Act that the time for delivering to the Registrar of Companies for registration of the Share Pledge dated 1 February 2017 and made between the Claimant of the one part and the Defendant of the other part of certain property known as the shares held by the Defendant in Billpay GmbH to secure repayment of the sum of €20,000,000 and interest thereon (at the rate specified in the loan agreement between the Claimant and Defendant dated 1 February 2017) together with the prescribed particulars thereof is hereby extended to 21 days from the date of this Order.

AND IT IS ORDERED THAT:
The Claimant do deliver an Office Copy of this Order to the Registrar of Companies.

AND THIS ORDER is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Share Pledge and the date of its actual registration.

Dated: 27 March 2017

OFFICE COPY CENTRAL LONDON 30 MAR 2017 COUNTY COURT

THE COUNTY COURT

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5897177

Charge code: 0589 7177 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2017 and created by WONGA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2017.

DP

Given at Companies House, Cardiff on 6th April 2017

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

1. Ausfertigung

Urkunden Nr./Deed roll No.
83 /2017
Berlin, 1. February 2017

Only one side of the sheet has been used throughout

Verhandelt

vor dem unterzeichnenden Notar

Christian Stenner

Fasanenstraße 77 · 10623 Berlin

We hereby certify that, save for material redacted pursuant to section 859G Companies Act 2006 this is a true and accurate copy of the original.

Herbert Smith Freehills LLP

Herbert Smith Freehills LLP
Exchange House
Primrose Street
London EC2A 2EG

Date 15 February 2017

Before me, the undersigning Notary in the district of the Higher Regional Court of Berlin Notary Christian Stenner in Berlin with my official place of business in Fasanenstraße 77, 10623 Berlin, Germany

appeared today on 1. February, 2017:

1. Mr. Alejandro A l v a r e z ,
   born on
   business adress: [REDACTED]
   who is personally known to the notary,

2. Ms. Vanessa Christin T h a l ,
   born on
   business adress: [REDACTED]
   who is personally known to the notary,

3. Ms. Violetta P i o t r k o w s k i ,
   born on
   business adress: [REDACTED]

The person appearing to 1. declared to make the following declarations not in his own name but, excluding any personal liability, for and on behalf of

> **Wonga Group Limited**, a company incorporated in England and Wales, registered with the registrar for Companies in England and Wales under Company number 05897177, whose registered office is at Greater London House, Hampstead Road, 4th Floor, London NW1 7EJ,

presenting an original power of attorney dated 23 November 2016 and presenting an original power of attorney dated 26 January 2017 - deed roll No. 60/2017 by the notary Christian Stenner in Berlin-.

The person appearing to 2. declared to make the following declarations not in her own name but, excluding any personal liability, for and on behalf of

> **Billpay GmbH**, a company incorporated in Germany, registered with the commercial register at the local court of Charlottenburg under registration number HRB 122029 B and whose registered office is at Zinnowitzer Straße 1 in 10115 Berlin, Germany

presenting an original power of attorney dated 29 November 2016 and presenting an original power of attorney dated 26 January 2017 - deed roll No. 61/2017 by the notary Christian Stenner in Berlin-.

The aforementioned original powers of attorney will be attached to this deed in copies which are herewith certified.

The person appearing to 3. declared to make the following declarations not in her own name but, excluding any personal liability, for and on behalf of

> **KLARNA AB (PUBL)**, a company incorporated in Sweden (Organization Number: 556737-0431) whose registered office is at Sveavägen 46, 111 34 Stockholm, Sweden

The aforementioned original power of attorney of Klarna AB (PUBL) will be sent to the notary at a later point and subsequently attached to this deed in copy which are herewith certified. One simple copy of the power of attorney is present.

Neither the Notary nor the proxies assume any liability as to the validity and/or the scope of the powers of attorney presented.

The Notary convinced himself that the persons appearing are in adequate command of the English language and declared that he is in command of the English language as well. The persons appearing stated that the parties represented by them requested that this instrument be recorded in the English language.

On being asked whether there had been any prior involvement by the Notary in terms of Section 3 para 1 no 7 of the German Notarisation Act (*Beurkundungsgesetz*) the provisions of which had been explained by the Notary, the persons appearing said that there had been no such prior involvement.

The Notary advised the persons appearing:

- that a pledge is a security instrument of strictly accessory nature (which means that it comes into legal existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist, and that the owners of the secured claims and the pledgees must be identical);

- that notwithstanding Section 16 para 3 German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaft mit beschränkter Haftung*) there is no *bona fide* creation, acquisition nor ranking of a pledge of shares (in the sense that the pledgees would be protected if the shares purported to be pledged do not exist or have been previously encumbered for the benefit of a third party); and

- that the English original version of this deed will not be acceptable for enforcement but will have to be translated, by a certified translator, into German for such purposes.

Agreement on the pledge of Shares as Collateral

(Vereinbarung über die Verpfändung von Geschäftsanteilen)

relating to the shares in

Billpay GmbH

between

Wonga Group Limited

Billpay GmbH

and

Klarna AB (PUBL)

Table of Contents

THIS AGREEMENT ON THE PLEDGE OF SHARES AS COLLATERAL
(the "**Agreement**") is made between

1. **Wonga Group Limited.**, a company incorporated in England and Wales, registered with the registrar for Companies in England and Wales under Company number 05897177, whose registered office is at Greater London House, Hampstead Road, 4th Floor, London NW1 7EJ,

"**Pledgor**"

2. **Billpay GmbH**, a company incorporated in Germany, with its seat in Berlin, registered with the commercial register at the local court of Charlottenburg under registration number HRB 122029 B and whose registered office is at Zinnowitzer Straße 1 in 10115 Berlin, Germany;

"**Company**"

and

3. **Klarna AB (PUBL)**, a company incorporated in Sweden (Organization Number: 556737-0431) whose registered office is at Sveavägen 46, 111 34 Stockholm, Sweden

"**Pledgee**"

- Pledgor, Company and Pledgee hereinafter collectively referred to as the "**Parties**" and each as a "**Party**" -

Preamble

A. The Pledgor is a UK limited with its registered office at Greater London House, Hampstead Road, 4th Floor, London NW1 7EJ, United Kingdom. The Pledgee is a company with seat in Sweden planning to acquire the Company. The Company is the wholly owned German subsidiary of the Pledgor.

B. On or about the date of this agreement the Pledgor and the Pledgee have entered into a loan facility agreement under which the Pledgee, acting as lender, shall pursuant to the terms of this agreement provide Pledgor, as borrower, with a secured term loan facility (the "**Loan**") in the amount of the Euro equivalent of EUR 20,000,000 (in words: Euro twenty million) (the "**Loan Agreement**").

C. Pursuant to the terms of the Loan Agreement, it is a condition precedent to the Pledgee providing the Loan to the Pledgor that the Pledgor shall have provided the Pledgee with an executed Security Document (as defined in the Loan Agreement) to secure all of the Pledgor's obligations under the Loan Agreement. Therefore, Pledgor herewith grants Pledgee a security interest in form of a pledge over its shares (*Verpfändung von Geschäftsanteilen*) held in the Company.

Now, therefore, the Parties enter in the following agreement (the "**Agreement**") as follows:

1. **Definitions and Language**

1.1 In this Agreement, references to a person include its successors and assigns, and references to a document are references to that document as amended, restated, novated and/or supplemented through the time such reference becomes effective.

1.2 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.

1.3 Where the context so admits, the singular includes the plural and vice versa.

1.4 The following terms, as used herein, shall have the following meanings:

"**Event of Enforcement**" means that the requirements (unless such requirement are waived in this Agreement) set forth in Section 1204 et seq. and Section 1273 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) with regard to the enforcement of any of the Pledges are met (*Pfandreife*) and any or all of the Secured Obligations are not paid when due (*fällig*).

"**Event of Default**" means an event of default under the Loan Agreement.

"**Future Shares**" *means any additional shares in the Company (irrespective of their nominal value)* which the Pledgor may hold in the future in the event of a share transfer, an increase of the capital of said company or otherwise.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, lien (statutory or other), security interest or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever intended to assure payment of any indebtedness or the performance of any other obligation, including any conditional sale or other title retention agreement.

"**Current Shares**" has the meaning given to such term in Clause 2 hereof.

"**Existing Share Pledge**" means the pledge over the Shares granted to Kreos Capital V (UK) Limited, a company incorporated in England and Wales under registration number 09728300, whose registered office is at 25 Old Burlington Street, London W1S 3AN, United Kingdom by way of notary deed no. 241/2016 of the public notary Christian Stenner, Berlin, dated 7 April 2016.

"**Pledge**" or "**Pledges**" has the meaning given to such term in Clause 3.1 hereof.

"**Proceeds**" has the meaning given to such term in Clause 3.1 hereof.

"**Secured Obligations**" means any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Pledgor and its affiliates and subsidiaries to the Pledgee under the Loan Agreement (as may be amended or supplemented from time to time, in particular in relation to any additional tranches advanced by the Pledgee to Pledgor). The Secured Obligations shall, for the avoidance of doubt, also include obligations incurred by the Pledgor on or after the opening of insolvency proceedings, shall apply to the Pledgor irrespective of any corporate restructuring or transformation and shall also apply to any contingent obligations on the grounds of invalidity or unenforceability of the Loan Agreement, *in particular claims on the grounds of unjustified enrichment* (*ungerechtfertigte Bereicherung*) as well as any claims arising out of tort (*Delikt*).

"**Shares**" means the Current Shares and the Future Shares.

2. **Shares held by Pledgor**

Pledgor currently holds the following shares in the Company:

100% of the outstanding shares in the Company with a total nominal share capital (Stammkapital) in the amount of EUR 55,334.00, consisting of 55,334 shares, with a nominal amount of EUR 1.00 each, with serial numbers (laufende Nummern) 1 – 55,334 (the "**Current Shares**").

3. **Pledge**

3.1 The Pledgor hereby grants to the Pledgee a pledge (*Pfandrecht*) over the Shares whereby each pledge shall include all of the Pledgor's present and future rights

3.1.1 to receive and/or withdraw dividends and any other similar cash payments and other forms of profit distribution (as a pledge of emoluments (*Nutzungspfandrecht*) pursuant to § 1213 BGB);

3.1.2 to receive liquidation proceeds (*Auseinandersetzungsguthaben*), consideration for redemption (*Einziehungsentgelt*), claims for repayment of capital in case of a capital reduction (*Kapitalherabsetzung*), any compensation in the case of termination (*Kündigung*) and/or withdrawal (*Austritt*) or expulsion (*Ausschluss*) or exclusion for good cause (*Ausschluss aus wichtigem Grund*) of a shareholder of a Company, the surplus in case of surrender (*Preisgabe*) , the repayment claim for any additional capital contribution (*Nachschüsse*), repayments from the capital reserves of a Company (*Rückzahlungen aus der Kapitalrücklage*) and all other pecuniary claims associated with the Shares (collectively, the "**Proceeds**");

3.1.3 to subscribe (*Bezugrechte*) for newly issued shares of the Company;

3.1.4 all present and future claims of the Pledgor against the Company arising under or in connection with any domination and/or profit transfer agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) or partial profit transfer agreement (*Teilgewinnabführungsvertrag*) which may be entered into between Pledgor and the Company; and

3.1.5 all other monetary rights and benefits attributable to the Shares

(each a "**Pledge**" and together the "**Pledges**").

3.2 The Pledgee hereby accepts the Pledges.

3.3 For purposes of clarification, the Pledges rank behind the Existing Share Pledge.

3.4 The validity and effect of each Pledge shall be independent from the validity and the effect of each other Pledge created hereunder.

3.5 Each of the Pledges is in addition, and without prejudice, to any other security the Pledgee may now or hereafter hold as security for the Secured Obligations.

3.6 For the avoidance of doubt, the Parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges created hereunder by operation of law upon the transfer or assignment (including by way of assumption (*Vertragsübernahme*)) of all or part of the Secured Obligations by the Pledgee to any third party.

3.7 Waiving Section 418 of the German Civil Code (*BGB*), the parties hereto agree that the security created hereunder shall not cease to exist by any transfer or assumption of the Secured Obligations to, or by, any third party and the Pledgor hereby expressly consents (*willigt ein*) to any such assumption of liability within the meaning of Section 418 paragraph 1 sentence 3 of the German Civil Code (*BGB*).

4. Security Purpose

The Pledges shall secure the prompt and punctual payment and performance in full of the Secured Obligations. The Pledges shall cover any future extension, prolongation or increase of the Secured Obligations and the Pledgor herewith expressly agrees that the provision of Section 1210 paragraph 1 sentence 2 of the German Civil Code (*BGB*) shall not apply to this Agreement.

5. Dividends and Proceeds

5.1 Notwithstanding that the Proceeds are pledged hereunder, the Pledgor shall be entitled to collect and retain the dividends with respect to the shares as well as all distributions made in the ordinary course of business to the extent permitted under the Loan

Agreement in respect of the Shares held by it until such time as the Pledgee is entitled to enforce the Pledges (or any part thereof) constituted hereunder.

5.2 After the occurrence and during the continuance of an Event of Default, the Pledgor's rights to receive Proceeds shall cease and the Pledgee shall have the sole and exclusive right to receive the Proceeds, including any dividends in kind (*Sachausschüttungen*) and to apply such Proceeds in accordance with Clause 7.6 (Enforcement of the Pledges) below.

5.3 If such Proceeds are received by the Pledgor after the occurrence of an Event of Default, the Proceeds shall be received by the Pledgor as trustee for the benefit of the Pledgee and shall be segregated from other property or funds of the Pledgor and shall be forthwith delivered to the Pledgee for the benefit of the Pledgee in the form so received (with any necessary endorsement). However, any distributions (including but not limited to dividends and profit shares) paid or payable in cash in respect of the Shares in connection with the partial or total liquidation or dissolution or in connection with the reduction of capital, capital surplus or paid-in surplus, cash paid, payable or otherwise distributed in redemption of, or in exchange for the Shares shall serve as an additional collateral for the Pledgee even prior to an Event of Default. To the extent that such assets are not or cease to be encumbered by the Pledges the Pledgor undertakes (subject to any obligations under the Existing Share Pledge) to create security (*Sicherheiten*) over such assets in favour of the Pledgee to be held as security for the security purpose pursuant to Clause 4.

6. **Exercise of Membership Rights**

6.1 The Pledgee shall not be entitled to exercise any of the Pledgor's voting rights pertaining to the Shares, irrespective of whether an Event of Enforcement has occurred.

6.2 The Pledgor shall, at all times until the release of the Pledges, exercise its membership rights, including its voting rights, in good faith to ensure that the validity, legality and enforceability of the Pledges and the existence or value of all or part of the Shares are not in any way adversely affected, other than through Proceeds pursuant to Clause 5.1 above and that no Event of Enforcement occurs as a result thereof. The Pledgor undertakes that no resolutions will be passed which are reasonably likely to adversely affect the value of the Shares or the validity, legality or enforceability of the Pledges without the prior written consent of the Pledgee.

6.3 The Pledgor shall, upon the occurrence of an Event of Default which is continuing, have the obligations and the Pledgee shall have the rights set forth in Clause 9.3 below, regardless of which resolutions are intended to be adopted. However (subject to any obligations under the Existing Share Pledge), until full and final satisfaction of the Secured Obligations or the release of the Pledges, as the case may be, the Pledgor shall not, without the prior written consent of the Pledgee, which has to be requested in writing at least 4 (four) weeks in advance, make material decisions (*Grundlagenentscheidungen*) which negatively affect the validity or enforceability of the Pledges or lead to the demise of the Pledged Items (e.g. liquidation, transformation (*Umwandlung*), capital decrease or increase (*Kapitalherabsetzung oder – erhöhung*), changes in the shareholders structure (*Veränderungen im Gesellschafterbestand*)).

7. Enforcement of the Pledges

7.1 The Pledgee shall at any time after the prerequisites with regard to an enforcement of the Pledges (*Pfandreife*) under sections 1273, 1204 et seq. BGB are met, in particular, if any of the Secured Obligations has become due and payable (*fällig*) and has not been paid, in order to enforce the Pledges (or any of them), the Pledgee may at any time thereafter avail itself of all rights and remedies that a pledgee (*Pfandgläubiger*) has under the laws of the Federal Republic of Germany.

7.2 If the Pledgee seeks to enforce the Pledges, the Pledgor and the Company shall, at their own expense, render forthwith all necessary assistance in order to facilitate the prompt enforcement of the Pledges or any part thereof or the exercise by the Pledgee of any other right it may have as a pledgee in particular the Pledgor and the Company shall provide any perspective bidder in relation to the shares of the Company with all necessary information about the Company which such bidder may require for conducting a proper Due Diligence in respect of the Company.

7.3 The Pledgee is entitled:

7.3.1 notwithstanding § 1277 sub-section 1 BGB, without an enforceable title (*vollstreckbarer Titel*), an enforcement notice (*Vollstreckungsankündigung*)(other than the notice pursuant to clause 7.4 below) or court proceedings (*gerichtliches Verfahren*) to enforce the Pledges, in particular by way of a public auction (*öffentliche Versteigerung*) at any place in the Federal Republic of Germany, or if the items subject to the Pledges have market or a stock exchange price (*Markt- oder Börsenpreis*) by way of a private sale (*freihändiger Verkauf*) for the current price to third parties or the Pledgees themselves, whereby there shall be no requirement for a prior notice before the public auction or the private sale;

7.3.2 if the items subject to the Pledges have market or a stock exchange price (*Markt- oder Börsenpreis*) to declare pursuant to § 1259 BGB that the ownership (*Eigentum oder Inhaberschaft*) of the items subject to the Pledges shall pass entirely or partially to the Pledgee;

7.3.3 to enforce the items subject to the Pledges, if they constitute monetary claims, by collecting them (*Einziehung*);

7.3.4 to realise the items subject to the Pledges entirely or partially by way of court ordered garnishment with subsequent enforcement order (*vollstreckungsrechtliche Pfändung mit anschließender gerichtlicher Verwertungsandrohung*) pursuant to §§ 844, 857 paragraph 2 of the German Civil Procedure Code (ZPO), in particular by way of a court order for a private sale (*freihändiger Verkauf*) or a court order ordering the transfer of the items subject to the Pledges to the Pledgee;

7.3.5 to demand from the Pledgor and the Company the hand-over of any documents which might be necessary for the enforcement of the Pledges, and

7.3.6 to the extent permitted by law to make any further acts and declarations which are necessary or advisable for the enforcement of the Pledges.

7.4 The Pledgor hereby expressly agrees that five (5) German bank business days' prior written notice to the Pledgor of the place and time of any such public auction or private sale shall be sufficient. Prior notice shall not be required if (i) the Pledgor has generally ceased to effect payments (*Zahlungseinstellung*) or definitely refused to make payments or (ii) the Pledgor or any third party has filed for the commencement of insolvency proceedings or similar proceedings in the relevant jurisdiction with respect to the Pledgor and/or the Company or (iii) insolvency proceedings or similar proceedings in the relevant jurisdiction have been opened against the Pledgor and/or the Company. The Pledgee is not obliged to submit to the Pledgor any additional notice of the anticipated sale of the Shares or any part thereof prior to such sale (including, without limitation, the notices set out under Section 1234 of the German Civil Code (*BGB*)). The public auction or the private sale may take place at any place in the Federal Republic of Germany designated by the Pledgee.

7.5 If the Pledgee should seek to enforce the Pledges pursuant to, and in accordance with this Clause 7 (Enforcement of the Pledges), the Pledgor and the Company shall, at their own expense, render forthwith all necessary assistance in order to facilitate the prompt sale of the Shares or any part thereof and/or the exercise by the Pledgee of any other right it may have as Pledgee.

7.6 Following an Event of Default which is continuing, all subsequent dividend payments and all payments based on similar ancillary rights attributed to the Shares may be applied by the Pledgee in satisfaction in whole or in part of the Secured Obligations or treated as additional collateral.

7.7 The Pledgee may, in its sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations. In particular, the Pledgee shall not be obligated to exploit any other collateral granted to it prior to realization of the Pledges. In addition, the Pledgee shall be entitled (waiving any and all rights of the Pledgor pursuant to Section 1230 sentence 2 of the German Civil Code (*BGB*)) to enforce all of the Pledges uno actu by way of a single public auction (*Gesamtversteigerung*). Waiving Section 1230 sentence 2 of the German Civil Code (*BGB*), the Pledgee is entitled to enforce more Pledges than are required to satisfy the Secured Obligations. The Pledgee shall in its sole economically reasonable discretion determine whether it enforces the Pledges separately or by way of enforcement of all of the Pledges by acceptance of a single tender (or in any other way permitted under the laws of the Federal Republic of Germany), taking into account the legitimate interests of the Pledgor.

7.8 The Pledgor hereby expressly waives all defenses of revocation (rights to claim the voidability of the underlying debt) (*Einrede der Anfechtbarkeit*) and set-off (rights to claim the possibility to set off counterclaims against the underlying debt) (*Einrede der Aufrechenbarkeit*) pursuant to Sections 770, 1211 of the German Civil Code (BGB). This waiver shall not apply to a set-off with counterclaims which are (i) uncontested (*unbestritten*) or (ii) based on an unappealable court decision (*rechtskräftig festgestellt*).

8. Negative Undertakings of the Pledgor

The Pledgor undertakes:

8.1 subject to any obligations under the Existing Share Pledge, not to take, or participate in, any action which results or might result in the Pledgor's loss of ownership of all or part of the Shares, the Shares ceasing to exist or being encumbered or which might impede the value of the Shares in a material way and/or any other transaction which would have the same result as a sale, transfer, encumbrance or other disposal of the Shares or the Pledgor's rights to the Proceeds or which would for any other reason be inconsistent with the security interest of the Pledgee or the security purpose (as described in Clause 4 (Security Purpose) hereof) or defeat, impair or circumvent the rights of the Pledgee hereunder except as permitted by the Pledgee by prior written consent;

8.2 not to create or agree or permit to exist (in favor of any person other than the Pledgee), any Lien over the whole or any part of the Shares or agree to do so (other than the Existing Share Pledge and Pledges created hereunder), except as permitted by the Pledgee by prior written consent;

8.3 not to assign, transfer, encumber or otherwise effect dispositions of (*verfügen über*) the items pledged by the Pledges (or any part thereof) or offer to do so, without prior consent of the Pledgee except for the dispositions effected hereunder or the Existing Share Pledge; and

8.4 not to substantially amend the articles of association of the Company to the extent that such amendment adversely affects (in the reasonable opinion of the Pledgee) the security interest of the Pledgee created hereunder without the prior written consent of the Pledgee.

9. *Positive Undertakings of the Pledgor*

The Pledgor undertakes:

9.1 to promptly effect any payments to be made in respect of the Shares, in particular without limitation (i) payments in respect of Section 272 para 2 of the German Commercial Code (*Handelsgesetzbuch*), (ii) any additional payments (*Agio*) to which it may become obligated in connection with the issuance of any Future Shares and (iii) any additional contributions (*Nachschuss*) to which it may become obligated;

9.2 to promptly notify the Pledgee in writing of any substantial change in its shareholding in or capital of the Company or any Lien over the Shares (or part of them). In particular, the Pledgor shall without undue delay notify the Pledgee in writing of any attachment (*Pfändung*) in respect of any of the Shares, such notification to be accompanied by any documents the Pledgee needs to defend itself against the attachment and/or any claim of a third party, including, without limitation, a copy of the attachment order (*Pfändungsbeschluss*), and all other documents which are reasonably requested by the Pledgee. In addition, the Pledgor shall inform the attaching creditor of the existence of this Agreement;

9.3 to promptly inform the Pledgee in writing of all matters concerning the Company of which the Pledgor is aware which might have an adverse effect on the security interest of the Pledgee created hereunder. In particular, the Pledgor shall notify the Pledgee in writing forthwith of any shareholder meeting at which a shareholder resolution is intended to be adopted which might have an adverse effect upon any of the Pledges. Following the occurrence of an Event of Default which is continuing, the Pledgee or, as the case may be, its proxy or any other person designated by the Pledgee for such purpose, shall be entitled to participate in all such shareholder meetings of the Company as attendant without power to vote. The Pledgee's right to attend the shareholder meetings shall lapse immediately upon the release of all of the Pledges in accordance with Clause 12 (Release) hereof;

9.4 in the event of any increase in the capital of the Company, not to allow, without the prior written consent of the Pledgee any other party except for the Pledgee to subscribe to newly created shares (*neu geschaffenen Geschäftsanteile*) in the Company if such subscription were to result in a decrease of the Pledgor's shareholdings below the proportion currently held by the Pledgor, and not to defeat, impair or circumvent in any way the rights of the Pledgee created hereunder;

9.5 to promptly (*unverzüglich*) make available all documents and perform all acts requested by the Pledgees in order to perfect and secure the Pledges and to facilitate their realisation;

9.6 to promptly (*unverzüglich*) notify the Pledgee if any of the Shares is affected by or subject to an objection (*Widerspruch*) raised by any person against the registration of the Pledgor as shareholder in the Company's list of shareholders filed with the competent commercial register;

9.7 to procure that the Company will not sell, assign, transfer or otherwise dispose of any material assets (including their shares in any subsidiary company they are holding); and

9.8 to procure that the subsidiaries of the Company will not sell, assign, transfer or otherwise dispose of any of their material assets.

10. Representations and Warranties

The Pledgor hereby represents and warrants to the Pledgee by way of an independent guarantee (*selbständiges Garantieversprechen*) within the meaning of section 311 BGB the following:

10.1 Shares

10.1.1 All statements in Clause 2 (Current Shares) hereof are true and correct.

10.1.2 The Current Shares are validly issued, fully paid up and not repaid, and there is no obligation to make any additional contributions.

10.1.3 All circumstances and facts capable of being entered into the Commercial Register (*Handelsregister*) have been entered into the Commercial Register (*Handelsregister*) of the Company, and, in particular, no shareholder resolutions regarding changes in the Company's articles of association have been passed which are not entered into the Commercial Register (*Handelsregister*) other than in each case matters of which the Pledgee is aware and has consented to in writing.

10.1.4 There are no silent partnership agreements, domination agreements, profit and loss pooling agreements or similar arrangements in place between any Company and any third party by which the third party is, in particular, entitled to participate in or receive any of the profits or revenues of the Company.

10.1.5 In relation to the Company, there are no share options outstanding nor is there any other agreement by virtue of which any person is entitled to have issued or transferred to it any share, option, warrant or other interest of whatever nature.

10.1.6 Under in rem aspects (*dinglich*) and prior to any enforcement of the Existing Share Pledge, the Pledgor is entitled to effect dispositions of (*verfügen über*) the assets subject to the Pledges.

10.1.7 The pledgee under the Existing Share Pledge has consented to the Pledgor and the Company entering into this Agreement.

10.2 Title and Authority

10.2.1 The Pledgor is the sole legal and beneficial owner of the Current Shares, free of any Liens, charges and restrictions on pledge or transfer (other than the Pledges created hereunder and the Existing Share Pledge).

10.2.2 The Pledgor and the Company have all requisite legal corporate power and authority to enter into this Agreement, to grant the Pledges and to execute and perform its obligations in accordance with the terms hereof, without the consent or approval of any other person.

10.3 Due Execution

The execution and performance hereof, do not and will not (i) violate any provision of law or the articles of association of the Pledgor or the Company, or any order of any court or any rule, regulation or order of any governmental agency, authority, instrumentality or regulatory body to which the Pledgor and/or the Company are bound, (ii) violate any provision of any agreement or other instrument to which the Pledgor or the Company are bound, (iii) be in conflict with, result in a breach of or constitute (with notice or lapse of time or both) a default under any such agreement or other instrument, or (iv) result in the creation or imposition of any Lien upon any property or assets of the Pledgor or the Company, except for Liens created hereby.

10.4 Absence of Consent Requirement

No consents, licenses, approvals or authorizations of, registrations with or declarations to any governmental authority are required in connection with the execution and performance hereof.

10.5 Validity and Enforceability of the Pledgor's Obligations

The obligations of the Pledgor hereunder are legal, valid, binding and enforceable in accordance with their terms.

10.6 Validity and Enforceability of the Pledges

The Pledges constitute legal, valid and binding pledges under the laws of the Federal Republic of Germany in the Shares and the Proceeds, enforceable against the Pledgor and third parties (subject to the Existing Share Pledge) in accordance with the terms hereof and in particular without enforceable judgment (*vollstreckbarer Titel*).

10.7 Priority of Pledges

The Pledges constitute second ranking pledges (*zweitrangige Pfandrechte*) ranking behind the Existing Share Pledge.

10.8 Absence of Insolvency

Neither the Pledgor nor the Company or any of their respective subsidiaries are in a state of insolvency (*Zahlungsunfähigkeit*) or over-indebtedness (*Überschuldung*) pursuant to the German Insolvency Code (*Insolvenzordnung*) or the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*), or other similar laws and regulations of non-German jurisdictions as may be applicable to any such person. Neither the Pledgor nor the Company are subject to any composition or insolvency proceedings.

11. Further Assurance

11.1 The Pledgor shall at its own expense do all such things as the Pledgee may reasonably require to perfect or protect the security intended to be created hereby or any part thereof, or to facilitate the realization of the Shares or any part thereof; or to facilitate the exercise by the Pledgee of any of the rights, powers, authorities and discretions vested in it. The Pledgor hereby authorizes the Pledgee to take any such action on behalf of the Pledgor and releases the Pledgee from the restrictions set forth in Section 181 of the German Civil Code (*BGB*).

11.2 In the event that the number and/or denomination of the Shares or the stated share capital of the Company is inaccurate or incomplete and as a result a security interest has not been properly created over the Shares, the Pledgor shall at its own expense do all such things as the Pledgee may require to cure any defects. If such defects render this Agreement invalid or otherwise affect the perfection or enforceability of the security interest created or purported to be created hereby, the Parties hereto shall execute a new notarial share pledge agreement at terms equivalent to this Agreement.

12. Release

12.1 Upon the full, complete and irrevocable satisfaction of the Secured Obligations, the Pledgee will as soon as reasonably practical upon the request of the Pledgor confirm the release of the Pledges (*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the parties are aware that upon full, complete and irrevocable satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorietät*), cease to exist by operation of German mandatory law.

12.2 At any time when the total realizable value of the aggregate security granted by the Pledgor and any other party to secure the Secured Obligations (the "**Security**") which can be expected to be realized in the event of an enforcement of the Security (*realisierbarer Wert*) exceeds 110% of the Secured Obligations (the "**Limit**") not only temporarily, the Pledgee shall on demand of the Pledgor release such part of the Security (*Sicherheitenfreigabe*) as the Pledgee may in its reasonable discretion determine so as to reduce the realizable value of the Security to the Limit.

12.3 The Pledgor shall demonstrate to the Pledgee that the requirements for the release of security within the meaning of Clause 12.2 have been met by presenting relevant evidence and statements. This evidence shall be produced to the Pledgee in writing together with the release request (*Freigabeverlangen*). The Pledgee will examine the documents presented in order to determine whether the release request of the Pledgor is justified. As a result of this examination and in accordance with the applicable principles of German law, the Pledgee will release (i) an appropriate part of the Security, at the expense of the Pledgor and without any representations or warranties, or (ii) other security interests created for its benefit to secure the Secured Obligations.

13. Indemnity

13.1 The Pledgee shall not be liable for any loss or damage suffered by the Pledgor in connection herewith other than in respect of such loss or damage which is suffered as a result of gross negligence or wilful misconduct of the Pledgee, or resulting from injury to life or health.

13.2 The Pledgor shall indemnify the Pledgee and keep the Pledgee and any attorney, manager, agent, officer, director, representative or other person appointed by the Pledgee in connection with this Agreement (the "**Indemnified Parties**") indemnified against any and all damages, losses, actions, claims, expenses, demands and liabilities incurred by or made against the Pledgee and/or each of the other Indemnified Parties for anything done or omitted by the Pledgee in the exercise or purported exercise of the powers contained herein and occasioned by any breach of the Pledgor of any of its obligations or undertakings herein contained other than to the extent that such damages, losses, actions, claims, expenses, demands and liabilities are incurred or made against an Indemnified Party as a result of the wilful misconduct or gross negligence of that Indemnified Party.

14. Duration and Independence

14.1 This Agreement shall remain in full force and effect until the Secured Obligations have been fully indefeasibly paid in full and discharged. The Pledges and corresponding rights shall not cease to exist in full if any payments made in satisfaction of the obligations have only temporarily and/or partly discharged the obligations. If all Secured Obligations have been fully indefeasibly paid in full and discharged during the term of the Loan Agreement and, as a matter of German law (*Akzessorietät*), the Pledges have ceased to have effect as a consequence, the Parties shall be obliged to create again the Pledges on the terms and conditions of this Agreement, if due to another draw-down or request for extension of credit or comparable mechanism by the Pledgor under any financing document concluded with the Pledgee, as applicable or otherwise, again secured obligations are created.

14.2 This Agreement shall create a continuing security interest in the Shares and no change or amendment whatsoever in the Loan

Agreement or in any document or agreement related thereto shall affect the validity or the scope of neither this Agreement nor the obligations which are imposed on the Pledgor pursuant to it.

14.3 The Pledges according to this Agreement are in addition to and independent of any other security interest or guarantee provided by the Pledgor or third parties to the Pledgee in respect of the Secured Obligations under the Loan Agreement. None of such other security interests shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement.

15. Costs and Expenses

15.1 Unless agreed otherwise in the Loan Agreement, all costs, charges, fees (including, without limitations, legal fees and notarial fees) and expenses incurred in connection with the preparation, and execution, performance and amendment of this Agreement shall be borne by the Pledgor, in each case with any applicable value added tax or other taxes.

15.2 Unless agreed otherwise in the Loan Agreement, the Pledgor shall in particular without undue delay pay to the Pledgee upon demand costs and expenses that Pledgee may incur in connection with (i) the preparation, execution, performance and amendment of this Agreement, (ii) the administration of this Agreement, (iii) the realization upon, any part of the Shares, (iv) the exercise or enforcement of any of the rights of the Pledgee hereunder (including fees for legal advice), or any preservation rights or (v) the failure by the Pledgor to perform or observe any of the provisions hereof, and such expenses shall be Secured Obligations.

15.3 Any payment under this Agreement is to be made free and clear of any taxes or duties or other charges provided that if the Pledgor is prevented by law from making such payments free and clear of deductions or withholdings, the payment due shall be increased accordingly.

16. Partial Invalidity; Waiver

16.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission (*Vertragslücke*) shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission (*Vertragslücke*) shall be deemed replaced by the Parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, unenforceable or omitted provision.

16.2 No forbearance or failure to exercise, nor any delay, of either Party in exercising any right, power or remedy hereunder shall be deemed to be a waiver of such right, power or remedy, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further or other exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law. Every right, power or remedy shall continue in full force and effect until such right, power or remedy is specially waived by the respective Party by an instrument in writing.

17. Amendments

Changes and amendments to this Agreement shall be made in writing and signed by both parties to this Agreement, unless notarial form by operation of applicable law is required. This also applies to this Clause 17 (Amendments).

18. Process Agent

The Pledgor hereby irrevocably appoints the Company as process agent (*Zustellungsbevollmächtigter*) to accept service of process in connection with this Agreement. The Company accepts such appointment.

19. Notices and their Language

19.1 Any notice or other communication under or in connection with this Agreement shall be made in writing and shall be delivered either personally or by letter, telefax or email to:

In case of the Pledgee, to:

KLARNA AB (PUBL)
Sveavägen 46
111 34 Stockholm
Sweden,
FAO: General Counsel, Klarna Legal Department
With a copy to: legal.corporate@klarna.com, [REDACTED]

19.2 In the case of the Pledgor and the Company, to:

Wonga Group Ltd.
Greater London House,
Hampstead Road, 4th Floor,
London NW1 7EJ
UK
FAO: Elaine Johnson
E-mail: [REDACTED]

<u>with a copy to</u>:

Squire Patton Boggs (UK) LLP
FAO: Andrew Knight
7 Devonshire Square
London
EC2M 4YH
England
E-mail: [REDACTED]

or to such other address as the recipient may notify or may have notified to the other party in writing.

19.3 Any notice or other communication under or in connection with this Agreement shall be in the English language unless required differently by law or provided herein and, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

20. Governing Law and Place of Jurisdiction

20.1 This Agreement shall be governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

20.2 The place of jurisdiction for any and all claims or disputes arising under or in connection with this Agreement shall be the district court (*Landgericht*) in Düsseldorf, Federal Republic of Germany. The Pledgee shall, however, also be entitled to take legal action against the Pledgor before any other competent court of law having jurisdiction over the Pledgor or any of its assets.

21. Confirmation

21.1 The Pledgor hereby notifies the Company of the Pledges. pursuant to section 1280 of the German Civil Code (BGB).

21.2 The Company hereby acknowledges the notice of the Pledges by countersigning this Agreement.

This Deed was read out to the persons appearing by the Notary, approved by the persons appearing and signed by the persons appearing and the Notary in their own hands as follows:

[REDACTED]

Beglaubigte Ablichtung DE PINNA NOTARIES

Anlage zur Urkunde
UR-Nr. 23/2017
des Notars Christian Steiner

SJRL/16545/01
L (Germany) x 1

Ich, Sebastian Jack Robert LABOVITCH, öffentlicher, durch königliche Ermächtigung gehörig zugelassener und vereidigter Notar in England und Wales, amtsansässig in der Stadt London,

BEGLAUBIGE HIERMIT

DIE am Fuße der hier angehefteten Vollmacht befindlichen, im Namen der Gesellschaft in Firma „WONGA GROUP LIMITED“ heute vor mir eigenhändig geleisteten Unterschriften der mir von Person bekannten Frau Tara Jane KNEAFSEY, einer irischen Staatsangehörigen, geboren am [REDACTED] Inhaberin des am [REDACTED] ausgestellten irischen Reisepasses Nummer [REDACTED] und des mir ebenfalls von Person bekannten Herrn William John FLYNN, eines britischen Staatsangehörigen, geboren am [REDACTED], Inhaber des am [REDACTED] ausgestellten britischen Reisepasses Nummer [REDACTED]

FERNER bescheinige ich, dass die vorgenannte Gesellschaft in Firma WONGA GROUP LIMITED (hiernach die „Gesellschaft“ genannt) eine unter der Nummer 5897177 ordnungsgemäß eingetragene und noch bestehende haftungsbeschränkte Gesellschaft englischen Rechts mit dem Sitz Greater London House, Hampstead Road, 4th Floor, London NW1 7EJ, England, ist;

DASS die besagten Frau Tara Jane KNEAFSEY und Herr William John FLYNN als eines der Vorstandsmitglieder bzw. der Gesellschaftssekretär dieser Gesellschaft eingetragen sind;

UND DASS die vorgenannten Frau Tara Jane KNEAFSEY und Herr William John FLYNN auf Grund eines am 23. November 2016 gefassten, mir in Kopie vorgelegten Beschlusses des Vorstandes der Gesellschaft befugt sind, die besagte Vollmacht im Namen der Gesellschaft zu unterzeichnen, und dass die so unterzeichnete Vollmacht gemäß englischer Rechtsform vollzogen worden und für die Gesellschaft rechtsverbindlich ist.

ZUM ZEUGNIS DESSEN habe ich meine Unterschrift und mein Amtssiegel hier beigefügt in London am heutigen 23. November im Jahre 2016.

[REDACTED]

Sebastian Jack Robert LABOVITCH
Notar in London, England

SCRIVENER NOTARIES

APOSTILLE (Convention de La Haye du 5 octobre 1961)			
1.	Country: Pays / País:	United Kingdom of Great Britain and Northern Ireland	
	This public document Le présent acte public / El presente documento público		
2.	Has been signed by a été signé par ha sido firmado por	Sebastian J R Labovitch	
3.	Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public	
4.	Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public	
	Certified Attesté / Certificado		
5.	at à / en	London	6. the le / el día 23 November 2016
7.	by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs	
8.	Number sous no / bajo el numero	APO-90562	
9.	Seal / stamp Sceau / timbre Sello / timbre		10. Signature Signature Firma D. O'Sullivan [REDACTED]

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

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To bo notarised / apostilled and attached to notarial confirmation of representation.

VOLLMACHT

Wonga Group Limited
Registrar for Companies of England and Wales
Company no. 5897177
Greater London House
Hampstead Road, 4th Floor
London NW1 7EJ
United Kingdom

- Vollmachtgeberin -

POWER OF ATTORNEY

Wonga Group Limited
Registrar for Companies of England and Wales
Company no. 5897177
Greater London House
Hampstead Road, 4th Floor
London NW1 7EJ
United Kingdom

- Principal -

bevollmächtigt, jeweils einzeln,

Markus Schmucker,
Siemer Krümpelmann,
Michael Langer,
Volker Herrmann,
Yesim Akbaba
jeweils geschäftsansässig

[REDACTED]

- Bevollmächtigter-

hereby authorises, each individually

Markus Schmucker,
Siemer Krümpelmann,
Michael Langer,
Volker Herrmann,
Yesim Akbaba
each with business address

[REDACTED]

-Attorney-in-fact-

die Vollmachtgeberin im Zusammenhang mit einer Verpfändung ihrer Geschäftsanteile an Billpay GmbH, registriert im Handelsregister beim Amtsgericht Charlottenburg unter HRB 122029 B, mit eingetragenem Geschäftssitz Zinnowitzer Straße 1 in 10115 Berlin, im Rahmen einer Finanzierung für die Vollmachtgeberin durch Klarna AB zu vertreten.

to represent the Principal in connection with a pledge over its shares in Billpay GmbH, a company incorporated in Germany, registered with the commercial register at the local court of Charlottenburg under registration number HRB 122029 B and whose registered office is at Zinnowitzer Straße 1 in 10115 Berlin, Germany in the course of financing facilities granted to the Principal by Klarna AB.

1 Der Bevollmächtigte ist ermächtigt,

(a) sämtliche Erklärungen, einschließlich der Unterzeichnung notarieller Urkunden in Bezug auf die Verpfändung, Aufhebung, Übertragung oder Löschung von Pfandrechten an Geschäftsanteilen abzugeben,

(b) sämtliche damit im Zusammenhang stehende Erklärungen, Dokumente oder Urkunden abzugeben, zu unterzeichnen

1 The Attorney-in-fact is authorised to

(a) make all declarations including the execution of notarial deeds in relation to the creation, release, assignment, deletion of pledges over shares,

(b) execute any related deeds or documents or make declarations or to approve any such declarations, deeds or documents executed or delivered without authorisation

	oder deren vollmachtslose Abgabe oder Unterzeichnung zu genehmigen.		
	Der Bevollmächtigte ist berechtigt, alle Erklärungen abzugeben und entgegenzunehmen und alle Handlungen vorzunehmen, die im Zusammenhang mit den vorstehenden Angelegenheiten erforderlich sind oder dem Bevollmächtigten zweckmäßig erscheinen, einschließlich der Genehmigung von Erklärungen und Erklärungen, welche vor einem Notar oder gegenüber einer Behörde abzugeben sind.	2	The Attorney-in-fact is entitled to make and accept all declarations and take all measures which he considers to be necessary or appropriate in connection with the aforementioned matters, including the approval of declarations and declarations to be made before a notary or vis-a-vis any governmental authority.
3	Die Vollmachtgeberin hält den Bevollmächtigten von allen Ansprüchen frei, die gegen ihn im Rahmen oder im Zusammenhang mit der Ausübung der Vertretungsmacht nach dieser Vollmacht geltend gemacht werden, ausgenommen grob fahrlässige, betrügerische oder vorsätzliche Handlungen oder vorsätzliche Unterlassungen des Bevollmächtigten.	3	The Principal indemnifies the Attorney-in-fact against all claims arising out of or in connection with exercising the authority granted through this power of attorney, save for acts of fraud, gross negligence, or wilful default or misconduct of the Attorney.
4	Untervollmacht kann erteilt werden.	4	The Attorney-in-fact may delegate substitute powers of attorney.
5	Der Bevollmächtigte ist von der Beschränkung der Mehrfachvertretung gemäß § 181 BGB befreit.	5	The Attorney-in-fact is exempted from the restriction of multiple representations set out in Section 181 of the German Civil Code.
6	Diese Vollmacht erlischt mit Ablauf des 30. November 2017.	6	This Power of Attorney shall expire at the end of the day 30 November 2017.
7	Diese Vollmacht unterliegt deutschem Recht.	7	This power of attorney is governed by German law.
8	Im Falle eines Widerspruchs zwischen der deutschsprachigen Fassung und der englischsprachigen Fassung ist der deutsche Text ausschlaggebend.	8	In the event of conflict between the German version and the English version hereof, the German text shall prevail.

London, 23rd November 2016

[REDACTED]

Hiermit beglaubige ich die Übereinstimmung der vorstehenden Abschrift mit der mir vorgelegten Urschrift.	I hereby certify that the above copy is a true copy of the Original which has been produced to me.

Christian Steiner · Notar in Berlin ·

Berlin, 1. Februar 2017 [REDACTED]

Notar / notary

Beglaubigte Ablichtung

Anlage zur Urkunde
UR-Nr. 23/2017
des Notars Christian Stenner

UNTER-VOLLMACHT

Ich, Markus Schmucker, bevollmächtigt kraft beigefügter Vollmacht vom 23. November 2016 von

Wonga Group Limited

Registrar for Companies of England and Wales

Company no. 5897177

Greater London House

Hampstead Road, 4th Floor

London NW1 7EJ

United Kingdom

- Vollmachtgeberin -

bevollmächtigte hiermit im Namen der Vollmachtgeberin

Herrn Alejandro Alvarez

geb. am [REDACTED]

geschäftsansässig

[REDACTED]

- Unter-Bevollmächtigter-

die Vollmachtgeberin im Zusammenhang mit einer Verpfändung ihrer Geschäftsanteile an Billpay GmbH, registriert im Handelsregister beim Amtsgericht Charlottenburg unter HRB 122029 B, mit eingetragenem Geschäftssitz Zinnowitzer Straße 1 in 10115 Berlin, im Rahmen einer Finanzierung für die Vollmachtgeberin durch Klarna AB zu vertreten.

1 Der Unter-Bevollmächtigte ist ermächtigt,

(a) sämtliche Erklärungen, einschließlich der Unterzeichnung notarieller Urkunden in Bezug auf die Verpfändung, Aufhebung, Übertragung oder Löschung von Pfandrechten an Geschäftsanteilen abzugeben,

(b) sämtliche damit im Zusammenhang stehende Erklärungen, Dokumente oder Urkunden abzugeben, zu unterzeichnen oder deren vollmachtslose Abgabe oder Unterzeichnung zu genehmigen.

2 Der Unter-Bevollmächtigte ist berechtigt, alle Erklärungen abzugeben und entgegenzunehmen und alle Handlungen vorzunehmen, die im Zusammenhang mit den

SUB-POWER OF ATTORNEY

I, Markus Schmucker, authorised by virtue of the power of attorney dated 23 November 2016, which is attached hereto, by

Wonga Group Limited

Registrar for Companies of England and Wales

Company no. 5897177

Greater London House

Hampstead Road, 4th Floor

London NW1 7EJ

United Kingdom

- Principal -

hereby authorise on behalf of the Principal

Mr. Alejandro Alvarez

born on [REDACTED]

business address

[REDACTED]

-Sub-Attorney-in-fact-

to represent the Principal in connection with a pledge over its shares in Billpay GmbH, a company incorporated in Germany, registered with the commercial register at the local court of Charlottenburg under registration number HRB 122029 B and whose registered office is at Zinnowitzer Straße 1 in 10115 Berlin, Germany in the course of financing facilities granted to the Principal by Klarna AB.

1 The Sub-Attorney-in-fact is authorised to

(a) make all declarations including the execution of notarial deeds in relation to the creation, release, assignment, deletion of pledges over shares,

(b) execute any related deeds or documents or make declarations or to approve any such declarations, deeds or documents executed or delivered without authorisation

2 The Sub-Attorney-in-fact is entitled to make and accept all declarations and take all measures which he considers to be necessary or appropriate in connection with the

vorstehenden Angelegenheiten erforderlich sind oder dem Unter-Bevollmächtigten zweckmäßig erscheinen, einschließlich der Genehmigung von Erklärungen und Erklärungen, welche vor einem Notar oder gegenüber einer Behörde abzugeben sind.

aforementioned matters, including the approval of declarations and declarations to be made before a notary or vis-a-vis any governmental authority.

3 Die Vollmachtgeberin hält den Unter-Bevollmächtigten von allen Ansprüchen frei, die gegen ihn im Rahmen oder im Zusammenhang mit der Ausübung der Vertretungsmacht nach dieser Untervollmacht geltend gemacht werden, ausgenommen grob fahrlässige, betrügerische oder vorsätzliche Handlungen oder vorsätzliche Unterlassungen des Unter-Bevollmächtigten.

3 The Principal indemnifies the Sub-Attorney-in-fact against all claims arising out of or in connection with exercising the authority granted through this Sub-Power of attorney, save for acts of fraud, gross negligence, or wilful default or misconduct of the Sub-Attorney-in-fact.

4 Diese Untervollmacht darf nur vor dem diese Untervollmacht beglaubigenden Notar gebraucht werden.

4 This Sub-Power of Attorney may only be used before the notary notarising this Sub-Power of attorney.

5 Der Bevollmächtigte ist von der Beschränkung der Mehrfachvertretung gemäß § 181 BGB befreit.

5 The Attorney-in-fact is exempted from the restriction of multiple representations set out in *Section 181 of the German Civil Code.*

6 Diese Untervollmacht erlischt mit Ablauf des 30. November 2017.

6 This Sub-Power of Attorney shall expire at the end of the day 30 November 2017.

7 Diese Untervollmacht unterliegt deutschem Recht.

7 This Sub-Power of Attorney is governed by German law.

8 Im Falle eines Widerspruchs zwischen der deutschsprachigen Fassung und der englischsprachigen Fassung ist der deutsche Text ausschlaggebend.

8 In the event of conflict between the German version and the English version hereof, the German text shall prevail.

Berlin, 26. Januar 2017

[REDACTED]

Urkundenrolle Nr. 60 /2017

Notar Christian Stenner
Fasanenstraße 77, 10623 Berlin

Die umseitige vor mir vollzogene Unterschrift

> des Herrn Markus S c h m u c k e r,
> geboren am
> geschäftsansässig [REDACTED]
> mir persönlich bekannt,

beglaubige ich hiermit.

Ich habe vor Unterschriftsleistung das Mitwirkungsverbot gemäß § 3 Absatz 1 Nr. 7 BeurkG erläutert. Meine Frage, ob eine Vorbefassung im Sinne dieser Vorschrift vorliegt, wurde verneint.

Herr Markus Schmucker handelt nicht für sich persönlich, sondern als bevollmächtigter Vertreter der

> **Wonga Group Limited**
> Registrar for Companies of England and Wales
> Company no. 5897177
> Greater London House
> Hampstead Road, 4th Floor, London NW1 7EJ,
> United Kingdom,

unter Bezugnahme auf die Vollmacht vom 23. November 2016, die im Original vorlag und von der eine beglaubigte Ablichtung als Anlage beigefügt wird.

Die wörtliche Übereinstimmung der anliegenden Ablichtung mit dem mir vorliegenden Original der Vollmacht wird hiermit beglaubigt.

Berlin, 26. Januar 2017

[REDACTED]
Notar

DE PINNA
NOTARIES

Beglaubigte Ablichtung

SJRL/16545/01
L (Germany) x 1

Ich, Sebastian Jack Robert LABOVITCH, öffentlicher, durch königliche *Ermächtigung gehörig zugelassener und vereidigter Notar in England und Wales,* amtsansässig in der Stadt London,

BEGLAUBIGE HIERMIT

DIE am Fuße der hier angehefteten Vollmacht befindlichen, im Namen der Gesellschaft in Firma „WONGA GROUP LIMITED" heute vor mir eigenhändig geleisteten Unterschriften der mir von Person bekannten Frau Tara Jane KNEAFSEY, einer irischen Staatsangehörigen, geboren am [REDACTED] Inhaberin des am [REDACTED] ausgestellten irischen Reisepasses Nummer [REDACTED] und des mir ebenfalls von Person bekannten Herrn William John FLYNN, eines britischen Staatsangehörigen, geboren am [REDACTED], Inhaber des am [REDACTED] ausgestellten britischen Reisepasses Nummer [REDACTED]

FERNER bescheinige ich, dass die vorgenannte Gesellschaft in Firma WONGA GROUP LIMITED (hiernach die „Gesellschaft" genannt) eine unter der Nummer 5897177 ordnungsgemäß eingetragene und noch bestehende haftungsbeschränkte Gesellschaft englischen Rechts mit dem Sitz Greater London House, Hampstead Road, 4th Floor, London NW1 7EJ, England, ist;

DASS die besagten Frau Tara Jane KNEAFSEY und Herr William John FLYNN als eines der Vorstandsmitglieder bzw. der Gesellschaftssekretär dieser Gesellschaft eingetragen sind;

UND DASS die vorgenannten Frau Tara Jane KNEAFSEY und Herr William John FLYNN auf Grund eines am 23. November 2016 gefassten, mir in Kopie vorgelegten Beschlusses des Vorstandes der Gesellschaft befugt sind, die besagte Vollmacht im Namen der Gesellschaft zu unterzeichnen, und dass die so unterzeichnete Vollmacht gemäß englischer Rechtsform vollzogen worden und für die Gesellschaft rechtsverbindlich ist.

ZUM ZEUGNIS DESSEN habe ich meine Unterschrift und mein Amtssiegel hier beigefügt in London am heutigen 23. November im Jahre 2016.

[REDACTED]

Sebastian Jack Robert LABOVITCH
Notar in London, England

SCRIVENER NOTARIES

APOSTILLE (Convention de La Haye du 5 octobre 1961)			
1. Country: Pays / País:	United Kingdom of Great Britain and Northern Ireland		
This public document Le présent acte public / El presente documento público			
2. Has been signed by a été signé par ha sido firmado por	Sebastian J R Labovitch		
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public		
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public		
Certified Attesté / Certificado			
5. at à / en	London	6. the le / el día	23 November 2016
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs		
8. Number sous no / bajo el número	APO-90562		
9. Seal / stamp Sceau / timbre Sello / timbre	FOREIGN AND COMMONWEALTH OFFICE LONDON	10. Signature Signature Firma	D. O'Sullivan [REDACTED]

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

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VOLLMACHT

Wonga Group Limited
Registrar for Companies of England and Wales
Company no. 5897177
Greater London House
Hampstead Road, 4th Floor
London NW1 7EJ
United Kingdom

- Vollmachtgeberin -

POWER OF ATTORNEY

Wonga Group Limited
Registrar for Companies of England and Wales
Company no. 5897177
Greater London House
Hampstead Road, 4th Floor
London NW1 7EJ
United Kingdom

- Principal -

bevollmächtigt, jeweils einzeln,

hereby authorises, each individually

Markus Schmucker,
Siemer Krümpelmann,
Michael Langer,
Volker Herrmann,
Yesim Akbaba
jeweils geschäftsansässig
[REDACTED]

- Bevollmächtigter-

Markus Schmucker,
Siemer Krümpelmann,
Michael Langer,
Volker Herrmann,
Yesim Akbaba
each with business address
[REDACTED]

-Attorney-in-fact-

die Vollmachtgeberin im Zusammenhang mit einer Verpfändung ihrer Geschäftsanteile an Billpay GmbH, registriert im Handelsregister beim Amtsgericht Charlottenburg unter HRB 122029 B, mit eingetragenem Geschäftssitz Zinnowitzer Straße 1 in 10115 Berlin, im Rahmen einer Finanzierung für die Vollmachtgeberin durch Klarna AB zu vertreten.

to represent the Principal in connection with a pledge over its shares in Billpay GmbH, a company incorporated in Germany, registered with the commercial register at the local court of Charlottenburg under registration number HRB 122029 B and whose registered office is at Zinnowitzer Straße 1 in 10115 Berlin, Germany in the course of financing facilities granted to the Principal by Klarna AB.

1 Der Bevollmächtigte ist ermächtigt,

(a) sämtliche Erklärungen, einschließlich der Unterzeichnung notarieller Urkunden in Bezug auf die Verpfändung, Aufhebung, Übertragung oder Löschung von Pfandrechten an Geschäftsanteilen abzugeben,

(b) sämtliche damit im Zusammenhang stehende Erklärungen, Dokumente oder Urkunden abzugeben, zu unterzeichnen

1 The Attorney-in-fact is authorised to

(a) make all declarations including the execution of notarial deeds in relation to the creation, release, assignment, deletion of pledges over shares,

(b) execute any related deeds or documents or make declarations or to approve any such declarations, deeds or documents executed or delivered without authorisation

	oder deren vollmachtslose Abgabe oder Unterzeichnung zu genehmigen.		
	Der Bevollmächtigte ist berechtigt, alle Erklärungen abzugeben und entgegenzunehmen und alle Handlungen vorzunehmen, die im Zusammenhang mit den vorstehenden Angelegenheiten erforderlich sind oder dem Bevollmächtigten zweckmäßig erscheinen, einschließlich der Genehmigung von Erklärungen und Erklärungen, welche vor einem Notar oder gegenüber einer Behörde abzugeben sind.	2	The Attorney-in-fact is entitled to make and accept all declarations and take all measures which he considers to be necessary or appropriate in connection with the aforementioned matters, including the approval of declarations and declarations to be made before a notary or vis-a-vis any governmental authority.
3	Die Vollmachtgeberin hält den Bevollmächtigten von allen Ansprüchen frei, die gegen ihn im Rahmen oder im Zusammenhang mit der Ausübung der Vertretungsmacht nach dieser Vollmacht geltend gemacht werden, ausgenommen grob fahrlässige, betrügerische oder vorsätzliche Handlungen oder vorsätzliche Unterlassungen des Bevollmächtigten.	3	The Principal indemnifies the Attorney-in-fact against all claims arising out of or in connection with exercising the authority granted through this power of attorney, save for acts of fraud, gross negligence, or wilful default or misconduct of the Attorney.
4	Untervollmacht kann erteilt werden.	4	The Attorney-in-fact may delegate substitute powers of attorney.
5	Der Bevollmächtigte ist von der Beschränkung der Mehrfachvertretung gemäß § 181 BGB befreit.	5	The Attorney-in-fact is exempted from the restriction of multiple representations set out in Section 181 of the German Civil Code.
6	Diese Vollmacht erlischt mit Ablauf des 30. November 2017.	6	This Power of Attorney shall expire at the end of the day 30 November 2017.
7	Diese Vollmacht unterliegt deutschem Recht.	7	This power of attorney is governed by German law.
8	Im Falle eines Widerspruchs zwischen der deutschsprachigen Fassung und der englischsprachigen Fassung ist der deutsche Text ausschlaggebend.	8	In the event of conflict between the German version and the English version hereof, the German text shall prevail.

London, 23rd November 2016

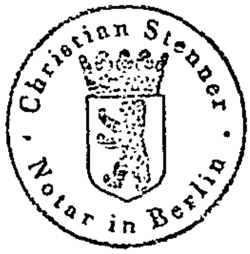
[REDACTED]

Hiermit beglaubige ich die Übereinstimmung der vorstehenden Abschrift mit der mir vorgelegten Urschrift.

I hereby certify that the above copy is a true copy of the Original which has been produced ~~to~~ me.

Berlin, 1. Februar 2017 [REDACTED]

Notar/~~Notary~~



Beglaubigte Ablichtung

Anlage zur Urkunde
UR-Nr. 83 / 2017
des Notars Christian Stenner

VOLLMACHT

Billpay GmbH, eingetragen beim Handelsregister Charlottenburg unter HRB 122029B, mit eingetragenem Geschäftssitz Zinnowitzer Str. 1, 10115 Berlin

- Vollmachtgeberin -

bevollmächtigt, jeweils einzeln,

Markus Schmucker,
Siemer Krümpelmann,
Volker Herrmann,
Mareike Lucht,
Yesim Akbaba

jeweils geschäftsansässig [REDACTED]
Berlin

- Bevollmächtigter-

die Vollmachtgeberin im Zusammenhang mit einer Verpfändung der Geschäftsanteile von Wonga Group Limited (die **Gesellschafterin**) an der Vollmachtgeberin im Rahmen einer Finanzierung der Klarna AB (PUBL) für die Gesellschafterin zu vertreten.

1 Der Bevollmächtigte ist ermächtigt,
   (a) sämtliche Erklärungen, einschließlich der Unterzeichnung notarieller Urkunden in Bezug auf die Verpfändung, Aufhebung, Übertragung oder Löschung von Pfandrechten an Geschäftsanteilen abzugeben,
   (b) sämtliche damit im Zusammenhang stehende Erklärungen, Dokumente oder Urkunden abzugeben, zu unterzeichnen oder deren vollmachtlose Abgabe oder Unterzeichnung zu genehmigen.

2 Der Bevollmächtigte ist berechtigt, alle Erklärungen abzugeben und entgegenzunehmen und alle Handlungen vorzunehmen, die im Zusammenhang mit den vorstehenden Angelegenheiten erforderlich sind oder dem Bevollmächtigten zweckmäßig erscheinen, einschließlich der Genehmigung von Erklärungen und Erklärungen, welche vor einem Notar oder gegenüber einer Behörde abzugeben sind.

3 Die Vollmachtgeberin hält den Bevollmächtigten von allen Ansprüchen frei, die gegen ihn im Rahmen oder im Zusammenhang mit der Ausübung der Vertretungsmacht geltend gemacht werden, ausgenommen grob fahrlässige, betrügerische oder vorsätzliche Handlungen oder vorsätzliche Unterlassungen des Bevollmächtigten.

4 Untervollmacht kann erteilt werden. Der Bevollmächtigte ist von der Beschränkung der Mehrfachvertretung gemäß § 181 BGB befreit.

6 Diese Vollmacht erlischt mit Ablauf des 30. November 2017.

7 Diese Vollmacht unterliegt deutschem Recht.

Berlin 23.11.2016 [REDACTED]

Ort, Datum Billpay GmbH

Urkundenrolle Nr. A 2704/2016

Die vorstehende, vor mir heute vollzogene Unterschrift des

Herrn Dr. Nelson Holzner,
geboren am ... , [REDACTED],
geschäftsansässig
von Person bekannt,

beglaubige ich hiermit.

Hiermit bescheinige ich gemäß § 21 Abs. 1 Nr. 1 BNotO aufgrund heute online erfolgter Einsicht in das Handelsregister des Amtsgerichts Charlottenburg unter HRB 122029 B, dass die dort eingetragene Billpay GmbH durch Herrn Dr. Nelson Holzner als Geschäftsführer allein vertreten wird, von den Beschränkungen des § 181 BGB befreit.

Die Frage nach einer Vorbefassung im Sinne des § 3 Absatz 1 Nr. 7 BeurkG wurde verneint.

[REDACTED]

Berlin, den 29. November 2016

Stefan Aldag
Notar

Stefan Aldag Notar in Berlin

Christian Steiner Notar in Berlin

Hiermit beglaubige ich die Übereinstimmung der vorstehenden Abschrift mit der mir vorgelegten Urschrift.	I hereby certify that the above copy is a true copy of the Original which has been produced to me.

Berlin, 1. Februar 2017 [REDACTED]
Notar/Notary

http://docfuture.gsk.de/prj/02-019/099/ef/A2704-2016.ubegl. Dr. Holzner.docx

Beglaubigte Ablichtung

Anlage zur Urkunde UR-Nr. 83/2017 des Notars Christian Stenner

UNTER-VOLLMACHT

Ich, Volker Herrmann, bevollmächtigt kraft beigefügter Vollmacht vom 29. November 2016 von

Billpay GmbH, eingetragen beim Handelsregister Charlottenburg unter HRB 122029B, mit eingetragenem Geschäftssitz Zinnowitzer Str. 1, 10115 Berlin

- Vollmachtgeberin -

bevollmächtige hiermit im Namen der Vollmachtgeberin

Frau **Vanessa Christin Thal**, geb. am [REDACTED], geschäftsansässig [REDACTED]

- Unter-Bevollmächtigte-

die Vollmachtgeberin im Zusammenhang mit einer Verpfändung der Geschäftsanteile von Wonga Group Limited (die **Gesellschafterin**) an der Vollmachtgeberin im Rahmen einer Finanzierung der Klarna AB (PUBL) für die Gesellschafterin zu vertreten.

1 Die Unter-Bevollmächtigte ist ermächtigt,
   (a) sämtliche Erklärungen, einschließlich der Unterzeichnung notarieller Urkunden in Bezug auf die Verpfändung, Aufhebung, Übertragung oder Löschung von Pfandrechten an Geschäftsanteilen abzugeben,
   (b) sämtliche damit im Zusammenhang stehende Erklärungen, Dokumente oder Urkunden abzugeben, zu unterzeichnen oder deren vollmachtlose Abgabe oder Unterzeichnung zu genehmigen.

2 Die unter-Bevollmächtigte ist berechtigt, alle Erklärungen abzugeben und entgegenzunehmen und alle Handlungen vorzunehmen, die im Zusammenhang mit den vorstehenden Angelegenheiten erforderlich sind oder der Unter-Bevollmächtigten zweckmäßig erscheinen, einschließlich der Genehmigung von Erklärungen und Erklärungen, welche vor einem Notar oder gegenüber einer Behörde abzugeben sind.

3 Die Vollmachtgeberin hält die Unter-Bevollmächtigte von allen Ansprüchen frei, die gegen sie im Rahmen oder im Zusammenhang mit der Ausübung der Vertretungsmacht geltend gemacht werden, ausgenommen grob fahrlässige, betrügerische oder vorsätzliche Handlungen oder vorsätzliche Unterlassungen des Bevollmächtigten.

4 Diese Untervollmacht darf nur vor dem diese Untervollmacht beglaubigenden Notar gebraucht werden.

5 Die Unter-Bevollmächtigte ist von der Beschränkung der Mehrfachvertretung gemäß § 181 BGB befreit.

6 Diese Unter-Vollmacht erlischt mit Ablauf des 30. November 2017.

7 Diese Unter-Vollmacht unterliegt deutschem Recht.

Berlin, 26. Januar 2017 [REDACTED]

Urkundenrolle Nr. 61 /2017

Notar Christian Stenner
Fasanenstraße 77, 10623 Berlin

Die umseitige vor mir vollzogene Unterschrift

des Herrn Volker Herrmann,
geboren am [REDACTED]
geschäftsansässig
ausgewiesen durch Vorlage seiner gültigen Personalpapiere,

beglaubige ich hiermit.

Ich habe vor Unterschriftsleistung das Mitwirkungsverbot gemäß § 3 Absatz 1 Nr. 7 BeurkG erläutert. Meine Frage, ob eine Vorbefassung im Sinne dieser Vorschrift vorliegt, wurde verneint.

Herr Volker Herrmann handelt nicht für sich persönlich, sondern als bevollmächtigter Vertreter der

Billpay GmbH
mit dem Sitz in Berlin,
eingetragen beim Handelsregister Charlottenburg unter HRB 122029B, mit eingetragenem Geschäftssitz
Zinnowitzer Straße 1, 10115 Berlin

unter Bezugnahme auf die Vollmacht vom 29. November 2016 – UR.-Nr. A 2704/2016 des Notars Aldag in Berlin -, die im Original vorlag und von der eine beglaubigte Ablichtung als Anlage beigefügt wird.

Die wörtliche Übereinstimmung der anliegenden Ablichtung mit dem mir vorliegenden Original der Vollmacht wird hiermit beglaubigt.

Berlin, 26. Januar 2017

[REDACTED]
Notar

Beglaubigte Ablichtung

VOLLMACHT

Billpay GmbH, eingetragen beim Handelsregister Charlottenburg unter HRB 122029B, mit eingetragenem Geschäftssitz Zinnowitzer Str. 1, 10115 Berlin

- Vollmachtgeberin -

bevollmächtigt, jeweils einzeln,

Markus Schmucker,
Siemer Krümpelmann,
Volker Herrmann,
Mareike Lucht,
Yesim Akbaba

jeweils geschäftsansässig : [REDACTED]

- Bevollmächtigter-

die Vollmachtgeberin im Zusammenhang mit einer Verpfändung der Geschäftsanteile von Wonga Group Limited (die **Gesellschafterin**) an der Vollmachtgeberin im Rahmen einer *Finanzierung der Klarna AB (PUBL) für die Gesellschafterin zu vertreten.*

1 Der Bevollmächtigte ist ermächtigt,
   (a) sämtliche Erklärungen, einschließlich der Unterzeichnung notarieller *Urkunden in Bezug auf die Verpfändung*, Aufhebung, Übertragung oder Löschung von Pfandrechten an Geschäftsanteilen abzugeben,
   (b) sämtliche damit im Zusammenhang stehende Erklärungen, Dokumente oder Urkunden abzugeben, zu unterzeichnen oder deren vollmachtlose Abgabe oder Unterzeichnung zu genehmigen.

2 Der Bevollmächtigte ist berechtigt, alle Erklärungen abzugeben und entgegenzunehmen und alle Handlungen vorzunehmen, die im Zusammenhang mit den vorstehenden Angelegenheiten erforderlich sind oder dem Bevollmächtigten zweckmäßig erscheinen, einschließlich der Genehmigung von Erklärungen und Erklärungen, welche vor einem Notar oder gegenüber einer Behörde abzugeben sind.

3 Die Vollmachtgeberin hält den Bevollmächtigten von allen Ansprüchen frei, die gegen ihn im Rahmen oder im Zusammenhang mit der Ausübung der Vertretungsmacht geltend gemacht werden, ausgenommen grob fahrlässige, betrügerische oder vorsätzliche Handlungen oder vorsätzliche Unterlassungen des Bevollmächtigten.

4 Untervollmacht kann erteilt werden. Der Bevollmächtigte ist von der Beschränkung der Mehrfachvertretung gemäß § 181 BGB befreit.

6 Diese Vollmacht erlischt mit Ablauf des 30. November 2017.

7 Diese Vollmacht unterliegt deutschem Recht.

Berlin 29.11.2016 [REDACTED]

Ort, Datum Billpay GmbH

Urkundenrolle Nr. A 2704/2016

Die vorstehende, vor mir heute vollzogene Unterschrift des

Herrn Dr. Nelson Holzner,
geboren am [REDACTED]
geschäftsansässig
von Person bekannt,

beglaubige ich hiermit.

Hiermit bescheinige ich gemäß § 21 Abs. 1 Nr. 1 BNotO aufgrund heute online erfolgter Einsicht in das Handelsregister des Amtsgerichts Charlottenburg unter HRB 122029 B, dass die dort eingetragene Billpay GmbH durch Herrn Dr. Nelson Holzner als Geschäftsführer allein vertreten wird, von den Beschränkungen des § 181 BGB befreit.

Die Frage nach einer Vorbefassung im Sinne des § 3 Absatz 1 Nr. 7 BeurkG wurde verneint.

Berlin, den 29. November 2016

[REDACTED]
Stefan Aldag
Notar

Stefan Aldag Notar in Berlin

http://docfuture.gsk.de/prj/02-019/099/ef/A2704-2016.ubegl. Dr. Holzner.docx

Hiermit beglaubige ich die Übereinstimmung der vorstehenden Abschrift mit der mir vorgelegten Urschrift.	I hereby certify that the above copy is a true copy of the Original which has been produced to me.

Berlin, 1. Februar 2017 [REDACTED]

Notar/Notary,

Christian Stenner · Notar in Berlin ·

Anlage zur Urkunde
UR-Nr. 83 | 2017
des Notars Christian Stenner

VOLLMACHT

POWER OF ATTORNEY

KLARNA AB (PUBL)

eine Gesellschaft nach dem Recht von Schweden (Organisationsnummer 556737-0431) und eingetragener Geschäftsadresse, Sveavägen 46, 111 34 Stockholm, Schweden (der "**Vollmachtgeber**") beauftragt und bevollmächtigt

a company incorporated in Sweden (Organization Number: 556737-0431) whose registered office is at Sveavägen 46, 111 34 Stockholm, Sweden (the "**Principal**") instructs and authorizes

Dr. Wolfgang Bomba, LL.M.
Dr. Haike Deepen
Matthias Gippert
Dr. Ralf Tietz
Genevieve Baker
Niklas Eckhardt
Alexander Kern
Raffaele Mazza
Violetta Piotrkowski
Anastasia Snisar
Johannes Danieljan

geschäftsansässig

with business address at

[REDACTED]

(jeder ein "**Bevollmächtigter**") jeweils einzeln, im Namen des Vollmachtgebers und für seine Rechnung, den Vollmachtgeber zu vertreten:

(each an "**Attorney**") each of them to undertake on behalf of the Principal the following acts:

1. Bei allen Rechtsgeschäften und sonstigen Handlungen im Zusammenhang mit dem Abschluss eines notariellen Geschäftsanteilsverpfändungsvertrages zwischen, Wonga Group Limited als Verpfänder, Billpay GmbH als Gesellschaft und Klarna AB (publ) als Pfandgläubiger bezüglich der Anteile von Wonga Group Limited an

   Bill Pay GmbH (eingetragen im Handelsregister des Amtsgerichts Charlottenburg unter HRB 122029 B)

1. making and accepting legally binding declarations and doing all further acts in connection with the execution of a notarial share pledge agreement between Wonga Group Limited as pledgor, Billpay GmbH as company and Klarna AB (publ) as pledgee with respect to shares of Wonga Group Limited in

   - Bill Pay GmbH (registered with the commercial register of the local court of Charlottenburg under no. HRB 122029 B)

2. bei der Abgabe und Entgegennahme von Erklärungen, Vornahme aller weiteren Handlungen, Unterzeichnung jeglicher zusätzlichen Dokumente und Verträge, einschließlich Ergänzungs-, Erweiterungs- oder Änderungsvereinbarungen und der Ergreifung aller Maßnahmen, die der bzw. die jeweilige Bevollmächtigte im Zusammenhang

2. making and accepting binding declarations, and doing all further acts, executing all or any such documents and agreements, including supplemental, addendum or amendment agreements and taking all measures that the respective Attorney deems necessary or appropriate in connection with the measures set out above under

13/746798

mit den vorstehend unter Ziffer 1 aufgeführten Angelegenheiten als nötig oder zweckmäßig erachtet;

section 1;

und zwar jeweils mit solchem Inhalt und zu solchen Bedingungen, den der bzw. die jeweilige Bevollmächtigte nach seinem bzw. ihrem Ermessen für angemessen hält.

in each case on such terms and conditions the respective Attorney deems appropriate in his or her discretion.

Diese Vollmacht ist im Zweifel weit auszulegen, um ihren Zweck zu erfüllen.

In the case of doubt this Power of Attorney is to be construed broadly to fulfill the purpose for which it was granted.

Keiner der Bevollmächtigten soll persönliche Verpflichtungen übernehmen oder persönlich haften gegenüber dem Vollmachtgeber oder dritten Personen für Rechtsgeschäfte und Handlungen, die er unter dieser Vollmacht vornimmt. Der Vollmachtgeber verpflichtet sich, einen jeden der Bevollmächtigten von allen Kosten, Forderungen und Ausgaben sowie sämtlicher Haftung freizustellen, die einem Bevollmächtigten im Zusammenhang mit der Ausübung der durch diese Vollmacht verliehenen Rechte entstehen bzw. ihm gegenüber geltend gemacht werden, es sei denn sie resultieren aus vorsätzlichem oder grob fahrlässigem Handeln des Bevollmächtigten.

None of the Attorneys shall incur any personal liability towards the Principal or any third persons for any acts taken under this Power of Attorney. The Principal undertakes to indemnify each Attorney against all costs, claims, expenses and liabilities incurred or suffered by an Attorney in connection with the exercise of the rights under this Power of Attorney, save for acts resulting from wilful misconduct or gross negligence of the Attorney.

Im Innenverhältnis zu den Bevollmächtigten verpflichtet sich der Vollmachtgeber, alle Rechtsgeschäfte und Handlungen zu genehmigen und zu bestätigen, die der Bevollmächtigte unter dieser Vollmacht vornimmt. Diese Verpflichtung berührt die Wirksamkeit dieser Vollmacht gegenüber Dritten nicht.

The Principal agrees with the Attorneys to ratify and to confirm any declarations or acts the Attorneys may make or undertake under this Power of Attorney. This obligation does not affect the validity of this Power of Attorney vis-à-vis third parties.

Diese Vollmacht erlischt mit Ablauf des 31. März 2017.

This Power of Attorney expires with the lapse of 31 March 2017.

Dieser Auftrag, die Verpflichtungen des Vollmachtgebers sowie alle außervertraglichen Schuldverhältnisse im Zusammenhang damit und diese Vollmacht, soweit sie einer Rechtswahl zugänglich ist, unterliegen dem Recht der Bundesrepublik Deutschland.

These instructions, the obligations of the Principal and any non-contractual obligations in connection therewith and this Power of Attorney are governed by the laws of the Federal Republic of Germany if and to the extent a choice of the governing law is permitted.

Bei Abweichungen zwischen der deutschen und der englischen Fassung geht die deutsche Fassung vor.

In the event of discrepancies between the English and the German version, the German version shall prevail.

Stockholm 24 Jan 2017
place and date

Klarna AB (publ),

handelnd durch/ acting by:

[REDACTED]
....
Name : Sebastian Siemiatkowski
Titel : CEO

[REDACTED]
....
Name : Knut Frångsmyr
Titel : COO

Beglaubigte Ablichtung

VOLLMACHT

POWER OF ATTORNEY

KLARNA AB (PUBL)

eine Gesellschaft nach dem Recht von Schweden (Organisationsnummer 556737-0431) und eingetragener Geschäftsadresse, Sveavägen 46, 111 34 Stockholm, Schweden (der "**Vollmachtgeber**") beauftragt und bevollmächtigt

a company incorporated in Sweden (Organization Number: 556737-0431) whose registered office is at Sveavägen 46, 111 34 Stockholm, Sweden (the "**Principal**") instructs and authorizes

Dr. Wolfgang Bomba, LL.M.
Dr. Halke Deepen
Matthias Gippert
Dr. Ralf Tietz
Genevieve Baker
Niklas Eckhardt
Alexander Kern
Raffaele Mazza
Violetta Piotrkowski
Anastasia Snisar
Johannes Danieljan

geschäftsansässig

with business address at

[REDACTED]

(jeder ein "**Bevollmächtigter**") jeweils einzeln, im Namen des Vollmachtgebers und für seine Rechnung, den Vollmachtgeber zu vertreten:

(each an "**Attorney**") each of them to undertake on behalf of the Principal the following acts:

1. Bei allen Rechtsgeschäften und sonstigen Handlungen im Zusammenhang mit dem Abschluss eines notariellen Geschäftsanteilsverpfändungsvertrages zwischen, Wonga Group Limited als Verpfänder, Billpay GmbH als Gesellschaft und Klarna AB (publ) als Pfandgläubiger bezüglich der Anteile von Wonga Group Limited an

   Bill Pay GmbH (eingetragen im Handelsregister des Amtsgerichts Charlottenburg unter HRB 122029 B)

1. making and accepting legally binding declarations and doing all further acts in connection with the execution of a notarial share pledge agreement between Wonga Group Limited as pledgor, Billpay GmbH as company and Klarna AB (publ) as pledgee with respect to shares of Wonga Group Limited in

   - Bill Pay GmbH (registered with the commercial register of the local court of Charlottenburg under no. HRB 122029 B)

2. bei der Abgabe und Entgegennahme von Erklärungen, Vornahme aller weiteren Handlungen, Unterzeichnung jeglicher zusätzlichen Dokumente und Verträge, einschließlich Ergänzungs-, Erweiterungs- oder Änderungsvereinbarungen und der Ergreifung aller Maßnahmen, die der bzw. die jeweilige Bevollmächtigte im Zusammenhang

2. making and accepting binding declarations, and doing all further acts, executing all or any such documents and agreements, including supplemental, addendum or amendment agreements and taking all measures that the respective Attorney deems necessary or appropriate in connection with the measures set out above under

mit den vorstehend unter Ziffer 1 aufgeführten Angelegenheiten als nötig oder zweckmäßig erachtet;

section 1;

und zwar jeweils mit solchem Inhalt und zu solchen Bedingungen, den der bzw. die jeweilige Bevollmächtigte nach seinem bzw. ihrem Ermessen für angemessen hält.

In each case on such terms and conditions the respective Attorney deems appropriate in his or her discretion.

Diese Vollmacht ist im Zweifel weit auszulegen, um ihren Zweck zu erfüllen.

In the case of doubt this Power of Attorney is to be construed broadly to fulfill the purpose for which it was granted.

Keiner der Bevollmächtigten soll persönliche Verpflichtungen übernehmen oder persönlich haften gegenüber dem Vollmachtgeber oder dritten Personen für Rechtsgeschäfte und Handlungen, die er unter dieser Vollmacht vornimmt. Der Vollmachtgeber verpflichtet sich, einen jeden der Bevollmächtigten von allen Kosten, Forderungen und Ausgaben sowie sämtlicher Haftung freizustellen, die einem Bevollmächtigten im Zusammenhang mit der Ausübung der durch diese Vollmacht verliehenen Rechte entstehen bzw. ihm gegenüber geltend gemacht werden, es sei denn sie resultieren aus vorsätzlichem oder grob fahrlässigem Handeln des Bevollmächtigten.

None of the Attorneys shall incur any personal liability towards the Principal or any third persons for any acts taken under this Power of Attorney. The Principal undertakes to indemnify each Attorney against all costs, claims, expenses and liabilities incurred or suffered by an Attorney in connection with the exercise of the rights under this Power of Attorney, save for acts resulting from wilful misconduct or gross negligence of the Attorney.

Im Innenverhältnis zu den Bevollmächtigten verpflichtet sich der Vollmachtgeber, alle Rechtsgeschäfte und Handlungen zu genehmigen und zu bestätigen, die der Bevollmächtigte unter dieser Vollmacht vornimmt. Diese Verpflichtung berührt die Wirksamkeit dieser Vollmacht gegenüber Dritten nicht.

The Principal agrees with the Attorneys to ratify and to confirm any declarations or acts the Attorneys may make or undertake under this Power of Attorney. This obligation does not affect the validity of this Power of Attorney vis-à-vis third parties.

Diese Vollmacht erlischt mit Ablauf des 31. März 2017.

This Power of Attorney expires with the lapse of 31 March 2017.

Dieser Auftrag, die Verpflichtungen des Vollmachtgebers sowie alle außervertraglichen Schuldverhältnisse im Zusammenhang damit und diese Vollmacht, soweit sie einer Rechtswahl zugänglich ist, unterliegen dem Recht der Bundesrepublik Deutschland.

These instructions, the obligations of the Principal and any non-contractual obligations in connection therewith and this Power of Attorney are governed by the laws of the Federal Republic of Germany if and to the extent a choice of the governing law is permitted.

Bei Abweichungen zwischen der deutschen und der englischen Fassung geht die deutsche Fassung vor.

In the event of discrepancies between the English and the German version, the German version shall prevail.

Stockholm 24 Jan 2017
place and date

Klarna AB (publ),

handelnd durch/ acting by:

[REDACTED]
....
Name : Sebastian Siemiatkowski
Titel : CEO

[REDACTED]
....
Name : Knut Frängsmyr
Titel : COO

Hiermit beglaubige ich die Übereinstimmung der vorstehend in Abschrift mit der mir vorgelegten Urschrift.	I hereby certify that the above copy is a true copy of the Original which has been produc to me.

Berlin, 6. Februar 2014 [REDACTED]
Notar/Notary

Christian Stenner · Notar in Berlin ·

13/746798

Die vorstehende mit der mir vorliegenden Urschrift wörtlich übereinstimmende Ausfertigung wird hiermit

KLARNA AB (PUBL),
Sveavägen 46, 111 34 Stockholm, Sweden

erteilt.

Berlin, 8. Februar 2017

[REDACTED]

Notar

1st engrossment

Deed roll No. 83/2017

Berlin, 1 February 2017

Only one side of the sheet as been used throughout

[COAT OF ARMS OF BERLIN]

Negotiated

in front of the undersigned notary

Christian Stenner

Fasanenstraße 77, 10623 Berlin

I hereby certify that this is a true and accurate translation of the German language original

Müller

JULIA MÜLLER
PARTNER, HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

Certified Copy

Annex to the deed no. 83/2017 of the notary Christian Stenner

I, **Sebastian Jack Robert LABOVITCH**, public notary properly authorised and sworn by royal decree in England & Wales and resident in London

HEREBY CERTIFY

THE genuineness of the signatures executed by hand today before me on behalf of the company named **"WONGA GROUP LIMITED"** at the bottom of the attached power of attorney of Mrs. **Tara Jane KNEAFSEY**, an Irish national born on _________ and possessing an Irish passport issued on _________ and bearing the number _________ and Mr. **William John FLYNN**, a British national born on _________ and possessing a British passport issued on _________ and bearing the number _________ both of whom I know personally.

FURTHER I certify that the aforementioned company **WONGA GROUP LIMITED** (hereafter the **"Company"**), is a limited liability company incorporated and existing under English law with offices at London House, Hampstead Road, 4th Floor, London NW1 7EJ, England and duly registered under the company number **5897177**.

THAT the abovementioned Mrs. **Tara Jane KNEAFSEY** and Mr. **William John FLYNN** are registered as one of the board members and the company secretary of the Company respectively.

AND THAT the abovementioned Mrs. **Tara Jane KNEAFSEY** and Mr. **William John FLYNN** are authorised in accordance with a resolution dated 23 November 2016 of the board of directors of the **Company** that was produced to me today to sign the said power of attorney in the name of the **Company** and that the power of attorney so signed has been executed in accordance with the provisions of English law and is legally binding on the **Company**.

IN WITNESS HEREOF I have signed and attached my official seal today, 23 November 2016.

[*SEAL*]

[SIGNATURE]

Sebastian Jack Robert LABOVITCH
Notary in London, England

I hereby certify that this is a true and accurate translation of the German language original

JMuller JULIA MÜLLER HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

Deed No. 60/2017

Notary Christian Stenner
Fasanenstraße 77, 10623 Berlin

I hereby certify the signature overleaf written in front of me

of Mr. Markus S c h m u c k e r,
born on ______________
business address ______________
personally known to me

Prior to the signing I explained the prohibition of involvement in accordance with Section 3 Paragraph 1 No. 7 of the German Notarisation Act. My question as to prior involvement within the meaning of this provision was answered in the negative.

Mr. Markus Schmucker is not acting on his own behalf but as authorised representative of

Wonga Group Limited
Registrer for Companies of England and Wales
Company no. 5897177
Greater London House
Hampstead Road, 4th Floor, London NW1 7EJ,
United Kingdom,

under a power of attorney dated 23 November 2016, the original of which was produced to me and a certified copy of which is attached.

I hereby certify that the attached copy corresponds exactly to the original power of attorney reviewed by me.

Berlin, 26 January 2017

[SIGNATURE]
Notary [*SEAL*]

I hereby certify that this is a true and accurate translation of the German language original

J Müller

JULIA MÜLLER, PARTNER, HERBERT SMITH FREEHILLS LLP

Certified Copy

Annex to the deed no. 83/2017 of the notary Christian Stenner

I, **Sebastian Jack Robert LABOVITCH**, public notary properly authorised and sworn by royal decree in England & Wales and resident in London

HEREBY CERTIFY

THE genuineness of the signatures executed by hand today before me on behalf of the company named **"WONGA GROUP LIMITED"** at the bottom of the attached power of attorney of Mrs. **Tara Jane KNEAFSEY**, an Irish national born on _________ and possessing an Irish passport issued on _________ and bearing the number _________ and Mr. **William John FLYNN**, a British national born on _________ and possessing a British passport issued on _________ and bearing the number _________ both of whom I know personally.

FURTHER I certify that the aforementioned company **WONGA GROUP LIMITED** (hereafter the **"Company"**), is a limited liability company incorporated and existing under English law with offices at London House, Hampstead Road, 4th Floor, London NW1 7EJ, England and duly registered under the company number **5897177**.

THAT the abovementioned Mrs. **Tara Jane KNEAFSEY** and Mr. **William John FLYNN** are registered as one of the board members and the company secretary of the Company respectively.

AND THAT the abovementioned Mrs. **Tara Jane KNEAFSEY** and Mr. **William John FLYNN** are authorised in accordance with a resolution dated 23 November 2016 of the board of directors of the **Company** that was produced to me today to sign the said power of attorney in the name of the **Company** and that the power of attorney so signed has been executed in accordance with the provisions of English law and is legally binding on the **Company**.

IN WITNESS HEREOF I have signed and attached my official seal today, 23 November 2016.

[*SEAL*]

[SIGNATURE]

Sebastian Jack Robert LABOVITCH
Notary in London, England

I hereby certify that this is a true and accurate translation of the German language original

J Müller JULIA MÜLLER, PARTNER, HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

Certified Copy

Annex ___ to deed no. 83/2017 of notary Christian Stenner

POWER OF ATTORNEY

Billpay GmbH, registered in the commercial register of Charlottenburg under HRB 122029B, with registered office at Zinnowitzer Str. 1, 10115 Berlin

- Principal –

I hereby certify that this is a true and accurate translation of the German language original

hereby authorises individually

Julia Müller

JULIA MÜLLER, PARTNER
HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

Markus Schmucker,
Siemer Krümpelmann,
Volker Herrmann,
Mareike Lucht,
Yeşim Akbaba

each with business address ___________

- Attorney–in-fact -

to represent the Principal in connection with a pledge of shares by Wonga Group Limited (the **Shareholder**) in the Principal in relation to a financing provided by Klarna AB (PUBL) to the Shareholder.

1. The Attorney-in-fact is authorised to
   (a) make all declarations, including the execution of notarial deeds in relation to the creation, release, assignment or deletion of the pledges over shares,
   (b) execute any related documents or deeds or make any declarations or to approve any such declarations, documents or deeds executed or delivered without authorisation.
2. The Attorney-in-fact is entitled to make and accept all declarations and take all measures which he considers to be necessary or appropriate in connection with the aforementioned mattes, including the approval of declarations and declarations to be made before a notary or vis-à-vis any governmental authority.
3. The Principal indemnifies the Attorney-in-fact against all claims arising out of or in connection with exercising the authority granted through this power of attorney, save for acts of fraud, gross negligence, or wilful default or misconduct of the Attorney-in-fact.
4. The Attorney-in-fact may delegate substitute powers of attorney. The Attorney-in-fact is exempted from the restriction of multiple representations set out in Section 181 of the German Civil Code.
6. This power of attorney shall expire at the end of the day on 30 November 2017.
7. This power of attorney is governed by German law.

Berlin 29.11.2016	[SIGNATURE]
Place/Date	Billpay GmbH

<u>Deed No. A 2704/2016</u>

I hereby certify the preceding signature written in front of me of

Mr. Dr. Nelson Holzner,
born on ___________
business address ___________
personally known to me

I hereby certify in accordance with Section 21 Paragraph 1 No. 1 of the Federal Notarial Code and on the basis of an online inspection of the commercial register of the local court of Charlottenburg that Mr. Dr. Nelson Holzner is the managing director of Billpay GmbH, registered therein under HRB 122029 B with sole power to represent the company, and is exempted from the restriction on multiple representations set out in Section 181 of the German Civil Code.

The question as to prior involvement within the meaning of Section 3 Paragraph 1 No. 7 of the German Notarisation Act was answered in the negative.

Berlin, 29 November 2016

[STAMP]	[SIGNATURE]
Stefan Aldag *Notary in Berlin*	*Stefan Aldag* *Notary in Berlin*

[STAMP] *Christian Stenner* *Notary in Berlin*	I hereby certify that the above copy is a true copy of the Original which has been produced to me. Berlin, 1 February 2017 Notary

I hereby certify that this is a true and accurate translation of the German language original

JULIA MÜLLER, PARTNER, HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

Certified Copy

Annex ___ to deed no. 83/2017 of notary Christian Stenner

SUB-POWER OF ATTORNEY

I, Volker Herrmann, authorised by virtue of the power of attorney dated 29 November 2016 by

Billpay GmbH, registered in the commercial register of Charlottenburg under HRB 122029B, with registered office at Zinnowitzer Str. 1, 10115 Berlin

- Principal –

hereby authorise on behalf of the Principal

Ms. Vanessa Christin Thal born on ___________ business address ___________

- Sub-Attorney–in-fact -

to represent the Principal in connection with a pledge of shares by Wonga Group Limited (the **Shareholder**) in the Principal in relation to a financing provided by Klarna AB (PUBL) to the Shareholder.

1. The Sub-Attorney-in-fact is authorised to
   (a) make all declarations, including the execution of notarial deeds in relation to the creation, release, assignment or deletion of the pledges over shares,
   (b) execute any related documents or deeds or make any declarations or to approve any such declarations, documents or deeds executed or delivered without authorisation.
2. The Sub-Attorney-in-fact is entitled to make and accept all declarations and take all measures which he considers to be necessary or appropriate in connection with the aforementioned mattes, including the approval of declarations and declarations to be made before a notary or vis-à-vis any governmental authority.
3. The Principal indemnifies the Sub-Attorney-in-fact against all claims arising out of or in connection with exercising the authority granted through this sub-power of attorney, save for acts of fraud, gross negligence, or wilful default or misconduct of the Sub-Attorney-in-fact.
4. This sub-power of attorney may only be used before the notary notarising this sub-power of attorney.
5. The Sub-Attorney-in-fact is exempted from the restriction of multiple representations set out in Section 181 of the German Civil Code.
6. This sub-power of attorney shall expire at the end of the day on 30 November 2017.
7. This sub-power of attorney is governed by German law.

Berlin, 26 January 2017 [SIGNATURE]

____

I hereby certify that this is a true and accurate translation of the German language original

J Müller JULIA MÜLLER, PARTNER, HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

Deed No. 61/2017

Notary Christian Stenner
Fasanenstraße 77, 10623 Berlin

I hereby certify the signature overleaf written in front of me

of Mr. Volker H e r r m a n n,
born on ______________
business address ______________
identified by his valid personal identity papers

Prior to the signing I explained the prohibition of involvement in accordance with Section 3 Paragraph 1 No. 7 of the German Notarisation Act. My question as to prior involvement within the meaning of this provision was answered in the negative.

Mr. Volker Herrmann is not acting on his own behalf but as authorised representative of

Billpay GmbH
with head office in Berlin,
registered in the commercial register of Charlottenburg under HRB 122029B, with registered office at
Zinnowitzer Straße 1, 10115 Berlin

under a power of attorney dated 29 November 2016 – UR.-Nr. A 2704/2016 of the Notary Aldag in Berlin -, the original of which was produced to me and a certified copy of which is attached.

I hereby certify that the attached copy corresponds exactly to the original power of attorney reviewed by me.

Berlin, 26 January 2017

[SIGNATURE]
Notary

[SEAL]

I hereby certify that this is a true and accurate translation of the German language original

JULIA MÜLLER, PARTNER, HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

Certified Copy

Annex ___ to deed no. 83/2017 of notary Christian Stenner

POWER OF ATTORNEY

Billpay GmbH, registered in the commercial register of Charlottenburg under HRB 122029B, with registered office at Zinnowitzer Str. 1, 10115 Berlin

- Principal –

I hereby certify that this is a true and accurate translation of the German language original

JULIA MÜLLER, PARTNER
HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

hereby authorises individually

Markus Schmucker,
Siemer Krümpelmann,
Volker Herrmann,
Mareike Lucht,
Yesim Akbaba

each with business address ____________

- Attorney–in-fact -

to represent the Principal in connection with a pledge of shares by Wonga Group Limited (the **Shareholder**) in the Principal in relation to a financing provided by Klarna AB (PUBL) to the Shareholder.

1. The Attorney-in-fact is authorised to
   (a) make all declarations, including the execution of notarial deeds in relation to the creation, release, assignment or deletion of the pledges over shares,
   (b) execute any related documents or deeds or make any declarations or to approve any such declarations, documents or deeds executed or delivered without authorisation.
2. The Attorney-in-fact is entitled to make and accept all declarations and take all measures which he considers to be necessary or appropriate in connection with the aforementioned mattes, including the approval of declarations and declarations to be made before a notary or vis-à-vis any governmental authority.
3. The Principal indemnifies the Attorney-in-fact against all claims arising out of or in connection with exercising the authority granted through this power of attorney, save for acts of fraud, gross negligence, or wilful default or misconduct of the Attorney-in-fact.
4. The Attorney-in-fact may delegate substitute powers of attorney. The Attorney-in-fact is exempted from the restriction of multiple representations set out in Section 181 of the German Civil Code.
6. This power of attorney shall expire at the end of the day on 30 November 2017.
7. This power of attorney is governed by German law.

Berlin 29.11.2016	[SIGNATURE]
Place/Date	Billpay GmbH

Deed No. A 2704/2016

I hereby certify the preceding signature written in front of me of

Mr. Dr. Nelson Holzner,
born on ____________
business address ____________
personally known to me

I hereby certify in accordance with Section 21 Paragraph 1 No. 1 of the Federal Notarial Code and on the basis of an online inspection of the commercial register of the local court of Charlottenburg that Mr. Dr. Nelson Holzner is the managing director of Billpay GmbH, registered therein under HRB 122029 B with sole power to represent the company, and is exempted from the restriction on multiple representations set out in Section 181 of the German Civil Code.

The question as to prior involvement within the meaning of Section 3 Paragraph 1 No. 7 of the German Notarisation Act was answered in the negative.

Berlin, 29 November 2016

[*STAMP*]	[SIGNATURE]
Stefan Aldag *Notary in Berlin*	*Stefan Aldag* *Notary in Berlin*

[*STAMP*] *Christian Stenner* *Notary in Berlin*	I hereby certify that the above copy is a true copy of the Original which has been produced to me. Berlin, 1 February 2017 Notary

I hereby certify that this is a true and accurate translation of the German language original

J Müller

JULIA MÜLLER, PARTNER, HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017

The above engrossment corresponds exactly to the original script available to me and is hereby issued to

KLARNA AB (PUBL),
Sveavägen 46, 111 34 Stockholm, Sweden

Berlin, 8 February 2017

[SIGNATURE]
Notary

[SEAL]

I hereby certify that this is a true and accurate translation of the German language original

JULIA MÜLLER, PARTNER
HERBERT SMITH FREEHILLS LLP

DATE: 16th March 2017