

**PRIORITY OF SECURITY AGREEMENT  
AGREED FORM 08.04.16**

From: cloudBuy PLC  
5 Jupiter House,  
Calleva Park,  
Aldermaston,  
Reading RG7 8NN

To: Roberto M. Sella  
2003 Delancey Street  
Philadelphia PA  
19101-6509

2016

Dear Roberto

**Proposed grant of security by cloudBuy Plc (the “Company”) to you in relation to the issue to you of up to 4,172,562 £1.00 secured convertible loan notes and 1,577,438 £1.00 secured loan notes (the “Loan Notes”) (the “Proposed Transaction”)**

We refer to the Proposed Transaction, details of which are set out in the circular which it is proposed will be sent to shareholders of the Company on 2016 (the “**Circular**”).

For ease of reference, words and expressions defined in the Circular shall, unless the context provides otherwise, have the same meaning in this letter.

We each acknowledge that the Company is in the process of changing the bankers of the Company from HSBC Bank plc to Barclays Bank plc (“**Barclays**”) (together, the “**Banks**”) and that the Company’s proposed security arrangements to be undertaken with the Banks will not be finalised prior to the completion of the financing of the Company under the Proposed Transaction.

We each further acknowledge and agree that if requested by Barclays, we shall each take such action and execute such documents promptly as may reasonably be required to give effect to the terms of this letter, including without limitation executing a deed of priority in favour of Barclays relating to Barclays’ priority of security, such priority to be limited to a maximum amount of £300,000 held by the Company (the “**Deed of Priority**”). The terms of this letter shall cease to have effect upon entry into the Deed of Priority.

This letter and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation, shall be governed by and construed in accordance with English law and the parties to this letter agree to submit to the exclusive jurisdiction of the English courts.

Please sign and return the endorsement at the bottom of the enclosed copy of this letter in acknowledgment and agreement of the terms of this letter.

This letter may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This letter has been executed as a deed by the parties to it on the date appearing at the top of the first page.

Yours sincerely,

\_\_\_\_\_  
Executed as a Deed  
by **CLOUDBUY PLC**  
acting by a director,  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness signature

Witness name

Witness address

Witness occupation

I agree and acknowledge the terms of this letter:

\_\_\_\_\_  
Executed as a Deed  
by **ROBERTO M. SELLA**  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness signature

Witness name

Witness address

Witness occupation