



Registration of a Charge

Company Name: **ZEETTA NETWORKS LIMITED**

Company Number: **09396517**



Received for filing in Electronic Format on the: **05/06/2023**

XC50Y0G9

Details of Charge

Date of creation: **01/06/2023**

Charge code: **0939 6517 0003**

Persons entitled: **WINOFI CAPITAL LIMITED**

Brief description: **SDN INTERFACE DEVICE: UK PATENT: REGISTRATION NUMBER 2550844
EPO PATENT: REGISTRATION PENDING VIRTUALISATION DEVICE: UK
PATENT: REGISTRATION 2546569 A SYSTEM FOR PROVIDING AND END-
TO-END NETWORK: UK PATENT: REGISTRATION NUMBER 2561935 EPO
PATENT: REGISTRATION PENDING**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **WEIGHTMANS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9396517

Charge code: 0939 6517 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2023 and created by ZEETTA NETWORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th June 2023 .

Given at Companies House, Cardiff on 9th June 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 01 June **2023**

Mortgage Of Patents

between

ZEETTA NETWORKS LIMITED

and

WINOFI CAPITAL LIMITED

Contents

Clause

1	Definitions and interpretation	1
2	Covenant to pay.....	5
3	Grant of Security	5
4	Liability of the Borrower	6
5	Representations and warranties.....	7
6	Covenants.....	9
7	Powers of the Lender	13
8	When security becomes enforceable	15
9	Enforcement of security	15
10	Receiver.....	17
11	Powers of Receiver	18
12	Delegation	21
13	Application of proceeds	21
14	Costs and indemnity	22
15	Further assurance	24
16	Power of attorney.....	24
17	Release and re-assignment.....	25
18	Assignment and transfer	25
19	Set-off.....	25
20	Amendments, waivers and consents	26
21	Partial invalidity	27
22	Counterparts	27
23	Third party rights.....	27
24	Further provisions.....	28
25	Notices	29
26	Governing law and jurisdiction	30

Schedule

Schedule 1 Patents	32
Schedule 2 Patent licence	33

This Deed is dated 01 June 2023

Parties

- (1) **ZEETTA NETWORKS LIMITED** incorporated and registered in England and Wales with company number 09396517 whose registered office is at Engine Shed Approach Road, Temple Meads, Bristol, Somerset, England, BS1 6QH (**Borrower**);
- (2) **WINOFI CAPITAL LIMITED** incorporated and registered in England and Wales with company number 11119448 whose registered office is at 51–52 St. John's Square, London, England, EC1V 4JL (**Lender**).

Background

- A. The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- B. Under this Deed, the Borrower provides security to the Lender for the loan facilities made available under the Facility Agreement.

Agreed terms

1 Definitions and Interpretation

1.1 Definitions

Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Delegate"	any person appointed by the Lender or any Receiver pursuant to clause 12, and any person appointed as attorney of the Lender, Receiver or Delegate.
"Event of Default"	has the meaning given to that expression in the Facility Agreement.

"Facility Agreement"

the facility agreement dated on or around the date of this Deed between the Borrower and the Lender for the provision of the loan facilities secured by this Deed.

"LPA 1925"

the Law of Property Act 1925.

"Patents"

the patents and patent applications, short particulars of which are set out in Schedule 1 and granted patents issuing from such applications.

"Receiver"

a receiver, receiver and manager or administrative receiver appointed by the Lender under clause 10.

"Secured Assets"

all the assets, property and undertaking of the Borrower which are, or are expressed to be, subject to the Security created by, or pursuant to, this Deed, including each Patent (and references to the Secured Assets shall include references to any part of them).

"Secured Liabilities"

all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this Deed (including, without limitation, those arising under clause 24.3.2), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

"Security"

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Security Period"

the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

In this Deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- 1.2.2 a person includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 references to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective successors, permitted assigns and permitted transferees;
- 1.2.6 unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;
- 1.2.8 a reference to writing or written includes email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to this Deed (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;

- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12 where any statement is qualified by the expression so far as the Borrower is aware or to the Borrower's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry;
- 1.2.13 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.14 a reference to an amendment includes a novation, supplement or variation (and amended shall be construed accordingly);
- 1.2.15 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.16 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution;
- 1.2.17 a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.18 a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.19 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2 Covenant to pay

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3 Grant of Security

3.1 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights, titles and interest in and to each Patent, including:

3.1.1 in respect of any applications in the Patents:

- (a) the right to claim priority from and to prosecute and obtain grant of patent; and
- (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;

3.1.2 in respect of each and any invention disclosed in a Patent, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

3.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in any Patent or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;

3.1.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in any Patent or filed as aforesaid;

- 3.1.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications in any Patent or filed as aforesaid, whether occurring before on or after the date of this Deed,

provided that nothing in this clause 3.1 shall constitute the Lender as a mortgagee in possession.

3.2 Borrower's rights to use the Patents

- 3.2.1 Following execution of this Deed, the Lender shall grant to the Borrower a non-assignable royalty-free exclusive licence under the Patents to do all such acts as would but for such licence be an infringement of the Patents, such licence to be in the form set out in Schedule 2 to this Deed.
- 3.2.2 Until the Lender serves a notice on the Borrower to the contrary, the Borrower shall be entitled to exercise all its rights in the Secured Assets, subject to the other provisions of this Deed including the terms of any licence granted under clause 3.2.1.

4 Liability of the Borrower

4.1 Liability not discharged

The Borrower's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Borrower.

5 Representations and warranties

5.1 Representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to the Lender.

5.2 Ownership of Secured Assets

The Borrower:

5.2.1 is the legal and beneficial owner of, and has good, valid and marketable title to the Secured Assets;

5.2.2 is properly registered as the applicant or sole proprietor in respect of the Patents and all prosecution and renewal fees in respect of each of the Patents have been paid; and

5.2.3 has not assigned or licensed any of the rights under the Secured Assets.

5.3 Validity of Patents

5.3.1 The Borrower is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patents or of anything that might render any claim of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant.

5.3.2 All previous assignments of the Patents are valid and were registered within applicable time limits.

5.4 Exploitation of Patents

So far as the Borrower is aware, the exploitation of any Patent will not infringe the rights of any third party.

5.5 No Security

The Secured Assets are free from any Security other than the Security created by this Deed.

5.6 No adverse claims

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.7 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.8 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.9 Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.10 Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

5.11 Times for making representations and warranties

The Borrower makes the representations and warranties set out in clause 5.2 to clause 5.10 to the Lender on the date of this Deed and the representations and warranties are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6 Covenants

6.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

- 6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;
- 6.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
- 6.1.3 create or grant (or purport to create or grant) any interest in any Secured Asset in favour of a third party.

6.2 Preservation of Secured Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.

6.3 Patents

- 6.3.1 The Borrower shall:
 - (a) at its own expense and on request by the Lender, execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Lender to enable the Lender or the nominee of the Lender to enjoy the full benefit of the property and rights assigned by this Deed and to enjoy the exclusive benefit of any extension or prolongation of patents from time to time vested in the Lender by virtue of the security created by this Deed, including in particular any further document that the Lender may require to enable the Lender to become registered in the UK patent register as proprietor of the Patents and to pay for any expenses of registration.
 - (b) at all times work the Patents within the UK to the fullest extent that is practicable.

- (c) pay all prosecution and renewal fees in respect of the Patents immediately as they fall due and produce the receipt for the same to the Lender and, in default of so doing, repay to the Lender the amount of all such fees paid by the Lender (together with any penalty fees for late payment) in respect of the Patents on the Lender producing the payment receipts of the fees paid, but without imposing any obligation on the Lender to pay such fees or detracting from the obligation of the Borrower under this clause to do so.
- (d) repay all expenses of the Lender arising out of any action whether legal or otherwise taken to protect the validity of the Patents or to protect against infringement or threatened infringement of the Patents (or both).
- (e) use all reasonable endeavours to detect any infringement of any Patents and, if it becomes aware of any such infringement, promptly notify the Lender of any suspected or threatened infringement of the Patents immediately on any such suspected or threatened infringement coming to the attention of the Borrower.
- (f) if it becomes aware of any suspected or threatened revocation proceedings or any other attack on the validity of the Patents or any application by a third party for a declaration of non-infringement of the Patents, promptly notify the Lender immediately on any such suspected or threatened revocation proceedings, attack on the validity of the Patents or any application for a declaration of non-infringement of the Patents coming to the attention of the Borrower.
- (g) with the consent of the Lender (but not otherwise) and at all times in consultation with the Lender but at the Borrower's own expense, take all steps necessary to prevent any suspected or threatened infringement in clause 6.3.1(e) and defend the Patents against any such infringement including, if so requested by the Lender, by bringing legal proceedings.
- (h) with the consent of the Lender (but not otherwise) and all times in full consultation with the Lender but at the Borrower's own expense, to take such action as may be required to resist any revocation proceedings or any other attack on the validity of the Patents or to resist any application by a third party for a declaration of non-infringement of the Patents.

6.3.2 The Borrower shall not:

- (a) do or omit to do any act whereby sufficient grounds arise for a compulsory licence to be granted under section 48 of the Patents Act 1977.
- (b) grant any consent for use or licence in respect of any Secured Asset other than a sub-licence referred to in clause 3.2.
- (c) without the express written consent of the Lender dispose of any Secured Asset or apply to amend the specification of any granted Patent.
- (d) whether by act or omission, cause or permit anything that may invalidate any claim of any Patent or surrender any Patent or allow any Patent to lapse or any application in the Patents to be abandoned or assist or allow others to do so.

6.4 Compliance with laws and regulations

6.4.1 The Borrower shall not, without the Lender's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.4.2 The Borrower shall:

- (a) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of them or any part of them; and
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset.

6.5 Enforcement of rights

Subject to clause 6.3.1, the Borrower shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Lender may require from time to time.

6.6 Notice of misrepresentations and breaches

The Borrower shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

6.6.1 any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.6.2 any breach of any covenant set out in this Deed.

6.7 Appointment of accountants

6.7.1 The Borrower shall:

- (a) at its own cost, if at any time so required by the Lender, appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Borrower and report to the Lender; and
- (b) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.

6.7.2 The Borrower authorises the Lender to make an appointment as it shall think fit at any time, without further authority from the Borrower. In every case, the Borrower shall pay, or reimburse the Lender for, the fees and expenses of those accountants.

6.8 Documents

The Borrower shall, if so required by the Lender, deposit with the Lender and the Lender shall, for the duration of this Deed, be entitled to hold all the Borrower's original documents relating to the ownership of each Patent (including any certificates of inventorship or grant) and each other document, certificate, instrument or agreement comprising the Secured Assets.

6.9 Information

Subject to clause 6.3.1, the Borrower shall:

- 6.9.1 give the Lender such information concerning the Secured Assets as the Lender may require; and
- 6.9.2 promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Borrower's proposals for

settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

6.10 Payment of outgoings

Subject to clause 6.3.1, the Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Lender.

6.11 Compliance with covenants

The Borrower shall observe and perform all covenants, stipulations and conditions to which any Secured Assets, or the use of them, is or may be subjected and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed.

7 Powers of the Lender

7.1 Power to remedy

7.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed.

7.1.2 The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

7.1.3 Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Deed, shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 14.1.

7.2 Exercise of rights

7.2.1 The rights of the Lender under clause 7.1 are without prejudice to any other rights of the Lender under this Deed.

7.2.2 The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.

7.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

7.4 Conversion of currency

- 7.4.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 7.4) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.
- 7.4.2 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 7.4.3 Each reference in this clause 7.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

7.5 New accounts

- 7.5.1 If the Lender receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 7.5.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under clause 7.5.1, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

7.6 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Borrower for the Secured Liabilities.

8 When security becomes enforceable

8.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs.

8.2 Discretion

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

9 Enforcement of security

9.1 Enforcement powers

9.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

9.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 8.1.

9.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

9.2 Prior Security

9.2.1 At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Lender may:

- (a) redeem any prior Security over any Secured Asset;
- (b) procure the transfer of that Security to itself; and
- (c) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower).

9.2.2 The Borrower shall pay to the Lender immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this Deed as part of the Secured Liabilities.

9.3 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

- 9.3.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 9.3.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- 9.3.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

9.4 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

9.5 Exclusion of liability

Neither the Lender, nor any Receiver or Delegate, shall be liable to the Borrower or any other person:

- 9.5.1 (by reason of entering into possession of a Secured Asset, or for any other reason) to account as mortgagee in possession in respect of all or any of the Secured Assets;
- 9.5.2 for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable; or

9.5.3 for any expense, loss or liability:

- (a) relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this Deed;
- (b) relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this Deed; or
- (c) arising in any other way in connection with this Deed,

except that this does not exempt the Lender or any Receiver or Delegate from liability for losses caused by the gross negligence, fraud or wilful misconduct of the Lender or the relevant Receiver or Delegate.

9.6 Conclusive discharge to purchasers

The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that the Lender, Receiver or Delegate thinks fit.

10 Receiver

10.1 Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

10.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

10.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.

10.6 Agent of the Borrower

Any Receiver appointed by the Lender under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that, the Receiver shall act as principal and shall not become the agent of the Lender.

11 Powers of Receiver

11.1 General

11.1.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 11.2 to clause 11.14.

11.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.

11.1.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.1.4 Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Borrower, the directors of the Borrower or itself.

11.2 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit.

11.3 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Lender may prescribe or agree with it.

11.4 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

11.5 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and assign all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as the Receiver thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

11.6 Valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

11.7 Make settlements

A Receiver may settle, adjust, refer to arbitration and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Borrower or relating in any way to any Secured Asset.

11.8 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

11.9 Insurance

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 14, effect with any insurer, any policy of insurance either in lieu or satisfaction of, or in addition to, that insurance.

11.10 Borrow

A Receiver may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this Deed).

11.11 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

11.13 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights the Receiver would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

11.14 Incidental powers

A Receiver may do any other acts and things that the Receiver:

11.14.1 may consider desirable or necessary for realising any of the Secured Assets;

11.14.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

11.14.3 lawfully may or can do as agent for the Borrower.

12 Delegation

12.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 16.1).

12.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

12.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability of any nature arising from any act, default, omission or misconduct on the part of any Delegate.

13 Application of proceeds

13.1 Order of application of proceeds

All monies received or recovered by the Lender, a Receiver or a Delegate under this Deed, or in connection with the realisation or enforcement of all or part of the security constituted by this Deed, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Lender's rights to recover any shortfall from the Borrower):

13.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;

13.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and

13.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

13.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

13.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this Deed:

13.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense account;

13.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and

13.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

14 Costs and indemnity

14.1 Costs

The Borrower shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

14.1.1 the negotiation, preparation, execution and delivery of this Deed;

14.1.2 the Secured Assets;

14.1.3 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this Deed;

14.1.4 any amendment, extension, waiver, consent or suspension of any rights (or any proposal for any of these) under or in connection with this Deed; or

14.1.5 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment) at the rate and in the manner specified in the Facility Agreement.

14.2 Indemnity

The Borrower shall, promptly on demand, indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

14.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;

14.2.2 taking, holding, protecting, perfecting, preserving, releasing or enforcing (or attempting to do so) the security constituted by this Deed; or

14.2.3 any default or delay by the Borrower in performing any of its obligations under this Deed.

Any past or present employee or agent may enforce the terms of this clause 14.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15 Further assurance

- 15.1 The Borrower shall promptly, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:
- 15.1.1 creating, perfecting or protecting the security intended to be created by this Deed;
 - 15.1.2 facilitating the realisation of any Secured Asset; or
 - 15.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,
- 15.2 including, without limitation the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

16 Power of attorney

16.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 16.1.1 the Borrower is required to execute and do under this Deed; or
- 16.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate.

16.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 16.1.

17 Release and re-assignment

17.1 Subject to clause 24.3, at the end of the Security Period, the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

17.1.1 release the Secured Assets from the security constituted by this Deed;

17.1.2 reassign the Secured Assets to the Borrower; and

17.1.3 terminate any licence granted under clause 3.2 provided that the Secured Assets have been unconditionally and irrevocably reassigned to the Borrower.

18 Assignment and transfer

18.1 Assignment by Lender

18.1.1 At any time, without the consent of the Borrower, the Lender may assign any of its rights or transfer any of its rights and obligations under this Deed and any licence granted under clause 3.2.

18.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this Deed that the Lender considers appropriate.

18.2 Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed or enter into any transaction which would result in any of those rights or obligations passing to another person other than for the purposes of any licence or sub-licence of the Patents to which the Lender has previously consented.

19 Set-off

19.1 Lender's right of set-off

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange

for the purpose of set-off. Any exercise by the Lender of its rights under this clause 19 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

19.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 19.1. If it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

19.3 Exclusion of Borrower's right of set-off

All payments made by the Borrower to the Lender under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

20 Amendments, waivers and consents

20.1 Amendments

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

20.2 Waivers and consents

20.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any subsequent right or remedy. It only applies to the circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

20.2.2 A failure by the Lender to exercise, or delay by it in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

20.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

21 Partial invalidity

21.1 Partial Invalidity

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

22 Counterparts

22.1 Counterparts

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

22.1.2 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

22.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

23 Third party rights

23.1 Third party rights

Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed.

24 Further provisions

24.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

24.2 Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

24.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced, set aside or ordered to be refunded under any law relating to insolvency, bankruptcy, winding up, administration, receivership or for any other reason. Despite any such release, discharge or settlement:

24.3.1 the Lender or its nominee may retain this Deed and the security created by or it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

24.3.2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

24.4 Certificates

Any certification or determination by the Lender of any rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

25 Notices

25.1 Delivery

Any notice or other communication given to a party under or in connection with this Deed shall be:

25.1.1 in writing;

25.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

25.1.3 sent to:

(a) the Borrower at:

Engine Shed Approach Road, Temple Meads, Bristol, Somerset,
England, BS1 6QH

Email: ihab.mahna@zeetta.com

Attention: Ihab Mahna

(b) the Lender at:

67 Huntingdon Street, London, United Kingdom, N1 1BX

Email: bruce.beckloff@winofi.com

Attention: Bruce Beckloff

or to any other address notified in writing by one party to the other from time to time.

25.2 Receipt by Borrower

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:

- 25.2.1 if delivered by hand, at the time it is left at the relevant address;
- 25.2.2 if posted by pre-paid first class post or other next working day delivery service, on the second Business Day after posting; and
- 25.2.3 if sent by fax, when received in legible form.

A notice or other communication given as described in clause 25.2.1 or clause 25.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received shall be deemed to have been received on the next Business Day.

25.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

25.4 Service of proceedings

This clause 25 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26 Governing law and jurisdiction

26.1 Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

26.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

26.3 Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 26.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

In witness this Deed has been executed and delivered as a Deed by the parties on the date first above written.

Schedule 1 Patents

SDN Interface Device:

UK Patent: registration number 2550844

EPO Patent: registration pending

Virtualisation Device:

UK Patent: registration 2546569

A system for providing and end-to-end network:

UK Patent: registration number 2561935

EPO Patent: registration pending

Schedule 2 Patent licence

PARTIES

(1) [FULL BORROWER NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Licensee).

(2) [FULL LENDER NAME] incorporated and registered in [COUNTRY OF INCORPORATION] whose registered office is at [REGISTERED OFFICE ADDRESS] (Licensor).

BACKGROUND

(A) The Licensor is the proprietor of the Patents (as that term is defined in a deed dated [DATE] (Deed) between the Licensor and the Licensee the Licensor).

(B) By the Deed the Licensor has agreed to grant to the Licensee a royalty-free exclusive licence under the Patents on the terms set out below.

OPERATIVE PROVISIONS

1 Licence

1.1 The Licensor hereby grants to the Licensee on the terms and conditions set out in this agreement the royalty-free exclusive licence to do all such acts as would otherwise constitute an infringement of the Patents under section 60 of the Patents Act 1977.

2 Rights of Licensee

2.1 The provisions of section 67(1) of the Patents Act 1977 are expressly excluded.

3 Exclusions of representations and warranties

3.1 The Licensor does not warrant the validity of the Patents or represent that the practice of the licence granted by this agreement does not or will not infringe any patents or other intellectual property rights of any third party.

3.2 Neither the Licensor nor any of its directors or employees shall have any responsibility or liability for any claims, demands, losses, injury or damage caused to or suffered in any manner whatsoever by the Licensee, its suppliers, customers, independent contractors or agents or their respective directors, employees or agents resulting from the practice of the licence granted by this agreement.

4 Indemnity by Licensee

- 4.1 The Licensee shall indemnify and keep indemnified the Licensor and its directors and employees against any loss, damage, liability, legal fees and costs incurred by the Licensee by reason of any act, neglect or default of the Licensee, its agents, employees or licensees in connection with the practice of the licence granted by this agreement, including without prejudice to the generality of such indemnity any claim made by any third party that the practice of the licence granted by this agreement infringes the intellectual property rights of third parties.

5 Assignment by the Licensor

- 5.1 The Licensor may assign or transfer any or all of its rights and obligations under this agreement.

6 Duration and Termination

- 6.1 Unless terminated by reason of paragraph 6.2 below this agreement shall remain in force until the expiry of all the Patents.
- 6.2 This agreement shall terminate without notice if the Deed shall terminate in accordance with its terms or if the Security Period (as defined in the Deed) has expired.

7 General

- 7.1 This agreement and the licence granted under it is personal to the Licensee, which shall not assign this agreement [or sub-license any of the Patents].
- 7.2 Each party acknowledges and agrees that:
- 7.2.1 this agreement and the Deed contain the whole agreement between the parties in respect of the Patents and supersedes any prior written or oral agreement between them relating to such subject matter.
- 7.2.2 in entering into this agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement or the Deed as a warranty or representation. The only remedy available to it for breach of such warranties or representation shall be for breach of contract under the terms of this agreement.

Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

- 7.3 No failure or delay on the part of the Licensor to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.
- 7.4 Any notice or demand for payment by the Licensor under this agreement shall, without prejudice to any other effective mode of making the same, be deemed to have been properly served on the Licensee if served on it by personal delivery or postal delivery letter to the Licensee at the address set out at the beginning of this agreement or as notified to the Licensee in writing from time to time. Any such notice or demand shall be deemed to have been served when delivered.
- 7.5 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the parties agree to submit to the [non-] exclusive jurisdiction of the courts of England and Wales.

EXECUTED as a Deed and delivered (but not)
until the date hereof) by **ZEETTA NETWORKS**)
LIMITED acting by Ihab Mahna , a)
director in the presence of:-



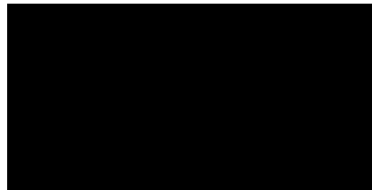
.....
DIRECTOR

Witness Signature



Witness Name Paul Cooper

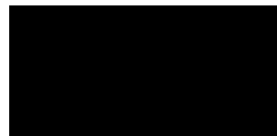
Witness Address:



Witness Occupation:



EXECUTED as a Deed and delivered (but not)
until the date hereof) by **WINOFI CAPITAL**)
LIMITED acting by Bruce Beckloff , a)
director in the presence of:-



.....
DIRECTOR

Witness Signature



Witness Name Vien Phan

Witness Address:



Witness Occupation:

