

ANNEX 1

Short description of property/properties securing the charge (if any):

All the Chargor's present and future right, title and interest in:

- (a) the Shares; and
- (b) the Dividends.

Please refer to the attached "Definitions of terms used in the Statement Containing Particulars of Charge in respect of the Charge" for the definitions of the various terms used.

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ANNEX 2

Restrictions/Prohibitions (if any):

- (a) The Chargor shall not without the prior written consent of the Lender:
- (i) permit any person other than the Chargor, the Lender or the Lender's nominee to be registered as holder of the Shares; or
 - (ii) create or permit to subsist any Security (other than the Security created by the Charge) on or over any Charged Asset; or
 - (iii) sell, transfer or otherwise dispose of any Charged Asset.
- (b) The Chargor shall not do or cause or permit to be done anything which is a variation or abrogation of the rights attaching to or conferred by the Charged Assets or which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the Charged Assets or the Charge and the Chargor will vote against and cause any director of the Company appointed by the Chargor to vote against any resolution which would have such an effect (if passed).
- (c) Whether the Shares are registered in the name of the Chargor, the Lender or a nominee for the Lender before the Security created by the Charge becomes enforceable, the Chargor may exercise or direct how the votes attaching to the Shares are to be exercised provided that:
- (i) no vote shall be cast or right exercised or other action taken which:
 - (A) would be inconsistent with or result in any breach of the terms and conditions of the Charge, or might have a material adverse effect on the value of the Shares, or might materially prejudice the interests of the Lender in the Charged Assets; or
 - (B) relates to a participation in a rights issue or to receiving dividends other than in cash or concerns a merger, consolidation, allotment of shares, change to constitutional documents, transfer of ownership (legal or beneficial), insolvency or matters which would be prohibited under the Finance Documents; and
 - (ii) the Chargor shall not, by the exercise of its voting rights, do or otherwise permit or agree to any variation of the rights attaching to the Shares.

Please refer to the Charge for further restrictions/prohibitions.

Please refer to attached "Definitions of terms used in the Statement Containing Particulars of Charge in respect of the Charge" for the definitions of the various terms used.



ANNEX 3

Amount Secured Description:

The Charge secures the Secured Obligations.

Notwithstanding that the heading "Amount Secured By This Charge" of the Statement Containing Particulars of Charge refers to the sum of EUR 25,000,000, the "Amount Secured By This Charge" shall mean the Secured Obligations.

Please refer to the Charge for further salient terms and conditions.

Please refer to attached "Definitions of terms used in the Statement Containing Particulars of Charge" for the definitions of the various terms used.

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**DEFINITIONS OF TERMS USED IN THE STATEMENT CONTAINING PARTICULARS OF CHARGE
IN RESPECT OF THE CHARGE**

"**Charged Assets**" means all or any of the assets of the Chargor which are the subject of any Security created or to be created by the Charge.

"**Company**" means Kalixa Payments Group Limited a company registered in England and Wales with registration number 06580786 and having its registered address at The Corn Mill, 1 Roydon Road, Stanstead Abbots, Hertfordshire, SG12 8 XL.

"**Dividends**" means all dividends, interest and other distributions paid or payable on or in respect of the Shares.

"**Finance Documents**" has the meaning ascribed to it in the Loan Agreement.

"**Loan Agreement**" means the loan agreement in relation to an EUR 25,000,000 credit facility dated on or about 19 May 2017 between the Lender and the Chargor.

"**Secured Obligations**" means all present and future obligations and liabilities of the Chargor to the Lender under or in connection with the Loan Agreement or under the Charge, in each case whether actual or contingent and whether owed or incurred alone or jointly and/or severally and as principal or as surety or in any other capacity or of any nature.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"**Shares**" means the shares in the Company specified in Schedule 1 (*Particulars of the Shares*) of the Charge and any other shares in the Company issued and/or allotted to the Chargor or in which the Chargor has an interest from time to time.

Please refer to the Charge for further definitions.

