

DATED 16/06/2017

SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

Relating to Sapphire Financial Solutions Ltd

DATE 16th June

2017

PARTIES

- (1) **Trustees of John Garvey Pension Scheme** of Daws House, 33-35 Daws Lane, London, NW7 4SD, (the **"Investor"**);
- (2) **Sapphire Financial Solutions Ltd** whose registered office is situated at Kingswood, Turncroft Hall, Darwin, Lancashire, BB3 2BT (Company No. **07701022**) (the **"Company"**)

INTRODUCTION

- (A) The Company is a company limited by shares, brief particulars of which are set out in schedule 2.
- (B) Details of the legal and beneficial ownership of the share capital of the Company are set out in parts 1 and 2 of schedule 3.
- (C) The Investor wishes to subscribe for shares in the capital of the Company on and subject to the terms of this agreement.

AGREED TERMS

1. Definitions

In this agreement, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

"Accounts" means the audited balance sheet and profit and loss account of the Company or, if the Company has any subsidiaries, a consolidation of the audited balance sheets and profit and loss accounts of the Company and the Subsidiaries for the period ended on the Accounts Date in the agreed form;

"Accounts Date" means 31/06;

"Act" means the Companies Act 2006;

"Board" means the board of directors of the Company as constituted from time to time;

"Business" as more fully described in the Business Plan;

"Business Day" means a day on which the English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"Business Plan" means the business plan for the Company in the agreed form;

"Claim(s)" means any claim(s) for breach of any Warranty;

"Completion" means completion by the parties of their respective obligations in accordance with clause 4 (Completion);

"Completion Conditions" means the conditions set out in Part 1 schedule 4;

"Completion Date" means the date upon which Completion occurs;

"CTA 2010" means the Corporation Tax Act 2010;

"Data Protection Legislation" means the Data Protection Acts of 1984 and 1998, and the EU Data Protection Directive 95/46/EC;

"Data Protection Principles" has the same meaning as the term "Data Protection Principles" under the Data Protection Legislation;

"Disclosed" means fairly disclosed to the Investors in the Disclosure Letter with sufficient explanation and detail to enable the Investors to identify clearly the nature, scope and full implications of the matters disclosed;

"Disclosure Letter" means the letter in the agreed form from the Warrantors to the Investors executed and delivered immediately before Completion;

"Encumbrance" means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Environment" means air, water, land, buildings structures, enclosures, or other constructions, flora, fauna and humans;

"Environmental Consents" means any permit, licence, authorisation, approval or consent required under or agreement made pursuant to any Environmental Law;

"Environmental Law" means all laws (including common laws, statutes and subordinate legislation), treaties, conventions, regulations, codes of practice or guidance notes concerning the Environment or health and safety which are or were binding upon the Company;

"Preferred Shares" shall have the same meaning as Class B Preference shares

"Financial Year" means a financial year as determined in accordance with section 390 of the Act;

"Second Tranche Shares" means the 20,000 shares subscribed by the Investor pursuant to clause 3.1;

"Further Disclosure Letter" means the letter in the agreed form from the Warrantors to the Investors executed and delivered immediately before Second Completion

"HMRC" means HM Revenue & Customs;

"Incidental Amount" means the amount of a Material of Environmental Concern present in the Environment which is insufficient to cause harm or have a deleterious effect on the Environment;

"Intellectual Property" means copyrights, trade and service marks, including the Trade Marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how, registered designs, design rights, patents, utility models, semiconductor topographies, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to

any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration in respect of any of the same;

"Investor" means the person, whose names and addresses are set out in part 1 of schedule 1 and any other person to whom any of them transfer their shares and who becomes a party as an "Investor" by signing a Deed of Adherence in accordance with clause 14.2 and is named therein as an "Investor";

"IPO" means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) to or the grant of permission by any like authority for the same to be traded or quoted on the Nasdaq National Stock Market of the NASDAQ OMX Group Inc. or on the Official List of the United Kingdom Listing Authority or on the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003;

"Key Employee" means any employee who is or was during the Period employed by any Group Company:

- (a) at management grade; or
- (b) in a senior capacity;

"Listing Rules" means the listing rules made by the United Kingdom Listing Authority as the competent authority pursuant to Part VI of the Financial Services and Markets Act 2000 as amended from time to time and including any guidance or guidance manual issued by the United Kingdom Listing Authority from time to time relating to or connected with the listing rules;

"Management Accounts" means the management accounts of the Company.

"Materials of Environmental Concern" means any substance which may cause harm to or have a deleterious effect on the Environment;

"New Shares" means the shares subscribed by the Investors pursuant to clause 3.1 at a price of £1.00 per share

"Ordinary Shares" means ordinary shares of £1.00 each in the capital of the Company having the rights set out in the New Articles;

"Period" means the period of two years immediately preceding the Termination Date;

"Permitted Transferees" shall have the same meaning as set out in the New Articles

"Personal Data" has the same meaning as the term "personal data" under the Data Protection Legislation;

"Properties" means the properties described in schedule 8;

"Remuneration Committee" means the remuneration committee of the Board appointed in accordance with clause 9.8 and schedule 11;

"Resolutions" means the resolutions in agreed form to be passed by the Company.

"Sale" means a Share Sale or an Asset Sale, both as defined in the New Articles;

"Service Agreements" means the agreements in the agreed form to be entered into between the Company and each of the Managers;

"Shareholders" means each of the Managers and the Investors and the other members of the Company from time to time who are a party to this agreement;

"Shares" means the Ordinary Shares and the Class B Preference Shares;

"Social Obligations" means:

- (a) any common or statutory law, regulation, directive, code of practice or other law in any jurisdiction relating to the relationship between any Group Company and its employees, any potential employee and any trade unions and/or the health and safety of its employees; and
- (b) any agreements or arrangements between any Group Company and its employees and/or any trade union or other organisation which represents some or all of its employees;

"Taxation" means all forms of taxation, duties, rates, levies, contributions, withholdings, deductions, liabilities to account, charges and imposts whether imposed in the United Kingdom or elsewhere in the world;

"Taxing Authority" means HM Revenue & Customs and any other governmental, state, federal, provincial, local governmental or municipal authority, body or official whether of the United Kingdom or elsewhere in the world;

"Termination Date" means the date upon which the Manager concerned ceases to be a director or employee of or a consultant to, the Company whichever is the latest;

"Trade Marks" means the trade and service marks and applications, together with associated logos, owned by the Company, full details of which are set out in the Disclosure Letter;

"VAT" means value added tax chargeable under the VATA or under any legislation replacing it or under any legislation which the VATA replaced and further means value added tax at the rate in force when the relevant supply is made and any tax of a similar nature which is introduced in substitution for such value added tax;

"VATA" means the Value Added Tax Act 1994;

"Warranties" means the warranties given pursuant to clause 6 (references to a particular representation or warranty being to a statement set out in schedule 5); and

"Warrantors" means the Company and each of the Managers.

2. Interpretation

- 2.1 Words and expressions which are defined in the New Articles shall have the meanings attributed to them therein when used in this agreement unless otherwise defined or the context otherwise requires.
- 2.2 Words and expressions which are defined in the Act (to the extent applicable) shall have the meanings attributed to them therein when used in this agreement unless otherwise defined or the context otherwise requires.

- 2.3 The clause and paragraph headings and the table of contents used in this agreement are inserted for ease of reference only and shall not affect construction.
- 2.4 References to an Investor Director shall include any alternate appointed to act in his place from time to time.
- 2.5 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 2.6 References to documents "**in the agreed form**" are to documents in terms agreed on behalf of the Company and the Investors and initialled on behalf of each such party for the purposes of identification only.
- 2.7 References to those of the parties that are individuals include their respective legal personal representatives.
- 2.8 References to "**writing**" or "**written**" includes any other non-transitory form of visible reproduction of words.
- 2.9 References to the word "**include**" or "**including**" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "**other**" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.
- 2.10 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
- 2.11 References to statutory provisions, enactments or EC Directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive (whether before or after the date of this agreement), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or EC Directive unless any such change imposes upon any party any liabilities or obligations which are more onerous than as at the date of this agreement.
- 2.12 Section 1122 of the CTA 2010 shall apply to determine whether one person is connected with another for the purposes of this agreement.
- 2.13 References in clauses 6 (Warranties), 9 (The Board and the Investor Directors), 10 (Information rights), 11 (Consent matters), 12 (Business undertakings), 15 (Restrictive covenants), 16 (Confidentiality), schedule 5 (Warranties), schedule 6 (Consent matters) and schedule 7 (Undertakings) to the Company and the Board shall include each of the subsidiaries of the Company and the directors for the time being of those subsidiaries respectively.

3. Subscriptions

- 3.1 Subject to the provisions of clause 4, the Investors apply for the allotment and issue to them at Completion of the following shares as set out in the table below and the Company accepts such applications:

Investor	No. of Shares	Total subscription monies (£)
John Garvey Pension Scheme	20,000 CLASS B PREFERENCE SHARES	£20,000

- 3.2 Each of the parties (other than the Company) agrees to vote in favour of the Resolutions and hereby irrevocably waives or procures the waiver of all or any pre-emption rights he or his nominees may have pursuant to the Company's articles of association or otherwise so as to enable the issue of any shares in the capital of the Company contemplated by this agreement to proceed free of any such pre-emption rights.

4. Completion

- 4.1 The following events shall occur on the Completion Date:

- (a) each Investor shall pay the sum set out against its name in column 3 of the table in clause 3.1 above by electronic funds transfer to the bank account of the Company and payment made in accordance with this clause 4.1 shall constitute a good discharge for the Investor of its obligations under this clause 4.1:
- (b) a meeting of the Board shall be held at which the Company shall:
 - (i) issue the New Shares credited as fully paid to the Investors and enter their names in the register of members in respect thereof;
 - (ii) execute and deliver to the Investors certificates for the New Shares;
 - (iii) pass any such other resolutions as may be required to carry out the obligations of the Company under this agreement.

- 4.2 The Company shall notify the Investors as soon as it or they become aware of any fact or circumstance which has caused or will or is likely to cause any of the conditions listed in part 2 of schedule 4 not to be satisfied.

5. Warranties

- 5.1 The Warrantors acknowledge that the Investor has been induced to enter into this agreement and to subscribe for the New Shares on the basis of and in reliance upon the Warranties amongst other things.
- 5.2 The Warrantors jointly and severally warrant to the Investor that each and every Warranty is true, accurate and not misleading at the date of this agreement subject only to:
- (a) the matters Disclosed in the Disclosure Letter; and
 - (b) any exceptions expressly provided for under this agreement.

- 5.3 Each Warranty is a separate and independent warranty, and, save as otherwise expressly provided, no Warranty shall be limited by reference to any other Warranty or by the other terms of this agreement and the Disclosure Letter.
- 5.4 The rights and remedies of the Investor in respect of any breach of any of the Warranties shall not be affected by Completion, any investigation made by or on behalf of the Investors into the affairs of the Company or any other event or matter whatsoever which otherwise might have affected such rights and remedies except a specific and duly authorised written waiver or release.
- 5.5 The Investor shall have the right to claim in respect of any breach of the Warranties either against the Company or against any of the other Warrantors and/or partly against the Company and partly against any of the other Warrantors and in the case of a Claim against the Company no counterclaim or right of contribution or indemnity shall lie against the other Warrantors and in the case of a Claim against any or all of the other Warrantors no counterclaim or right of contribution or indemnity shall lie by any of them against the Company or any other Warrantor.
- 5.6 Where any Warranty is qualified by the expression "so far as the Warrantors are aware" or words having similar effect, such Warranty shall be deemed to include a statement that such awareness means both the actual knowledge of the Managers and also such knowledge which the Managers would have had if they had made reasonable enquiry of all relevant persons.
- 5.7 The Investor agree among themselves that the following provisions shall (unless they subsequently agree amongst themselves to the contrary acting by way of an Investor Majority) apply in relation to the enforcement of any of the obligations of the Warrantors owed to the Investors under this agreement (the "Obligations"):
- (a) no claim in respect of any breach of the Obligations shall be brought by any of the Investor without the prior written consent of an Investor Majority provided that all Investor have been informed of the breach of the Obligations and consulted prior to an Investor Majority decision being made;
 - (b) the costs incurred by any Investor in bringing a claim in respect of any breach of the Obligations shall be borne by all of the Investors proportionately to their holding of shares in the capital of the Company at that time; and
 - (c) any damages obtained as a result of any claim in respect of any breach of the Obligations will, after deduction of all costs and expenses, be divided amongst the Investor in such proportions.

Any Investor shall be entitled to waive the Obligations owed to it at any time prior to the issue of proceedings with the consequence that it shall not be liable to bear its proportion of the costs referred to in (b) above (which costs per Investor shall increase rateably for the remaining Investors) nor entitled to any of the damages referred to in (c) above.

6. Limitations on Warranty Claims

- 6.1 The limitations set out in this clause shall not apply to any Claim which is:
- (a) the consequence of fraud, dishonesty, wilful concealment or wilful misrepresentation by or on behalf of the Warrantors.

Failure to give reasonable details of any Claims shall not prevent the Investors from proceeding with any Claim otherwise made properly under this agreement.

6.2 The aggregate liability of the Warrantors in respect of all and any Claims shall be limited to:

- (a) in the case of the Company, an amount equal to the aggregate amount subscribed by the Investor pursuant to this agreement; and

together with the proper and reasonable costs of recovery in respect of any Claim incurred by or on behalf of the Investors.

6.3 The Warrantors shall not be liable in respect of any Claim unless the aggregate liability for all Claims exceeds £10,000 in which case the Warrantors shall be liable for the entire amount and not merely the excess.

6.4 No liability of the Warrantors in respect of any breach of any Warranty shall arise:

- (a) if such breach occurs by reason of any matter which would not have arisen but for the coming into force of any legislation not in force at the Completion Date or by reason of any change to HM Revenue & Customs' practice occurring after the Completion Date;
- (b) to the extent that specific allowance, provision or reserve has been made in the Accounts or in the Management Accounts specifically in respect of the matter to which such liability relates;
- (c) to the extent that such breach or claim arises as a result of any change in the accounting bases or policies in accordance with which the Company values its assets or calculate its liabilities or any other change in accounting practice from the treatment or application of the same used in preparing the Accounts (save to the extent that such changes are required to correct errors or because relevant generally accepted accounting principles have not been complied with).

6.5 The Investors shall be entitled to make a Claim in respect of liability which is contingent or unascertained provided that written notice of the Claim (giving as far as practical the amount and details of the Claim) is given to the Warrantors before the expiry of the relevant periods specified in clause 7.2.

6.6 The Warrantors shall not be liable for any Claim if the alleged breach which is the subject of the Claim is capable of remedy and is remedied to the reasonable satisfaction of the Investors by the Warrantors within 30 days of the date on which the notice in clause 7.2 above is received by the Warrantors.

6.7 Nothing in this agreement shall prejudice each Investor's duty under common law to mitigate any loss or liability which is the subject of a Claim.

7. Information rights

7.1 The Company shall for each prepare management accounts (in a form approved by an Investor Majority) with comparisons to budgets and containing trading and profit and loss accounts, balance sheets, cash flow statements and forecasts and shall deliver them to the Investors within 21 days after the end of each quarter. The first management accounts shall be delivered to the Investors within 21 days after the end of the month in which Completion takes place.

- 7.2 The Company shall prepare a schedule of the Company's issued share capital and any warrants and/or options to acquire shares and/or convertible securities, broken down by shareholder, option holder, warrant holder and convertible securities holder (as appropriate) and including the percentage of the fully diluted issue share capital held by each holder and shall deliver such share capital schedule to the Investors within 21 days after the end of each quarter in the Company's financial year.
- 7.3 The Company shall provide the Investors promptly with such other information concerning the Company and its business as the Investors may reasonably require from time to time.
- 7.4 [If the Company does not comply with its obligations in clauses the Investors, the Investor Directors and a firm of accountants nominated by the Investors at the Company's expense will be entitled to attend the Company's premises to examine the books and accounts of the Company and to discuss the Company's affairs, finances and accounts with its directors, officers and senior employees.
- 7.5 Each Investor shall be at liberty from time to time to make such disclosure:
- (a) to its partners, trustees, shareholders, unitholders and other participants and/or to any Member of the same Group as an Investor for the purposes of, but not limited to, reviewing existing investments and investment proposals;
 - (b) to any lender to the Company and/or to any shareholder of the Company;
 - (c) *about the Company as shall be required by law and any regulatory authority to which any Investor is subject;*
 - (d) to the Company's auditors and/or any other professional advisers of the Company;

in relation to the business affairs and financial position of the Company as it may in its reasonable discretion think fit.

8. Sale or IPO

- 8.1 It is the parties' intention to effect a Sale or IPO as soon as practicable and in any event within five years of the Completion Date. The parties agree to keep one another informed of all and any developments which might lead to any Sale or IPO.
- 8.2 Each party acknowledges and agrees that upon a Sale or IPO the Investors shall not be obliged to give warranties or indemnities (except a warranty as to title to the shares held by such Investor).
- 8.3 If a Sale or IPO is not achieved by the fifth anniversary of Completion then the Company shall if required by an Investor Majority at the Company's expense appoint a professional adviser (to be agreed with the prior sanction of an Investor Director Consent) to report on exit opportunities and strategy and copies of such reports shall be made available to the Investors (at the Company's cost).
- 8.4 It is hereby agreed by the parties that, on an IPO, the Shareholders shall:
- (a) to the extent required by:
 - (i) the Listing Rules; or

- (ii) any equivalent requirements of any other recognised investment exchange (as defined in the Financial Services and Markets Act 2000),

retain such number of their shares in the Company held at the time of the IPO for such period after IPO as is required by the Listing Rules or the rules and requirements of the relevant recognised investment exchange; and

- (b) have regard to the recommendation of the Company's brokers on a IPO in determining their respective sale of shares upon the Company's IPO and shall make such determination with a view to ensuring the success of the IPO.

9. Further issue and transfer of shares

The Deed of Adherence shall be in favour of the Company, the Investors and any other parties to this agreement and shall be delivered to the Company at its registered office and to the Investors. No share transfer or issue of shares shall be registered unless such Deed of Adherence has been delivered.

10. Confidentiality

Each of the parties agrees to keep secret and confidential and not to use disclose or divulge to any third party or to enable or cause any person to become aware of (except for the purposes of the Company's business) any confidential information relating to the Company including but not limited to Intellectual Property (whether owned or licensed by the Company), lists of customers, reports, notes, memoranda and all other documentary records pertaining to the Company or its business affairs, finances, suppliers, customers or contractual or other arrangements but excluding any information which is in the public domain (otherwise than through the wrongful disclosure of any party) or which they are required to disclose by law or by the rules of any regulatory body to which the Company is subject.

11. Announcements

- 11.1 The parties shall not make any public announcement or issue a press release or respond to any enquiry from the press or other media concerning or relating to this agreement or its subject matter (including but not limited to the Investors' investment in the Company) or any ancillary matter, save for that reported to HMRC in respect of matters concerning pension business

12. Costs and expenses

- 12.1 The Company shall pay at Completion all legal, accounting and due diligence fees and disbursements of the Investors in relation to the negotiation, preparation, execution, performance and implementation of this agreement and each document referred to in it and other agreements forming part of the transaction.
- 12.2 The Company shall bear their own costs and disbursements incurred in the negotiations leading up to and in the preparation of this agreement and of matters incidental to this agreement.

13. Effect of ceasing to hold shares

A party shall cease to be a party to this agreement for the purpose of receiving benefits and enforcing his rights with effect from the date he ceases to hold or beneficially own any shares in the capital of the Company (but without prejudice to any benefits and rights enjoyed prior to such cessation).

14. Cumulative remedies

The rights, powers, privileges and remedies conferred upon the Investor in this agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

15. Waiver

The express or implied waiver by any party to this agreement of any of its rights or remedies arising under this agreement or by law shall not constitute a continuing waiver of the right or remedy waived or a waiver of any other right or remedy.

16. Entire agreement

- 16.1 This agreement and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature *whatsoever, whether or not in writing, between the parties in relation to the subject matter of this agreement.*
- 16.2 Each of the parties acknowledges and agrees that it has not entered into this agreement in reliance on any statement or representation of any person (whether a party to this agreement or not) other than as expressly incorporated in this agreement and the documents referred to or incorporated in this agreement.
- 16.3 Without limiting the generality of the foregoing, each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this agreement or not) and upon which it has relied in entering into this agreement.
- 16.4 Each of the parties acknowledges and agrees that the only cause of action available to it under the terms of this agreement and the documents referred to or incorporated in this agreement shall be for breach of contract.
- 16.5 Nothing contained in this agreement or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

17. Variation

Any variation of this agreement is valid only if it is in writing and signed by the Company and by shareholders of the Company holding between them at least 90 per cent of the issued share capital of the Company, in which event such change shall be binding against all of the parties hereto provided that if such change would impose any new

obligations on a party or increase any existing obligation, the consent of the affected party to such change shall be specifically required.

18. No partnership

Nothing in this agreement is intended to or shall be construed as establishing or implying any partnership of any kind between the parties.

19. Assignment and transfer

19.1 This agreement is personal to the parties and no party shall:

- (a) assign any of its rights under this agreement;
- (b) transfer any of its obligations under this agreement;
- (c) sub-contract or delegate any of its obligations under this agreement; or
- (d) charge or deal in any other manner with this agreement or any of its rights or obligations.

but an Investor may assign the whole or part of any of its rights in this agreement to any person who has received a transfer of shares in the capital of the Company from such Investor and has executed a Deed of Adherence.

20. Rights of third parties

20.1 This agreement does not confer any rights on any person or party (other than the parties to this agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.

20.2 The general partner or a trustee of an Investor or the management company authorised from time to time to act on behalf of an Investor or another person or persons nominated by an Investor, shall be entitled to enforce all of the rights and benefits under this agreement at all times as if party to this agreement.

21. Conflict between agreements

Subject to any applicable law, in the event of any ambiguity or conflict between this agreement, the terms of this agreement shall prevail as between the Shareholders and in such event the Shareholders shall procure such modification to the New Articles as shall be necessary.

22. Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

23. Notices

23.1 Any communication and/or information to be given in connection with this agreement shall be in writing in English and shall either be delivered by hand or sent by first class post or fax email or in electronic form if so required by the Investors:

- (a) to any company which is a party at its registered office (or such other address as it may notify to the other parties to this agreement for such purpose);
- (b) to any individual who is a party at the address of that individual shown in schedule 1; or
- (c) to the Investor at the principal place of business of the Investor,

(or in each such case such other address as the recipient may notify to the other parties for such purpose).

23.2 A communication sent shall be deemed to have been received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by pre-paid first class post, on the second day after posting; or
- (c) if sent by fax, email or other electronic communication, at the time of completion of transmission by the sender;

except that if a communication is received between 5.30 pm on a Business Day and 9.30 am on the next Business Day, it shall be deemed to have been received at 9:30am on the second of such Business Days.

24. Severance

24.1 If any provision of this agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this agreement will remain in full force and effect and will not in any way be impaired.

24.2 If any provision of this agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

25. Governing law

This agreement (and any dispute or claim relating to it or its subject matter [(including non-contractual claims)]) is governed by and is to be construed in accordance with English law.

26. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue which may arise out of or in connection with this agreement.

SCHEDULE 1

Part 1

The Investors

Name	Address
Trustees of John Garvey Pension Scheme	Daws House, 33-35 Daws Lane, London, NW7 4SD

SCHEDULE 2

Part 1

Particulars of the Company

Registered number: 07701022

**Registered office: Kingswood,
Turncroft Hall, Darwin,
Lancashire, BB3 2BT**

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Directors: John Ronald Garvey

Accounting reference date: 31/06

Charges: NONE

Issued share capital:

1 ORDINARY SHARE

**55,000 CLASS B PREFERENCE
SHARES**

SCHEDULE 3

Part 1

Members of the Company - pre-Completion

Member	Number and class of Shares held
John Ronald Garvey	1 Ordinary Share
The Trustees of John Garvey Pension Scheme	55,000 Class B Preference Shares

Part 2

Members of the Company - post-Completion

Member	Number of Shares held	Class of Shares held
The Trustees of John Garvey Pension Scheme	20,000	Class B Preference Shares

Part 3

Members of the Company - Stage 3

Member	Number of Shares held	Class of Shares held
John Ronald Garvey	1	Ordinary
The Trustees of John Garvey Pension Scheme	75,000	Class B Preference

SCHEDULE 4

Part 1:

Conditions to Completion

1. The passing of directors' and shareholders' resolutions in the agreed form at a duly convened Board meeting and a general meeting or by shareholders' written resolution to:
 - (a) increase the limit on the number of shares that may be allotted by the Company
 - (b) authorise the allotment of the New Shares;
 - (c) waive pre-emption rights in respect of the allotment and issue of the New Shares;
and
 - Business plan
 - Intellectual property
 - No outstanding liabilities to executives
 - No litigation pending or threatened
 - No breaches of existing or recent contracts
 - Register of members correct.
 - Insurance policies up to date
 - Loans/guarantees
 - Taxation
 - Creditors statement

This agreement has been executed and delivered as a deed on the date shown on the first page.

SIGNED by

) 

ACTING BY A DIRECTOR OF Sapphire Financial Solutions Ltd
in the presence of:)


Signature of witness: 

Name of witness: MRS WENDY PREST

Address of witness: 10 WEST VIEW GROVE, WHITEFIELD, MANCHESTER, M45 7NQ

SIGNED by John Ronald Garvey
ACTING AS TRUSTEE
OF John Garvey Pension Scheme
in the presence of:)

) 

Signature of witness: 

Name of witness: MRS WENDY PREST

Address of witness: 10 WEST VIEW GROVE, WHITEFIELD, MANCHESTER, M45 7NQ

**PERSONAL GUARANTEE OF THE DIRECTORS OF SAPPHIRE FINANCIAL
SOLUTIONS LTD IN FAVOUR OF JOHN GARVEY PENSION SCHEME**

Dated 16/06/2017

Between

- (1) **Trustees of John Garvey Pension Scheme** of Daws House, 33-35 Daws House, Daws Lane, London, NW7 4SD (the "**Investor**"), and
- (2) **John Ronald Garvey** of Kingswood, Turncroft Hall, Darwen, Lancashire, BB3 3BT, the sole director of Sapphire Financial Solutions Ltd (the "**Guarantor**")

Recitals

- (1) John Garvey Pension Scheme (the "**Scheme**") has agreed to purchase a further tranche of 20,000 cumulative redeemable preference shares of £1.00 each in the capital of Sapphire Financial Solutions Limited (the "**Company**") (the "**Shares**"), bringing the Scheme's total shareholdings in the Company to 75,000 cumulative redeemable preference shares.
- (2) The Guarantor has agreed to guarantee to the Scheme in accordance with the terms set out in this Deed

Agreed Terms

1. It is agreed that a dividend shall be paid to the Scheme in relation to the Shares at a rate of 6% per annum ("the Dividends") and that the Shares shall be redeemable by the Company on or before the end of 2019, with respect to the initial tranche of 55,000 preference shares, and on or before the end of 2022 with respect to the further tranche of 20,000 preference shares (the "**Redemption Date**") unless otherwise agreed between the Company and the Scheme. In the event that the Company does not pay such Dividends to the Scheme on any due date or dates and/or fails to redeem the Shares by the Redemption Date the Guarantor shall within seven days of service of a notice of demand upon him pay to the Scheme all sums demanded by the Scheme.
2. In the event that the Company defaults in paying any of the Dividends and/or redeeming the Shares then all Dividends up to the Redemption Date and all redemption monies due on the Shares shall become immediately due and payable.
3. On any demand by the Scheme the Company and/or the Guarantor jointly and severally shall be liable for the costs and expenses of the Scheme and the Guarantor further agrees to indemnify the Scheme against any loss it may incur in connection with the Dividends and/or redemption of Shares.
4. This deed shall continue in full force and effect notwithstanding the receivership administration or liquidation of the Company or the entering into an arrangement with its creditors.
5. Service of a notice of demand by the Scheme or its agent on the Guarantor shall be effected by either:
 - (a) sending the notice by first class ordinary post or by recorded delivery letter to the Guarantor's last known address; or

(b) by delivering the notice personally to the Guarantor or to his last known address

6. A Guarantor shall not be discharged by time or any other concessions given to the Company or any third party by the Scheme or by anything the Scheme may do or omit to or by any other dealing or thing which, but for this provision, would or might discharge a Guarantor.
7. For the avoidance of doubt it is agreed and declared that the Scheme may serve a separate notice of demand on each occasion and without limitation as to time that the Scheme does not receive the Dividends or any redemption monies due on the Shares under this agreement and on each occasion the Guarantor is required to pay the sums due under clause 1.
8. The terms of this deed replace the terms of any and all previous Personal Guarantees signed by the Guarantor in favour of the Investor with respect to the Investor's cumulative redeemable preference shareholdings in the Company.

IN WITNESS WHEREOF the parties have put their hands as a deed the date first above written

Signed as a deed by the said

JOHN RONALD GARVEY 

In the presence of

Witness signature 

Name Mrs Wendy PREST

Address 10 WEST VIEW GROVE, WHITEFIELD, MANCHESTER, M45 7NQ

Occupation TEACHING ASSISTANT

Signed as a deed by the Trustees of the John Garvey Pension Scheme

.....

In the presence of

Witness signature

Name

Address

Occupation

Sapphire Financial Solutions Ltd (No: 07701022)

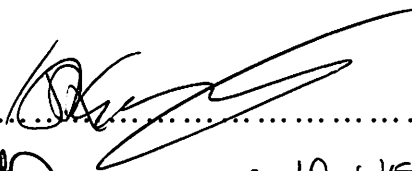
Certificate no : Number of shares : 20,000

This is to certify

That The Trustees of John Garvey Pension Scheme of Daws House, 33-35 Daws Lane, London, NW7 4SD are the Registered holders of 20,000 Class B Preference Shares of £1 each share paid in the above named Company, subject to the Memorandum and Articles of Association of the Company.

Capital: £20,000 divided into 20,000 Class B Preference Shares of £1 each.

This certificate was Authorised by:

Director... JOHN GARVEY 
Witness MRS. WENDY. PREST & LLOYD of 10 WEST
VIEW GROVE, WHITEFIELD, MANCHESTER, M45 7NQ
Date : 16/6/17

No transfer of any of the above mentioned shares can be registered until this certificate has been deposited at the registered office of the company

DATE: 16th June 2017

DEED OF ADHERENCE

THIS DEED is made on 16th June 2017

BETWEEN:

- 1) Trustees of John Garvey Pension Scheme of DAWS HOUSE, 33-35 DAWS LANE, LONDON NW7 4SD (the "Investor")
- 2) Sapphire Financial Solutions Ltd (Company No. **07701022**) whose registered office is situate at Kingswood, Turncroft Hall, Darwen, Lancashire, BB3 2BT (the "Company")

INTRODUCTION

- (A) The Investor has subscribed for a further tranche of 20,000 Class B Preference shares of £1.00 each in the Company.
- (B) This Deed is entered into pursuant to an agreement (the "Shareholders' Agreement") dated 16/06/2017, made between, the Company and The Trustees of John Garvey Pension Scheme.

NOW IT IS AGREED as follows:

1. The Investor confirms that he has received a copy of the Shareholders' Agreement and undertakes to be bound by all its terms that are capable of applying to him with effect from the date on which he is registered as a shareholder in the books of the Company
2. Nothing in this Deed shall release the Transferor of shares in the Company to the Investor from any liability in respect of any obligations under the Shareholders' Agreement which were due to be performed by him before the date of this Deed.
3. This Deed shall be governed by and construed in accordance with English law and the New Shareholder submits to the jurisdiction of the English courts.

EXECUTED as a Deed on the date specified above.

SCHEDULE 1

Part 1

The Investors

Name	Address
Trustees of John Garvey Pension Scheme	Daws House, 33-35 Daws Lane, London, NW7 4SD

SCHEDULE 2

Part 1

Particulars of the Company

Registered number: **07701022**

Registered office: Kingswood,
Turncroft Hall, Darwen,
Lancashire, BB3 2BT

Directors: John Ronald Garvey

Accounting reference date: 31/06

Charges: NONE

Issued share capital:

1 ORDINARY SHARE

75,000 CLASS B
PREFERENCE SHARES

SCHEDULE 3

Part 1

Members of the Company - pre-Completion

Member	Number of Shares held
John Ronald Garvey	1 ORDINARY SHARE
The Trustees of John Garvey Pension Scheme	55,000 CLASS B PREFERENCE SHARES

Part 2

Members of the Company - post-Completion

Member	Number of Shares held	Class of Shares held
The Trustees of John Garvey Pension Scheme	20,000	CLASS B PREFERENCE SHARES

Part 3

Members of the Company - Stage 3

Member	Number of Shares held	Class of Shares held
John Ronald Garvey	1	ORDINARY SHARES
The Trustees of John Garvey Pension Scheme	75,000	CLASS B PREFERENCE SHARES

This agreement has been executed and delivered as a deed on the date shown on the first page.

SIGNED by

) 

ACTING BY A DIRECTOR OF Sapphire Financial Solutions Ltd
in the presence of:)

Signature of witness: 

Name of witness: MRS WENDY PREST,

Address of witness: 10 WEST VIEW GROVE, WHITEFIELD, MANCHESTER, M45 7NQ.

SIGNED by John Ronald Garvey
ACTING FOR THE TRUSTEES
OF John Garvey Pension Scheme
in the presence of:

) 
)

Signature of witness: 

Name of witness: MRS WENDY PREST

Address of witness: 10 WEST VIEW GROVE, WHITEFIELD, MANCHESTER, M45 7NQ

Indicative Term Sheet

We are pleased to present our proposal for an investment in Sapphire Financial Solutions Ltd whose registered office is situated at Kingswood, Turncroft Hall, Darwen, Lancashire, BB3 2BT (Company No 07701022) (the "**Company**").

1. Investment

- 1.1 The proposed business plan calls for an equity injection of £20,000
- 1.2 The investment will represent a preference shareholding for the Investors on a fully diluted basis, following an expansion of the share option pool. The current capitalisation of the Company is set out in Part I of Appendix 1 and the capitalisation of the Company after this proposed funding is set out in Part 2 of Appendix 1.
- 1.3 The investment will be made in the form of convertible participating redeemable preferred shares ("**Preferred Shares**") at a price of £1.00 per Preferred Share (the "**Original Issue Price**") the terms of which are set out in Appendix 2.
- 1.4 The investment will be made in full at completion.

The proceeds from the investment must be used for the Company's working capital requirements in particular that set out in the business plan annexed.

2. Conditions of investment

- 2.1 The investment is conditional on negotiation of definitive legal documents, satisfactory completion of due diligence and approval by our Investment Committee.
- 2.2 Satisfactory completion of due diligence will include:
 - (a) Conclusion of our commercial due diligence
 - (b) References from customers and partners
 - (c) Market and technology review by an independent third party
 - (d) Review of current trading and forecasts for the next 6-9 months
 - (e) Review of proposed management service contracts
 - (f) Review of the Director's financial history and current financial situation by our advisors including, either a review of the last set of audited accounts or a review of the last set of unaudited accounts with an accompanying statement from the Company's accountant stating their satisfaction with the proposed investment and its feasibility, and the latest set of monthly management accounts prior to completion of our investment

- 2.3 We will not underwrite the total funding sought nor guarantee the securing of co-investors.
- 2.4 The investment must comply with the money laundering regulations and rules of the Financial Conduct Authority.

3. Terms of investment

- 3.1 The Company will provide the Investors with customary representations and warranties examples of which are set out in the Appendix and will provide the Investors with customary non-competition, non-solicitation and confidentiality undertakings.
- 3.2 The Board will have a maximum of 2 directors. The composition of the Board on completion will be 2. There will be a minimum of 3 board meetings each year.
- 3.3 The Investors will also have at all times the right to designate a non-voting observer to the Board.
- 3.4 The Company will have an obligation to supply normal financial and operational information about the Company to the Investors.
- 3.5 The Investors and the existing shareholders will have rights to acquire and sell shares as outlined in the attached Appendix.
- 3.6 In the event of an initial public offering of the Company's shares on a UK stock exchange the Investors shall be entitled to full registration rights customary in transactions of this type.
- 3.7 The key members of the management team will be required to sign service agreements which include customary provisions for non-disclosure, non-competition, non-solicitation, confidentiality, assignment of intellectual property rights, and termination.
- 3.8 The Company must obtain key man insurance or equivalent, naming the Company as beneficiary on the life of John Ronald Garvey for an amount of £75,000 in a form acceptable to the Investors.

4. Confidentiality

- 4.1 This Term Sheet is written on the basis that its contents and existence are confidential and will not (except with the agreement in writing of the Investors and the Company or in order to comply with any statutory or stock exchange or other regulatory requirements) be revealed by the Investors, the Company or the Founders to any third party or be the subject of any announcement.
- 4.2 The Investors and the Company agree that they will enter into a non-disclosure agreement before the Investors begin their due diligence investigations.

5. Applicable law

This letter and any dispute or claim relating to it or its subject matter is governed by English law and on acceptance the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

6. Expiry date

The Company is requested to confirm their acceptance of the terms of our proposal within 14 days of the date of this letter, failing which our proposal will lapse.

7. Exclusivity

In consideration of the Investors expending time and professional and other fees (the "**Costs**") in progressing this offer the Company agree and undertake that they will not directly or indirectly until the earlier of the expiry of 21 days from the date of acceptance of the terms of this proposal (the "**Period**") solicit, directly or indirectly, further offers for the purchase and/or subscription of shares in the Company (or any part thereof) or any material part of the business, assets or undertakings of the Company or enter into or continue to seek negotiations with any party other than the Investors in connection with such matters.

The Company agree and undertake to inform the Investors immediately of the identity of any third party who contacts the Company with a view to the sale of any interest in the shares of the Company or any part of the business of the Company.

8. No intention to create legal relations

This Term Sheet sets out indicative terms on which we would be prepared to make an investment in the Company and will not give rise to any contract between us.

9. Exclusion of representations and warranties

By accepting this proposal you acknowledge that you have not relied on any representation or warranty on our part or entered into any other agreement with us in connection with the provision of funding by the Investors.

Appendix 1

Capitalisation table

Part 1

£55,001

Part 2

£75,001

Appendix 2

Rights attaching to Preferred Shares

1. The price per Preferred Share will be £1.00.
2. The Preferred Shares will carry no voting rights whatsoever.
3. The Preferred Shares will have a preferential cumulative coupon of 6 % per annum from 16/06/2017 (the "Preference Dividend") to be paid in two equal instalments on the 22/10 and the 22/04 in each year and every year, until such time as the Preferred Shares are redeemed. Any other dividends or distributions will be payable to all shareholders on a pro rata basis.
4. The Preferred Shares, at the discretion of the Company, may be redeemed at any point, the intention being to redeem the Preferred Shares at a time no later than the fifth anniversary of the Completion date.
5. Upon liquidation of the Company, the Preferred Shareholders will receive in preference to all other shareholders an amount in respect of each Preferred Share equal to 2 times the Original Issue Price (the "**Liquidation Preference**"), plus all accrued but unpaid dividends. The holders of Ordinary Shares will also be entitled to recover an amount per Ordinary Share equal to the amount paid up on those Ordinary Shares. To the extent that the Company has assets remaining after the distribution of that amount, the Preferred Shareholders will participate with the holders of Ordinary Shares pro rata to the number of shares held on an as converted basis.
6. Sale of all or substantially all of the assets of the Company or a sale of shares involving a change in control (each, a "**Corporate Transaction**") will be treated in the same way as a liquidation.
7. An IPO that is not a Qualified IPO will be treated in the same way as a liquidation. The Company will issue to each holder of Preferred Shares that number (if any) of Ordinary Shares so that the proportion which the Ordinary Shares held by that shareholder bears to the fully diluted share capital following completion of all such issues and the conversion of the Preferred Shares will be equal to the proportion which the proceeds that that shareholder would have been entitled to receive on a sale on that date would bear to the valuation of the Company at that date.
8. The Preferred Shares may be converted into an equivalent number of Ordinary Shares by their holders at any time.
9. The Preferred Shares will be converted automatically into an equivalent number of Ordinary Shares upon the completion of a firmly underwritten initial public offering ("**IPO**") of Ordinary Shares.
10. On conversion of the Preferred Shares on an IPO all accrued but unpaid dividends on the Preferred Shares must be paid save to the extent that the Company does not have sufficient profits available for distribution to pay the Preference Dividend, in which case the Company will allot to each holder of Preferred Shares by way of capitalisation of reserves such number of Ordinary Shares as shall have an aggregate value equal to the unpaid dividend. Any capitalisation will be at the price of the Ordinary Shares at IPO.

11. The Preferred Shares will have a broad-based weighted-average anti-dilution protection in the case of any new issue of shares at a price below the Original Issue Price (after adjusting for any recapitalisation events) other than share issues which are not subject to pre-emption rights. This anti-dilution protection will operate by the issue of Ordinary Shares at par through a capitalisation of share premium account.
12. If the Company makes a subsequent issue of shares in which the Investors are entitled to participate and an Investor elects not to do so (i.e. does not wish to pay to play) for at least 6% of its allocation that Investor will lose its anti-dilution right in respect of any Preferred Shares it holds.
13. If no Qualified IPO or Corporate Transaction has occurred within 5 years from completion, each of the Preferred Shares will be redeemable at the option of the Company for an amount in cash equal to the Original Issue Price plus all accrued but unpaid dividends.
14. An Investor Majority will have the right exercisable at any time to require the Company to redeem all or some only of the Preferred Shares in issue if a resolution to wind the Company up, to reduce the Company's share capital or to vary the rights of the Preferred Shares is proposed.

Appendix 3

Proposed warranties

The Investors will require the following items to be warranted by the Company:

- Business plan
- Intellectual property
- No outstanding liabilities to executives
- No litigation pending or threatened
- No breaches of existing or recent contracts
- Register of members correct.
- Insurance policies up to date
- Loans/guarantees
- Taxation
- Creditors statement

Appendix 4

Conditions of issue and transfer of shares

1. Investors will have a right of first refusal on any new issue of shares of any class. Investors will have the right to participate with the holders of Ordinary Shares in any new issue of shares of any class pro rata to their holding of shares (determined on an as converted basis).
2. Investors will have a right of first refusal to acquire any Preferred Shares which are proposed to be transferred or sold with any Preferred Shares not taken up in such offer being offered to the holders of Ordinary Shares. Holders of Ordinary Shares will have a right of first refusal to acquire any Ordinary Shares which are proposed to be transferred or sold with any Ordinary Shares not taken up in such offer being offered to the holders of Preferred Shares.
3. All Shareholders will have co-sale rights such that if any Founder or employee has an opportunity to sell any of his shares, the other shareholders must be given the opportunity to sell a pro rata proportion of the number of shares being sold by the Founder or employee on the same terms and at the same price.
4. All Shareholders will have rights such that if any shareholder has an opportunity to sell any or all of its shares, the effect of which would result in a change of control of the Company, the other shareholders must be given the opportunity to sell all of their shares on the same terms and at the same price.
5. If holders of at least 51% of the Preferred Shares and Ordinary Shares agree to sell their shares, there will be drag along rights so that all remaining shareholders and option holders will be required to sell on the same terms, provided that the dragged shareholders will not be required to provide to the purchaser any representations or warranties except as to title or to agree to any other terms.

Appendix 5
Performance milestones
TO BE PROVIDED

1. The contractor shall provide a detailed schedule of work, including a Gantt chart, to be provided to the client for approval within 10 working days of the start of the project.	
2. The contractor shall provide a detailed schedule of work, including a Gantt chart, to be provided to the client for approval within 10 working days of the start of the project.	
3. The contractor shall provide a detailed schedule of work, including a Gantt chart, to be provided to the client for approval within 10 working days of the start of the project.	
4. The contractor shall provide a detailed schedule of work, including a Gantt chart, to be provided to the client for approval within 10 working days of the start of the project.	
5. The contractor shall provide a detailed schedule of work, including a Gantt chart, to be provided to the client for approval within 10 working days of the start of the project.	

Appendix 6

Undertakings

1. The Company shall maintain in effect for the benefit of the Company the keyman policies for John Ronald Garvey
2. The Company shall take out insurances satisfactory to the Investors.
3. The Company shall take all such reasonable action as may be required of it by the Investors to protect its assets.
4. All new business opportunities relevant to the Company shall only be taken up through the Company or a wholly owned subsidiary.
5. New employees engaged by the Company shall not bring with them intellectual property belonging to third parties.
6. The Company shall convene and hold at short notice a general meeting of the Company when requested by the Investors.

Taxable Property Declaration

Scheme Name: John Garvey Pension Scheme (the "Scheme")

Company Name: Sapphire Solutions Ltd (Company No 07701022)

We confirm in our capacity as Directors of the Company that in respect of the preference shareholding by the Trustees of the Scheme, that the Company does not have either directly or indirectly taxable property above £6,000 as at this date of declaration.

Further that in relation to this Scheme, the Company is not capable of having effect as to provide benefits to the scheme members.

Signed:



Director
John Ronald Garvey

Information on the meaning of taxable property:

Taxable property can be defined as things that you can touch and move Examples are art, antiques, jewellery, fine wine, boats, classic cars, stamp collections, rare books, computers, office equipment and also residential property.

Assets used for the purpose of administration or management of the scheme will not be subject to the tax charges unless, exceptionally, they are held for the purpose of an arrangement relating to a member of the scheme.

A pension scheme can have an indirect holding of taxable property where it holds shares in a company that holds taxable property or that company holds another company which owns or has an interest in taxable property.

This summary is not intended to be definitive for further information please see the taxable property guide which is available from our administration team.

Sapphire Financial Solutions Ltd
Kingswood
Turncroft Hall
Darwen
Lancashire
BB3 2BT

Date: 16th June 2017

Company No. 07701022

SHAREHOLDERS' SPECIAL RESOLUTION

The Articles of Association dated 11th July 2011 are in force at the date of this Resolution.

Section 22.1 of the Articles of Association empowers the company, subject to the articles, but without prejudice to the rights attached to any existing shares, to issue shares with such rights or restrictions as may be determined by ordinary resolution.

The Shareholders, by special resolution and under the powers conferred on them by the Articles of Association resolve to dis-apply under 570 Companies Act 2006 in respect of the allotment and issue of new ordinary and preference equity shares.

Signed by all shareholders

A handwritten signature in black ink, appearing to read 'John Ronald Garvey', written over a horizontal line.

John Ronald Garvey

Sapphire Financial Solutions Ltd
Kingswood
Turncroft Hall
Darwen
Lancashire
BB3 2BT

Date: 16th June 2017

Company No. 07701022

ORDINARY RESOLUTION

The Articles of Association dated 11th July 2011 are in force at the date of this Resolution.

That the Directors are hereby generally and unconditionally authorised under clause 22.1 of the Articles of Association, subject to the articles, but without prejudice to the rights attached to any existing shares, to exercise all powers of the Company to issue new shares with such rights or restrictions as may be determined by ordinary resolution.

The directors have resolved to issue a further tranche of Class B Preference shares the rights attaching to those shares shall be set out in schedule A.
Further that:

- (a) the aggregate of the nominal amount of such Class B Preference shares shall be £1.00 each and every share and the nominal amount of the further tranche of Class B Preference in respect of which such securities confer the right to subscribe or convert, shall not exceed £20,000, bringing the total number of such Class B Preference shares issued to 75,000; and
- (b) this authority shall expire on 5 years after the passing of this resolution, save that the Company may before such expiry make an offer or agreement which would or might require shares to be allotted or rights to subscribe for or convert securities into shares to be granted after such expiry and the Directors may allot shares or grant rights to subscribe for or convert securities into shares in pursuance of such an offer or agreement as if the authority conferred hereby had not expired.

Signed:



John Ronald Garvey
DIRECTOR

Sapphire Financial Solutions Ltd

SH01

Return of allotment of shares



Companies House



Go online to file this information
www.gov.uk/companieshouse

✓ **What this form is for**
You may use this form to give notice of shares allotted following incorporation.

✗ **What this form is NOT for**
You cannot use this form to give notice of shares taken by subscribers on formation of the company or for an allotment of a new class of shares by an unlimited company.

For further information, please refer to our guidance at www.gov.uk/companieshouse

1 Company details

Company number 07701022

Company name in full Sapphire Financial Solutions Ltd

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Allotment dates ①

From Date d1 d6 m0 m6 y2 y0 y1 y7
To Date d d m m y y y y

① **Allotment date**
If all shares were allotted on the same day enter that date in the 'from date' box. If shares were allotted over a period of time, complete both 'from date' and 'to date' boxes.

3 Shares allotted

Please give details of the shares allotted, including bonus shares.
(Please use a continuation page if necessary.)

② **Currency**
If currency details are not completed we will assume currency is in pound sterling.

Currency ②	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
£	CLASS B PREFERENCE	20,000	1	1	0

If the allotted shares are fully or partly paid up otherwise than in cash, please state the consideration for which the shares were allotted.

Continuation page
Please use a continuation page if necessary.

Details of non-cash consideration.

If a PLC, please attach valuation report (if appropriate)

SH01

Return of allotment of shares

4

Statement of capital

Complete the table(s) below to show the issued share capital at the date to which this return is made up.

Complete a separate table for each currency (if appropriate). For example, add pound sterling in 'Currency table A' and Euros in 'Currency table B'.

Please use a Statement of Capital continuation page if necessary.

Currency Complete a separate table for each currency	Class of shares E.g. Ordinary/Preference etc.	Number of shares	Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value	Total aggregate amount unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
Currency table A				
£	ORDINARY	1	1	
£	CLASS B PREFERENCE	75,000	75,000	
Totals		75,001	75,001	0

Currency table B				
Totals				

Currency table C				
Totals				

Totals (including continuation pages)		Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
		75,001	75,001	0

❶ Please list total aggregate values in different currencies separately.
For example: £100 + €100 + \$10 etc.

SH01

Return of allotment of shares

5

Statement of capital (prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the share capital tables in Section 4.

Class of share

ORDINARY

Prescribed particulars
①

Each share is entitled to one vote in any circumstances. Each share is entitled pari passu to dividend payments or any other distribution, subject to dividends and other entitlements of Class B Preference shareholders being firstly satisfied. Each share is entitled pari passu to participate in a distribution arising from a winding up of the company, subject to distribution to Class B Preference shareholders being firstly satisfied.

Class of share

CLASS B PREFERENCE

Prescribed particulars
①

Shares are granted no voting rights whatsoever. Each share is entitled to a preferential cumulative coupon payable twice-yearly at the discretion of the company until such time that the shares are redeemed. Each share is entitled in preference to all other shareholders two times the original issue price of each Class B Preference share held plus all accrued but unpaid dividends to be paid on liquidation, a significant sale of assets or a sale of shares resulting in a company change of control. Shares are to be redeemed at the discretion of the company.

Class of share

Prescribed particulars
①**① Prescribed particulars of rights attached to shares**

The particulars are:

- a particulars of any voting rights, including rights that arise only in certain circumstances;
- b particulars of any rights, as respects dividends, to participate in a distribution;
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

A separate table must be used for each class of share.

Continuation page

Please use a Statement of Capital continuation page if necessary.

6

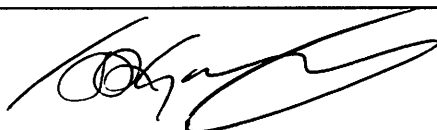
Signature

I am signing this form on behalf of the company.

Signature

Signature

X



X

This form may be signed by:

Director ②, Secretary, Person authorised ③, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.

② Societas Europaea

If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership.

③ Person authorised

Under either section 270 or 274 of the Companies Act 2006.

SH01

Return of allotment of shares



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

The Trustees

Company name

John Garvey Pension Scheme

Address

Daws House

33-35 Daws Lane

Post town

London

County/Region

Postcode

N

W

7

4

S

D

Country

DX

Telephone



Checklist

We may return the forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have shown the date(s) of allotment in section 2.
- ☐ You have completed all appropriate share details in section 3.
- ☐ You have completed the relevant sections of the statement of capital.
- ☐ You have signed the form.



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Please give details of the shares allotted, including bonus shares.

2 Currency
If currency details are not completed we will assume currency is in pound sterling.

[illegible]

SH01 - continuation page
Return of allotment of shares

	<p>If the allotted shares are fully or partly paid up otherwise than in cash, please state the consideration for which the shares were allotted.</p>
<p>Details of non-cash consideration.</p> <p>If a PLC, please attach valuation report (if appropriate)</p>	

Complete the table below to show the issued share capital. Complete a separate table for each currency.

[illegible]

5 Statement of capital (prescribed particulars of rights attached to shares)		
Class of share		
Prescribed particulars		

Company number 07701022

Sapphire Financial Solutions Ltd

(the "Company")

SCHEDULE

to the written special resolutions of the Company circulated on : 16th June 2017

Rights attaching to the Preferred Shares

The rights attached to the Preferred Shares are as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, the following words shall have the following meanings (unless the context otherwise requires):

"Act"	Companies Act 2006;
"Articles"	the articles of association of the Company for the time being;
"Available Profits"	profits available for distribution within the meaning of part 23 of the Act;
"Directors"	the directors of the Company for the time being;
"Disposal"	other than pursuant to an intra-group reorganisation, the sale or other disposal (whether by one transaction or a series of related transactions) of the whole or substantially the whole of the assets or undertaking of the Group (where substantially shall mean assets or undertakings accounting for at least 50% of the Group's turnover) or arising out of a prospective interest in Taxable Property as defined by Finance Act 2004;
"Exit"	the earlier to occur of: (a) a Sale; or (b) a Disposal; or (c) a Listing; or (d) a Liquidation; (e) a prospective interest in Taxable Property as defined by Finance Act 2004;
"Group"	the Company and any subsidiary (as that term is defined in section 1159 of the Act together with any company whose shares are registered in the name of another person (or its nominee), by way of security or in connection with the taking of security) of the Company from time to time;
"Group Company"	each and any body corporate in the Group;

"Investor Consent"	the prior written consent of the holder(s) for the time being of a majority in number of the issued Preferred Shares from time to time;
"Issue or Re-organisation"	any return of capital, issue of Shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for, or as an alternative to, a cash dividend which is made available to the holders of Preferred Shares), any consolidation, sub-division or re-classification or the cancellation of any shares following a repurchase or redemption of Shares (other than Preferred Shares), or any variation in the Issue Price or conversion rate applicable to any other outstanding Shares of the Company;
"Issue Price"	in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium;
"Liquidation"	the making of an order or passing of a resolution for the winding up of the Company;
"Listing"	the successful application and admission of all or any of the Shares, or securities representing such Shares (including American depositary receipts, American depositary shares and/or other instruments) to the Official List of the Financial Conduct Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc., or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);
"Ordinary Shares"	the ordinary shares of £1 each in the capital of the Company;
"Preferred Shares"	the preferred ordinary shares of £1 each in the capital of the Company;
"Relevant Securities"	<p>any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Resolution Date, other than:</p> <ul style="list-style-type: none"> (a) the grant of any options under, or issue of Shares pursuant to, an employees' share scheme (within the meaning of section 1166 of the Act); (b) any Shares or other securities issued by the Company in order for the Company to give effect to the rights attaching to the Preferred Shares set out in this Schedule; and (c) any Shares or other securities issued in consideration of the acquisition by the Company of any company or business which has been approved by the Directors;
"Resolution Date"	the date on which the resolution authorising the first allotment of Preferred Shares to which this Schedule is appended was passed by the Shareholders;
"Sale Proceeds"	the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares in a Sale (less any fees and expenses payable by the selling Shareholders under that Sale);
"Sale"	(a) other than as a result of an intra-group reorganisation, the completion of an agreement for the sale (whether by one transaction or a series of related transactions) of all or substantially all of the equity share capital of the Company (or

any Group Company to which all or substantially all of the business or assets of the Company have been transferred); or

- (b) the completion of the acquisition, or where more than one, the last such acquisition, of equity share capital of the Company (or any Group Company to which all or substantially all of the business or assets of the Company has been transferred) made pursuant to an offer as a result of which the offeror becomes entitled or bound to acquire the remainder of such equity share capital,

and for the purposes of paragraph (b) of this definition, the date of completion of the acquisition shall be the date upon which the last acquisition is completed and reference to the offeror shall include any person with whom he is acting in concert;

"Shareholder" a holder for the time being of any Shares (excluding any member holding Shares in treasury);

"Shares" shares (of any class) in the capital of the Company; and

"Valuer" a firm of chartered accountants agreed between the holders for the time being of a majority in number of the issued Preferred Shares and the Directors or, in default of agreement within 10 Business Days of the first name being proposed by either of them, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any holder of Preferred Shares or the Directors.

- 1.2 A reference to this **"Schedule"** is to this schedule to the resolution of the Shareholders passed on the Resolution Date and a reference to a **"paragraph"** is to a paragraph of this Schedule.
- 1.3 Sections 5, 6, 9 and 21(1) of, and schedule 1 to, the Interpretation Act 1978 (as amended) shall apply in this Schedule in the same way as they do to statutes (except to the extent that any term defined in that Act conflicts with any express definition in this Schedule).
- 1.4 A reference in this Schedule to the words **"include(s)"** or **"including"** means include(s) or including in each case without limitation.
- 1.5 Any reference to any statute or statutory provision in this Schedule shall include any subordinate legislation made under the relevant statute or statutory provision and shall be construed as a reference to such statute, statutory provision or subordinate legislation as re-enacted, amended, replaced or extended from time to time before the Resolution Date.

2. VARIATION OF THE RIGHTS ATTACHING TO THE PREFERRED SHARES

- 2.1 The rights attached to the Preferred Shares may be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) with the consent in writing of the holders of at least 75% in nominal value of the issued Preferred Shares.
- 2.2 Without prejudice to the generality of paragraph 2.1, the special rights attaching to the Preferred Shares shall be deemed to be varied by the occurrence of any of the following events:
 - 2.2.1. the amendment or repeal of any provision of, or addition of any provision to, the constitution of any Group Company;
 - 2.2.2. the alteration in any manner (including, without limitation, by an increase, reduction, sub-division, consolidation, re-classification or a change in any of the rights attached) of any of the issued share capital or other securities of any Group Company or the

creation by any Group Company of any shares or other securities (save as expressly provided for in this Schedule); or

2.2.3. any Group Company incurring any obligation (whether or not conditional) to do any of the foregoing.

2.3 The creation of a new class of Shares which has preferential rights to one or more existing classes of Shares shall not, except as provided in paragraph 2.2, constitute a variation of the rights of those existing classes of Shares.

3. VOTING

The Preferred Shares will not entitle the holders thereof to receive notice of general meetings and neither will they entitle the holders to attend or vote at any general meeting.

4. DIVIDENDS

The holders of the Preferred Shares shall be entitled to receive all cash dividends that may be declared from time to time by the Company on a like basis to that of the Ordinary Shareholders (including such basis as may be varied from time to time with respect to the Ordinary Shares by resolution of the members).

5. CAPITAL

5.1 On a return of capital on Liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority:

5.1.1. first, in paying to each holder of Preferred Shares in respect of each Preferred Share of which it is the holder, an amount equal to two times its Issue Price;

5.1.2. secondly (subject to the rights of the Ordinary Shareholders to vary any such entitlement at any time and provided that it does not affect the rights of the Preferred Shares set out in paragraph 5.1.1), in paying to the holders of the Ordinary Shares in respect of each Ordinary Share its Issue Price; and

5.1.3. the balance of such assets (if any) shall be distributed amongst the holders of the Ordinary Shares and Preferred Shares to be apportioned proportionately to the number of Ordinary Shares and Preferred Shares held by each member,

provided that nothing in this paragraph shall affect the rights of the Ordinary Shareholders to vary the priority of any distribution or alter, reduce or increase the rights of any class of Ordinary Shares to share in any distribution of assets which might affect the entitlements set out in paragraphs 5.1.2 or 5.1.3, provided only that such variation does not affect the rights of the Preferred Shareholders set out in paragraph 5.1.1.

6. REDEMPTION

6.1 The Company may, at any time on not less than one month's written notice to the holders of Preferred Shares, redeem such total number of Preferred Shares as is specified in such notice.

6.2 The Company may at any time, and from time to time, redeem any number of Preferred Shares and shall give the holders of the Preferred Shares notice in writing of such proposed redemption (a "**Company Redemption Notice**"). The Company Redemption Notice shall specify the Preferred Shares to be redeemed and the date fixed for redemption and shall be given not less than 7 days prior to the date fixed for redemption.

6.3 Upon and at any time after (i) any general meeting of the Company being convened, or (ii) any resolution being proposed or circulated for agreement (whether in accordance with Chapter 2 of Part 13 of the Act or otherwise), or (iii) or any resolution or binding decision being made (without Investor Consent) which would give rise to, be deemed to give rise to, or effect:

6.3.1. (including, by virtue of paragraph 2.2) a variation of the rights attaching to the Preferred Shares; or

6.3.2. the winding up of the Company or its dissolution,

the holders for the time being of a majority in number of the issued Preferred Shares may require the Company, by serving on it a notice (a **"Shareholder Redemption Notice"**), to redeem such amount of Preferred Shares as is specified in such notice.

6.4 The holders of Preferred Shares shall be entitled to withdraw a Shareholder Redemption Notice if they serve the Company with written notice to that effect before the redemption takes place.

6.5 Where a Shareholder Redemption Notice has been duly given, the Company shall be obliged, subject to having sufficient Available Profits with which to redeem the same, to redeem the Preferred Shares specified in the Shareholder Redemption Notice on the third Business Day following the receipt of such notice (which day shall be the date fixed for redemption).

6.6 If the Company is unable, because of having insufficient Available Profits, to redeem in full the relevant number of Preferred Shares on the date fixed for redemption, the Company shall redeem as many of such Preferred Shares as can lawfully and properly be redeemed.

6.7 The number of Shares to be redeemed shall be apportioned between those holders of the Preferred Shares then in issue pro rata according to the number of Preferred Shares held by them respectively at the date fixed for redemption.

6.8 On the date fixed for redemption, each of the holders of the Preferred Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preferred Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption of monies and in default of such payment the Company shall immediately return the share certificates to the relevant holders of such Preferred Shares.

6.9 If any certificate delivered to the Company pursuant to paragraph 6.8 includes any Preferred Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).

6.10 There shall be paid on the redemption of each Preferred Share an amount equal to:

6.10.1. its Issue Price; and

6.10.2. all accruals and/or unpaid amounts of dividend in respect thereof, calculated down to and including the date of actual payment,

and the amount referred to in paragraph 6.10 shall become due from and immediately payable by the Company to the holders of such Preferred Shares.

6.11 All Shares redeemed pursuant to this paragraph 6 shall be cancelled and shall not be available for re-issue.

- 6.12 Where any date for redemption falls on a day which is not a Business Day, redemption shall take place on the next succeeding Business Day. If that next succeeding Business Day is in the month following the month in which payment would otherwise be made, payment shall take place on the next preceding Business Day.

7. EXIT

- 7.1 On a Sale, the Sale Proceeds shall be distributed in the manner and the order of priority set out in paragraph 5. The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in that manner (save in respect of any Shares not sold in connection with that Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Sale:

7.1.1. the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Sale have been distributed in the order of priority set out in paragraph 5; and

7.1.2. each Shareholder shall take any reasonable action (to the extent lawful and within its control) required by the holders of a majority in number of the issued Preferred Shares to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in paragraph 5.

- 7.2 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in paragraph 5, provided always that if it is not lawful for the Company to distribute its surplus assets in that manner, each Shareholder shall (to the extent lawful and within its control) take any reasonable action required by the holders of a majority in number of the issued Preferred Shares (including without limitation, putting the company into solvent liquidation).

8. CONVERSION OF PREFERRED SHARES

- 8.1 All of the Preferred Shares shall automatically convert into Ordinary Shares on the date of a Listing.

- 8.2 At least 1 Business Day before the date of the Listing, each holder of the relevant Preferred Shares converted or to be converted shall deliver the certificate(s) (or an indemnity in a form reasonably satisfactory to the Directors for any lost share certificate) for the Preferred Shares being converted (together with such other evidence (if any) as the Directors may reasonably require to prove good title to those Shares) to the Company at its registered office for the time being.

- 8.3 Conversion of the Preferred Shares shall only be effective immediately before such Listing. If such Listing does not become effective, or does not take place, such conversion shall be deemed not to have occurred.

- 8.4 On conversion pursuant to this paragraph 8 the relevant Preferred Shares shall (without any further authority) stand converted into Ordinary Shares on the basis of one Ordinary Share for each Preferred Share held (subject to adjustment to take account of any sub-division, consolidation or re-classification of either the Preferred Shares or the Ordinary Shares at any time before a conversion in accordance with this paragraph 8) and the Ordinary Shares resulting from the conversion shall rank pari passu in all respects with the existing issued Ordinary Shares; and

- 8.5 Forthwith following a conversion pursuant to this paragraph 8, the Company shall enter the holder(s) of the converted Preferred Shares in the register of Shareholders of the Company as the holder(s) of the appropriate number of Ordinary Shares and, subject to the relevant holder of Preferred Shares delivering the relevant share certificate(s) (or indemnity or other evidence) in respect of the Preferred Shares in accordance with paragraph **Error! Reference source not found.**, the Company shall, within 10 Business Days of conversion, forward a

definitive share certificate for the appropriate number of fully paid Ordinary Shares to such holder of converted Preferred Shares, by post to his address as shown in the Company's register of Shareholders, at his own risk and free of charge.

9. ANTI-DILUTION

9.1 If the Company issues any Relevant Securities without consideration or for a consideration per Share less than the Issue Price of the Preferred Shares (a "**Qualifying Issue**"), the Company shall make a bonus issue of such number of Preferred Shares ("**Anti-Dilution Shares**") to each holder for the time being of Preferred Shares (unless and to the extent that any such holder of Preferred Shares has specifically waived its rights in whole or in part under this paragraph 9 in writing or ceases to be eligible to exercise its rights under this paragraph 9 by virtue of paragraph 10.5.2) (each an "**Eligible Investor**").

9.2 The number of Anti-Dilution Shares to be issued to each Eligible Investor shall be the number equal to N (rounded down to the nearest whole number), where N is calculated as follows:

$$N = [(PIP / WA) \times Z] - Z$$

Where:

N = the number of Anti-Dilution Shares to be issued to the Eligible Investor.

DRP = the Issue Price (in pounds sterling) per Relevant Security of the Qualifying Issue.

PIP = the Issue Price of each Preferred Share subscribed by the relevant Eligible Investor.

Z = the number of Preferred Shares held by the relevant Eligible Investor prior to the Qualifying Issue (but excluding any Preferred Shares acquired as a result of any previous operation of this paragraph 9).

$$WA = [(PIP \times SC) + (DRP \times NS)] / (SC + NS).$$

SC = the total number of Shares in the issued equity share capital (as defined in section 548 of the Act) of the Company (excluding any Preferred Shares acquired as a result of any previous operation of this paragraph 9) the total number of equity securities (as defined in section 560(1) of the Act) of the Company, in each case immediately prior to the Qualifying Issue.

NS = the total number of Relevant Securities comprised within the Qualifying Issue.

9.3 The Anti-Dilution Shares shall:

9.3.1. be paid up by the automatic capitalisation of available reserves of the Company (without any further authority required);

9.3.2. within 15 Business Days of the date of the Qualifying Issue be issued to the relevant Eligible Investors in accordance with paragraph 9.2 and credited as fully paid up in cash; and

9.3.3. shall rank *pari passu* in all respects with the existing Preferred Shares.

9.4 If and to the extent that the Company is prohibited from issuing the Anti-Dilution Shares in accordance with paragraph 9.3 (whether by virtue of the Act or otherwise), the entitlement of each Eligible Investor to such an issue of Anti-Dilution Shares shall be reduced in the same proportion that its holding of Preferred Shares bears to the total number of Preferred Shares then in issue and each Eligible Investor shall be entitled, at any time, to subscribe at par for the balance of that number of Anti-Dilution Shares to which he would otherwise be entitled to

receive pursuant to paragraph 9.2 and, following such a subscription, paragraph 9.3.3 shall apply.

- 9.5 In the case of an issue of Relevant Securities for a consideration in whole or in part other than in cash, the Issue Price of each Relevant Security for the purposes of paragraph 9.1 and paragraph 9.2 shall be a price certified by the Valuer (acting as experts and not as arbitrators) as being, in their opinion, the current cash value of the non-cash consideration for the allotment of the Relevant Securities.
- 9.6 In the event of any Issue or Re-organisation, the Issue Price of each Preferred Share shall be adjusted to take account of such Issue or Re-organisation on such basis as may be agreed between the Directors and the holders for the time being of the Preferred Shares or, failing such agreement within 15 Business Days after (and excluding) the date of such Issue or Re-organisation, as determined by the Valuer (at the Company's cost).
- 9.7 If there is a dispute between the Company and any holder for the time being of Preferred Shares as to the operation of this paragraph 9, the matter shall be referred (at the cost of the Company) to the Valuer who shall determine the number of Anti-Dilution Shares to be issued.
- 9.8 The Valuer's determination of any matter under this paragraph 9 shall, in the absence of manifest error, be final and binding on the Company and each of its Shareholders.

10. PRE-EMPTION RIGHTS ON THE ISSUE OF FURTHER SHARES

- 10.1 Other than as may be determined by special resolution of the Company (and with Investor Consent), any unissued Relevant Securities from time to time shall, before they are issued, be offered to all the Shareholders (including the holders of the Preferred Shares and the Ordinary Shares) in proportion to the amounts (excluding any premium paid on subscription) paid up on the Shares held by them respectively (and such offer shall be at the same price and on the same terms to each such Shareholder). Such offer shall be made by notice specifying the number of Relevant Securities offered, the proportionate entitlement of the relevant Shareholder, the price per Share and limiting a period (being not less than 20 Business Days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such period the Directors shall offer the Relevant Securities so declined to the Shareholders who have, within the said period, accepted all the Relevant Securities offered to them in the same manner as the original offer and limited by a period of not less than 10 Business Days. If any Relevant Securities comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such Relevant Securities. At the expiration of the time limited by the notice(s) the Directors shall allot the Shares so offered to or amongst the Shareholders who have notified their willingness to take all or any of such Shares in accordance with the terms of the offer. No Shareholder shall be obliged to take more than the maximum number of Relevant Securities he has indicated his willingness to take.
- 10.2 In respect of any Relevant Securities not accepted pursuant to paragraph 10.1 above or not capable of being so offered except by way of fractions or in respect of any Relevant Securities released from the provisions of paragraph 10.1 by special resolution as therein specified, shall be at the disposal of the Company and the Directors may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount and provided further that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Shareholders, or at a discount. No Share shall be issued more than 3 months after the end of the period for the acceptance of the last offer made under paragraph 10.1 unless the procedure in paragraph 10.1 and this paragraph 10.2 is repeated in relation to that Share.
- 10.3 The discretion of the Directors contained in this paragraph as to the allotment and disposal of and the granting of any option over the Shares shall in any event be subject to the provisions of any agreement relating thereto binding on the Company from time to time and any

directions contained in any resolution creating such Shares.

- 10.4 Any Shares allotted hereunder to any holder of Preferred Shares or Ordinary Shares shall upon such allotment become Preferred Shares or Ordinary Shares respectively (as the case may be) to rank pari passu with the existing Preferred Shares or Ordinary Shares.
- 10.5 If an offer is made to the holders for the time being of the Preferred Shares pursuant to paragraph 10.1 and, collectively, the holders for the time being of the Preferred Shares do not accept at least 10% of the Relevant Securities making up their proportionate entitlement pursuant to such offer, then:
 - 10.5.1. the holders of the Preferred Shares shall cease to be entitled to participate in any future offer of Relevant Securities made pursuant to paragraph 10.1, all references in that paragraph to "Preferred Shares" shall be deemed to be deleted and all references to Shareholders shall be deemed to be amended to become "Ordinary Shareholders";
 - 10.5.2. paragraph 9 shall cease to apply.