



DEUTSCHE BANK AG LONDON

and

VOLBROKER.COM LIMITED

DEED OF ASSIGNMENT

Dated 6<sup>th</sup> April 2000

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WHITE & CASE  
7-11 Moorgate  
London EC2R 6HH

THIS ASSIGNMENT is made the sixth day of April 2000.

BY AND BETWEEN

(1) Deutsche Bank AG London having a place of business at Winchester House, 1 Great Winchester Street, London, EC2N 2DB ('the Assignor') of the one part,

AND

(2) Volbroker.com Limited (registered in England under no. 3895104) of 7-11 Moorgate, London, EC2R 6HH ('the Assignee') of the other part.

#### RECITALS

(A) The Assignor has developed a currency trading system known as the Original ECO System (as hereinafter defined).

(B) The Assignor has agreed to assign to the Assignee certain rights in the Intellectual Property relating to the Original ECO System subject to the terms of this Deed.

NOW THIS DEED WITNESSETH as follows:

#### 1. Definitions and Interpretation

1.1 In this Deed including the Recitals and the Schedule:

"dBus System" means the messaging middleware software used to distribute information between applications as further defined in Annex F to the JVA;

"ECO System IPR" means the Intellectual Property in the Original ECO System (including, without limitation, rights in the domain names 'volbroker.com' and 'volbroker.co.uk' and the registered trade mark application for 'volbroker') excluding any Intellectual Property in the dBus System;

"JVA" means the Class A Shareholders Agreement between the Assignee, DB Vehicle Solutions Ltd, UBS AG and Citibank Investments Ltd dated 23 March 2000;

"Original ECO System" means the currency trading system developed by the Assignor in both source code and object code form as further described in Annex E to the JVA as it exists at the date of this Deed; and

"Affiliate", "Business Day" and "Intellectual Property" shall have the meanings given to them in the JVA.

1.2 The headings in this Deed are for convenience only and shall not be taken into account or affect the construction of any provision hereof.

#### 2. Assignment

2.1 In consideration of the allotment to DB Vehicle Solutions Limited of Class B Shares which represent from time to time an aggregate of 3% of the issued share capital of the

Assignee ("Class B Consideration"), the Assignor hereby assigns, with full title guarantee, the ECO System IPR to the Assignee absolutely and free from encumbrances, together with all rights and powers arising or accrued therefrom including, without limitation, the right to apply for and be granted patents, utility models or other statutory protection anywhere in the world based on the ECO System IPR and the right to sue for damages and other remedies in respect of any infringement or misuse of the ECO System IPR which may have occurred prior to the date hereof.

2.2 The Class B Consideration as of the date of this Deed represents and is valued at £290,250 (two hundred and ninety thousand, two hundred and fifty pounds sterling).

2.3 The assignment granted by this Deed shall not, for the avoidance of doubt, include an assignment of any Intellectual Property in the dBus System.

### 3. Provision of Data and Assistance

3.1 At the request and cost of the Assignee, the Assignor shall promptly execute, and shall procure that its employees, contractors and agents promptly execute, all such documents and do all such acts as may be necessary to enable the Assignee to make any application for patent, utility model or other statutory protection in any part of the world covering in whole or in part the ECO System IPR and to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.

3.2 The Assignor shall, within 5 (five) Business Days after signature of this Deed, transfer to the Assignee copies of all computer programs and other software and other information comprising the Original ECO System together with documents relating to any patent application in the course of preparation and relating to the Original ECO System.

3.3 The Assignor shall, upon request and subject to their availability, make available to the Assignee the services of Kevin Rodgers and Dirk Ward to assist in the further preparation, filing and prosecution of any patent application filed by the Assignee in connection with the ECO System IPR. The Assignor may charge, and the Assignee shall in that event pay, for the services provided at the Assignor's standard hourly rates current at the time of provision together with all reasonable travel and subsistence costs.

3.4 The Assignor hereby undertakes that he shall, and shall procure that his employees, contractors and agents shall, at all times hereafter keep all information the rights in which are assigned under this Deed, confidential and shall not without the prior written permission of the Assignee use it or disclose it to any person. PROVIDED that this undertaking shall not apply to any part of the said information that is, and to the extent that it is, generally available to the public or enters the public domain other than as a result of disclosure by the Assignor which is unauthorised by the Assignee or which becomes lawfully available to the Assignor from a third party who has a legal right to use and disclose the said information and is not bound by any obligation of confidentiality in relation to the same.

### 4. Warranties

4.1 The Assignor hereby warrants that:

(i) it owns the ECO System IPR;

- (ii) it has all necessary rights, authorisations and licences to enable it to perform its obligations in accordance with this Deed; and
- (iii) subject to the Assignee obtaining necessary licences in third party-owned, commercially available software (including, without limitation, Fenics, Vitria and Oracle), the use of the Original ECO System by the Assignee in accordance with the terms of the JVA shall not infringe any Intellectual Property owned by any third party.

4.2 If the Assignee shall be prevented from using the Original ECO System in accordance with the JVA by reason of the existence of any valid and enforceable Intellectual Property owned by a third party then the Assignor shall use all reasonable endeavours to:

- (i) assist the Assignee to design and develop modifications to the Original ECO System that will enable the Assignee to continue to use the System; and/or
- (ii) obtain, at the cost of the Assignor, a licence for the benefit of the Assignee in and under any such Intellectual Property from the owner thereof.

4.3 To the extent that title in any of the ECO System IPR vests in an Affiliate of the Assignor or any of the employees, contractors or agents from time to time of the Assignor or any of its Affiliates, the Assignor hereby undertakes promptly to obtain an assignment of the relevant ECO System IPR for the benefit of the Assignee from any such Affiliate, employee, contractor or agent.

4.4 To the extent permitted by law, the Original ECO System is provided 'as is', exclusive of any warranty, other than those stated above, including, without limitation, warranties and conditions of merchantability or fitness for a particular purpose, or any other warranty or condition, whether express or implied. The Assignor does not warrant that operation of the Original ECO System will be uninterrupted or error free.

## 5. Liability

5.1 The Assignor shall have no liability to the Assignee in respect of any breach of any or all of the warranties made by it in Clause 4 above arising from any infringement of any third party patent in relation to the use of the Original ECO System.

5.2 The aggregate liability of the Assignor in respect of any breach of any or all of the warranties made by it in Clause 4 above relating to any of the Assignor's Affiliates or any of the employees, contractors or agents from time to time of the Assignor or any of its Affiliates owning any of the ECO System IPR or acting inconsistently with the Assignor's acquisition of the ECO System IPR shall not exceed £6,000,000.

5.3 The aggregate liability of the Assignor in respect of any breach, other than as covered in Clause 5.2 above, of any or all of the warranties made by it in Clause 4 above shall not exceed £1,000,000.

6. Law

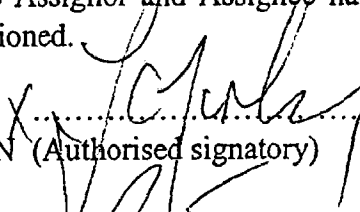
This Deed is governed by and is to be construed in accordance with the laws of England and Wales, and any dispute under this Deed will be subject to the exclusive jurisdiction of the Courts of England.

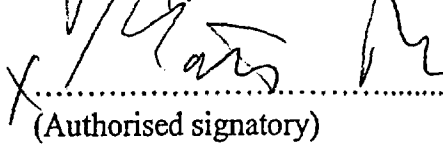
7. Value of Transaction

It is hereby certified that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration involved exceeds £500,000.


IN WITNESS whereof the Assignor and Assignee have executed this Deed in two copies on the date first above mentioned.

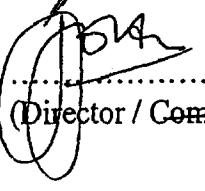
SIGNED as a deed by  
DEUTSCHE BANK AG LONDON (Authorised signatory)

 ..... JIM TURLEY (MD)

 ..... MATT JENKINSON (MD)  
(Authorised signatory)

SIGNED as a deed by  
VOLBROKER.COM LIMITED

 ..... KEVIN RODGERS  
(Director)

 ..... J. JEFFREY  
(Director / Company Secretary)