



Registration of a Charge

Company Name: **MONEY DASHBOARD LTD**

Company Number: **SC301187**



Received for filing in Electronic Format on the: **05/04/2023**

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Details of Charge

Date of creation: **27/03/2023**

Charge code: **SC30 1187 0004**

Persons entitled: **SILICON VALLEY BANK UK LIMITED (AS COLLATERAL AGENT)**

Brief description:

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

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 301187

Charge code: SC30 1187 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th March 2023 and created by MONEY DASHBOARD LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2023 .

Given at Companies House, Edinburgh on 5th April 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**

Certified a true copy save for
the material redacted pursuant
to S859G of the Companies Act
J. Stephenson 3 April 2023
EXECUTION VERSION

BOND AND FLOATING CHARGE

by

MONEY DASHBOARD LTD

as Chargor

in favour of

SILICON VALLEY BANK UK LIMITED

As Collateral Agent

Brodies LLP
58 Morrison Street
Edinburgh EH3 8BP
T: 0131 228 3777
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Ref: AKK.JNE.SIL3086.8

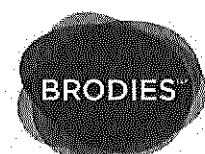


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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Floating Charge is delivered on 27 March 2023

BOND AND FLOATING CHARGE by:

1. **MONEY DASHBOARD LTD**, a private limited company incorporated in Scotland with registered number SC301187 and having its registered office at Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, United Kingdom, EH4 2HS (the "**Chargor**");

in favour of

2. **SILICON VALLEY BANK UK LIMITED** a private limited company incorporated in England and Wales with registered number 12546585 and having its registered office at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR, UK, as agent and trustee for the Secured Parties (the "**Collateral Agent**").

THIS FLOATING CHARGE witnesses as follows:

1. **Definitions and Interpretation**

- 1.1 **Definitions**

In this Floating Charge:

"**Acceleration Event**" means the Collateral Agent exercising its rights under clause 20 (*Acceleration*) of the Loan Agreement.

"**the Act**" means the Companies Act 1985.

"**Agency and Security Trust Deed**" means the agency and security trust deed dated on or about the date of this Floating Charge between, among others, the Chargor, the Collateral Agent and the Secured Parties.

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

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Collateral Agent.

"**Floating Charge**" means this bond and floating charge.

"**Insolvency Act**" means the Insolvency Act 1986.

"**Intellectual Property**" means all subsisting intellectual property presently or in the future owned by the Chargor in any part of the world including Patents and rights of a similar nature, applications for Patents and such rights, divisions, prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for Patents, registered and unregistered

trademarks, registered and unregistered service marks, registered and unregistered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or trade secrets, technical information, confidential information, Know-how, business names, trade names, brand names, domain names, database rights, Copyrights and rights in the nature of database rights and copyright, design rights, get-up and any uniform resource identifier and any similar rights existing in any country and all legal equitable and other rights in any of them owned by the Chargor and the benefit of any and all agreements, arrangements and licences (where such agreements and licences permit the creation of security without prior consent) in connection with any of the foregoing.

"Liabilities" means all present and future liabilities and obligations of each Obligor to any Secured Party under the Loan Documents (including, without limitation, the Obligations), both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any documents or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Obligor of a Payment on the grounds of preference or otherwise,

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

"Loan Agreement" means the term loan agreement dated on or around the date of this Floating Charge and made between, among others, the Chargor, Silicon Valley Bank UK Limited (as agent), the Collateral Agent and Silicon Valley Bank UK Limited as lender.

"Party" means a party to this Floating Charge.

"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

"Recoveries" has the meaning given to that term in Clause 10.1.1 (*Order of application*).

"Schedule" means the schedule annexed as relative to this Floating Charge.

"Secured Liabilities" means all Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by each Obligor to any Secured Party under each Loan Document, both actual and contingent and whether incurred solely or jointly and whether as principal or surety or in any other capacity.

"Security Assets" means the whole of the Chargor's property and undertaking and all its present and future assets (including uncalled capital) from time to time.

"Security Period" means the period from the date of this Floating Charge until the date on which the Collateral Agent has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full, that no commitment is outstanding and the Loan Agreement has been terminated.

1.2 Construction

1.2.1 Unless otherwise defined in this Floating Charge, terms defined in the Loan Agreement have the same meaning in this Floating Charge as they do in the Loan Agreement.

1.2.2 Unless a contrary intention appears, clause 1.2 (*Interpretation*) of the Loan Agreement applies to this Floating Charge, and shall be deemed to be incorporated into this Floating Charge, *mutatis mutandis*, as though set out in full in this Floating Charge, with any reference to "**this Agreement**" being deemed to be a reference to "**this Floating Charge**", subject to any other necessary changes.

1.2.3 Any references to the Collateral Agent or any Receiver shall include its Delegates.

1.2.4 This Floating Charge binds and is for the benefit of the Secured Parties and any of their successors and permitted assignees or transferees.

1.3 Third Party Rights

1.3.1 Any Receiver or Delegate will have the right to enforce the provisions of this Floating Charge which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this Floating Charge.

1.3.2 Subject to Clause 1.3.1, a person who is not a party to this Floating Charge has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or to enjoy the benefit of any term of this Floating Charge.

1.4 Trusts

- (a) The Collateral Agent holds the benefit of this Floating Charge on trust for the Secured Parties in accordance with the terms of the Agency and Security Trust Deed.

1.5 Loan Document

This Floating Charge is a Loan Document.

2 Undertaking to Pay

The Chargor as primary obligor undertakes to the Collateral Agent (as trustee for the Secured Parties) that it will on demand pay to the Collateral Agent the Secured Liabilities when the same fall due for payment.

3 Floating charge

- 3.1 The Chargor as security for the payment, discharge and performance of the Secured Liabilities hereby grants in favour of the Collateral Agent, with absolute warrantice, a first floating charge over the Security Assets.

- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the floating charge created by this Floating Charge.

- 3.3 Except as may be agreed by the Collateral Agent in advance and subject to section 464(2) of the Act, the floating charge created by this Floating Charge shall rank in priority to any fixed security which shall be created by the Chargor after its execution of this Floating Charge (other than a fixed security granted by the Chargor in favour of the Collateral Agent) and to any other floating charge except for the floating charge under the English law debenture granted by the Chargor in favour of the Collateral Agent on or around the date of delivery of this Floating Charge which shall rank *pari passu* with the Security Interests hereby created.

- 3.4 If the Chargor creates, incurs, assumes or permits to subsist any Security in breach of this Clause 3, then this Floating Charge shall rank in priority to any such Security.

4 Nature of Security Interests

4.1 Continuing Security Interests

- 4.1.1 The Security Interests created by this Floating Charge are to be continuing security interests notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.

- 4.1.2 If any purported obligation or liability of any Obligor to the Secured Parties, which, if valid would have been the subject of any obligation or charge created by this Floating Charge

is or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to the Secured Parties, the Chargor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Chargor was the principal debtor in respect thereof. The Chargor hereby agrees to keep the Secured Parties fully indemnified against all damages, losses, costs and expenses arising from any failure of any Obligor to carry out any such purported obligation or liability.

4.1.3 Clause 14 of the Loan Agreement will apply as if incorporated in this Floating Charge, but on the basis that the obligations of each Guarantor arising under that clause will be deemed to be substituted by the obligations of the Chargor under this Floating Charge.

4.1.4 Until the Security Period has ended, the Collateral Agent may refrain from applying or enforcing any other moneys, Security Interest or rights held or received by the Collateral Agent in respect of that amount, and may apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same.

4.2 Non-merger of Security Interests

The Security Interests created by this Floating Charge are to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security Interests or other right which the Collateral Agent may now or after the date of this Floating Charge hold for any of the Secured Liabilities, and this Floating Charge may be enforced against the Chargor without first having recourse to any other rights of the Collateral Agent.

5 Further Assurances and Protection of Priority

5.1 The Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, charges, notices and instructions) as the Collateral Agent may reasonably specify (and in such form as the Collateral Agent may reasonably require in favour of the Collateral Agent or its nominee(s) or any purchaser):

5.1.1 to perfect or protect the Security Interests created or intended to be created under, or evidenced by, this Floating Charge (which may include the execution of a mortgage, charge, assignment or other Security Interests over all or any of the assets which are, or are intended to be, the subject of this Floating Charge) or for the exercise of any rights, powers and remedies of the Collateral Agent or a Receiver provided by or pursuant to this Floating Charge or by law;

5.1.2 to confer on the Collateral Agent or confer on the Secured Parties, Security Interests over any assets of the Chargor, located in any jurisdiction, equivalent or similar to the Security Interests intended to be conferred by or pursuant to this Floating Charge and, pending the

conferring of such Security Interests, hold such assets upon trust (or in any manner required by the Collateral Agent) for the Secured Parties; and/or

5.1.3 to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security Interests created, or intended to be created, by this Floating Charge.

5.2 The Chargor shall take all such action (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Secured Parties by or pursuant to this Floating Charge.

6 Representations and Warranties

The Chargor makes the representation and warranty listed below in favour of each of the Secured Parties.

6.1 Security Assets

It is the owner of the Security Assets with the right to transfer with absolute warrandice all or any part of the Security Assets and has good and marketable title to the Security Assets.

6.2 Repetition

The representation in this Clause 6 is deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of this Floating Charge and each day on which the representations and warranties contained in the Loan Agreement are repeated.

7 Undertakings

7.1 Duration of Undertakings

The Chargor undertakes to the Collateral Agent in the terms of this Clause 7 for the duration of the Security Period.

7.2 General Undertakings

7.2.1 Negative Pledge and Disposal Restrictions

It will not:

7.2.1.1 create or agree to create or permit to subsist or arise any Security Interest over all or any part of the Security Assets; or

7.2.1.2 sell, transfer, lease out, lend or otherwise dispose of all or any part of the Security Assets (save for Security Assets, other than Intellectual Property, on arm's length terms in the ordinary course of trading) or agree or attempt to do the same,

except as permitted by the Loan Agreement or with the prior written consent of the Collateral Agent.

7.2.2 Compliance with Laws

It shall at all times comply with all laws and regulations applicable to it and will obtain and maintain in full force and effect all Authorisations which may at any time be required with respect to any of the Security Assets.

7.2.3 Information

It shall supply promptly to the Collateral Agent such information in relation to the Security Assets as the Collateral Agent may reasonably request.

7.3 Power to Remedy

If the Chargor fails to comply with any undertaking set out in clause 7.2 (*General Undertakings*), and that failure is not remedied within 10 Business Days of the Collateral Agent giving notice to the Chargor or the Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Collateral Agent or any Receiver to take any action on its behalf which the Collateral Agent or the Receiver deems necessary or desirable to ensure that those undertakings are complied with. The Chargor shall reimburse to the Collateral Agent and/or any Receiver, on demand, all amounts expended by the Collateral Agent or any Receiver in remedying such failure together with interest in accordance with clause 8.4 (*Default Interest*) of the Loan Agreement from the date of payment by the Collateral Agent or Receiver (as the case may be) until the date of reimbursement.

8 Enforcement and Powers of the Collateral Agent

8.1 Enforcement

8.1.1 The Security Interests created pursuant to this Floating Charge shall become immediately enforceable following the occurrence of an Acceleration Event, following which the Collateral Agent may in its absolute discretion and without notice to the Chargor or the prior authorisation of any court:

8.1.1.1 enforce all or any part of the Security Interests created by this Floating Charge and take possession of or dispose of all or any of the Security Assets in each case at such times and upon such terms as it sees fit; and

8.1.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:

8.1.1.2.1 conferred from time to time by law; and

8.1.1.2.2 granted to a Receiver by this Floating Charge or from time to time by law; and

8.1.1.3 exercise all the rights, powers and discretions conferred on a Receiver by this Floating Charge, the Insolvency Act or otherwise by law, without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.2 Power of Sale and Other Powers

The power of sale and all other enforcement powers conferred by this Floating Charge shall be immediately exercisable by the Collateral Agent following the occurrence of an Acceleration Event and at any time thereafter.

8.3 Appropriation

8.3.1 In this Floating Charge, "financial collateral" has the meaning given to that term in the Financial Collateral Arrangements (No.2) Regulations 2003.

8.3.2 At any time after the occurrence of an Acceleration Event, the Collateral Agent may appropriate all or part of the financial collateral forming part of the Security Assets in or towards satisfaction of the Secured Liabilities.

8.3.3 The Parties agree that the value of any such Security Assets appropriated in accordance with Clause 8.3.2 above shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Collateral Agent by reference to such method or source of valuation as the Collateral Agent may reasonably select, including by independent valuation. The Parties agree that the methods or sources of valuation provided for or selected by the Collateral Agent in accordance with this Clause 8.3.3 shall constitute a commercially reasonable manner of valuation for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003.

8.3.4 The Collateral Agent shall notify the Chargor, as soon as reasonably practicable, of the exercise of its right of appropriation as regards such of the Security Assets as are specified in such notice.

9 Appointment of a Receiver

9.1 Appointment

9.1.1 At any time after the occurrence of an Acceleration Event, or at the request of the Chargor or its directors, the Collateral Agent may, without prior notice to the Chargor, appoint a Receiver in respect of the Security Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his or her place.

9.1.2 The Collateral Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act.

9.2 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Floating Charge (unless the document appointing such Receiver states otherwise).

9.3 Remuneration of Receiver

The Collateral Agent may from time to time fix the remuneration of any Receiver.

9.4 Liability of the Collateral Agent for Actions of a Receiver

Each Receiver shall be the agent of the Chargor which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him or her. No Secured Party shall be responsible for any misconduct, negligence or default of a Receiver.

9.5 Powers of a Receiver

9.5.1 A Receiver shall have (and be entitled to exercise) in relation to the Security Assets over which he or she is appointed the following powers (as the same may be varied or extended by the provisions of this Floating Charge):

9.5.1.1 all of the powers set out in schedule 1 and schedule 2 to the Insolvency Act (whether or not the Receiver is an administrative receiver);

9.5.1.2 all of the powers conferred on the Collateral Agent under this Floating Charge;

9.5.1.3 all the powers and rights of an owner and the power to do or omit to do anything which the Chargor itself could do or omit to do; and

9.5.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested

In the Receiver pursuant to this Floating Charge or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Chargor; the collection and/or realisation of Security Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Chargor (including, without limitation, by utilisation of the company seal of the Chargor)).

10 Application of Moneys

10.1 Order of Application

10.1.1 All amounts from time to time received or recovered by the Collateral Agent pursuant to the terms of this Floating Charge or in connection with the realisation or enforcement of all or any part of the Security Interests created by this Floating Charge (the "Recoveries") shall be held by the Collateral Agent on trust to apply the same at any time as the Collateral Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 10), in the following order, after the payment of any preferential debts ranking in priority to the Secured Liabilities:

10.1.1.1 in discharging any sums owing to the Collateral Agent or any Receiver;

10.1.1.2 in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of the Security Interests created by this Floating Charge;

10.1.1.3 in payment of any Secured Liabilities; and

10.1.1.4 the balance of any Recoveries, after all amounts due under Clauses 10.1.1.1 to 10.1.1.3 above have been paid in full, to the Chargor or other person entitled thereto.

10.1.2 The provisions of this Clause 10.1 will override any appropriation made by the Chargor.

10.2 Prospective Liabilities

Following the occurrence of an Acceleration Event, the Collateral Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Collateral Agent with such financial institution (including itself) and for so long as the Collateral Agent shall think fit (the interest being credited to the relevant account) for later application under Clause 10.1 (*Order of Application*) in respect of:

10.2.1 any sum owed to a Secured Party; and

10.2.2 any part of the Secured Liabilities,

that the Collateral Agent reasonably considers, in each case, might become due or owing at any time in the future.

10.3 Investment of Proceeds

Prior to the application of the proceeds of the Recoveries in accordance with Clause 10.1 (*Order of Application*) the Collateral Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Collateral Agent with such financial institution (including itself) and for so long as the Collateral Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Collateral Agent's discretion in accordance with the provisions of Clause 10.1 (*Order of Application*).

10.4 Currency Conversion

10.4.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities the Collateral Agent may convert any monies received or recovered by the Collateral Agent from one currency to another, at a market rate of exchange.

10.4.2 The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

10.5 Permitted Deductions

10.5.1 The Collateral Agent shall be entitled, in its discretion:

10.5.1.1 to set aside by way of reserve, amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Floating Charge; and

10.5.1.2 to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Bank under any of the Loan Documents or otherwise.

10.6 Good discharge

10.6.1 Any payment to be made in respect of the Secured Liabilities by the Collateral Agent may be made to the Agent on behalf of the Finance Parties and any payment made in that way shall be a good discharge, to the extent of that payment, by the Collateral Agent.

10.6.2 The Collateral Agent is under no obligation to make the payments to the Agent under Clause 10.6.1 in the same currency as that in which the obligations and liabilities owing to the relevant Finance Party are denominated.

11 Protection of Third Parties

11.1 No Obligation to Enquire

No purchaser from, or other person dealing with, a Secured Party shall be obliged or concerned to enquire whether:

11.1.1 the right of the Secured Party to exercise any of the powers conferred by this Floating Charge has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or

11.1.2 any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

11.2 Receipt Conclusive

The receipt of the Collateral Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve such purchaser of any obligation to see to the application of any moneys paid to or by the direction of the Collateral Agent or any Receiver.

12 Protection of the Secured Parties

12.1 No Liability

No Secured Party shall be liable in respect of any of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless caused by that Secured Party's gross negligence, wilful default or breach of any of its obligations under the Loan Documents.

12.2 Possession of Security Assets

Without prejudice to Clause 12.1 (*No Liability*), if a Secured Party enters into possession of the Security Assets, it will not be liable to account as security holder in possession and may at any time at its discretion go out of such possession.

12.3 No proceedings

No Party (other than the Collateral Agent, a Receiver or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of a Secured Party in respect of any claim it might have against a Secured Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Loan Document or any Security Asset and any officer, employee or agent of a Secured Party may rely on this Clause 12.3.

13 Cumulative Powers and Avoidance of Payments

13.1 Cumulative Powers

The powers which this Floating Charge confers on the Collateral Agent and any Receiver appointed under this Floating Charge are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Collateral Agent or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Collateral Agent and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

13.2 Amounts Avoided

If any amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this Floating Charge that amount shall not be considered to have been paid. No interests shall accrue on any such amount, unless and until such amount is so avoided or set aside.

13.3 Discharge Conditional

Any settlement or discharge between the Chargor and the Collateral Agent shall be conditional upon no security or payment to the Collateral Agent by the Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Collateral Agent under this Floating Charge) the Collateral Agent shall be entitled to recover from the Chargor the value which the Collateral Agent has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

14 Ruling-off Accounts

If the Collateral Agent receives notice of any subsequent Security Interest or other interest affecting any of the Security Assets it may open a new account for the Chargor in its books. If it does not do so then (unless it gives written notice to the contrary to the Chargor), as from the time it receives that notice, all payments made by the Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

15 Power of Attorney

The Chargor irrevocably and severally appoints each of the Collateral Agent and any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect

and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Floating Charge, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under this Floating Charge or otherwise for any of the purposes of this Floating Charge, and the Chargor undertakes to the Collateral Agent and any Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

16 Delegation

16.1 A Secured Party may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Floating Charge.

16.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Secured Party may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

17 Redemption of Prior Charges

The Collateral Agent may redeem any prior Security Interest on or relating to any of the Security Assets or procure the transfer of that Security Interest to itself, and may settle and pass the accounts of any person entitled to that prior Security Interest. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor. The Chargor will on demand pay to the Collateral Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

18 Miscellaneous

18.1 Assignment

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Floating Charge. The Collateral Agent may assign and transfer all or any part of its rights and obligations under this Floating Charge.

18.2 Counterparts

18.2.1 This Floating Charge may be executed in any number of counterparts and by each of the parties on separate counterparts.

18.2.2 Where executed in counterparts:

18.2.2.1 this Floating Charge will not take effect until each of the counterparts has been delivered; and

18.2.2.2 where any counterpart is being held as undelivered, delivery will only take place when the date of delivery is agreed between the parties after the execution of this Floating Charge.

18.3 Undertaking to Release

At the end of the Security Period, the Collateral Agent shall, at the request and cost of the Chargor, release the Security Assets from the security constituted by this Floating Charge by executing a release substantially in the form set out in the Schedule (*Form of Deed of Release*) with such amendments and the Collateral Agent may agree or executing any other documents or taking any other action which may be necessary to release the Security Assets from the Security Interests constituted by this Floating Charge.

18.4 Notices

All notes or demands under this Floating Charge shall be served in accordance with clause 27 (*Notices*) of the Loan Agreement.

19 Governing Law

This Floating Charge and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

20 Jurisdiction

- 20.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Floating Charge (including a dispute relating to the existence, validity or termination of this Floating Charge or any non-contractual obligation arising out of or in connection with this Floating Charge) (a "Dispute").
- 20.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 20.3 This Clause 20 is for the benefit of the Collateral Agent only. As a result, the Collateral Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF these presents consisting of this page, the preceding 15 pages and the Schedule are executed as follows and, where executed in counterparts, are delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date appearing at the head of page 1.

For and on behalf of **MONEY DASHBOARD LTD**

signature of witness

HOLLY TUCKER

full name of above (print)

Address of witness

signature of director/authorised signatory

GRANT JEFFREY FOLEY

full name of above (print)

24TH MARCH 2023

date of signing

LONDON

place of signing

For and on behalf of SILICON VALLEY BANK UK LIMITED



signature of witness

GUY THOMPSON

full name of above (print)



Address of witness



signature of authorised signatory

JOEL MURPHY

full name of above (print)

23/3/2023

date of signing

SUB OFFICE

place of signing

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING BOND AND FLOATING CHARGE BY
MONEY DASHBOARD LTD IN FAVOUR OF SILICON VALLEY BANK UK LIMITED

SCHEDULE – FORM OF DEED OF RELEASE

Release (this "Release") by:

- (1) **SILICON VALLEY BANK UK LIMITED** a private limited company incorporated in England and Wales with registered number 12546585 and having its registered office at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR, UK, as agent and trustee for the Secured Parties (the "Collateral Agent");

in favour of

- (2) **MONEY DASHBOARD LTD** (company number SC301187) whose registered office is at Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, United Kingdom, EH4 2HS (the "Chargor").

It is agreed as follows:

1. Capitalised terms used but not otherwise defined in this Release have the meaning ascribed to them by the bond and floating charge granted by the Chargor in favour of the Collateral Agent on [●] (the "Floating Charge").
1. The Collateral Agent releases all and any Security Interests created by, or evidenced in, the Floating Charge (together the "Security Interests").
2. The Collateral Agent agrees, subject to its costs for so doing being fully indemnified by the Chargor, to execute such other documents for the release of the Security Interests as the Chargor may reasonably require.
3. This Release and any non-contractual obligations arising out of or in connection with it are governed by Scots Law.

IN WITNESS WHEREOF these presents consisting of this page are executed as follows:

[Add signature blocks]

NOTE: this form of release is intended to provide a simple template for the Collateral Agent to execute on redemption of the secured liabilities without needing to take additional legal advice at such time should it choose not to. It cannot therefore be negotiated until the time of release, at which point the Collateral Agent will consider any proposed amendments from the Chargor.