

DATED

9 FEBRUARY 2022

ERGOMED PLC

as Buyer

and

THOSE PERSONS SET OUT IN PARTS 1 AND 2 OF SCHEDULE 1

as Sellers

SALE AND PURCHASE AGREEMENT

in relation to

ADAMAS CONSULTING GROUP LIMITED

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Agreed Form Documents

- A. Disclosure Letter and Disclosure Bundle
- B. Clause 16.2 announcement
- C. Directors'/Secretary's Deeds of Resignation
- D. Cessation as PSC Letter
- E. RLE Letter
- F. Stock Transfer Forms
- G. GD power of attorney
- H. Buyer's power of attorney
- I. Payment Direction Letter
- J. Employment contracts for IB, IM, Shehnaz Vakharia, Simon Pritchard and Marieke Gaudet Kirkman
- K. Option deeds for IB, IM, Shehnaz Vakharia, Simon Pritchard and Marieke Gaudet Kirkman
- L. Indian Subsidiary share transfer documentation
- M. Indian Subsidiary completion board minutes
- N. US Subsidiary completion resolution
- O. Locked Box Accounts
- P. Locked Box Memorandum

THIS AGREEMENT is made by way of Deed on

9 February 2022

BETWEEN:

1. **ERGOMED PLC** incorporated in England and Wales with company number 04081094 whose registered office is at 1 Occam Court, Surrey Research Park, Guildford, England, GU2 7HJ (the “**Buyer**”); and
2. The persons whose names and addresses are set out in Schedule 1 (the “**Sellers**”), together the “**Parties**” and each a “**Party**”.

WHEREAS:

- A. The Target (as defined below) is a private limited company incorporated under the CA 2006 (as defined below) further details of which are set out in Part 1 of Schedule 3.
- B. Each Seller has agreed to sell the Shares shown opposite that Seller’s name in column 3© of Part 1 of Schedule 2, and the Buyer has agreed to buy the Shares, in each case on the terms and subject to the conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Agreement, the following terms shall, unless the context otherwise requires, have the following meanings:

“**Affiliate**” means in respect of any undertaking, its subsidiary undertakings and parent undertakings and the subsidiary undertakings of each such parent undertaking;

“**Agreed Form**” means, in relation to any document, the form of that document most recently approved by the Buyer and the Sellers’ Representative (being agreed in an exchange of emails between the Buyer or its legal counsel and the Sellers or their legal counsel);

“**Agreed Payments**” means those payments set out in Part 2 of Schedule 8;

“**Agreement**” means this agreement, together with all its recitals and Schedules;

“**Alchemy Tax Scheme**” means the tax scheme known as the “Alchemy” scheme to which GD and PF (as employees of the UK Subsidiary) were historically a party and in respect of which the repayment of certain liabilities in relation to such scheme is now the subject of a settlement agreement between HMRC, the UK Subsidiary, GD and PF dated 17 May 2021 (the “**Alchemy Scheme Settlement Agreement**”);

“Anticipated Material Contracts” means any agreement or arrangement to which a Target Group Company is, at the Completion Date, considered likely to be a party or otherwise subject and which is material in the context of the business of the Target Group when considered as a whole, being any such agreement or arrangement that could potentially give rise to, in the 12 months following 1 January 2022, anticipated revenue and/or expenditure or other liability in excess of £100,000 per annum;

“Associate” means, in respect of a person, any Affiliate of that person and any other person connected with that person;

“Audited Accounts” means the accounts comprising the audited consolidated balance sheet of the Target and each Target Group Company made up to the Balance Sheet Date, and the audited consolidated statement of comprehensive income, consolidated statement of changes in equity of the Target and each Target Group Company in respect of the financial year ending on the Balance Sheet Date, including, the notes thereto and the directors’ report and auditors report thereon;

“Authorisations” means any licence, consent, permit, approval, certificate, clearance or other authorisation granted by any Authority

“Authority” means any governmental, administrative, supervisory, regulatory or determinative authority, agency, court or other organisation of any jurisdiction, in each case which is established by, or having the authority of, Law;

“Balance Sheet Date” means 31 December 2020;

“Business Day” means any day other than a Saturday or Sunday or a day which is a public holiday in London, England;

“Buyer Documents” is defined in clause 8.1.1(a);

“CA 2006” means the Companies Act 2006;

“CAA 2001” means the Capital Allowances Act 2001;

“CBIL Loan” means the Coronavirus Business Interruption Loan facility provided by HSBC Bank PLC to the UK Subsidiary for the principal sum of £250,000;

“Communications Systems” means all systems used by, for the benefit of, any Target Group Company for the purposes of electrical, magnetic or electromagnetic signal transmission or conveyance (whether via fixed line, fixed wireless, mobile, satellite or other systems);

“Company Property” means:

- (a) all property belonging to (or otherwise provided to a Seller Party by) any Target Group Company including any equipment, keys, phone, computer hardware or

software, mobile phones belonging to any Target Group Company and used by a Seller Party; and

- (b) all records, documents and Confidential Information of any Target Group Company (in whatever media);

“Completion” means completion of the sale and purchase of the Shares pursuant to this Agreement;

“Completion Date” means the date of this Agreement;

“Computer Systems” means all systems used by, or for the benefit of, any Target Group Company from time to time, including Hardware, Operating Software, Communications Systems, websites, domain names and cryptography, cryptographic keys and data in any of the foregoing;

“Confidential Information” means information of a confidential nature (regardless of whether or not such information is recorded in any physical, electronic or other media and including all copies, extracts and derivations of confidential information) concerning the business, affairs, assets and/or interests of the Target Group, including technical data, know-how, designs, plans, specifications, methods, processes, , systems, trade secrets, formulae, research and development data, product complaint and testing information, lists of customers and suppliers, information relating to development, marketing, distribution, sale or purchase of services, accounts, financial statements, financial forecasts, business plans, budgets, estimates, sales information, other financial information and any other information concerning the business, affairs, assets and/or interests of the Target Group which is marked as being confidential or would reasonably be expected to be kept confidential;

“CRTPA 1999” means the Contracts (Rights of Third Party) Act 1999;

“CTA 2010” means the Corporation Tax Act 2010;

“Customer Liability” means any material liability of any Target Group Company arising in consequence of:

- (a) any breach of any applicable Law (including Laws concerning the protection of consumer rights and data privacy); and/or
- (b) any breach of warranty, (whether express or implied by Law), in respect of the supply of services of any Target Group Company (whether acquired directly from any Target Group Company or indirectly through intermediaries (whether agents, franchisees, independent distributors otherwise));

“Data Protection Law” means any Law regulating activities pertaining to the processing of personal data, including any regulation and code of practice issued by a relevant Authority;

“Data Room” means the contents of the electronic data room hosted on <https://vdr.sterlingdatarooms.com/> in the Folder “Project Alpha VDR” in connection with the

sale and purchase of the Shares as at 5pm on the second Business Day before Completion, a copy of which has been provided to the Buyer on the date of this agreement on a USB drive and an index of which is scheduled to the Disclosure Letter;

“**Defined Contribution Payments**” is defined in paragraph 18.9.1 of Part B of Schedule 6;

“**Director’s Loan Accounts**” means the director’s loan accounts for PF and GD in the Target;

“**Disclosed**” means fairly disclosed with sufficient detail so as to enable a reasonably diligent purchaser of the Shares to make a reasonable assessment of the nature and scope of the matter disclosed;

“**Disclosure Bundle**” means the bundle of documents (in an Agreed Form) provided by the Sellers to the Buyer in connection with the making of certain disclosures against the Warranties including the documents contained in the Data Room;

“**Disclosure Letter**” means the letter (in an Agreed Form) from the Sellers to the Buyer and dated the date of the Agreement and making certain disclosures against the Warranties, together with the Disclosure Bundle;

“**Dispute**” means any dispute arising out of, relating to or in connection with, this Agreement, including any question relating to the existence, validity, interpretation or termination of this Agreement or to any contractual related to the Agreement and any dispute relating to the enforcement of the Agreement;

“**EBT**” means the Adamas Consulting Limited Employee Benefit Trust;

“**Encumbrance**” includes any interest or equity of any person (including any right to acquire, option or right of pre-emption); any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by Law), or other security interest arising under any agreement or arrangement for rental, hire purchase, credit or conditional sale or other agreement for payment on deferred terms;

“**Enlarged Group**” means the Buyer and its Affiliates (including, with effect from Completion, the members of the Target Group (in each case, if and for so long as that Target Group Company remains an Affiliate of the Buyer)) and “**member of the Enlarged Group**” means any one of them;

“**Finally Determined**” means:

- (a) agreed between the Buyer and the Sellers’ Representative in writing as to both liability and quantum;
- (b) withdrawn in writing by the Buyer; or

- (c) finally determined (as to both liability and quantum) by a court of competent jurisdiction from which there is either no appeal or from which no appeal has been lodged within the period permitted for any appeal;

“Financial Facilities” is defined in paragraph 11.1 of Part B of Schedule 6;

“Fundamental Warranties” means those Warranties set out in Part A of Schedule 6;

“Fundamental Warranty Claim” means any claim for breach of any of the Fundamental Warranties;

“GD” means Gary Dickinson, being one of the Sellers whose details are set out in Schedule 1;

“Gratuity” is defined in paragraph 8.1(a) of Part B of Schedule 6;

“Group” means, in respect of any undertaking, such undertaking together with its Affiliates;

“Hardware” means any computer hardware, equipment (including electronic equipment and discrete communications equipment) and computer peripherals used by, or for the benefit of, any Target Group Company (or, where so specified by, or for the benefit of, or in connection with, any other person);

“HMRC” means HM Revenue & Customs;

“IB” means Ian Brady, being one of the Sellers whose details are set out in Schedule 1;

“IM” means Ian Montague, being one of the Sellers whose details are set out in Schedule 1;

“Indian Subsidiary” means Adamas Clinical Quality Consulting Private Limited, details of which are set out in Part 2 of Schedule 3;

“Insurance Benefit Payments” is defined in paragraph 18.9.1(b) of Part B of Schedule 6;

“Intellectual Property Right” means all patents, trademarks, service marks, domain names, rights (registered or unregistered) in any designs; applications for any of the foregoing; proprietary trade or business names, copyright (including rights in computer software), rights in databases, rights in inventions, proprietary know-how, rights in and rights to protect the use and/or disclosure of information, and all proprietary rights and forms of protection of a similar nature to any of the foregoing (including all applications, registrations, renewals and extensions in respect thereof) and all other forms of intellectual property rights, in each case in any jurisdiction;

“Internationally Recognised Stock Exchange” means any market in securities operated by an investment exchange which is a ‘Recognised Investment Exchange’, ‘Recognised

Overseas Investment Exchange’ or ‘Designated Investment Exchange’ (in each case as so designated by the UK Financial Conduct Authority from time to time);

“**IP Licence Agreement**” is defined in paragraph 15.2.4 of Part B of Schedule 6;

“**ITEPA 2003**” means the Income Tax (Earnings and Pensions) Act 2003;

“**Law**” includes all civil codes, statutes, regulations, rules of common law, judgments, decrees or orders of any Authority and other measures or decisions having the force of law in any jurisdiction from time to time, whether before or after the date of this Agreement;

“**Leakage**” means any of the following, in each case by (or on behalf of) any Target Group Company to or for the benefit of any Seller or its Associates (but excluding Permitted Leakage):

- (a) any dividend or other distribution (whether in cash or in specie) or any return of capital, including (without limitation) by way of reduction of capital, redemption or repurchase of shares or other securities, or any repayment of share or loan capital, in each case whether declared, accrued, paid or made;
- (b) any payments made or accrued in respect of advisory fees, supervisory fees, management fees, monitoring fees, royalties or similar payments
- (c) any transfer or disposal of any assets, rights, value or benefits at an undervalue;
- (d) the purchase of any assets, rights, value or benefits at an overvalue;
- (e) any liability, guarantee, debt, obligation or indemnity assumed, paid, discharged or incurred;
- (f) the waiver, forgiveness, release, deferral, reduction, discharge or discount of any amount, liability or obligation owed by any Seller or its Associates (including interest);
- (g) the creation of any Encumbrance over any assets (or any interest in any such asset) of any Group Company;
- (h) lending, borrowing or interest payments between a Target Group Company and any Seller or its Associates (but not for the avoidance of doubt any interest on any inter-company amounts outstanding as between Target Group Companies);
- (i) any costs and expenses paid, accrued or incurred by (or on behalf of) any Target Group Company in connection with the Transaction Documents (including any professional advisers' fees relating to the transaction and costs and expenses relating to the Sellers' due diligence relating to the transaction);
- (j) any agreement, arrangement, commitment or resolution (whether or not legally binding) of any Target Group Company (or any person on its behalf) to do any of the things in paragraphs (a) to (j) above;
- (k) any other fees, costs, expenses and Taxation incurred or payable by any Target Group Company in connection with the Transaction Documents or in respect of any

of the matters referred to in paragraphs (a) to (k), except to the extent reduced by any Relief available to any Target Group Company to offset such Taxation

“Leakage Claim” means a claim for breach of the undertaking in clause 6.1;

“Leakage Period” means the period commencing on the date of this Agreement and ending at 11:59 pm on the date that is 6 months thereafter;

“Lease” is defined in paragraph 20.1 of Part B of Schedule 6;

“Leased Premises” means the properties set out in Schedule 9;

“Licensed IP” is defined in paragraph 15.2.1 of Part B of Schedule 6;

“Locked Box Accounts” means the consolidated management accounts of the Group in respect of the eight (8) months ended on the Locked Box Date (in the Agreed Form);

“Locked Box Date” means 31 August 2021;

“Locked Box Memorandum” means the memorandum (in the Agreed Form) setting out the calculation of the Price;

“Losses” means losses, damages, liabilities, claims, reasonable costs and expenses properly incurred, including fines, penalties, legal and other professional fees and expenses and whether pursuant to a claim for contribution or under statute, contract, tort or otherwise but excluding any indirect or consequential loss (including loss of profits) and **“Loss”** shall be interpreted in the same way;

“Management Accounts” means the unaudited consolidated management accounts of the Target and each Target Group Company for the period commencing on the day after the Balance Sheet Date and ending on 31 December 2021 (a copy of which is set out in document 22.8 of the Data Room);

“Material Contracts” means any agreement or arrangement to which a Target Group Company is a party or otherwise subject and which is material in the context of the business of the Target Group when considered as a whole, being any such agreement or arrangement that:

- (a) gives rise to actual revenue and expenditure or other liability in excess of £100,000 in the 12 months prior to 31 December 2021; or
- (b) imposes any material restriction on the ability of Target Group Company to conduct its business anywhere in the world;

“Material IP” is defined in paragraph 15.2.1 of Part B of Schedule 6;

“Operating Software” means the software, applications, computer programs, instructions for execution by a computer processor and other such products, including the source code therein used by, or for the benefit of, any Target Group Company (or, where so specified, any other person);

“Options” means the options held by the Optionholders to acquire Target Shares (summary particulars of all such options being set out in Part 2 of Schedule 2) and which have been exercised prior to the signing of this Agreement, each being referred to as an **“Option”**;

“Optionholders” means IM and IB, and **“Optionholder”** means any one of them;

“Owned IP” is defined in paragraph 15.2.1 of Part B of Schedule 6;

“PF” means Dr Patricia Fitzgerald, being one of the Sellers whose details are set out in Schedule 1;

“Payment Direction Letter” means the payment direction letter (in the Agreed Form) between the Buyer, IM, IB and the trustees of the EBT;

“Permitted Leakage” means:

- (a) the Agreed Payments;
- (b) any payments expressly provided for under the terms of this Agreement;
- (c) any amounts to the extent accrued or provided for in the Locked Box Accounts or the Locked Box Memorandum;
- (d) the base salaries and other remuneration (including reasonable expenses), consultation fees, accrued bonuses, emoluments and other entitlements incurred or paid or agreed to be paid or payable to any employee, director, consultant or officer of any Target Group Company in accordance with their current employment, service or consultancy agreements with any Target Group Company (in each case to the extent that such payments are consistent with past practice in the 12 month period prior to the date of this Agreement, excluding any bonuses paid in connection with the Transaction to or in favour of any employee, director, consultant or officer of any Target Group Company under any service or other consulting agreement which are not Agreed Payments;
- (e) any amounts incurred or paid or agreed to be paid or payable, and any liability, cost or expense incurred in connection with any matter undertaken at the written request of, or with the prior written consent of, the Buyer provided that the Buyer has full knowledge of the amount of Leakage at the time of making or giving such request or consent;
- (f) any Taxation payable by any Target Group Company in connection with any payments made by any trust established by any Target Group Company for the benefit of all or any of any Group Company’s present or former directors, officers,

employees or workers or the dependants of any of such persons to any employee, director, consultant or officer of any Target Group Company; and

- (g) any Taxation payable by any Target Group Company in connection with any of paragraphs (a) to (f) above;

“Planning Acts” is defined in paragraph 20.1 of Part B of Schedule 6;

“Pound Sterling” and **“£”** means the lawful currency of the United Kingdom;

“Previously-owned Land and Buildings” is defined in paragraph 20.1 of Part B of Schedule 6;

“Price” is defined in clause 3.1.1;

“Proceedings” is defined in clause 19.2;

“Receiving Group” is defined in clause 15.1;

“Receiving Party” is defined in clause 15.1;

“Relevant Proportions” means in respect of each Seller, such proportions being as set out opposite their respective names in column (5) of Part 1 of Schedule 2;

“Relevant Securities” means, in respect of any undertaking:

- (a) any share, security or other interest in the capital of such undertaking from time to time; and
- (b) any other security, option, warrant, agreement or instrument which confers any right to subscribe, exchange for, convert into or otherwise acquire any issue of any share, security or other interest in the capital of such undertaking;

“Relief” is defined in Schedule 7;

“Restricted Business” means any business which competes (or which is intended to, or is reasonably likely to, compete) with the business as conducted by the Target Group as at Completion, being consultancy services in relation to audits offering independent GCP, GVP, GLP and GMP Quality Assurance and Quality Management services and computer system compliance.

“Restricted Period” means the period of two (2) years as from the Completion Date;

“Seller Documents” is defined in clause 7.2.1(a);

“Seller Party” any Seller and each Associate of a Seller;

“Sellers’ Lawyers” means Moorcrofts LLP of Thames House, Mere Park, Dedmere Road, Marlow, Buckinghamshire, SL7 1PB;

“Sellers’ Lawyers’ Client Account” means the client account of the Sellers’ Lawyers, details of which are set out in Part 1 of Schedule 4;

“Sellers’ Representative” is defined in clause 14.1.1;

“Shares” means the Target Shares to be bought and sold pursuant to clause 2.1, being the entire issued share capital of the Target at Completion;

“Specific Indemnity Claim” means any claim for indemnification under clause 11.1.1;

“Target” means Adamas Consulting Group Limited, a company incorporated in England & Wales with registered number 08299519 (details of which are set out in Part 1 of Schedule 3);

“Target Group” means the Target together with its subsidiary undertakings as at the date of Completion (details of which are set out in Part 2 of Schedule 3) and **“Target Group Company”** shall mean any member of the Target Group;

“Target Group Contractors” is defined in paragraph 18.1.1 of Part B of Schedule 6;

“Target Group Directors” means the directors of the Target (details of which are set out in Part 1 of Schedule 3);

“Target Group Employees” is defined in paragraph 18.1.1 of Part B of Schedule 6;

“Target Group’s Asset Register” is defined in paragraph 15.1.2 of Part B of Schedule 6;

“Target Group’s Bank Accounts” is defined in paragraph 11.8 of Part B of Schedule 6;

“Target Group’s Insurances” is defined in paragraph 10.2 of Part B of Schedule 6;

“Target Group Officers” is defined in paragraph 18.1.1 of Part B of Schedule 6;

“Target Shares” means shares in the capital of the Target;

“Target Group Staff” is defined in paragraph 18.1.1 of Part B of Schedule 6;

“Tax” is defined in Schedule 7;

“Tax Claim” means a claim for breach of any of the Tax Warranties and/or a Tax Indemnity Claim;

“Tax Indemnity Claim” means a claim for indemnification under Schedule 7;

“Tax Warranties” means the Warranties set out in Part C of Schedule 6;

“Tax Authority” is defined in Schedule 7;

“Transaction Bonuses” means the transaction related bonuses to be paid to certain Target Group Employees in an aggregate amount equal to the Transaction Bonus Amount;

“Transaction Bonus Amount” means the aggregate amount of £607,750 which amount includes the bonus and related national insurance contributions;

“Transaction Bonus Letters” means the letters to certain Target Group Employees detailing the Transactions Bonuses copies of which are set out in folder 29.14 of the Data Room;

“Transaction Documents” is defined in clause 18.5.1;

“Transaction Matters” is defined in clause 14.1;

“UK GAAP” means generally accepted accounting practice in the United Kingdom including Financial Reporting Standards (specifically Financial Reporting Standard 102) and Statements of Standard Accounting Practice, each as issued or adopted by the Financial Reporting Council (**“FRC”**), Abstracts issued by the FRC (and pronouncements previously issued by the Urgent Issues Task Force of the Accounting Standards Board), the requirements of applicable Law and pronouncements by the Conduct Committee of the FRC (or its predecessor, the Financial Reporting Review Panel);

“UK Subsidiary” means Adamas Consulting Limited, details of which are set out in Part 2 of Schedule 3;

“US Subsidiary” means Adamas Consulting LLC, details of which are set out in Part 2 of Schedule 3;

“VAT” means value added tax or any other sales tax that is levied on the supply of goods or services in any jurisdiction;

“VATA 1994” means the Value Added Tax Act 1994;

“Warranties” means the warranties set out in Schedule 6;

“Warranty Claim” means a claim for breach of any of the Warranties; and

“W&I Policy” means the warranty and indemnity insurance policy to be taken out by the Buyer, the form of which is annexed to this Agreement.

1.2 Interpretation

1.2.1 Unless the context otherwise requires, the following rules of interpretation shall apply to this Agreement:

- (a) words and phrases, the definitions of which are contained or referred to in the Companies Act 2006, shall have the meanings respectively attributed to them by it;
- (b) words in the singular include the plural and in the plural include the singular;
- (c) use of any gender or neuter includes the other genders and neuter;
- (d) references to a particular statute or statutory provision or other Law shall:
 - (i) include all subordinate legislation made from time to time under that statute, statutory provision or other Law; and
 - (ii) be construed as a reference to such Law as amended, re-enacted, consolidated, supplemented, replaced or renumbered (or as its application or interpretation is changed or affected by other Laws) from time to time and as was, is, or will be (as the case may be) applicable at the time in question except that as between the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended liability, obligation or restriction on, or otherwise adversely affect the rights of, any Party;
- (e) references to “**this Agreement**” or any other agreement, deed or instrument is a reference to this Agreement or, as the case may be, the relevant agreement, deed or instrument as amended, supplemented, replaced or novated from time to time;
- (f) references to “**clauses**” and “**Schedules**” are to clauses of, and schedules to, this Agreement;
- (g) references to a “**paragraph**” or a “**Part**” are to a paragraph or part of the Schedule in which such reference appears;
- (h) the expression “**connected**” with reference to a person or group of persons has the meaning given to it in sections 1122 and 1123 of the Corporation Tax Act 2010 (subject to the deletion of section 1122(8));
- (i) references to a “**day**” shall mean a period of 24 hours running from midnight to midnight and reference to any time or date shall, save where otherwise expressly stated to the contrary, be a reference to the time or date (as the case may be) in London, England;
- (j) references to a “**person**” shall be construed so as to include:
 - (i) any individual, firm, body corporate, Authority, joint venture, association, undertaking, partnership or limited partnership (whether or not having separate legal personality); and
 - (ii) a reference to the estate, successors, permitted transferees and permitted assignees of any of such person;

- (k) the words “**include**”, “**including**” or “**in particular**” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;
- (l) references to “**written**” or “**writing**” shall include all data in written form whether represented in hand-written, printed, electronic or other format (including e-mail);
- (m) references to any English legal term for any action, remedy, method of judicial proceedings, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction (other than England) shall be treated as a reference to any analogous term in that jurisdiction;
- (n) any express obligation or liability of a Party to ensure or procure the performance of any obligation by any other person shall not be reduced, discharged, or otherwise adversely affected by any act, omission, matter or thing which would have discharged or affected the liability of that Party had it been a principal obligor or by anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge that Party or otherwise reduce or extinguish its liability under this Agreement;
- (o) references to the “**ordinary course of business**” of the Target Group refers to the course of conduct of the business of the Target Group, having regard to its nature, size and scale, customary practices and policies and manner of operations, as current at the date of this Agreement; and
- (p) a reference to “**FRS 102**” is to the Financial Reporting Standard for Companies in the UK and Republic of Ireland issued by the Financial Reporting Council and in force for the accounting period ending on the Balance Sheet Date; and
- (q) where any Warranty is qualified by the expression “so far as the Sellers are aware” or “to the best of the Sellers’ knowledge, information or belief” or a similar expression, each Seller is deemed to have knowledge of:
 - (i) the actual knowledge at Completion of each of the Sellers; and
 - (ii) the knowledge that a Seller would have had, had that Seller made reasonable enquiries of:
 - (1) Simon Pritchard in respect of the relevant subject matter of the following Warranties: 10 (Insurances), 11 (Finance), 12 (Encumbrances), 13 (Accounts) and (20) Property;
 - (2) Shehnaz Vakharia in respect of the relevant subject matter of the Warranties (with the exception of 10 (Insurances), 11 (Finance), 12 (Encumbrances) and 13 (Accounts) and only to the extent that certain subject matter is related to the Target Group’s business and operations in India; and
 - (3) Matt Barthel in respect of the relevant subject matter of the following Warranties: 15 (Assets) and 16 (Computer Systems) (only to the extent that certain subject matter is related to the Target Group’s business and operations in the UK).

- 1.2.2 The Table of Contents, headings and titles are for convenience only and do not affect the interpretation of this Agreement.
- 1.2.3 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules.
- 1.2.4 If any provisions of the Schedules at any time conflict with any of the other provisions of this Agreement (not contained in the Schedules), the provisions of this Agreement (not contained in the Schedules) shall prevail.

2. SALE AND PURCHASE

2.1 Sale and purchase of Target Shares

At Completion, each of the Sellers shall sell, fully paid up and free from all Encumbrances and together with all rights now and in the future attaching to them, the entire legal and beneficial interest in the number and class of Target Shares (including the right to receive dividends or distributions declared, paid or made on or after Completion) set opposite his or her name in column 3(c) of Schedule 2, all Target Shares so sold by all Sellers together comprising the entire issued share capital of the Target and the Buyer shall purchase all such Target Shares with full title guarantee.

2.2 No partial sale

The Buyer shall have no obligation to complete the sale and purchase of any Target Shares pursuant to clause 2.1 unless the sale and purchase of all the Shares is completed simultaneously.

2.3 Waiver of pre-emption and agreement to Price allocation

Each Seller consents to, and waives all rights of pre-emption, rights of first refusal, veto rights and such other rights it/he/she may have as otherwise prohibit, restrict or impair, the transfer of the Shares to the Buyer in accordance with this Agreement and agrees to the allocation of the Price as between the Sellers in accordance with the terms of this Agreement (which shall take precedent over any understanding or arrangement howsoever arising to the contrary).

2.4 Voting power pending registration

2.4.1 With effect from Completion:

- (a) each Seller irrevocably and unconditionally appoints the Buyer as its lawful agent and attorney to exercise all rights which the Seller may have in its/his/her capacity as registered holder of Target Shares including (but not limited to) any right to:
 - (i) receive notice of, attend and vote at, any meeting of the shareholders of the Target (or any class thereof) or at any adjourned meeting of the shareholders of the Target (or any class thereof);
 - (ii) nominate any proxy to attend and vote at any meeting of the shareholders of the Target (or any class thereof);

- (iii) consent to any meeting of the shareholders of the Target (or any class thereof) being held on short notice;
- (iv) consent to any variation of any rights attaching to any class of Target Share;
- (v) approve any resolution of the shareholders of the Target (or any class thereof) proposed by way of written resolution;
- (vi) deal with, and give directions in respect of, any dividends, moneys, securities, benefits, notices or communications (in whatever form) in respect of the Target Shares,

in each case as the Buyer in its absolute discretion sees fit;

(b) each Seller undertakes:

- (i) not to exercise any rights attaching to the Target Shares other than on the express written instruction of the Buyer;
- (ii) to hold on trust for the Buyer and to promptly notify the Buyer of anything received by him or her after Completion in his capacity as holder of any Target Shares, and to act promptly in accordance with the Buyer's instructions to the fullest extent permitted by law in relation to any such thing; and
- (iii) to ratify whatever the Buyer lawfully does or causes to be done under the authority or purported authority of the power of attorney conferred by clause 2.4.1(a).

2.4.2 The powers of attorney conferred by clause 2.4.1(a) are given to secure the proprietary interests of the Buyer in the Shares with effect from Completion and are irrevocable unless revoked with the prior written consent of the Buyer. Such power of attorney shall terminate (without prejudice to anything done by the Buyer before termination) on the date on which the Buyer (or its nominee) is entered in the register of members of the Target as the legal holder of the Shares. The Buyer undertakes to use all reasonable endeavours to submit for stamping with HMRC the stock transfer forms delivered by the Sellers to the Buyer at Completion within the period of 30 days from the Completion Date and, subject to stamping, to enter the Buyer as the registered holder of the Shares in the register of members of the Target.

2.5 Stamp duty

The Buyer shall be responsible for the payment of all stamp duty (and, if applicable, stamp duty reserve tax) on this Agreement and the transfers in respect of the Shares to be delivered to the Buyer at Completion. IM and IB shall be responsible for the payment of stamp duty on the transfer of the Target Shares (including the declarations of trust) following the exercise of the Options and shall provide evidence to the Buyer that the stamp duty has been paid as soon as reasonably practicable after Completion.

3. PRICE

C&B LLP

3.1 Aggregate price

£25,654,090.00

- 3.1.1 The total consideration for the sale of the Shares is the sum of ~~£25,654,089.55~~ (the "Price"), calculated and agreed in accordance with the Locked Box Memorandum.
- 3.1.2 On the Completion Date, and subject to the Sellers complying with their obligations under clause 4 and Schedule 5, the Buyer shall pay in cash in cleared funds to the Sellers' Lawyers' Client Account an amount equal to the Price for the benefit of the Sellers, to be apportioned as between the Sellers in the amounts set opposite each Seller's name in column 3 of Part 1 of Schedule 2, and otherwise dealt with in accordance with the provisions of the Payment Direction Letter.
- 3.1.3 The Buyer shall have no obligation to procure that any amount paid to such Sellers' Lawyers' Client Account in accordance with clause 3.1.2 is thereafter distributed to the Sellers, which shall be the responsibility of the Sellers.
- 3.1.4 It is understood that the EBT shall use £143,300 of the total aggregate proceeds due to it in connection with the exercise of the Options (the "EBT Option Proceeds") to advance such amount to the Target in part satisfaction of the Transaction Bonuses payable by the Target to certain Target Group Employees, and in the event that this is not the case the Sellers shall repay to the Buyer an amount equal to such sum so that the Buyer can procure that such amount is paid by the Target in part satisfaction of the Transaction Bonuses.

4. COMPLETION

4.1 Completion obligations

- 4.1.1 Completion shall occur remotely (via electronic exchange of the required deliverables where possible) immediately following execution of this Agreement.
- 4.1.2 At Completion, the Sellers will perform their obligations and deliver, or procure the delivery of, each of the documents listed in paragraph 1 of Schedule 5.
- 4.1.3 Subject to the Sellers having complied in full with their obligations its obligations under clause 4.1.2, the Buyer will perform its obligations and deliver, or procure the delivery of, each of the documents listed in paragraph 2 of Schedule 5.

5. TRANSACTION ARRANGEMENTS

The Buyer shall procure the payment by each relevant Target Group Company of the Transactions Bonuses payable to the relevant Target Group Employee in accordance with the terms of the Transaction Bonus Letters. Such payments shall be made through the relevant Target Group Company's payroll by no later than 28 February 2022.

6. LEAKAGE

6.1 Leakage undertaking

Each Seller severally warrants and undertakes to the Buyer that from (but excluding) the Locked Box Date up to (and including) Completion, there has not been any Leakage to or for the benefit of such Seller or its Associates other than Permitted Leakage.

6.2 Indemnity

Each Seller covenants to pay the Buyer (or to its order) on demand by the Buyer, an amount in cash equal to the aggregate of the amount of all Leakage actually received or benefited by such Seller or its Associates other than any Permitted Leakage.

6.3 Notification of Leakage

6.3.1 Each Seller undertakes to notify the Buyer promptly in writing upon him or her becoming aware that any Leakage that is not Permitted Leakage has occurred relating to the Leakage Period.

6.3.2 Any notification made pursuant to clause 6.3.1 must include details of the nature and amount of the Leakage (as far is known to the relevant Seller when such notification is given).

6.4 Limitation on Leakage claims

6.4.1 Save in the case of fraud or wilful misconduct, the aggregate several liability of each Seller in respect of any Leakage pursuant to clause 6.1 or 6.2 shall not exceed an amount equal to the aggregate amount of Leakage such Seller has actually received or benefitted from (whether directly or indirectly).

6.4.2 In respect of any Leakage that is received or benefitted from by one or more Sellers (or their Associates), each Seller shall, if and to the extent it is not possible to otherwise ascertain the amount of such Leakage received by such Seller, be deemed to have received or benefited from such Leakage pro rata to its Relevant Proportion and each Seller shall pay to the Buyer its pro rata portion of the amount required to be paid to the Buyer.

6.4.3 The Sellers will not be liable in respect of any Leakage pursuant to clause 6.1 or 6.2 unless the Buyer has given the Sellers' Representative written notice of its claim before the expiry of the Leakage Period.

6.5 Leakage claim reduces Price

Any sum payable to the Buyer in respect of any breach of clause 6.1 or 6.2 shall be treated as a reduction in the Price by an equal amount and shall reduce the Price paid to the relevant Seller.

7. SELLER ASSURANCES

7.1 Assurances at Completion

7.1.1 At Completion each Seller waives any claims or rights or causes of action he/she may have as at Completion (howsoever arising, whether known or unknown) against:

- (a) each Target Group Company;

- (b) each officer, employee, consultant, auditor and professional adviser of the Target Group, in so far as such claim, right or cause of action concerns the affairs of the Target Group; and
 - (c) each other Seller, in so far as such claim, right or cause of action concerns the affairs of the Target Group.
- 7.1.2 Nothing in clause 7.1.1 shall be construed as a waiver of any right of any officer, employee or consultant of the Target Group in respect of any unpaid fees, salary, bonuses, benefits and expenses under his/her terms of employment.
- 7.1.3 The provisions of clauses 7.1.1 and 7.1.2 shall, with the prior written consent of the Buyer, be directly enforceable by each Target Group Company notwithstanding that they may not be a signatory to this Agreement.

7.2 Fundamental Seller Warranties

- 7.2.1 Each Seller severally warrants to each Party that:
- (a) he or she (and each of his or her Associates that is a party thereto) has the capacity and authority (without requiring the Authorisation of any Authority) to enter into and perform this Agreement and each other transfer, certificate, undertaking and agreement (if any) entered into (or to be entered into) by him or her (or, as the case may be, his or her relevant Associate) pursuant to this Agreement (together “**Seller Documents**”);
 - (b) each Seller Document will, if and when executed and delivered by him/her (or, as the case may be, his or her relevant Associate), constitute binding obligations enforceable against him or her (or, as the case may be, his or her Associate) in accordance with its terms; and
 - (c) he or she is not insolvent or bankrupt under any Laws applicable to him or her, nor is he or she unable to pay his or her debts as they fall due, nor has any arrangement (whether by court proceedings or otherwise) been proposed under which his or her creditors (or any group of them) could receive less than the amounts due to them nor are any proceedings in relation to any compromise or arrangement with creditors, any winding up, bankruptcy or other insolvency proceedings concerning him or her (or any of his or her assets or interests) current, pending or threatened.
- 7.2.2 Each Seller severally warrants to the Buyer (for the benefit of the Buyer and each Target Group Company) that:
- (a) he or she is/shall be the registered and sole owner of the Shares set forth opposite his or her name in column 3(d) in Part 1 of Schedule 2, and the transfer of such Shares to the Buyer under this Agreement at Completion constitutes the transfer of the whole of the right, title and interest (including all legal title to, and all beneficial interest in) such Shares from all Encumbrances and that he or she is entitled to so transfer such Shares to the Buyer pursuant to this Agreement;
 - (b) save for the Shares to be transferred to the Buyer by him or her at Completion in accordance with this Agreement (and the Options set opposite his or her name in

column 10 of Part 2 of Schedule 2), he or she does not hold any right, title or interest in respect of any further Relevant Securities of any Target Group Company;

- (c) neither he or she (nor any of his or her Associates) has any right, title or interest in the business of, or any assets owned or used by, the Target Group;
- (d) neither he or she (nor any of his or her Associates) is party to any contract, agreement or arrangement with any member of the Target Group other than, in relation to the relevant Optionholder, in respect of his/her employment with the relevant Target Group Company;
- (e) no loan or indebtedness is outstanding from, or otherwise payable (whether or not subject to any contingency) by, him or her (or any of his or her Associates) to the Target Group;
- (f) no loan or indebtedness is outstanding from the Target Group to him or her (or any of his or her Associates), nor does he or she (nor any of his or her Associates) benefit from any guarantee, indemnity or other surety given by any member the Target Group (save, where applicable, in respect of pensions, benefits, insurances and indemnities concerning current (and prior) officers, employees and consultants of the Target Group and arising under the terms, or otherwise by reason, of their employment); and
- (g) she or he (nor any of his or her Associates) has no outstanding or pending litigation, dispute or legal proceedings against any Target Group Company (or any officer, employee, consultant, auditor or professional adviser of the Target Group), nor is any litigation, dispute or legal proceedings threatened against the Target Group (or any officer, employee, consultant, auditor or professional adviser of the Target Group) by him or her (or any of his or her Associates) and, so far as he or she is aware, no matter, fact or circumstance exists which entitles (or so far as the relevant Seller is aware which is reasonably likely to entitle) him or her (or any of his or her Associates) to bring any litigation, dispute or legal proceedings against the Target Group (or any officer, employee, consultant, auditor or professional adviser of the Target Group).

7.2.3 The warranties given by each Seller in clauses 7.2.1 and 7.2.2 are given as at the date of this Agreement.

7.2.4 Any sum payable to the Buyer in respect of any breach of this clause 7.2 shall be treated as a reduction in the Price by an equal amount.

7.3 Restrictive covenants

7.3.1 As further consideration for the Buyer agreeing to purchase the Shares on the terms of this Agreement, and with the intent of assuring to the Buyer the full benefit and value of the goodwill and connections of the Target Group, each Seller severally undertakes to the Buyer (for the benefit of the Buyer and each member of the Enlarged Group) that he or she shall not (and he or she shall procure that his or her Associates shall not) during the Restricted Period, either on his or her own account (or on the account of his or her Associate) or in conjunction with or for the benefit of any other person, directly or indirectly, in any capacity whatsoever (including whether acting as principal or as an officer, employee or consultant of a third party):

- (a) carry on or be concerned, engaged or interested in any Restricted Business (other than as a holder of interests in securities admitted to trading on any Internationally Recognised Stock Exchange and representing (in aggregate together with the holdings of his/her Associates) less than three per cent (3%) in number of all securities of the same class and designation so admitted to trading);
- (b) entice away (or solicit or endeavour to entice away) from the Enlarged Group the business of any person who is a client or customer of the business of the Target Group as conducted at Completion (or who was a client or customer of the Target Group at any time during the 12 months prior to Completion);
- (c) seek to contract with or contract with any person who is a client or customer of the business of the Target Group as conducted at Completion (or who was a client or customer of the Target Group at any time during the 12 months prior to Completion);
- (d) entice away (or solicit or endeavour to entice away) from the Enlarged Group the business of any person who is a supplier or other provider of good and/or services to, the business of the Target Group as conducted at Completion (or who was a supplier or other provider of good and/or services to, the Target Group at any time during the 12 months prior to Completion);
- (e) seek to contract with or contract with any person who is a supplier or other provider of good and/or services to, the business of the Target Group as conducted at Completion (or who was a supplier or other provider of good and/or services to, the Target Group at any time during the 12 months prior to Completion);
- (f) entice away (or solicit or endeavour to entice away) from their employment (or other engagement) by the Enlarged Group, or employ or engage (or offer to employ or engage) in any capacity (including as an officer, employee or consultant), any person who is an officer, employee or consultant of the Target Group at Completion; or
- (g) induce or encourage any person who is an officer, employee or consultant of the Target Group at Completion to breach or otherwise not comply with any covenant or obligation owed by such person to any Target Group Company.

7.3.2 The provisions of clause 7.3.1 (subject to the further provisions of this clause 7.3) shall, with the prior written consent of the Buyer, be directly enforceable by each member of the Enlarged Group notwithstanding that they may not be a signatory to this Agreement.

7.3.3 The Parties agree and acknowledge that each of the covenants contained in clause 7.3.1 is reasonable and necessary for the protection of the Buyer's legitimate interests in the goodwill of the business of the Target Group. Each of the covenants contained in clauses 7.3.1(a) to 7.3.1(g) (inclusive) shall be construed as a separate and independent covenant and shall, to the extent lawful, be enforceable by the Buyer (and, subject to clause 7.3.2, by each member of the Enlarged Group) separately and independently of any right to enforce any one or more of the other covenants contained in clause 7.3.1. If one or more of the covenants is held to be void or unenforceable, the validity of the remaining covenants shall not be affected. If any such covenant shall be found to be void or voidable but would be valid and enforceable if some part or parts of the restriction or covenant were deleted, such restriction or undertaking shall apply with such modification as may be necessary to make it valid and enforceable.

- 7.3.4 Without prejudice to any other remedy which may be available, the Buyer (and, subject to clause 7.3.2, any member of the Enlarged Group) shall be entitled to seek injunctive or other equitable relief in relation to any breach or prospective breach of any covenant in clause 7.3.1.
- 7.3.5 No breach of clause 7.3.1(a) shall arise by reason of the bona fide performance by a Seller (or his or her Associate) of services by him or her in his or her capacity as an officer, employee or consultant of the Enlarged Group.
- 7.3.6 No breach of clause 7.3.1(f) shall arise by reason of:
- (a) any public advertisement (including, but not limited to, placing advertisements online (Internet) in journals and newspapers) being made inviting applications for any position of employment or other engagement; and
 - (b) the receipt of responses to any such public advertisement or other enquiry as to the availability of any position of employment or other engagement,
- provided always that such public advertisement was not intentionally and specifically directed at any officers, managers, employees or consultants of the Target Group.

8. BUYER ASSURANCES

8.1 Fundamental Buyer warranties

- 8.1.1 The Buyer warrants to each Seller that:
- (a) it is duly incorporated and is validly existing under the laws of its place of incorporation;
 - (b) it (and each of its Associates that is a party thereto) has the capacity and authority (without requiring the Authorisation of any Authority) to enter into and perform this Agreement and each other transfer, certificate, undertaking and agreement (if any) entered into (or to be entered into) by it (or, as the case may be, its Associate) pursuant to this Agreement (together “**Buyer Documents**”);
 - (c) each Buyer Document will, if and when executed and delivered by it (or, as the case may be, its relevant Associate), constitute binding obligations enforceable against it (or, as the case may be, its Associate) in accordance with its terms; and
 - (d) the entry into and the performance of its obligations under this Agreement and each other Buyer Document shall not:
 - (i) breach any agreement or instrument to which it is a party or by which it is bound; or
 - (ii) conflict with or breach any applicable law or any requirement of any Authority to which it is subject or submits;
 - (e) it is not the subject of any litigation, arbitration or administrative proceedings, nor is it aware of any threatened litigation, arbitration or administrative proceedings, which will prevent it from entering into this Agreement; and
 - (f) it is not insolvent or bankrupt under any Laws applicable to it, nor is it unable to pay its debts as they fall due, nor has any arrangement (whether by court proceedings or

otherwise) been proposed under which its creditors (or any group of them) could receive less than the amounts due to them nor are any proceedings in relation to any compromise or arrangement with creditors, any winding up, bankruptcy or other insolvency proceedings concerning it (or any of its/his/her assets or interests) current, pending or threatened.

8.1.2 The warranties given by the Buyer in clause 8.1.1 are given as at the date of this Agreement.

9. WARRANTIES

9.1 Giving of Warranties

Subject to clause 9.2, the Sellers (other than the Optionholders) jointly and severally warrant, and the Optionholders severally warrant, to the Buyer on the date of this Agreement that each of the Warranties is true, accurate and not misleading.

9.2 Disclosure

9.2.1 The Warranties are given subject to matters Disclosed in the Disclosure Letter and the Disclosure Bundle and the liability of the Sellers under or in respect of the Warranties is limited in accordance with the provisions of clause 13.

9.2.2 On the date of this Agreement:

- (a) the Sellers shall deliver to the Buyer:
 - (i) the Disclosure Letter (together with a copy of the Disclosure Bundle in electronic format recorded on a USB drive) duly executed by the Sellers; and
 - (ii) a USB drive containing the contents of the Data Room as at 5pm on the date 2 Business Days prior to Completion; and
- (b) the Buyer shall deliver to the Sellers' Representative an acknowledgement of receipt of the Disclosure Letter duly signed by the Buyer.

9.3 Warranties to be independent

Each of the Warranties shall be separate and independent and, save as otherwise expressly provided, shall not be limited by reference to any other Warranty.

9.4 Adjustment of Price

Any sum payable to the Buyer in respect of any Warranty Claim shall be treated as a reduction in the Price by an equal amount.

10. TAX INDEMNITY

10.1 Schedule 7

The provisions of Schedule 7 shall apply.

10.2 Adjustment of Price

Any sum payable to the Buyer in respect of any Tax Indemnity Claim shall be treated as a reduction in the Price by an equal amount.

11. SPECIFIC INDEMNITIES

11.1 Buyer to be indemnified.

11.1.1 Conditional on, and with effect from, Completion, the Buyer shall be indemnified by GD and PF from and against and in the amount of all Losses (if any) which may be suffered or incurred by the Enlarged Group arising directly or indirectly out of, or in connection with, each of the following matters:

- (a) any Liability for Taxation (as defined in Schedule 7) which has arisen or arises as a result of or by reference to any Event (as defined in Schedule 7) which occurred on or before Completion either:
 - (i) pursuant to Chapter 8 of Part 2 ITEPA (intermediaries), Chapter 10 of Part 2 ITEPA (intermediaries) or the Social Security Contributions (Intermediaries) Regulations 2000 or, in each case, any similar legislation outside of the United Kingdom; or
 - (ii) as a result of any contractor, consultant or individual being reclassified as an employee by a Tax Authority or any payment to a contractor, consultant or individual being reclassified as employment income by a Tax Authority up to a total aggregate amount of £100,000;
- (b) any Liability for Taxation to any Tax Authority in Spain as a result of any employee being treated as subject to Tax in Spain by any Tax Authority in Spain up to a total amount of £50,000;
- (c) any Liability for Taxation as a result of the transfer of shares to the EBT by GD and PF on up to a total amount of £163,000; and
- (d) any obligation of a Target Group Company to indemnify the EBT or the Trustees of the EBT in respect of any indemnity given to the EBT or the Trustees of the EBT by a Target Group Company but only where the indemnity has been required (by notice in writing) by the EBT or the Trustees of the EBT.

11.1.2 A right to indemnification under this clause 11.1 shall not be affected or deemed waived by reason of any investigation made by or on behalf of any member of the Enlarged Group or by reason of the fact that a member of the Enlarged Group knew or should have known of the matter, fact or circumstance giving rise to the Loss for which indemnification is claimed.

11.2 Conduct of Specific Indemnity Claims

11.2.1 Subject to clause 11.2.2, and on the basis the Buyer and each member of the Enlarged Group shall be indemnified by GD and PF from and against all third party costs and expenses reasonably and properly incurred by it in the performance of this clause 11.2.1 (which such third party costs and expenses shall not, for the avoidance of doubt, be comprised in nor

subject to the monetary limits on indemnification for Losses set out in clause 11.1.1(a) to 11.1.1(c)), if any member of the Enlarged Group become aware of any claim or potential claim against it by another person (a “**Third Party Indemnity Claim**”) which is reasonably likely to lead to a Specific Indemnity Claim, the Buyer shall and shall procure that each member of the Enlarged Group shall:

- (a) as soon as reasonably practicable after becoming aware of that matter, give the Sellers’ Representative written notice of the Third Party Indemnity Claim;
- (b) make no voluntary notification to any Tax Authority, admission of liability or settle or compromise the Third Party Indemnity Claim without prior consultation with the Sellers’ Representative (for the purposes of this clause 11.2.1(b), a notification will not be regarded as voluntary if it is the submission of a Tax return or is undertaken pursuant to a legally binding obligation entered into by a Target Group Company on or before Completion or imposed on a Target Group Company by any legislation (including applicable GAAP) whether coming into force before, on or after Completion, or if carried out at the written request of Sellers);
- (c) for the duration of the Third Party Indemnity Claim, provide the Sellers’ Representative with such information relating to the Third Party Indemnity Claim as they may reasonably request (including reasonable access to premises and personnel on reasonable notice);
- (d) take such reasonable action (including but not limited to making a claim under any relevant insurance policy held by the Target Group) as the Sellers’ Representative may reasonably request in order to avoid, defend, dispute, mitigate, appeal, settle, or compromise the Third Party Indemnity Claim, save that the Buyer or relevant member of the Enlarged Group may employ its own professional advisers,

provided, however, that any failure to comply with the terms of this clause 11.2.1 shall not affect the Sellers’ liability to the Buyer or any member of the Enlarged Group for any Specific Indemnity Claim under this Agreement save to the extent that any Loss is increased due to such failure to comply.

11.2.2 The obligations of the Buyer and other members of the Enlarged Group under clauses 11.2.1(b) to 11.2.1(d) (or under clause 11.2.1(d) only if clause 11.2.2(b) below shall apply) shall not apply to a Third Party Indemnity Claim if:

- (a) the Sellers’ Representative fails to give the Buyer written notice of its intention to exercise its rights under clause 11.2.1 within twenty (20) Business Days from the date on which the Buyer first notified him of the Third Party Indemnity Claim; or
- (b) in the reasonable opinion of the Buyer, their performance would require the Buyer or another member of the Enlarged Group to do or omit to do any act or thing which act or omission would be likely to be materially adversely prejudicial to: (i) its business, goodwill, standing or reputation (and an increase or expected increase in any insurance premiums shall not be regarded as such), or its relationship with: (ii) any customer or supplier who is party to a Material Contract, or (iii) any Authority; or
- (c) GD and PF do not indemnify the Buyer for any liability under clause 11.1.1 or third party costs reasonably and properly incurred by the Buyer or a Target Group

Company in taking any action requested by the Sellers Representative under this clause 11.2.2.

11.3 Adjustment of Price

Any sum payable to the Buyer in respect of any Specific Indemnity Claim shall be treated as a reduction in the Price by an equal amount.

11.4 Specific Limitation

GD and PF shall have no liability in respect of a Specific Indemnity Claim unless the Buyer shall have given notice in writing to the Sellers' Representative of such Specific Indemnity Claim not later than the date which is two (2) years after the date of this Agreement, such notice specifying (in reasonable detail in so far as is known to the Buyer) the matter which gives rise to the Specific Indemnity Claim and the estimated amount claimed in respect thereof.

11.5 UK Option Deduction

- 11.5.1 In this clause 11.5 “**UK Option Deduction**” means any saving of UK corporation tax payable by any Target Group Company that is actually received or utilised by the Target Group as a result of a deduction that can be claimed in relation to the difference between the exercise price of IM's Option and the market value of the Target Shares held by IM pursuant to the IM Option on the date of this Agreement.
- 11.5.2 The Buyer undertakes to use its reasonable endeavours to obtain and utilize the UK Option Deduction. In the event that GD and PF are liable to the Buyer as a result of a Specific Indemnity Claim and/or the operation of clause 11.2.1, where the UK Option Deduction has been obtained, the Buyer shall set off the value of the UK Option Deduction against the aggregate liability of GD and PF such that the amount owing to the Buyer from GD and PF shall be reduced by the value of the UK Option Deduction. To the extent that GD and PF have paid any amount to the Buyer in satisfaction of any Specific Indemnity Claim and/or from the operation of clause 11.2.1 and the Buyer subsequently obtains the UK Option Deduction, the Buyer shall promptly reimburse PF and GD the lower of: (i) the aggregate amount received from PF and GD in respect of such Specific Indemnity Claim and/or from the operation of clause 11.2.1; and (ii) the value of the UK Option Deduction. To the extent that the UK Option Deduction is successfully challenged by HMRC any prior set off under this clause 11.5.2 shall be rescinded and PF and GD shall remain liable in accordance with the provisions of clause 11.1 and 11.2.
- 11.5.3 For the avoidance of doubt, the UK Option Deduction is for the benefit of the Buyer and, subject to any set off in accordance with clause 11.5.2 above, shall, to the extent actually received or utilised, shall be retained by the Buyer.
- 11.5.4 For the avoidance of doubt the provisions of this Clause 11 shall prevail over the provisions of clause 7.2 of Schedule 7.

12. TAX GROSS-UP

If any payment in satisfaction of a Warranty Claim or Specific Indemnity Claim under this Agreement is liable to Tax in the hands of the Buyer as recipient of such payment, then the

payment shall be increased by such additional amount as necessary to ensure that the Buyer receives a net sum equal to the sum it would have received had the payment not been liable to Tax.

13. LIMITATIONS ON LIABILITY

13.1 Maximum Seller Liability

13.1.1 The total aggregate liability of the Sellers in respect of all and any Warranty Claims and Tax Indemnity Claims (other than any Fundamental Warranty Claim) is limited to £1.00 in aggregate. The individual liability of each Seller for any such claims shall be borne by them pro rata to their Relevant Proportion.

13.1.2 The total aggregate liability of each Seller in respect of all and any Fundamental Warranty Claims made against that Seller is limited to the amount of the Price actually received by that Seller.

13.2 Warranty Claim Thresholds

13.2.1 The Sellers shall have no liability in respect of a Warranty Claim unless:

- (a) the liability under this Agreement in respect of that Warranty Claim (when aggregated with the liabilities in respect of all other Warranty Claims concerning the same or substantially similar subject matter) exceeds £24,000 (or nil in respect of a Warranty Claim in respect of any breach of any of the Fundamental Warranties or the Tax Warranties), in which case the Buyer shall be entitled to claim the whole of such sum and not merely the excess; and
- (b) the aggregate liability under this Agreement of all Warranty Claims (excluding any for which liability is excluded by clause 13.2.1(a)) exceeds £240,000 (or nil in respect of a Warranty Claim in respect of any breach of any of the Fundamental Warranties or the Tax Warranties), in which case the Buyer shall be entitled to claim the whole of such sum and not merely the excess.

13.3 Time limits

13.3.1 The Sellers shall have no liability in respect of a Warranty Claim or Tax Claim unless the Buyer shall have given notice in writing to the Sellers' Representative of such Warranty Claim or Tax Claim specifying (in reasonable detail in so far as is known to the Buyer) the matter which gives rise to the claim, the nature of the claim and the estimated amount claimed in respect thereof:

- (a) in the case of any Warranty Claim other than a Fundamental Warranty Claim or Tax Claim under the Tax Warranties, not later than the date that is eighteen months following the date of this Agreement;
- (b) in the case of any Fundamental Warranty Claim, not later than the date which is four (4) years after the date of this Agreement; and
- (c) in the case of any Tax Claim, not later than the date six (6) years after the date of this Agreement.

13.3.2 A notice required by clause 13.3.1 above shall be given by the Buyer as soon as reasonably practicable after becoming aware of the grounds of the Warranty Claim or Tax Claim.

13.3.3 Save as may be expressly agreed in writing to the contrary on a case-by-case basis by the Buyer and the Sellers' Representative, all liability in respect of a Warranty Claim (but not including a Tax Claim) notified to the Sellers' Representative in accordance with clause 13.3.1 shall (if such Warranty Claim has not previously been satisfied, settled or withdrawn) be extinguished on the expiry of nine months from the date of such notification of the Warranty Claim unless the Buyer shall within such period have issued and validly served legal proceedings in respect of such Warranty Claim.

13.4 Changes of Law

The Sellers shall have no liability in respect of any Warranty Claim to the extent that it arises or is increased as a result of any change in Law (or change in the interpretation of Law) or in administrative practice of any Authority occurring after the date of this Agreement (whether or not the change purports to be effective retrospectively in whole or in part).

13.5 Accounting bases etc.

13.5.1 The Sellers shall not be liable in respect of any Warranty Claim (or such liability will be reduced) to the extent that it arises as a result of:

- (a) any change after Completion in the accounting reference date of any Target Group Company;
- (b) any change after Completion in the accounting bases, policies, practices or methods applied in preparing any accounts or valuing any assets or liabilities of any Target Group Company from those used in preparing the Audited Accounts;
- (c) the Warranty Claim arises or is increased as a result of, or is otherwise attributable to, a change in the rates of Tax following Completion.

13.6 Acts of Buyer

The Sellers shall not be liable in respect of a Warranty Claim (or such liability will be reduced) to the extent such liability is attributable to:

- (a) any voluntary act, omission or transaction carried out on or after Completion by or at the express written request of or with the express written consent of the Buyer or any of its Affiliates (including any Target Group Company) other than any such act, omission or transaction carried out in the ordinary and proper course of business; or
- (b) anything expressly provided to be done or omitted to be done pursuant to this Agreement or any other Transaction Document.

13.7 Subsequent recovery

13.7.1 If the Buyer recovers an amount from the Sellers in respect of any Warranty Claim and the Buyer or any Target Group Company subsequently recovers or receives from any other person or third party (including under any policy of insurance) any amount in respect of the matter giving rise to the Warranty Claim, the Buyer shall thereupon re-pay to the Sellers at the

direction of the Sellers' Representative the value of the amount so recovered or received (except to any extent that the liability of the Sellers in respect of the Warranty Claim was previously reduced to take account of such amount, and excluding, for the avoidance of doubt, any interest or similar charge on such amount). Any amount so re-paid to the Sellers shall be apportioned between them pro-rata as to their respective contributions to the original payment made to the Buyer in respect of the Warranty Claim.

13.7.2 If clause 13.7.1 applies, the Buyer shall and shall procure that each member of the Enlarged Group shall:

- (a) promptly notify the Sellers' Representative in writing of such subsequent recovery right;
- (b) provide the Sellers' Representative with reasonable details of the amount recovered with copies of all correspondence and documents in relation to the subsequent recovery.

13.8 W&I Insurance

13.8.1 Notwithstanding clause 13.7, if the Buyer or any member of the Enlarged Group becomes aware of any matter which would or might give rise to a Warranty Claim or a Tax Claim, then the Buyer shall:

- (a) notify the insurer in respect of the W&I Policy in accordance with the terms of the W&I Policy;
- (b) provide written notice to the Sellers' Representative as soon as reasonably practicable that a notification referred to in clause 13.8.1(a) has been given; and
- (c) take all steps reasonably required to pursue or procure the pursuit of recovery of such Warranty Claim under the W&I Policy until such time as it has become apparent to the Buyer (acting reasonably) that recovery cannot be made under the W&I Policy in respect of such Warranty Claim.

13.8.2 The Sellers shall not be required to make any payment in respect of any Warranty Claim or a Tax Claim during any period when the Buyer has a right of recovery under the W&I Policy unless and until the Buyer has complied with its obligations under clause 13.8.1.

13.8.3 The Sellers shall not be liable in respect of any Warranty Claim or a Tax Claim to the extent that the loss or damage giving rise to such Warranty Claim has been recovered by the Buyer or any member of the Enlarged Group under the W&I Policy.

13.9 Provisions

The Sellers shall have no liability in respect of any Warranty Claim to the extent that it relates to any matter which is specifically provided for the Audited Accounts, the Management Accounts or the Locked Box Accounts.

13.10 Conduct of Third Party Warranty Claims

13.10.1 Subject to any obligations that the Buyer may have under the W&I Policy, if the Buyer or any member of the Enlarged Group becomes aware of a claim by a third party against a Target

Group Company which is reasonably likely to lead to a Warranty Claim or a Tax Claim (a “**Third Party Claim**”), the Buyer shall and shall procure that each member of the Enlarged Group shall:

- (a) as soon as reasonably practicable, give the Sellers’ Representative written notice of the Third Party Claim;
 - (b) provide the Sellers’ Representative such information relating to the Third Party Claim as they may reasonably request including reasonable access to premises and personnel on reasonable notice (subject to legal professional privilege and any obligations of confidence that are binding on the Enlarged Group); and
- 13.10.2 use all reasonable endeavours to consult with the Sellers’ Representative regarding the conduct of the Third Party Claim and have reasonable regard for any reasonable representations made by the Sellers’ Representative as to the conduct of the Third Party Claim.
- 13.10.3 Subject to clause 13.10.5, the Buyer shall not (and shall procure that no member of the Enlarged Group shall) agree any compromise or settlement, or make any payment in relation to, a Third Party Claim without the prior written consent of the Sellers’ Representative, such consent not to be unreasonably withheld or delayed, provided that nothing in this clause shall prevent the Buyer from agreeing (or permitting to be agreed) any compromise or settlement, or from making (or permitting to be made) any payment in respect of a Third Party Claim if the Buyer considers (acting reasonably) that a failure to do so would be materially prejudicial to its interests (or the interests of the Enlarged Group), or would otherwise materially damage the goodwill of the Enlarged Group’s business.
- 13.10.4 Clause 13.10.3 shall not apply in relation to a Third Party Claim if and to the extent that it would render any policy of insurance maintained by or available to the Enlarged Group, including the W&I Policy, void or voidable, or entitle the relevant insurer to repudiate or rescind any such policy in whole or in part, or in the event that a relevant insurer exercises its right to take over conduct of the Third Party Claim.
- 13.10.5 Any failure by the Buyer to comply with its obligations in clause 13.10.1 or 13.10.3 shall not prevent any claim by the Buyer, or extinguish or reduce the Sellers’ liability in respect of any Warranty Claim.

13.11 Contingent and non-quantifiable liabilities

The Sellers shall not be liable in respect of any Warranty Claim to the extent that it relates to a liability which is contingent or not capable of being quantified unless and until the liability ceases to be contingent or becomes capable of being quantified, as the case may be, save that, where notice of such a Warranty Claim has been given to the Sellers’ Representative in accordance with clause 13.3.1, then the applicable time period for the commencement of legal proceedings in respect of such Warranty Claim under clause 13.3.3 shall be postponed so as to thereafter commence on the date on which such Warranty Claim first ceases to be so contingent and is reasonably capable of being quantified.

13.12 Buyer’s knowledge in relation to Warranty Claims

13.12.1 The Sellers shall not be liable in respect of any Warranty Claim to the extent that the Buyer knew at the date of this Agreement (with sufficient detail so as to be reasonably able to identify the nature and scope of the relevant matters) of the matters giving rise to the Warranty Claim.

13.12.2 For the purposes of clause 13.12.1 the Buyer shall have knowledge of those matters and facts as were actually known by (1) Miroslav Reljanovic; or (2) Richard Barfield; or (3) Sanja Juric; or (4) Joanne Bletcher on the date of this Agreement.

13.13 Mitigation

The Buyer acknowledges that nothing in this Agreement affects its common law duty to mitigate any Losses suffered by it in connection with any breach of the Warranties.

13.14 No duplication of recovery

The Buyer shall not be entitled to recover damages or otherwise obtain reimbursement or restitution more than once in respect of the same Loss.

13.15 Disapplication of limitations

The provisions of clauses 13.1 to 13.14 shall not apply so as to limit the liability of any Seller in respect of any fraud or wilful misconduct, by him or her (or any of his or her Associates) or any remedy available to the Buyer against such person(s) in respect thereof.

13.16 Limitations Generally

For the avoidance of doubt, the provisions set out in clause 13.1 shall take precedence to clauses 13.2 to 13.14.

14. SELLERS' REPRESENTATIVE

14.1 Appointment

14.1.1 Each Seller hereby appoints PF to act as the “**Sellers' Representative**” (which expression shall include any successor thereto appointed by written notice signed by each Seller) as his or her agent and attorney with all power and authority on his or her behalf, and in his or her name, to take any action, execute any document(s) and do such further acts on behalf of the Seller, in each case as may be required, permitted or, in the discretion of the Sellers' Representative, desirable or expedient in relation to the rights, interests, liabilities and obligations of the Seller under the Transaction Documents and the transactions and matters provided for therein (the “**Transaction Matters**”) including with power and authority:

- (a) to receive and give notices, make elections and give consents in respect of any Transaction Matter;
- (b) to approve and execute any document on behalf of such Seller;
- (c) to defend, negotiate, compromise, settle and release on behalf of such Seller any rights and claims (including legal proceedings) which the Buyer may threaten or pursue in respect of any breach of, or right under, this Agreement or any other Transaction Document; and

- (d) to enforce, negotiate, compromise, settle and release on behalf of such Seller any rights and claims (including legal proceedings) which he/she may have, threaten or pursue against the Buyer (or any other person) in respect of any breach of, or right under, this Agreement or any other Transaction Document.

14.1.2 For the avoidance of doubt, the Buyer shall have no duty or be obliged to enquire or see that the Sellers' Representative has obtained any consent, or undertaken any consultation, required under clause 14.2 and any action of the Sellers' Representative within the powers and authorities conferred under clause 14.1.1 shall be binding on the relevant Seller(s) notwithstanding (and without prejudice to any liability of the Sellers' Representative in respect of) any breach by the Sellers' Representative of clause 14.2.

14.2 Good faith obligation

The Sellers' Representative shall act in good faith in accordance with what the Sellers' Representative reasonably believes to be in the best interests of the Sellers (generally and not individually) when exercising any power or authority conferred on him or her pursuant to clause 14.1.1.

15. CONFIDENTIAL INFORMATION

15.1 Non-disclosure of Confidential Information

Each Seller (each a "**Receiving Party**") severally agrees and undertakes to (and to procure that his or her Associates (such person and his or her Associates being a "**Receiving Group**") shall) keep confidential and not disclose to any third party, nor use other than for the bona fide implementation, pursuance and/or enforcement of this Agreement and other Transaction Documents and the undertaking of such other ancillary matters which are reasonably or necessarily undertaken in connection therewith, any Confidential Information.

15.2 Exceptions

15.2.1 Clause 15.1 shall not apply if and to the extent that:

- (a) such Confidential Information is disclosed by a Seller on a confidential basis to its professional advisers in connection with their provision of professional services;
- (b) disclosure of such Confidential Information to an Authority is required by a Seller in connection with an application for a Tax clearance, grant or other concession;
- (c) disclosure is necessary for a Seller to enforce its rights under, or otherwise afford it the full benefit of, any of the Transaction Documents;
- (d) such Confidential Information is in the public domain (other than by reason of a breach of any obligation of confidentiality applicable to the relevant Receiving Group);
- (e) such Confidential Information is disclosed to the relevant Receiving Group on a non-confidential basis by person(s) (other than any member of the Enlarged Group (or any person acting on behalf thereof)) in circumstances where the relevant

Receiving Group reasonably believed that such disclosure was lawfully made without breach of any obligation of confidentiality by such person(s);

- (f) the Buyer has consented in writing to such disclosure and/or use of such Confidential Information or has otherwise confirmed in writing that such Confidential Information is not confidential; or
- (g) such disclosure or use is required by Law, the rules of any investment exchange to which the relevant Receiving Party's Group is subject, or by any competent Authority having jurisdiction over the relevant Receiving Group.

- 15.2.2 If disclosure or use is to be made pursuant to clause 15.2.1(g) then, if permitted by Law, the relevant Receiving Party shall consult with the Buyer reasonably in advance of such disclosure or use so as to permit the Enlarged Group reasonable opportunity to review and comment on such disclosure or intended use and, if so desired by the Buyer, for the Enlarged Group to take any reasonable action to prevent or restrict such disclosure or use.

15.3 Return of Confidential Information

Each Receiving Party shall, upon written request of the Buyer, procure that all Confidential Information held by his or her Receiving Group shall, to the extent within the possession or control of such Receiving Group, be promptly returned to the Enlarged Group (or, if so authorised by a member of the Enlarged Group, destroyed or deleted) provided that:

- (a) in respect of physical embodiments of information, the Receiving Party shall be entitled to retain one copy of each such item of Confidential Information for non-commercial archiving purposes only; and
- (b) in respect of any information stored electronically or in other non-physical media, it shall be sufficient for the Receiving Party to procure that access to such information is restricted to non-commercial archiving purposes only.

15.4 Obligations survive termination

The obligations of each Receiving Party contained in this clause 15 shall survive Completion and shall continue without time limit.

15.5 Injunctive relief

Each Party acknowledges that monetary damages alone may not be a sufficient remedy for any actual or threatened breach of this clause 15, that injunctive and specific performance or any other equitable relief may be available to the non-defaulting Party in respect of any such breach. Such remedies shall be in addition to, and not in lieu or limitation of, any other remedy available to the non-defaulting Party under this Agreement or otherwise at Law or in equity.

16. ANNOUNCEMENTS

16.1 Public announcements

Subject to clause 16.2, no Party shall (and each such Party shall procure that none of its Affiliates shall) make any public announcement (including any communication to the public

whether by press release or otherwise) concerning the existence, provisions, subject matter, and/or performance of, this Agreement without the prior written consent of (i) in the case of the Sellers, the Buyer; and (ii) in the case of the Buyer, the Sellers' Representative.

16.2 Exceptions

- 16.2.1 Clause 16.1 shall not apply if and to the extent that information set out in such announcement is already in the public domain (other than by reason of a breach of any obligation of non-disclosure applicable to the Party's Group making such announcement) or is in the Agreed Form announcement of the transaction contemplated by this Agreement.
- 16.2.2 If the Buyer is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) the Buyer shall take such steps as may be reasonable in the circumstances to attempt to agree the contents of such announcement with the Sellers' Representative prior to making such announcement.

16.3 Injunctive or equitable relief

Each Party acknowledges that monetary damages alone may not be a sufficient remedy for any actual or threatened breach of this clause 16, that injunctive and specific performance or any other equitable relief may be available to the non-defaulting Party in respect of any such breach. Such remedies shall be in addition to, and not in lieu or limitation of, any other remedy available to the non-defaulting Party under this Agreement or otherwise at Law or in equity.

17. NOTICES

17.1 Method of service

A notice given under this Agreement by any Party to the other Party shall be in writing (which shall include e-mail), signed in manuscript by or on behalf of the Party giving it (which includes a scanned manuscript signature or, in the case of e-mail, that the message was sent from an e-mail address of the Party giving it (and which sender's e-mail address is one to which notices may also be validly delivered to that Party under this clause 17.1)), in the English language and may be either:

- (a) delivered personally by hand; or
- (b) if sent from within the same jurisdiction in which the recipient's address is located, then sent by first class pre-paid post or courier (or, if sent from outside the jurisdiction in which the recipient's address is located, then sent by international courier); or
- (c) sent by email,

in each case addressed as follows:

For the Buyer:

Address: 1 Occam Court, Surrey Research Park, Guildford, England, GU2 7HJ

For the attention of: The Company Secretary

with copy to:

Address: Covington & Burling LLP, 22 Bishopsgate, London EC2N 4BQ,
United Kingdom

E-mail address: [REDACTED]

For the attention of: [REDACTED]

For a Seller:

To such Seller at the address set opposite such Seller's name in Schedule 1, with copy to the
Sellers' Representative, and

with copy to:

Address: Moorcrofts LLP, Thames House, Mere Park, Dedmere Road, Marlow,
Buckinghamshire, SL7 1PB

E-mail address: [REDACTED]

For the attention of: [REDACTED]

For the Sellers' Representative:

Address: [REDACTED]

E-mail address: [REDACTED]

For the attention of: [REDACTED]

17.2 Deemed service

Without prejudice to any earlier time at which a notice may be actually given and received, a
properly addressed notice will in any event:

- (a) if personally delivered, be deemed to have been given and received upon delivery
at the relevant address;
- (b) if posted to an address in the same jurisdiction as that from which it was sent by first
class pre-paid post or courier (which courier advises of delivery within two Business
Days), be deemed to have been given and received two Business Days after the date
of posting;
- (c) if sent to an address in a different jurisdiction as that from which it was sent by
international courier (which courier advises of delivery within seven Business
Days), be deemed to have been given and received on the seventh Business Day
after the date of posting; and
- (d) if sent by e-mail and no delivery failure is reported to or by the sender's e-mail
server, be deemed to have been given and received on the date such e-mail was sent.

17.3 Proof of service

In proving service, it shall be sufficient to prove that:

- (a) the envelope containing the notice was addressed to the address of the relevant Party as set out in clause 17.1 (or as otherwise notified by that Party pursuant to clause 17.5) and delivered either to that address or into the custody of the postal authorities as first class pre-paid post or custody of the courier, or international courier firm; or
- (b) that the e-mail was correctly addressed and that no delivery failure was reported to or by the sender's e-mail server.

17.4 Receipt outside business hours

If receipt or deemed receipt of a notice occurs before 9.30 a.m. in the country of receipt on a Business Day, the notice shall be deemed to have been received at 9.30 a.m. (in the country of receipt) on that day. If deemed receipt occurs after 5.30 p.m. (in the country of receipt) on a Business Day or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.30 a.m. (in the country of receipt) on the next Business Day.

17.5 Change of address

Any Party to this Agreement may give at least five Business Days' notice to the other Party to change its address or other details specified in clause 17.1.

17.6 Service of proceedings and day-to-day communications

This clause does not apply to the service of any documents relating to any Proceedings or where applicable, any arbitration or other method of dispute resolution, nor any day-to-day communications between the Parties.

18. MISCELLANEOUS

18.1 Binding nature of this Agreement

Each Party warrants and undertakes to each other Party that this Agreement, and each other Transaction Document to which it is a party, has been duly executed by it and comprises a valid and legally binding obligation enforceable against it in accordance with the terms of this Agreement.

18.2 Further assurance

Each Party shall (at the requesting Party's expense) execute and deliver all such documents and do all such things as may be reasonably required from time to time to give full effect to the provisions of this Agreement in so far as the same are to be performed by such Party.

18.3 Costs and other payments

Save as expressly provided in this Agreement to the contrary, each Party shall be responsible for his or her own costs incurred in connection with the negotiation, preparation, execution and implementation by him or her of this Agreement and of all Transaction Documents,

provided that this clause 18.3 shall not prejudice the right of any Party to seek to recover its costs in any litigation or dispute resolution procedure which may arise out of this Agreement.

18.4 Assignment and other dealings

- 18.4.1 Other than with the written consent of the Buyer and the Sellers' Representative and except as provided in clauses 18.4.2 and 18.4.3, no Party may assign or otherwise transfer any of its rights or obligations under this Agreement.
- 18.4.2 The Buyer shall be entitled to assign and transfer any or all of its rights and obligations under this Agreement to any of its Affiliates provided that on or before an assignee ceasing to be an Affiliate of the Buyer the assignee shall assign all assigned rights back to the Buyer or any of the Buyer's then Affiliates.
- 18.4.3 The Buyer may grant security over, or assign by way of security, any or all of its rights under this Agreement and/or any other Transaction Document for the purposes of, or in connection with, any bank and/or financial institution lending money or making banking facilities available to the Buyer as at the Completion Date.
- 18.4.4 The Sellers' liability to an assignee under this Agreement shall be no greater than the liability it would have had to the Buyer.
- 18.4.5 This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and their permitted assignees. Subject to, and upon any succession or assignment permitted by this Agreement, any successor or permitted assignee shall, in its own right, be able to enforce any term of this Agreement in accordance with its terms as if it were a Party but until such time, any such successor or permitted assignee shall have no rights, whether as a third party, or otherwise.

18.5 Entire agreement

- 18.5.1 This Agreement (together with the documents in the Agreed Form) (the "**Transaction Documents**") constitutes the whole agreement and understanding between the Parties relating to the subject matter of the Transaction Documents and supersede and extinguish any previous agreement or arrangement between the Parties relating to the subject matter thereof and excludes any representation, warranty, promise, assurance or other undertaking implied by Law, custom or course of dealing.
- 18.5.2 Each Party acknowledges and agrees that:
 - (a) he or she has not relied on, or been induced to enter into, this Agreement by any representation (including any misrepresentation), warranty, statement, assurance, promise or undertaking of any kind except as expressly included in the Transaction Documents; and
 - (b) no Party shall be entitled to claim damages and/or terminate or rescind this Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to him or her by any person (whether a Party or not) at any time and upon which he or she has relied before entering into this Agreement.

- 18.5.3 Nothing in this clause 18.5 shall limit or exclude any liability or remedy for fraud or wilful misconduct.

18.6 Variation

This Agreement may be varied by agreement in writing signed by the Buyer and the Sellers' Representative (acting within the powers and authorities conferred on it/him/her pursuant to clause 14).

18.7 Severance

- 18.7.1 If any provision of this Agreement (or part of a provision) is held by any court of competent jurisdiction to be invalid, unenforceable or illegal, such provision (or part) shall to that extent be deemed not to form part of this Agreement and the other provisions of this Agreement shall remain in force.
- 18.7.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the Parties.

18.8 Counterparts

This Agreement may be entered into in any number of counterparts, and by the parties on separate counterparts, all of which when duly executed may be delivered by email in a pdf (or other readable electronic format) and when delivered will together constitute one and the same agreement.

18.9 Language of the Agreement

The language of this Agreement is English and all documents, notices, waivers and all other written communications or otherwise between the Parties in connection with this Agreement shall be in English.

18.10 No agency, joint venture or partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute an association, joint venture or partnership between the Parties and no Party shall be, or be construed to be, under the terms of this Agreement the agent of the any other Party for any purpose or to have any authority to bind or incur any liability on behalf of any other Party, save as expressly provided in this Agreement (including under clause 14).

18.11 Waiver

- 18.11.1 No failure to exercise, nor any delay in exercising, any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise of such right, power or privilege or remedy, or operate as a waiver of such right, power or privilege or remedy in whole or in part.
- 18.11.2 The waiver by any Party of any of its rights or remedies arising under this Agreement or by Law shall not constitute a continuation of that or any other right or remedy.

- 18.11.3 No single or partial exercise of any right, power, privilege or remedy under this Agreement shall preclude or restrict the further exercise of that or any other right, power, privilege or remedy.

18.12 Liability

Save as expressly provided to the contrary in this Agreement, all obligations contained in this Agreement and made by the Parties are given or made by each Party severally in relation to itself/herself/ himself only and each Party shall only be liable for any loss or damage arising from its/his/her own breach of such obligations.

18.13 Rights and remedies are cumulative

Save as expressly provided in this Agreement where any rights and remedies are limited, the rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by Law or otherwise.

18.14 Obligations to remain in force notwithstanding Completion

Except to the extent that they have been fully performed and discharged and except where this Agreement expressly provides otherwise, all provisions of this Agreement (including all Warranties and the Specific Indemnities) remain in full force and effect notwithstanding Completion and shall not be extinguished or affected by Completion.

18.15 Third party rights

- 18.15.1 Except as provided to the contrary in this Agreement (including under clauses 18.4.4 and 18.15.2), a person who is not a party to this Agreement shall not have any rights under the CRTPA 1999 to enforce any term of this Agreement.
- 18.15.2 The provisions of clauses 7.3 and 15 are made for the benefit of the Buyer and the Target Group and, accordingly, each Target Group Company may, with the written consent of the Buyer, in its own right enforce those provisions (subject to the further terms of this Agreement) in accordance with the provisions of the CRTPA 1999, provided that this Agreement may be amended, varied, suspended, terminated or rescinded without the consent of any members of the Target Group which is not otherwise a Party.

18.16 Withholding

Any payment made under this Agreement by the Buyer to the Sellers shall be made free of any right of counterclaim or set-off and without deduction or withholding of any kind, other than any deduction or withholding required by law. The Buyer shall be entitled to deduct or withhold from the payment any Tax that it is required by applicable law to deduct or withhold.

19. GOVERNING LAW AND JURISDICTION

19.1 English law

This Agreement and all matters arising from it (including any Dispute) shall be governed by, and construed in accordance with, the Laws of England and Wales.

19.2 Jurisdiction

Each Party irrevocably submits to the exclusive jurisdiction of the English courts in relation to any Dispute and waives any objection to proceedings in relation to any Dispute (**“Proceedings”**) in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum, provided that a judgment or order of the English courts may be enforced in any court of competent jurisdiction.

SCHEDULE 1

Sellers

Name	Address
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

C&B LLP**SCHEDULE 2****Part 1 - Target Shares and allocation of Price at Completion**

(1)	(2)				(3)	(4)
	(a)	(b)	(c)	(d)		
Seller	Ordinary Shares held at Completion	A Ordinary Shares held at Completion	B Ordinary Shares held at Completion	Total number of Shares (a+b+c)	Price payable on Completion	Relevant Proportion (%)
██████████	449,999	1	-	449,999 ordinary shares and 1 A ordinary share	£11,544,340.50 £11,544,340.30	45%
██████████	449,999	-	1	449,999 ordinary shares and 1 B ordinary share	£11,544,340.50 £11,544,340.30	45%
██████████	25,000	Nil	Nil	25,000	£641,352.25 £641,352.24	2.5%
██████████	75,000	Nil	Nil	75,000	£1,924,056.75 £1,924,056.71	7.5%
TOTAL	999,998	1	1	1,000,000	£25,654,090.00 £26,654,089.55	100%

Part 2 Options

(1)	(2)	(3)
Seller option holder	Total no. Target Shares under option	No. vested Target Shares under option
██████	25,000	25,000
████████	75,000	75,000
TOTAL	100,000	100,000

SCHEDULE 3**Part 1 - Target Group**

The Target	
Full legal name:	Adamas Consulting Group Limited
Jurisdiction of incorporation:	England & Wales
Number:	08299519
Registered office:	7 Wellington Business Park, Dukes Ride, Crowthorne, Berkshire, RG45 6LS
Directors:	Gary Dickinson Dr Patricia Fitzgerald Ian Arthur Campbell Montague
Secretary:	Nicola Jane McKelvie
Accounting reference date:	31 December
Issued capital at the date of this Agreement:	999,998 ordinary shares of £0.01 each 1 A ordinary share of £0.01 each 1 B ordinary share of £0.01 each
Relevant Securities immediately before Completion	See Part 2 of Schedule 2
Issued capital at Completion:	999,998 ordinary shares of £0.01 each 1 A ordinary share of £0.01 each 1 B ordinary share of £0.01 each
Relevant Securities outstanding at Completion:	None
Shareholders at Completion:	The Sellers, each holding the Target Shares set opposite its name in column 2(d) of Part 1 of Schedule 2 and together then comprising the entire issued share capital of the Target.

Part 2 - The Target's subsidiary undertakings

Adamas Consulting Limited	
Jurisdiction of incorporation:	England and Wales
Number:	03403717
Registered office:	7 Wellington Business Park, Dukes Ride, Crowthorne, Berkshire, RG45 6LS
Directors:	Gary Dickinson Dr Patricia Fitzgerald
Secretary:	Nicola Jane McKelvie
Accounting reference date:	31 December
Issued capital at Completion:	15,003 ordinary shares of £1 each
Relevant Securities outstanding at Completion:	Rent Deposit Deed registered in favour of Marchmont Atlas (1) Limited.
Shareholders at Completion:	All issued shares held by the Target

Adamas Consulting LLC	
Jurisdiction of incorporation:	North Carolina
Number:	40927547
Registered office:	3434 Edwards Mill Road, Suite 112-275, Raleigh, NC 27612
Manager:	The Target
Issued membership interest:	100%
Relevant Securities outstanding at Completion:	None

Members at Completion:	The Target is the sole member
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Adamas Clinical Quality Consulting Private Limited	
Jurisdiction of incorporation:	Mumbai, India
Number:	U85100MH2013PTC241703
Registered office:	Mezzanine Floor- B, White Hall Premises Co-Op.Soc.143, August Kranti Marg, Mumbai, Maharashtra - 400036Newbridge
Directors:	Shehnaz Kairas Vakharia Dr Patricia Fitzgerald
Secretary:	J.H. Ranade & Associates
Accounting reference date:	31 March
Issued capital at Completion:	10,000 ordinary shares
Relevant Securities outstanding at Completion:	None
Shareholders at Completion:	9,999 ordinary shares held by the Target 1 ordinary shares held by Shehnaz Kairas Vakharia as nominee for the Target

SCHEDULE 4**Sellers' Lawyers' Client Account**

Bank:	[REDACTED]
Address:	[REDACTED]
SWIFT:	[REDACTED]
IBAN:	[REDACTED]
Sort Code:	[REDACTED]
Account number:	[REDACTED]
Account name:	[REDACTED]
Reference:	[REDACTED]

SCHEDULE 5

Completion Obligations

1. OBLIGATIONS OF THE SELLERS

1.1 Sellers' collective obligations

The Sellers acting jointly shall procure that at Completion there be delivered to the Buyer:

- (a) copies of the minutes of board meetings of each Target Group Company that have been held giving effect to the following matters:
 - (i) approving the transactions contemplated by this Agreement;
 - (ii) approving and authorising the execution of such documents as are to be entered into by such Target Group Company in connection with the transactions contemplated by this Agreement;
 - (iii) the approval of the resignations of:
 - (1) [REDACTED] and [REDACTED] as directors of the Target and the UK Subsidiary;
 - (2) [REDACTED] as a director of the Indian Subsidiary; and
 - (3) [REDACTED] as company secretary of the Target and the UK Subsidiary,
 in each case with effect from Completion.
 - (iv) each of [REDACTED] and [REDACTED] being appointed as directors of the Target and the UK Subsidiary, and [REDACTED] being appointed as a director of the UK Subsidiary, in each case with effect at Completion;
 - (v) each of the following being appointed as officers of the US Subsidiary with effect from Completion:
 - (1) [REDACTED] (President);
 - (2) [REDACTED] (Secretary and Treasurer); and
 - (3) [REDACTED] (President);
 - (vi) each of [REDACTED] and [REDACTED] being appointed as directors of the Indian Subsidiary;
 - (vii) [REDACTED] being appointed as company secretary of the Target and the UK Subsidiary with effect from Completion;
 - (viii) resolving to update the registered office address of the Target and the UK Subsidiary to 1 Occam Court, Occam Road, Surrey Research Park, Guildford, GU2 7HJ; and
 - (ix) resolving that [REDACTED] and [REDACTED] are removed as signatories from all existing bank mandates of each relevant Target Group Company.

- (b) a copy of the minutes of a board meeting of the Target giving effect to the following matters (in addition to those matters referred to in paragraph (a) above) approval of the transfer of the Shares at Completion to the Buyer and (subject only to due stamping) the registration of the Buyer in the Target's register of members as the holder of the Shares;
- (c) each power of attorney (each in an Agreed Form) under which this Agreement (and/or any document entered into in connection with the transactions contemplated by this Agreement) has been entered into by any Seller or Target Group Company;
- (d) a notice of resignation from each Target Group Director duly executed by the relevant officers;
- (e) a letter (in an Agreed Form) from each of [REDACTED] and [REDACTED] confirming that such Seller has ceased to be a registrable person (within the meaning of section 790C CA 2006) in relation to the Target;
- (f) all the statutory and other books (properly written up to the time immediately prior to Completion) of each member of the Target Group (including all certificates of incorporation, articles of association and other constitutional documents, register of members, and common seal(s));
- (g) in relation to the CBIL Loan:
 - (i) evidence (reasonably satisfactory to the Buyer) of the repayment of all amounts owing by the Target Group thereunder;
 - (ii) a discharge and release (in an Agreed Form) of all charges in connection with such CBIL Loan, duly executed by HSBC Bank UK PLC, and a Form MR04 (or equivalent electronic filing of such Form MR04), duly signed and completed in respect of the same; and
- (h) evidence (in the form of a screenshot of a bank remittance) demonstrating the repayment of all amounts owing by the UK Subsidiary, [REDACTED] and [REDACTED] pursuant to the Alchemy Scheme Settlement Agreement
- (i) a signed but undated copy of the Form SH-4 which is required to transfer the 1 ordinary share held by [REDACTED] in the Indian Subsidiary to Ergomed Clinical Research Private Limited (such document being in an Agreed Form) together with unsigned and undated copies all other documents legally required to perfect such transfer (being in the Agreed Form), which such documents the Buyer shall, and hereby is authorised to, procure the execution of and date on completion of the board meeting of the Indian Subsidiary which shall be convened and held by the current directors of the Indian Subsidiary as soon as reasonably practicable after Completion for taking on record and approving such share transfer;
- (j) certificates in respect of all issued shares in the capital of each of the subsidiary undertakings of the Target (or indemnities in respect of any lost share certificates in a form satisfactory to the Buyer);
- (k) the e-mail address, security code and authentication code used by the Target Group in making web-filings with the Registrar of Companies;

- (l) evidence in the Agreed Form that all debts and accounts between any Target Group Company and any Seller (other than the Director's Loan Accounts and the amounts owing to the UK Subsidiary from [REDACTED] in respect of his PAYE and social security liability for the period between 1 January 2021 and 31 August 2021) have been fully paid and settled; and
- (m) in relation to each Target Group Company:
 - (i) statements from each bank at which it has an account, giving the balance of each account at the close of business on the Business Day immediately prior to the date of this Agreement;
 - (ii) all cheque books in current use and written confirmation that no cheques have been written since the statements delivered above were prepared;
 - (iii) details of its cash book balances at the close of business on the Business Day immediately prior to the date of this Agreement;
 - (iv) reconciliation statements reconciling the cash book balances and the cheque books with the bank statements delivered above; and
 - (v) all bank cards, documents, passwords, encryption devices and other property of the Target Group concerning its bank accounts.

1.2 Obligations on each Seller

1.2.1 Each Seller shall:

- (a) procure that, if that Seller is an Optionholder, on or prior to Completion he has given notice to the Target (in an Agreed Form) exercising such Option in accordance with the terms of such Option;
- (b) deliver to the Buyer:
 - (i) in respect of the Target Shares set opposite such Seller's name in column 3(c) of Part 1 of Schedule 2:
 - (1) stock transfers (in Agreed Form) duly executed by the registered holder thereof in favour of the Buyer; and
 - (2) the share certificates issued by the Target (or, in respect of any missing share certificate, an indemnity in an Agreed Form duly executed by the registered holder);
 - (ii) such waivers or consents as the Buyer may require to enable the Buyer to be registered as holders of the Shares;
 - (iii) a copy of the employment agreement between
 - (1) the US Subsidiary and [REDACTED];
 - (2) the UK Subsidiary and [REDACTED];
 - (3) the Indian Subsidiary and [REDACTED];
 - (4) the Target and [REDACTED]; and

- (5) the US Subsidiary and [REDACTED],
duly executed by each of (as applicable) [REDACTED], [REDACTED], the Indian Subsidiary,
[REDACTED], [REDACTED] and [REDACTED];
- (iv) a copy of each option agreement between the Buyer and each of:
 - (1) [REDACTED];
 - (2) [REDACTED];
 - (3) [REDACTED];
 - (4) [REDACTED]; and
 - (5) [REDACTED],
duly executed by each of (as applicable) [REDACTED]
[REDACTED]
- (v) a copy of the Payment Direction Letter, duly signed by [REDACTED]
and the trustees of the EBT;
- (vi) in respect of [REDACTED] and [REDACTED] the original of the declaration of trust transferring
the beneficial interest in the Target Shares subject to the Options to [REDACTED]
and [REDACTED] and the original stock transfer forms transferring legal title in the
Target Shares subject to the Options to [REDACTED] and [REDACTED].

2. BUYER

2.1.1 The Buyer shall:

- (a) make the payments set out in clause 3.1.2; and
- (b) deliver or procure to be delivered to the Sellers' Representative:
 - (i) written confirmation from the insurer in respect of the W&I Policy that
such policy has been put on risk; and
 - (ii) a copy of the W&I Policy;
 - (iii) a copy of the minutes of a meeting of its board of directors in the Agreed
Form authorising its execution of any Transaction Document to which it
is a party, and appointing the relevant signatory or signatories to sign such
Transaction Document on its behalf;
 - (iv) a copy duly executed by the relevant Target Group Company of each
employment agreement between the relevant Target Group Company and:
 - (1) [REDACTED];
 - (2) [REDACTED];
 - (3) [REDACTED];
 - (4) [REDACTED]; and

- (5) [REDACTED];
- (v) a copy duly executed by the Buyer of each option agreement between the Buyer and each of:
- (1) [REDACTED];
- (2) [REDACTED];
- (3) [REDACTED];
- (4) [REDACTED]; and
- (5) [REDACTED];
- (vi) copies of consents to act as additional directors in relation to any relevant Target Group Company, duly executed by [REDACTED], [REDACTED]
[REDACTED] and [REDACTED];

SCHEDULE 6

Warranties

Part A

Fundamental Warranties

1. SHARE CAPITAL

- 1.1 The Shares set opposite each Seller's name in column 3(c) of Part 1 of Schedule 2 together comprise the entire issued and to be issued share capital of the Target, were issued fully paid up as to their subscription price and no sum is outstanding from any Seller and owing to the Company in respect of any Share.
- 1.2 Save for the Shares, no Relevant Securities exist in respect of the Target (nor is there any agreement or arrangement for the creation, constitution, grant or issuance of any Relevant Securities in respect of the Target (other than the Shares)).

2. SOLVENCY

- 2.1 No order has been made and no resolution has been passed for the winding up of any Target Group Company or for a provisional liquidator or manager to be appointed in respect of any Target Group Company and no petition has been presented and no meeting has been convened for the purposes of the winding up of any Target Group Company.
- 2.2 No administrator has been appointed in relation to any Target Group Company, no documents have been filed with the court for the appointment of an administrator of any Target Group Company and no notice of an intention to appoint an administrator has been given by any Target Group Company or any of its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to IA 1986).
- 2.3 No receiver or manager (which expression shall include an administrative receiver) has been appointed in respect of any or all of any Target Group Company's assets, nor has any power of sale or power to appoint a receiver or manager under the terms of any mortgage, charge or other security in respect of all or any assets of any Target Group Company become exercisable.
- 2.4 No Target Group Company is insolvent or unable to pay its debts (within the meaning of section 123 IA 1986), nor has it stopped paying its debts as they fall due (otherwise than by reason of a bona fide dispute as to their amount or enforceability).
- 2.5 No distress, execution or other process has been levied on any asset of any Target Group Company by any of its creditors.
- 2.6 No voluntary arrangement under section 1 IA 1986 or scheme of arrangement under section 895 CA 2006 in respect of any Target Group Company or any other compromise or arrangement in respect of any Target Group Company's creditors generally, or any class of them, has been proposed or adopted.

- 2.7 No statutory demand has been served on any Target Group Company, which has not been paid in full or been withdrawn.
- 2.8 No unsatisfied judgment is outstanding against any Target Group Company.
- 2.9 No Target Group Company has suspended or ceased or threatened to suspend or cease to carry on all or a material part of its business.
- 2.10 No Target Group Company has been a party to any transaction at an undervalue (as defined in section 238 IA 1986), nor has it given or received any preference (as defined in section 239 IA 1986) in either case within the period of two years ending on the date of this Agreement, nor has any Target Group Company at any time been a party to any transaction defrauding creditors (as defined in section 423 IA 1986).
- 2.11 No event analogous to any of the foregoing has occurred in or outside England in respect of a Target Group Company.

Part B

Business Warranties

CORPORATE DOCUMENTS AND RECORDS

- 1.1 The particulars of each Target Group Company set out in Schedule 3 are true, complete and accurate.
- 1.2 Each Target Group Company is duly incorporated and validly existing as a limited liability company under CA 2006 or other equivalent legislation in a different jurisdiction.
- 1.3 The copy of the articles of association or equivalent constitutional documents of each Target Group Company contained in the Disclosure Bundle is true, complete and accurate in all respects.
- 1.4 All statutory books and registers of each Target Group Company have been properly kept, are written up to date and contain a true, complete and accurate record in all material respects of all matters which it is required by CA 2006 (or other equivalent legislation in a different jurisdiction) to record. No notice or allegation has been received that any such books or registers are incorrect or should be rectified.
- 1.5 All returns, particulars, resolutions and other documents that each Target Group Company is required by Law to file with, or deliver to, any Authority in any jurisdiction (including, in particular, the Registrar of Companies in England and Wales) have been correctly made up and duly filed or delivered (as the case may be).
- 1.6 In relation to its register of persons with significant control (to the extent it is required to keep the same), each Target Group Company has at all times complied with its duties under section 790D (Duty to investigate and obtain information) and section 790E (Duty to keep information up-to-date) of CA 2006.

- 1.7** No warning notice or restrictions notice has been issued under Schedule 1B (Enforcement of disclosure requirements) of CA 2006 in respect of any shares or voting rights in, or any right to appoint or remove any member of the board of directors of, any Target Group Company.
- 1.8** All dividends or distributions declared, made or paid by any Target Group Company have been declared, made and paid in full in accordance with its articles of association or equivalent documents, all applicable Laws and any agreements or arrangements (if any) made with any person regulating the payment of dividends and distributions.
- 1.9** So far as the Warrantors are aware, all certificates, deeds and other documents of title concerning any right, title or interest of any Target Group Company in any asset (other than real estate) are in the possession of the relevant Target Group Company to which they belong.
- 1.10** All accounts, books, ledgers, financial and other records of whatsoever kind of each Target Group Company:
- (a) have been at all times, properly and accurately prepared and maintained on a consistent basis and are up-to-date and contain true, complete and accurate records of all matters required by Law to be entered in them; and
 - (b) are in the possession, custody and control of the relevant Target Group Company to which they relate,
- and no notice has been received by any Target Group Company that any of the accounts, books, ledgers, financial and other such records are incorrect or should be rectified.
- 1.11** The Shares were validly issued in accordance with, and no transfer (or purported transfer) of any Shares has been made at any time in breach of, applicable Laws or the Target's articles of association.
- 1.12** The table in Part 2 of Schedule 2 sets out a complete and accurate list of every Option, indicating, for each Option, the number of options granted and the number of Target Shares granted under them. The Disclosure Bundle contains complete and accurate copies of all agreements entered into, and all schemes, rules and other arrangements established by, the Target relating to the Options. The terms of the Options provide, or provide a discretion for the Target to elect, that employer's national insurance contributions (if any) payable in connection with the exercise of the Option shall be paid by the holder of them (and, where the Target has such discretion, the Target has validly exercised such discretion to ensure that such employers' national insurance is so paid or so payable by the relevant Optionholder).

2. DELEGATION OF AUTHORITY

Save for the powers and authorities conferred on the directors, managers or officers of any Target Group Company under the articles of association or equivalent documents of the relevant Target Group Company, no power or authority (in so far as the same remains outstanding at Completion) has been delegated by the relevant Target Group Company to any person(s) under which such person(s) may enter into any contract, commitment or arrangement on behalf of the relevant Target Group Company (save for implicit authorities conferred on officers and employees of the relevant Target Group Company in the ordinary

course of business by reason of their role and function in the performance of the relevant Target Group Company's business).

3. INVESTMENTS, ASSOCIATIONS AND BRANCHES

- 3.1 The Target is the sole legal and beneficial owner of the whole allotted and issued share capital or membership interest, as applicable, of each Target Group Company free from all Encumbrances and any agreement, arrangement or obligation to create any Encumbrances in favour of any person.
- 3.2 The issued shares or membership interests, as applicable, of each Target Group Company are fully paid up or credited as fully paid up.
- 3.3 No Target Group Company:
- (a) is, and never has been since it has been a Target Group Company, the holder or beneficial owner of, or has agreed to acquire, any share or other capital of any other company or corporation (whether incorporated in the United Kingdom or elsewhere) other than a Target Group Company;
 - (b) is, never has been since it has been a Target Group Company, or has agreed to become, a member of any partnership, joint venture, consortium or other unincorporated association, body or undertaking with any other person(s) (other than recognised trade associations);
 - (c) save in respect of the US Subsidiary and Indian Subsidiary has, and has never had any, branch, agency or place of business nor permanent establishment (as that expression is defined in any relevant double taxation relief orders) outside the United Kingdom; and
 - (d) is, in relation to any company (other than a Target Group Company), limited liability partnership, Societas Europaea registered in the UK or a Scottish eligible partnership, a registrable relevant legal entity within the meaning of section 790C of CA 2006.

4. PURCHASE OF OWN SHARES, FINANCIAL ASSISTANCE AND CAPITALISATIONS

No Target Group Company has at any time:

- (a) purchased, redeemed or repaid any of its share capital or otherwise agreed to reduce any class of its issued share capital or carried out any transaction having the effect of a reduction of capital;
- (b) made or resolved, or agreed to make any issue of shares or other securities by way of capitalisation of profits or reserves; or
- (c) allotted or issued any securities that are convertible into shares.

5. COMPLIANCE WITH LAWS

5.1 Each Target Group Company has at all times conducted its business and affairs (in all material respects) in accordance with all applicable Laws of the United Kingdom or any other foreign jurisdiction to which it is subject.

5.2 There is no order, decree or judgment of any Authority outstanding or, so far as the Sellers are aware, pending against any Target Group Company (or any person for whose acts any Target Group Company is vicariously liable).

6. LIABILITIES

6.1 No Target Group Company has incurred any liabilities or obligations of any nature that remain outstanding (whether known or unknown, absolute or contingent, liquidated, due, accrued or not, or otherwise), except for such liabilities and obligations:

- (a) to the extent specifically disclosed, provided, accrued for or adequately reserved on the most recent balance sheet of the Management Accounts;
- (b) that are immaterial and are incurred in the ordinary course of business of any Target Group Company consistent with past practice, since the date of the Management Accounts (none of which is a liability for breach of contract, breach of warranty, tort, infringement, violation of Law, misappropriation, or that relates to any cause of action, claim or lawsuit); or
- (c) set forth under the terms of the Material Contracts contained in the Data Room (but in any case excluding liabilities or obligations due to any breaches or non-performance under the Material Contracts).

6.2 There is no claim outstanding or threatened against the Target Group in respect of any material Customer Liability, and, so far as the Sellers are aware, there is no circumstance which is likely to give rise to any such claim.

6.3 During the three (3) years preceding the date of this Agreement, the Target has not had a material Customer Liability.

7. LITIGATION

7.1 No Target Group Company has, nor, so far as the Sellers are aware, any person for whose acts or defaults any Target Group Company may be vicariously liable has been, engaged in, or the subject of, any litigation or arbitration or administrative or criminal proceeding (whether as claimant, defendant or otherwise) or any investigation or enquiry by any Authority.

7.2 No litigation, arbitration, governmental, administrative or criminal proceeding, investigation or enquiry is threatened or, so far as the Sellers are aware, pending against any Target Group Company, or any officer, agent, employee or contractor of any Target Group Company (in each case, in his/her capacity as such) and, so far as the Sellers are aware, there are no facts or circumstances likely to give rise to the same.

7.3 No Target Group Company has, nor, so far as the Sellers are aware, any person for whose acts or defaults any Target Group Company may be vicariously liable been a party to any

undertaking or assurance given to, or any specific direction, order or instruction given by, any Authority (including any injunction or order for specific performance issued by any court).

8. ANTI-CORRUPTION

8.1 No Target Group Company has, and no past or present officer, agent, employee, contractor or representative of any Target Group Company (in each case, in his/her capacity as such) has directly or indirectly:

- (a) paid, promised to pay or offered to pay, or authorised the payment of, any contribution, gratuity, gift, commission, bribe, raft, rebate, pay-off, kickback or any other payment to any person, private or public, regardless of form and whether in money, property or services in relation to any activities of any Target Group Company (“**Gratuity**”) to:
 - (i) seek to obtain favourable treatment in securing business; or
 - (ii) pay for favourable treatment for business secured which violates any applicable Law, or has entered into any agreement pursuant to which any such Gratuity may or shall at any time be paid; or
 - (iii) obtain special concessions or for special concessions already obtained, for or in respect of any Target Group Company; or
- (b) offered or given anything of value to influence (or that could be construed as seeking to influence) the action of a public official, political party, party official, candidate for public office, or official of any public international organisation, or threatened injury to any person, property or reputation in connection with the activities of any Target Group Company in relation to the matters set out in paragraphs 8.1(a)(i) to 8.1(a)(iii).

8.2 The business of any Target Group Company is not dependent in any manner upon the making or receipt of any Gratuity.

8.3 Each Target Group Company, and the past and present officers, agents, employees and contractors of any Target Group Company (in each case, in his/her capacity as such) have, complied in all material respects with:

- (a) the Bribery Act 2010 (and all similar Laws in any jurisdiction outside the United Kingdom if and to the extent applicable);
- (b) the Target Group’s anti-bribery and corruption policy; and
- (c) any relevant third party anti-bribery and corruption obligations pursuant to any contract with any third party.

8.4 No Target Group Company has conducted or initiated any internal investigation or made a voluntary, directed or involuntary disclosure to any government entity or similar agency with respect to any alleged act or omission arising under, or relating to, any non-compliance with the Bribery Act 2010. No Target Group Company has received any notice, request or citation for any actual or potential non-compliance with any anti-bribery and corruption Laws.

- 8.5 No officer, director, employee or contractor of any Target Group Company is a government or political official and no government or political official or government or political entity has any interest (whether directly or indirectly) in any Target Group Company.

9. AUTHORISATIONS

- 9.1 All Authorisations necessary under any applicable Law for utilising any of the assets of any Target Group Company or carrying on effectively any aspect of its business in the places and in the manner in which such business is now carried on have been obtained by the relevant Target Group Company and all of them are in full force and effect and none of them will, so far as the Sellers are aware, be terminated, suspended, cancelled, revoked, modified or not renewed on the same terms by reason of Completion.
- 9.2 All reports, returns and information required by any applicable Law or as a condition of any Authorisations to be made or given to any person or Authority in connection with any Target Group Company's business have been made or given to the appropriate person or Authority in accordance with such Law or condition, as the case may be.
- 9.3 The utilisation of any of the assets of any Target Group Company and the carrying on of any Target Group Company's business has not breached any of the terms and conditions of any Authorisation and, there are, so far as the Sellers are aware, no circumstances which may cause any Authorisation to be terminated, suspended, cancelled, revoked or modified.
- 9.4 The execution and delivery of, and the performance by, each Seller of its obligations under this Agreement, and any other documents to be executed by such Seller pursuant to, or in connection with this Agreement, does not:
- (a) conflict with, result in a breach of, or constitute a default under, any instrument by which any Seller is a party or is bound;
 - (b) conflict with or result in a breach of any applicable Laws; or
 - (c) require the consent of the members of the Target or of any other person.

10. INSURANCES

- 10.1 Each Target Group Company maintains, and has at all material times maintained, valid insurance cover in respect of its business and material assets and such policies maintained by, or on behalf of, any Target Group Company provide full cover at full replacement or reinvestment value against all losses and liabilities, including business interruption, and all other risks that are normally insured against by a person carrying on the same type of business as any Target Group Company.
- 10.2 Accurate particulars of all material details relating to the insurance policies in which any Target Group Company has an interest including any active historic policies which provide cover on a losses occurring basis (the "**Target Group's Insurances**") are given in the Disclosure Letter (together with copies of all such policies).
- 10.3 All the Target Group's Insurances are in full force and effect, all premiums thereon have been paid on time and no Target Group Company has received notice of any increase in premiums

or of any change in the terms of cover under any of the Target Group's Insurances and, as far as the Sellers' are aware, the Target Group's Insurances will not be terminated, suspended, cancelled, revoked or modified by reason of Completion.

- 10.4 There are, so far as the Sellers are aware, no circumstances which will permit, or are reasonably likely to permit, any claim (including any future claim) under any of the Target Group's Insurances to be avoided by the insurers or the premiums thereon to be increased.
- 10.5 During the six (6) years preceding the date of this Agreement, no Target Group Company has ever been refused insurance or had any insurance cancelled and no current insurer has disputed or given any indication in writing that they intend to dispute the validity of any of the Target Group's Insurances on any ground.
- 10.6 There is no claim outstanding under any of the Target Group's Insurances nor, so far as the Sellers are aware, are there any circumstances likely to give rise to a claim.
- 10.7 Details of all material claims made by any Target Group Company (or any other person in respect of the Leased Premises or any other asset of any Target Group Company) under any policy of insurance or indemnity during the six (6) years preceding Completion are set out in the Disclosure Letter and no such claim was refused or settled for less than the sum claimed.

11. FINANCE

- 11.1 Save as expressly disclosed in the Disclosure Letter, no loans, loan capital, securities representing indebtedness, overdrafts or other financial facilities (all the foregoing being "**Financial Facilities**") are currently outstanding or available to any Target Group Company and no Target Group Company has any indebtedness outstanding under any Financial Facilities.
- 11.2 All the outstanding indebtedness of any Target Group Company was incurred by the relevant Target Group Company in the ordinary course of its business and on arms' length terms.
- 11.3 No Target Group Company:
 - (a) is a party to, nor has any obligation under any finance lease, debt or inventory financing, discounting or sale of receivables, factoring or sale and leaseback agreement or arrangement;
 - (b) has engaged in financing of a type which would not need to be shown or reflected in the Audited Accounts; or
 - (c) has waived any right of set-off it may have against any third party.
- 11.4 The total borrowings of any Target Group Company do not exceed any limitations on the borrowing powers of any Target Group Company (under its articles of association or otherwise).
- 11.5 There are no debts owing to any Target Group Company other than debts that have arisen in the ordinary course of any Target Group Company's business and on arms' length terms.

- 11.6 No indebtedness of any Target Group Company is due and payable and no Encumbrance over any of the assets of any Target Group Company is now enforceable, whether by virtue of the stated maturity date of the indebtedness having been reached or otherwise. No Target Group Company has received any notice, whose terms have not been fully complied with and/or carried out, from any secured creditor requiring any payment to be made and/or threatening the enforcement of any Encumbrance that it holds over the any Target Group Company's assets.
- 11.7 Particulars of all grants, allowances, subsidies, aid or other financial assistance made to each Target Group Company during the six (6) year period ending on the date of this Agreement and of all outstanding claims by any Target Group Company for any grant, allowance, subsidy, aid or other financial assistance from any Authority, national development agency, charity or other funding body are set out in the Disclosure Letter and no Target Group Company has, so far as the Sellers are aware, done or failed to do any act or thing, that will result in all or any part of such grants, allowances, subsidies, aid or other financial assistance becoming repayable or forfeited. No such grant, award or financial assistance received by the relevant Target Group Company:
- (a) is, so far as the Sellers are aware, liable to repayment in consequence of the transactions contemplated by the Transaction Documents; or
 - (b) imposes any restriction on the freedom of any Target Group Company to conduct its business in such manner and in such jurisdictions as it may determine.
- 11.8 Accurate particulars of all the bank and deposit accounts, credit cards and related credit facilities, accounts with electronic payment systems (whether for the receipt or remittance of monies) and all other similar accounts and facilities, of any Target Group Company are set out in the Disclosure Letter ("**Target Group's Bank Accounts**"). All cheque books, bank cards, documents, passwords, encryption devices and other Company Property concerning the Target Group's Bank Accounts are in the possession, custody and control of the relevant Target Group Company secured against unauthorised access.
- 12. ENCUMBRANCES**
- 12.1 No Encumbrance exists over, nor has any Target Group Company given or entered into, or agreed to give or enter into, any Encumbrance over any asset, right, or interest of the relevant Group Company (save for:
- (a) liens arising by operation of Law; and
 - (b) provisions for the retention of title by suppliers pending payment in respect of the supply of goods to the relevant Target Group Company,
- in each case arising in the ordinary course of the relevant Target Group Company's business).
- 12.2 No Target Group Company has given or entered into, or agreed to give or enter into, any Encumbrance, guarantee, indemnity, surety or other similar arrangement in respect of the indebtedness or any liability of, or the performance of any obligation by, of any person that is not another Target Group Company.

12.3 No part of the borrowings or loan capital of any Target Group Company is dependent on the guarantee, indemnity, warranty of, or security provided by any person that is not another Target Group Company.

12.4 All charges in favour of any Target Group Company have been registered in accordance with the provisions of sections 860 and 861 CA 2006 and are valid and enforceable.

13. ACCOUNTS

13.1 Audited Accounts

13.1.1 A true, complete and accurate copy of the Audited Accounts is contained in the Data Room (and the Disclosure Letter specifies where).

13.1.2 The Audited Accounts:

- (a) were fully and properly prepared in accordance with the requirements of all applicable Laws and UK GAAP as at the Balance Sheet Date;
- (b) give a true and fair view of the financial position, financial performance and cash flows of the Target Group as at, and the profits or losses and cash flows of the Target Group for the financial year ending on the Balance Sheet Date;
- (c) are not affected by any extraordinary, exceptional, unusual or non-recurring items, by transactions of an abnormal or unusual nature or entered into otherwise than on normal commercial terms; and
- (d) save for any changes required to comply with any changes in UK GAAP during such period, apply bases, methods, procedures, estimation techniques and policies of accounting which have been consistently applied in the audited financial statements of the Target Group for the two (2) accounting reference periods ending on the Balance Sheet Date.

13.1.3 The Audited Accounts (together in each case with the related directors' reports and auditors' reports) have been circulated to every person entitled to receive a copy in accordance with section 423 of the CA 2006 and filed with the Registrar of Companies, in each case in accordance with the relevant requirements of the CA 2006 and all other applicable laws and regulations in the UK.

13.2 Business since the Balance Sheet Date

Since the Balance Sheet Date:

- (a) each Target Group Company has carried on its business in the ordinary and usual course so as to maintain it as a going concern and without any interruption or alteration in the nature, scope or manner of its business;
- (b) there has been no material deterioration in the financial or trading position, profitability or turnover of any Target Group Company as compared to the position shown by the Audited Accounts; and

- (c) there has been no significant event or occurrence (including the loss of any significant business customer or supplier) which has had a material adverse effect on any Target Group Company's business or its value, profitability or prospects.

13.3 **Management Accounts**

- 13.3.1 A true, complete and accurate copy of the Management Accounts is contained in the Data Room (and the Disclosure Letter specifies where).
- 13.3.2 The Management Accounts have been carefully and properly prepared in accordance with accounting policies consistent with those used in preparing previous management accounts and on a consistent basis throughout the period to which the Management Accounts relate. The cumulative profits or losses, assets and liabilities of each Target Group Company stated in the Management Accounts have not been materially mis-stated and are not materially inaccurate and no material items have been omitted therefrom and the Sellers do not consider the Management Accounts to be misleading.

13.4 **Locked Box Accounts**

- 13.4.1 The Locked Box Accounts were prepared in good faith and on a basis substantially consistent with the Audited Accounts.
- 13.4.2 The cumulative profits or losses, assets and liabilities of the Target Group stated in the Locked Box Accounts have not been materially mis-stated and are not materially inaccurate and no material items have been omitted therefrom and the Sellers do not consider the Locked Box Accounts to be misleading.
- 13.4.3 Since the Locked Box Date:
 - (a) each Target Group Company has carried on its business in the ordinary and usual course;
 - (b) there has been no material deterioration in the financial or trading position, profitability or turnover of any Target Group Company as compared to the position shown by the Locked Box Accounts;
 - (c) there has been no significant event or occurrence (including the loss of any significant business customer or supplier) which has had a material adverse effect on any Target Group Company's business or its value, profitability or prospects;
 - (d) no Target Group Company has borrowed or raised any money or taken any form of Financial Facility (whether pursuant to a factoring arrangement or otherwise);
 - (e) there has been no unusual increase or decrease in any Target Group Company's cash, indebtedness, working capital assets or working capital liabilities (outside the ordinary course of business);
 - (f) other than in the ordinary course of business, no Target Group Company has entered into, or agreed to enter into, any commitment to acquire, dispose of, or invest in, any asset with a value in excess of £100,000 or to incur any capital commitment or any liability with a value in excess of £100,000;

- (g) no share other than upon exercise of the Options or loan capital has been allotted or issued or agreed to be allotted or issued by any Target Group Company;
- (h) no distribution of capital or income has been or agreed to be declared, made or paid by any Target Group Company (other than to another Target Group Company) and no loan or share capital of any Target Group Company has been repaid in whole or part or has become liable to be repaid in whole or part;
- (i) no substantial business customer or supplier of any Target Group Company (being one that is a counterparty to a Material Contract as at the date of this Agreement, a “**Substantial Counterparty**”)) has:
 - (i) ceased or materially reduced or increased the level of its trade with, or supplies to, any Target Group Company or, as far as the Sellers are aware, indicated an intention to do any of the foregoing in the 12 months beginning on Completion; or
 - (ii) materially changed or, as far as the Sellers’ are aware, indicated an intention to make any material change, to the terms on which it trades with any Target Group Company in the 12 months beginning on Completion;
- (j) no Target Group Company has offered price reductions or discounts or allowances on sales of goods or services or provided them at less than cost to a Substantial Counterparty to an extent which may materially affect its profitability;
- (k) there has been no material change in the time or manner of the issue of invoices or the collection of debts;
- (l) there has been no change in the accounting reference period or any of the accounting policies and practices and the methods of estimation techniques of any Target Group Company;
- (m) save as expressly disclosed in the Disclosure Letter, no Target Group Company has paid any charge in respect of, nor benefited from, nor is any Target Group Company liable to pay any charge in respect of or benefit from, whether in whole or in part, any administrative, managerial and/or other goods and/or services shared between, or otherwise provided jointly to, any Target Group Company and other persons (including any Seller);
- (n) save as set out in the Locked Box Accounts no management incentive payments, bonuses, expenses and other entitlements have been paid, accrued, declared or awarded to any director, officer, employee or consultant of any Target Group Company in connection with or as a result of the Transaction or outside the ordinary course of business or not consistent with past practice (including any PAYE, national insurance contributions or social taxes payable by and Target Group Company on any payment received by such director, officer, employee or consultant);
- (o) no payment has been made by (or on behalf of) any Target Group Company to those persons set out in Schedule 8 in excess of the amount of the relevant Agreed Payment (inclusive of Taxation);

- (p) no transaction or sale bonus has been paid or otherwise accrued by (or on behalf of) any Target Group Company; and
- (q) no resolution of the members of any Target Group Company has been passed.

13.5 Auditor's fees

Each Target Group Company has paid to its auditors (whether current or previous) all amounts due by way of professional fees and disbursements and has received confirmation from its auditors that no further amounts are payable in respect of professional services rendered by them on or before Completion.

13.6 Debts

- 13.6.1 Attached to the Disclosure Letter is a list of all debts owing to any Target Group Company as at the Completion Date which have been outstanding for more than ninety (90) days from its due date for payment. So far as the Sellers are aware, there is no debtor that does not intend to pay in full any debts outstanding from it as at the Completion Date.
- 13.6.2 No part of the amounts included in the Audited Accounts (or in the case of amounts arising after the Balance Sheet Date) in the books of each Target Group Company, which are due from debtors, has been released on terms that such debtor pays less than the book value of his or its debt and no debt has been written off, or, so far as the Sellers are aware, has proved to any extent irrecoverable or is now regarded as irrecoverable.

14. AGREEMENTS AND ARRANGEMENTS

14.1 Commission

No one is entitled to receive from any Target Group Company any finder's fee, brokerage, commission, benefit or other payment in connection with this Agreement or the sale and purchase of the Shares.

14.2 Consequences of share acquisition by the Buyer

- 14.2.1 No consent, approval, order or authorisation of, registration, declaration or filing with, or notice to, any Authority is required by or with respect to any Target Group Company in connection with the execution and delivery of this Agreement or any other Transaction Document or the consummation of the transactions contemplated by this Agreement.
- 14.2.2 Save as expressly provided for under the terms of the Transaction Documents, the entry into of this Agreement by the Sellers and the consummation of the transactions contemplated by this Agreement will not:
 - (a) give the relevant counterparty a right to cancel or terminate, materially or adversely vary or accelerate any obligation under, the terms of, any Material Contract nor require any notice, waiver, consent or approval from or to the counterparty to such Material Contract;
 - (b) cause any asset, right or interest of, or any benefit presently enjoyed by, any Target Group Company other than in relation to a Material Contract to be forfeited,

terminated, suspended, cancelled, revoked, modified or lost (including by reason of the creation, imposition, crystallisation or enforcement of any Encumbrance on any of its assets);

- (c) constitute a breach by any Target Group Company of any obligation (whether contractual or otherwise) owed to any person or a default under any Material Contract;
- (d) result in any increase, acceleration or other adverse modification of, any obligation or liability owed by any Target Group Company to any person under any Material Contract;
- (e) entitle any person (by notice or otherwise) to bring about any of the matters referred to in paragraphs (a) to (d) above;
- (f) result in a breach of, or constitute a default under, any order, judgement, decree or decision of any Authority by which any Target Group Company or any Seller is bound or subject;
- (g) result in a breach of the articles of association or equivalent constitutional documents of any Target Group Company;
- (h) result in any present or future indebtedness of any Target Group Company becoming due and payable, or capable of being declared due and payable, prior to its stated maturity date or in any Financial Facilities of any Target Group Company being withdrawn; or
- (i) so far as the Sellers' are aware and without having made any enquiry with any third party, adversely affect the nature and extent of the commercial relationship of any Target Group Company with any person.

14.3 **Trading name**

No Target Group Company trades under any name other than its respective corporate name.

14.4 **Trade associations**

Particulars of all trade or business associations of which each Target Group Company is a member are set out in the Disclosure Letter.

14.5 **Terms of business**

14.5.1 True and complete copies of most recent standard terms upon which each Target Group Company provides goods and/or services in the ordinary course of business (the "**Standard Terms**") are contained in the Data Room.

14.5.2 There is no agreement or arrangement with any Substantial Counterparty under which any Target Group Company provides goods and/or services to any person(s) other than on its Standard Terms.

14.6 **Arrangements with the Sellers**

- 14.6.1 Save in each case in relation to the ongoing employment of the Optionholders, there is no outstanding indebtedness or other liability (actual or contingent) and there is no outstanding contract, commitment or arrangement between the relevant Target Group Company and any of the following:
- (a) any Seller or any person connected with any Seller; or
 - (b) any director of a member of the relevant Target Group Company; or
 - (c) any person connected with such member or director.
- 14.6.2 None of such transactions or arrangements disclosed against paragraph 14.6.1 will continue in effect subsequent to Completion. After Completion none of the Associates of any Seller or any Seller will:
- (a) have any interest in any property (real or personal, tangible or intangible) or contract of any Target Group Company or any property or contract that is used in, pertains to or is necessary for the business of any Target Group Company;
 - (b) have any claim or cause of action against any Target Group Company;
 - (c) owe any money to, or will be owed any money by, any Target Group Company; or
 - (d) have any other rights with respect to any Target Group Company.
- 14.6.3 No Seller, nor any person connected with the Sellers, has any interest, direct or indirect, in any business which competes or is likely to compete with any business now carried on or proposed to be carried on by any Target Group Company or intends to acquire any such interest.

14.7 Trading warranties

- 14.7.1 Except for any guarantee or warranty implied by law or contained in a copy of its Standard Terms, and in respect of any Material Contracts, no Target Group Company has given any guarantee, indemnity or warranty or made any representation in respect of goods or services supplied or contracted to be sold by it or accepted any liability or obligation that would apply after such goods or services have been supplied by it.

14.8 Material Contracts

- 14.8.1 Attached to the Disclosure Letter is a complete list of all Material Contracts and Anticipated Material Contracts and the Data Room contains a true and accurate copy of each Material Contract at the date of this Agreement (or where such contracts are not in writing, a summary of the main commercial terms of each such contract).
- 14.8.2 Each Material Contract is valid and binding on each Target Group Company and, so far as the Sellers are aware, each other party thereto.
- 14.8.3 Each Target Group Company has (and, as far as the Sellers are aware, each of party to each Material Contract has) in all material respects performed its obligations under each Material Contract to which it is party.
- 14.8.4 No Target Group Company has (and, as far as the Sellers are aware, each of party to each Material Contract has) given or received any notice in writing to terminate, or asserted in

writing any breach of, or default under, any Material Contract and, so far as the Sellers are aware, there are no grounds for the termination, avoidance, rescission or repudiation of any Material Contract.

- 14.8.5 Neither in the financial period ending on the Balance Sheet Date, nor in the period since the Balance Sheet Date, has any person (together with persons connected with him or it) purchased from or sold to any Target Group Company more than ten (10)% of the aggregate amount of all sales or purchases made by any Target Group Company during such period.

14.9 **Onerous contracts**

Save as specifically identified as such in the Disclosure Letter, no Material Contract:

- (a) cannot be terminated unilaterally for convenience by the relevant Target Group Company on less than six (6) months' notice without liability;
- (b) can be terminated unilaterally for convenience by any person (other than the relevant Target Group Company) on less than six (6) months' notice;
- (c) was entered into other than in the ordinary course of the relevant Target Group Company's business;
- (d) is a contract for the supply of any asset to the relevant Target Group Company on hire, lease, hire purchase, conditional sale, credit or deferred payment terms;
- (e) involves any agency, distributorship, franchising, licensing, management or other similar agreement or arrangement;
- (f) involves partnership, joint venture, consortium, joint development, shareholders or similar arrangements;
- (g) requires the relevant Target Group Company to pay any commission, finders' fee, royalty or the like;
- (h) is dependent on the guarantee or covenant of, or security interest provided by, any person that is not a Target Group Company;
- (i) imposes any restriction (comprising any obligation of exclusivity, non-compete, non-solicitation, restrictive covenant, right of first refusal or right of pre-emption) on the relevant Target Group Company's freedom to carry on the whole or part of its business as it thinks fit and to freely deal with any other person;
- (j) can be terminated as a result of any change in the underlying ownership or control of the relevant Target Group Company, or, so far as the Sellers are aware, would be materially adversely affected by such change;
- (k) is for the supply of goods and/or services by or to the relevant Target Group Company on terms under which retrospective or future discounts, price reductions or other financial incentives are given; or
- (l) is an agreement or obligation in relation to the business of any Target Group Company under which it is or may become liable to make any investment (as defined in Part III of the Financial Services and Markets Act (Regulated Activities) Order 2001) with, or to deposit any money with, or to provide any loan or financial

accommodation or credit (other than normal trade credit) to any person, or to subscribe, convert, acquire, dispose of or underwrite any investment.

14.10 **Outstanding tenders**

The Anticipated Material contracts constitute all outstanding offers, tenders, bids, proposals or the like which are capable of becoming a Material Contract.

15. **ASSETS**

15.1 **Tangible assets**

15.1.1 Each Target Group Company is the sole legal and beneficial owner of, and has good marketable title to, all tangible assets included in the Audited Accounts and all tangible assets which have been acquired by the relevant Target Group Company since the Balance Sheet Date.

15.1.2 The Data Room contains a true and accurate register of the material tangible assets of each Target Group Company (the “**Target Group’s Asset Register**”) and all such assets on the Target Group’s Asset Register are legally and beneficially owned by the relevant Target Group Company.

15.1.3 Since the Balance Sheet Date, save for disposals in the ordinary course of its business, the tangible assets of each Target Group Company have at all material times been, and are currently, in the possession and control of the relevant Target Group Company.

15.1.4 No person (other than a Target Group Company) makes use of, or has any right to make use of, any tangible asset in the possession or control of the relevant Target Group Company. No person (other than a Target Group Company) has any right, title or interest (including any right to make use of) in respect of any tangible asset owned by the relevant Target Group Company.

15.2 **Intellectual Property Rights**

15.2.1 All material Intellectual Property Rights currently used by any Target Group Company for the purpose of carrying on the business and activities of any Target Group Company in the ordinary course (as carried on by it in the twelve (12) months prior to the date of this Agreement), (all the foregoing being “**Material IP**”) is owned by the Target (“**Owned IP**”) and/or licensed to the relevant Target Group Company (“**Licensed IP**”).

15.2.2 Complete and accurate details of all (i) registered Material IP (including domain names and registered trademarks) (“**Registered IP**”) and (ii) unregistered Material IP (“**Unregistered IP**”) are set out in the Disclosure Letter.

15.2.3 The Target Company is the sole legal and beneficial owner of all Owned IP free from all Encumbrances and is not obliged to grant any Encumbrance in respect of it. No Target Group Company has received notice from any third party asserting any right, title or interest in, or Encumbrance over, any Material IP and no person has or had asserted (or, so far as the Sellers are aware, is reasonably likely to assert) any such right, title, interest or Encumbrance.

- 15.2.4 All Licensed IP is licensed to each Target Group Company pursuant to a valid and enforceable licence agreement (an “**IP Licence Agreement**”) and:
- (a) each IP Licence Agreement is valid and binding on the parties thereto in accordance with its terms;
 - (b) each IP Licence Agreement has been duly recorded or registered with the proper authorities wherever a requirement to do so exists;
 - (c) each Target Group Company has (and each other party thereto has) in all material respects performed its obligations under each IP Licence Agreement; and
 - (d) no Target Group Company has (and no other party thereto has) given or received any notice to terminate, or asserted any breach of or default under, any IP Licence Agreement nor, so far as the Sellers are aware, are there any grounds for the termination, avoidance, rescission or repudiation of any IP Licence Agreement.
- 15.2.5 Other than pursuant to the IP Licence Agreements, no Target Group Company has or is obliged to grant any licence, sub-licence or assignment in respect of any Material IP or any Intellectual Property Rights owned by a third party.
- 15.2.6 No Target Group Company has received any written notice alleging that any Target Group Company infringes the Intellectual Property Rights of any other person or challenging any Target Group Company’s ownership or use of any Intellectual Property Right and, so far as the Sellers are aware, the carrying on by each Target Group Company of its business in the ordinary course does not infringe, and, so far as the Sellers are aware, no Target Group Company has previously infringed, the Intellectual Property Rights of any other person.
- 15.2.7 No Target Group Company has granted any person any right in respect of any of the Material IP. No person is infringing any Material IP so far as the Sellers are aware, and at no time has any Target Group Company (or any officer, employee or consultant of any Target Group Company) acquiesced or waived any infringement by any person of any right of any Target Group Company in respect of the Material IP.
- 15.2.8 None of the Material IP is the subject of any rights held by any employee, former employee, officer or consultant and in relation to any Material IP that was developed specifically for use by any Target Group Company, such Material IP:
- (a) has been developed exclusively by employees of the relevant Target Group Company during the course of such employee’s employment;
 - (b) each person who is an officer, employee or consultant of any Target Group Company has entered into a legally binding written agreement enforceable by the relevant Target Group Company pursuant to which:
 - (i) all Intellectual Property Rights (if any) created by him/her in the course of his/her engagement by any Target Group Company are owned by, and have been validly assigned to, the relevant Target Group Company; and
 - (ii) he/she has irrevocably waived any moral rights in any and all copyright works created in the course of his/her engagement by the relevant Target Group Company.

- 15.2.9 No claims have been made or, so far as the Sellers are aware, are threatened by employees or former employees of any Target Group Company to receive any payment or right in respect of any Material IP.
- 15.2.10 All trade secrets, Confidential Information or know-how of any Target Group Company or used by any Target Group Company in its business have been maintained in confidence by such Target Group Company. The relevant Target Group Company has taken reasonable steps to protect the relevant Target Group Company's rights in any Target Group Company's confidential information and trade secrets within the Material IP. All Target Group Staff who have contributed to or participated in the conception or development of any Material IP have executed and delivered to the relevant Target Group Company a valid and binding confidentiality agreement restricting such person's right to disclose proprietary information of the relevant Target Group Company. No Target Group Staff have, so far as the Sellers are aware, any claim against any Target Group Company in connection with such person's involvement in the conception or development of any Material IP. No such claim has been received by any Target Group Company. None of the Target Group Staff have, so far as the Sellers are aware, any patents issued or applications pending for any device, process, design or invention of any kind now used by any Target Group Company in the furtherance of its business operations, which patents or applications have not been assigned to the relevant Target Group Company, with such assignment duly recorded in the United Kingdom Patent Office or any appropriate foreign patent office.
- 15.2.11 No Target Group Company is subject to any judgment, order, ruling or direction of any court, arbitral body or other Authority, or any covenant or obligation in favour of any person(s), nor has it entered into, or is it a party to any contract, commitment, agreement, instrument, obligation, undertaking, concession, franchise, license or legally binding arrangement or understanding, whether written or oral which restricts or impairs the use of, any Material IP.
- 15.2.12 No Target Group Company has disclosed any material Confidential Information to any other person other than: (i) in the conduct of its business in the ordinary course; or (ii) under an obligation of confidentiality enforceable against the recipient thereof. No Target Group Company has, so far as the Sellers are aware, breached any obligation of confidence or restriction on use in respect of the Confidential Information of any other person.

15.3 **Computer Systems**

- 15.3.1 True and accurate particulars of the Computer Systems are set out in the Disclosure Letter.
- 15.3.2 The Computer Systems are within the possession and control of the each Target Group Company and, so far as the Sellers are aware, reasonably adequate (including in terms of functionality, adequacy, security and performance) for the purposes of the conduct of each Target Group Company's business in the ordinary course.
- 15.3.3 The Computer Systems have been satisfactorily maintained and supported during the 24 months prior to Completion and have the benefit of appropriate maintenance and support agreements (copies of which are contained in the Data Room) and there has been no material impairment, interruption or loss of functionality during that period (including by way of security breach, virus or other contaminant, sub-standard service performance, hardware deficiency, software defect or otherwise).

- 15.3.4 The Computer Systems are not the subject of any litigation or other dispute or claim and, so far as the Sellers are aware, no litigation, dispute or claim is expected or likely to arise.
- 15.3.5 Each Target Group Company has reasonable disaster recovery and business continuity arrangements in place concerning its use of the Computer Systems and reasonable steps have been taken to securely and adequately back-up all of each Target Group Company's electronically stored information.
- 15.3.6 Each Target Group Company has a valid and enforceable licence to use (and, if and to the extent each Target Group Company does so, permit third parties to make use of) the Operating Software under one or more IP Licence Agreements (the "**Software Licences**"). All payments due under each such Software Licence have been paid when due and, so far as the Sellers are aware, there has been no act or default by each Target Group Company which may result in any Software Licence being terminated. True and accurate copies of all Software Licences concerning the commercial operations of each Target Group Company (including in respect of the sale of goods and/or services, payment processing and inventory management), or which are otherwise material to the business of each Target Group Company are contained in the Data Room.
- 15.3.7 Each Target Group Company has possession or control of the source code of all software in the Computer Systems or has the right to gain access to and disclose freely such code under the terms of source code deposit agreements with the owners of the rights in the relevant software and reputable deposit agents and no source code is in escrow and no Target Group Company has disclosed the source code to any third party.
- 15.3.8 Where any of the records of any Target Group Company are stored electronically, the relevant Target Group Company has appropriate arrangements in place for storage of the such records.
- 15.3.9 No Target Group Company shares the use or enjoyment of any Hardware with any other person. No Target Group Company is a joint licensee under any Software Licence with any other person. No Target Group Company is a sub-licensee under any Software Licence held by any other person (other than where the termination of any head-licence will not invalidate or prejudice the continuation of any sub-licence to each Target Group Company).
- 15.3.10 Details of all domain names currently operated, and other internet operations currently carried on, by or on behalf of each Target Group Company (whether or not directed at, or accessible by, the public) are disclosed in the Disclosure Letter.

16. DATA PROTECTION

- 16.1 Each Target Group Company materially complies, and has from 1 May 2018 in so far as the UK concerned, materially complied with, all applicable requirements of Data Protection Law. So far as the Sellers are aware, no circumstance has arisen that would invalidate the compliance by any Target Group Company with any such requirement and no Target Group Company has received any notification or claim from any Authority or any other person asserting any non-compliance with any applicable Data Protection Law or concerning any investigation or requisition information in respect of each Target Group Company's compliance with Data Protection Law.
- 16.2 The US Subsidiary has taken commercially reasonable steps to protect and maintain the confidential nature of all personal information provided to the US Subsidiary and has

complied in all material respects with all applicable Data Protection Laws of the United States, or in any privacy policy of the US Subsidiary related to the protection, privacy and security of personal information, as those terms are defined in applicable Data Protection Laws of the United States (collectively, the “**US Data Protection Requirements**”). No complaint, claim, or notice alleging any violation of a US Data Protection Requirement has been made or, so far as the Sellers are aware, is threatened.

- 16.3 The Indian Subsidiary materially complies, and has materially complied with, all the applicable data privacy and data protection laws in India, including but not limited to Information Technology Act, 2000, its amendments and rules framed there under and other laws governing data protection in India. So far as the Sellers are aware, no circumstance has arisen that would invalidate the compliance by the Indian Subsidiary with any such requirement and that the Indian Subsidiary has not received any notification or claim from any Authority or any other person asserting any non-compliance with Information Technology Act, 2000 or any applicable laws pertaining to data protection or concerning any investigation or requisition information in respect of the Indian Subsidiary’s compliance with Information Technology Act, 2000 and other laws governing data protection in India.
- 16.4 Each Target Group Company has established and maintains reasonably adequate technical, physical and organisational measures and a data security system so as to ensure compliance with all data security requirements under all applicable Data Protection Laws, and to protect personal data against accidental or unlawful destruction, loss, alteration, disclosure or access, in a manner appropriate to the risks represented by the processing and storage of such personal data by each Target Group Company.
- 16.5 In the last three years, no Target Group Company has experienced any security incident in which an unauthorised party accessed or acquired any personal data or sensitive business data maintained by or on behalf of a Target Group Company.
- 16.6 There are no unsatisfied subject access requests under Data Protection Law to any Target Group Company made by data subjects in respect of personal data processed by any Target Group Company, nor any outstanding applications under Data Protection Law against any Target Group Company for rectification or erasure of personal data. There are no outstanding claims for compensation for inaccuracy, loss or unauthorised disclosure of personal data.
- 16.7 Each Target Group Company has materially complied with its obligations under the Privacy and Electronic Communications (EC Directive) Regulations 2003 in respect of the use of electronic communications (including email, text messaging, fax machines, automated calling systems and non-automated telephone calls) for direct marketing purposes.

17. COMPETITION

- 17.1 No Target Group Company has received any process, notice or other communication from the Competition and Markets Authority, the European Commission or any other competent Authority in relation to competition matters in relation to the Target Group company’s business or any agreement, arrangement, understanding, practice or course of conduct to which any Target Group Company is, or is alleged to be, a party.

- 17.2 No Group Company is subject to any existing or pending order, judgment, ruling, decision or direction of, or party to any undertaking given to, any competent court or Authority in relation to competition matters.

18. OFFICERS, EMPLOYEES AND CONTRACTORS

18.1 Details of officers and employees and terms of engagement

- 18.1.1 The Disclosure Letter sets out true, complete and accurate details of all persons who are either:

- (a) directors or officers of each Target Group Company (“**Target Group Officers**”);
- (b) employees of the Target (“**Target Group Employees**”); or
- (c) contractors providing services to each Target Group Company and who are self-employed or who are supplied by an agency or other person (“**Target Group Contractors**” together with the Target Group Officers and Target Group Employees the “**Target Group Staff**”),

including, on an anonymous basis to the extent required by applicable Data Protection Laws, their positions, type of contract, lengths of continuous service, remuneration and benefits (including particulars of any pension, death in service, bonus, equity incentive or other benefit to which each he/she is entitled).

- 18.1.2 True and accurate copies of the following are contained in the Data Room:

- (a) terms of employment for Target Group Employees;
- (b) standard terms of engagement for Target Group Employees together with details of any material deviation or material discrepancy from such standard terms in respect of any particular Target Group Employee;
- (c) the terms on which any Target Group Company engages the Target Group Contractors; and
- (d) the staff handbook and details of all other policies and practices of any Target Group Company concerning the terms on which Target Group Staff are employed by any Target Group Company.

- 18.1.3 With respect to any person who provides personal services to a Target Group Company, the relevant Target Group Company has classified each such person as an employee, independent contractor or non-employee worker (or the relevant equivalent under applicable Laws) and had a reasonable basis for such determination having regard to applicable Laws.

18.2 Contractual variations

Since the Balance Sheet Date, no Target Group Company has made any variation to, nor has it agreed to make any variation to the contract (including the rate of remuneration, emoluments or pension benefits) of any Target Group Staff earning in excess of £50,000.

18.3 Termination and dismissal

- 18.3.1 No member of Target Group Staff has given notice terminating his/her engagement by any Target Group Company or has been or is to be withdrawn by the agency or person supplying him.
- 18.3.2 No member of Target Group Staff is under notice of dismissal nor is there any liability outstanding to any current or former member of Target Group Staff, except for remuneration or other benefits accruing in the ordinary course of business and in respect of which adequate provision has been made in the Audited Accounts.
- 18.3.3 During the period of six (6) months ending with the date of Completion, no Target Group Company has directly or indirectly terminated the engagement of any former member of Target Group Staff.

18.4 Trade unions and consultations

- 18.4.1 So far as the Sellers are aware no member of Target Group Staff belongs, or has during the period of his/her engagement by any Target Group Company belonged, to a trade union, staff association or similar body. No trade union or similar body is recognised by any Target Group Company and no request has been received by any Target Group Company for recognition of any trade union or similar body, nor so far as the Sellers are aware, is any trade union or similar body proposing to submit any such request to any Target Group Company. There are no representatives representing all or any of the Target Group Staff.
- 18.4.2 Each Target Group Company has complied with all of its obligations to inform and consult with Target Group Staff and/or any other employee representative body as required by Law or any agreement, arrangement, custom or practice to which any Target Group Company is subject.

18.5 Redundancies

- 18.5.1 There is no plan, scheme, commitment, policy, custom or practice (whether legally binding or not) relating to redundancy affecting any of the Target Group Staff which is more generous than any statutory redundancy requirements or relating to redundancy selection and no Target Group Company is proposing to introduce any such scheme.
- 18.5.2 In the twelve (12) months preceding the date of this Agreement, no Target Group Company has:
 - (a) given notice of redundancies or started consultations with a trade union under any applicable Law or failed to comply with its obligations under any applicable Law in respect of any redundancies; or
 - (b) been a party to a relevant transfer (as defined in the Transfer of Undertakings (Protection of Employment) Regulations 2006) or failed or incurred any liability for failure to provide information or to consult with employees under any applicable Laws.

18.6 Compliance

- 18.6.1 All plans, schemes, commitments, policies, customs or practices for the provision of benefits to Target Group Staff comply in all material respects with all Laws and all necessary

Authorisations in relation to the same have been obtained and all filings and other notifications or returns required to be made to any Authority in relation to the same have been made.

- 18.6.2 In respect of each member of Target Group Staff, each Target Group Company has:
- (a) maintained current, adequate, suitable and up to date records relating to the service of each such member of Target Group Staff; and
 - (b) not incurred any liability in respect of any accident or injury that is not fully covered by insurance.
- 18.6.3 The attention of all Target Group Employees has been drawn to such of the terms of their employment as is required by the Employment Rights Act 1996, including all disciplinary rules applicable to them.
- 18.6.4 In respect of IM's location in the United States of America, and IB's location in Ireland, the Target Group has taken all actions and/or steps required under applicable Law to ensure compliance in all material respects with its employer obligations (including to account for the payment of Tax and social security) in such jurisdictions in relation to the employment of each of IM and IB.

18.7 Transfers

No Target Group Company is proposing to transfer any Target Group Staff from working for any Target Group Company, induce any Target Group Staff to resign their employment or agree to transfer any Target Group Staff from any Target Group Company (without the prior written consent of the Buyer).

18.8 Section 188 CA 2006

All contracts between any Target Group Company (other than the US Subsidiary and Indian Subsidiary) and the Target Group Officers comply with any relevant requirements of section 188 CA 2006 (where applicable).

18.9 Pension and other benefits

- 18.9.1 The Disclosure Letter sets out true and accurate details of the terms of, and all obligations and undertakings of each Target Group Company in respect of:
- (a) payments to defined contribution personal pension plans under the terms of employment of those members of Target Group Staff entitled thereto (the “**Defined Contribution Payments**”);
 - (b) payments made to third party insurance providers in respect of life assurance schemes, and permanent health schemes under the terms of employment of those members of Target Group Staff entitled thereto (“**Insurance Benefit Payments**”).
- 18.9.2 Except for the Defined Contribution Payments, no Target Group Company is under any present liability to make any contribution to, or make payment in respect of, any scheme, plan or other arrangement for the provision to any person of any pension, superannuation allowance, death benefit, retirement gratuity or similar benefit.

- 18.9.3 Except for the making of Insurance Benefit Payments, no Target Group Company is under any present liability to provide, or make available, to any person or make any contribution to, or make payment in respect of, any life assurance scheme, medical insurance scheme, or permanent health scheme or other similar benefit.

18.10 Loans owed to Target Group

There are no loans owed by any of the Target Group Staff to any Target Group Company.

18.11 Consequences of sale of Shares

No member of Target Group Staff will become entitled to any payment or any enhancement in or improvement to their remuneration, benefits or other terms and conditions of engagement by reason of the execution of this Agreement or the sale and purchase of the Shares contemplated by this Agreement, nor will such events entitle any member of Target Group Staff to claim a breach of contract or entitle him to claim that he is redundant or otherwise dismissed.

18.12 Share options

Other than the Options, no Target Group Company is a party to, bound by or proposing to introduce in respect of any of its Target Group Staff any share option, profit sharing, bonus, commission or any other employee share scheme (as defined in section 1160 CA 2006).

18.13 Minimum wage

There is no hourly paid member of Target Group Staff employed or engaged at a rate less than the statutory minimum hourly rate under applicable Law.

18.14 Leave of absence

The Disclosure Letter includes details of all members of Target Group Staff who are on secondment, maternity, paternity, adoption or other leave (other than contractual holiday leave) or who are long term absent due to ill health or for any other reason.

18.15 Work permits

Every member of Target Group Staff who requires a work permit or other permission to work in the jurisdiction in which they work for the any Target Group Company has a current and appropriate work permit or other permission and all other necessary permissions to remain in that jurisdiction and perform such work. There are, so far as the Sellers are aware, no grounds upon which any such permit or permission may be withdrawn or each such member might be required to leave the relevant jurisdiction.

18.16 Offers of employment

No offer of employment or engagement has been made by any Target Group Company which has not yet been accepted, or which has been accepted but where the employment or engagement has not yet started.

18.17 Claims

18.17.1 There has not been a claim by any member of Target Group Staff for equal pay, unlawful deduction from wages, breach of the Agency Workers Regulations 2010, sexual, sexual orientation, age or disability discrimination (including discrimination arising from disability and a failure to make reasonable adjustments), religious, racial, national or ethnic discrimination or harassment or victimisation.

18.17.2 No Target Group Company has any:

- (a) outstanding or threatened claims by any person who is now or has been a member of the Target Group Staff, or any statutory dismissal, disciplinary or grievance procedures in progress in relation to any such person(s), or any disputes outstanding with any such person(s) or with any unions or any other body representing all or any such person(s), or, so far as the Sellers are aware, of any circumstances likely to give rise to any of the foregoing;
- (b) current or threatened industrial action involving any member of Target Group Staff, whether official or unofficial;
- (c) current industrial relations matters which have been referred to any Authority for advice, conciliation or arbitration; or
- (d) there are, so far as the Sellers are aware, no facts or circumstances which may give rise to any such matters referred to in paragraphs (a) to (c).

19. EMPLOYEE SHARE PLANS, INCENTIVES AND RELATED ISSUES

19.1 The Disclosure Letter contains details of all options granted under Schedule 5 to ITEPA 2003 (“**EMI Options**”) and there are no agreements, schemes or promises to grant any further EMI Options.

19.2 There have been no disqualifying events in respect of any EMI Options under section 534 of ITEPA (“**Disqualifying Events**”) or material amendments to any of the terms of any EMI Options and none of the Sellers are aware of any circumstances which might cause any Disqualifying Events.

19.3 The Sellers are not aware of any failure to notify the grant of any EMI Options to HMRC within the required time limit under paragraph 44 of Schedule 5 of ITEPA 2003 or any dispute (or potential dispute) with HMRC as to whether any EMI Options are qualifying options for the purposes of paragraph 1(2) of Schedule 5 of ITEPA 2003.

19.4 No employment related securities or securities options have been issued or transferred (other than under any EMI Option) to any current, former or proposed employees or directors of any Target Group Company (or to associates of such employees or directors) and there are no agreements, schemes or promises to make any such issues or transfers.

19.5 For any restricted securities acquired by any current, former or proposed employees or directors of any Target Group Company (or any nominees or associates of such employees or directors), a valid joint election to fully disapply Chapter 2 of Part 7 of ITEPA 2003 has been

made under section 431(1) of ITEPA 2003 and such joint elections have been properly made using forms approved by HMRC and within the applicable time limits.

19.6 No Target Group Company has established any scheme approved by HMRC under Schedules 2, 3 and 4 to ITEPA 2003 or notified to HMRC as meeting the relevant statutory requirements and there are no agreements, schemes or promises to establish any such scheme.

19.7 The Disclosure Letter contains details of all:

- (a) agreements and joint elections made by each Target Group Company with any current, former or proposed employees or directors (or any nominees or associates of such employees or directors) for the reimbursement or transfer of employer national insurance contributions (or any similar liability in another jurisdiction);
- (b) joint elections in respect of restricted securities made by each Target Group Company with any current, former or proposed employees or directors (or any nominees or associates of such employees or directors) under Chapter 2 of Part 7 of ITEPA 2003; and
- (c) valuations of securities prepared in respect of any securities or options within paragraphs 19.1 to 19.5 above and agreements concerning such valuations reached with HMRC.

20. PREMISES

20.1 Definitions

In this paragraph 20:

“Lease” means, in relation to any Leased Premises, the lease under which those Leased Premises is held by any Target Group Company and any documents which are supplemental to such lease, further particulars of which are set out in Schedule 9;

“Planning Acts” means the Town and Country Planning Act 1990; the Planning (Listed Buildings and Conservation Areas) Act 1990; the Planning (Hazardous Substances) Act 1990; the Planning (Consequential Provisions) Act 1990; the Planning and Compensation Act 1991; the Planning and Compulsory Purchase Act 2004; the Planning Act 2008; the Localism Act 2011, the Growth and Infrastructure Act 2013 and any other legislation from time to time regulating the use or development of land;

“Previously-owned Land and Buildings” means any land and buildings that have, at any time before the date of this Agreement, been owned (under whatever tenure) and/or occupied and/or used by any Target Group Company, but which are either:

- (a) no longer owned, occupied or used by any Target Group Company; or
- (b) are owned, occupied or used by any Target Group Company but pursuant to a different lease, licence, transfer or conveyance;

“Statutory Agreement” means an agreement or undertaking entered into under section 18 of the Public Health Act 1936; section 52 of the Town and Country Planning Act 1971; section 33 of the Local Government (Miscellaneous Provisions) Act 1982; section 106 of the Town and Country Planning Act 1990; section 104 of the Water Industry Act 1991; and any other legislation (later or earlier) similar to these statutes.

20.2 The particulars of the Leased Premises

The particulars of the Leased Premises set out in Schedule 9 are true and accurate.

20.3 Extent of property interests

20.3.1 The Leased Premises are the only land and buildings owned, used or occupied by the Target Group.

20.3.2 No Target Group Company has any right of ownership, right of use, option, right of first refusal or contractual obligation to purchase, or any other legal or equitable right, estate or interest in, or affecting, any land or buildings other than the Leased Premises.

20.4 Leased Premises

In relation to any Leased Premises:

- (a) the Leased Premises is held under the terms of the relevant Lease and no collateral assurances, concessions or undertakings have been made by any party to the Lease which is binding on the current landlord or on the relevant tenant or on their respective successors in title;
- (b) the Landlord has elected to waive exemption under paragraph 2 of Schedule 10 of VATA 1994, which has effect in respect of the whole of the Leased Premises;
- (c) no alterations or improvements carried out by the tenant or any other person are required by the Lease to be reinstated or removed on or before the end of the lease term (howsoever determined);
- (d) no Target Group Company has received notice that it is in breach or violation of, or in default under, such Lease;
- (e) no Target Group Company has received notice of any disputes relating to such Leased Premises;
- (f) all rent, insurance, service charges and other outgoings which may be payable in respect of the Lease have been paid and none has been waived or paid in advance of the due date; and
- (g) no Target Group Company has received notice that its current use of the facilities located on such Leased Premises violates any local zoning or similar land use requirement or other Law in any material respect.

20.5 Residual liability

- 20.5.1 No Target Group Company, nor any company that has at any time been a subsidiary of any Target Group Company, has any actual or contingent liability in respect of Previously-owned Land and Buildings.

20.6 **Replies to enquiries**

All written replies to written enquiries given by or on behalf of the Sellers or any Target Group Company, in relation to the Leased Premises, and all written replies given in response to any written enquiries raised by or on behalf of the Buyer in relation to the Leased Premises were complete and accurate at the date they were given, and would still be complete and accurate if the replies were instead being given on the date of this Agreement. In this paragraph 20.6, the expressions “**written enquiries**” and “**written replies**” include any enquiries and any replies to enquiries sent or received by e-mail and any enquiries and any replies to enquiries requested or given by reference to the CPSE. 1 (version 3.8) and include enquiries or replies so requested or given by e-mail.

20.7 **Title**

- 20.7.1 The Target Group Company identified as the proprietor in Schedule 9 is in possession and actual occupation of the whole of each of the Leased Premises on an exclusive basis, and no right of occupation or enjoyment has been acquired or is in the course of being acquired by any third party, and no Target Group Company has granted, or agreed to grant, any right of occupation or enjoyment in respect of the Leased Premises to any third party.
- 20.7.2 The Data Room contains copies of all the title deeds and documents necessary to prove title to the Leased Premises.
- 20.7.3 The documents of title to be delivered to the Buyer on Completion will all be original documents, properly stamped with stamp duty (or, as the case may be, accompanied by the proper stamp duty land tax return in respect of that document) and registered, where required.
- 20.7.4 There is no circumstance that could render any transaction affecting the title of any Target Group Company to any of the Leased Premises liable to be set aside under the Insolvency Act 1986.
- 20.7.5 There are no insurance policies held by any Target Group Company relating to any issue of title affecting any of the Leased Premises.

20.8 **Encumbrances**

- 20.8.1 The Leased Premises are free from:
- (a) any mortgage, debenture, charge (whether legal or equitable and whether fixed or floating), rentcharge, lien or other right in the nature of security; and
 - (b) any agreement for sale, estate contract, option, right of pre-emption or right of first refusal,
- and there is no agreement or commitment to give or create any of them.

- 20.8.2 The Leased Premises are not subject to the payment of any outgoings other than non-domestic local business rates and water and sewerage charges, rent, insurance and service charges and utility charges and all such outgoings have been paid when due and none is disputed.
- 20.8.3 No notice of any alleged breach of any covenants, restrictions, stipulations and other encumbrances affecting the Leased Premises has been received by any Target Group Company.
- 20.8.4 There are, so far as the Sellers are aware, no circumstances which (with or without taking other action) would entitle any third party to exercise a right of entry to, or take possession of, all or any part of the Leased Premises, or which would in any other way affect or restrict the continued possession, enjoyment or use of any of the Leased Premises (save as set out in the Leases).
- 20.8.5 No Target Group Company (nor so far as the Sellers are aware has anyone on its behalf) expressly waived any breach by any person of any covenant, agreement, restriction, stipulation or obligation relating to any of the Leased Premises or of which any of the Leased Premises have the benefit.

20.9 **Planning and use of Leased Premises**

- 20.9.1 The Leased Premises are actively used by the Target Group Company identified as the proprietor in Schedule 9 in connection with its business.
- 20.9.2 No Target Group Company has received notice that they have not obtained all necessary building regulation consents both in relation to any Target Group Company's current use of the Leased Premises and any alterations and improvements to the Leased Premises carried out by any Target Group Company.
- 20.9.3 No claim or liability (contingent or otherwise) has been received by any Target Group Company under the Planning Acts in respect of any of the Leased Premises, or any Statutory Agreement affecting any of the Leased Premises, and no notice of entry, notice, order resolution or proposal has been received by any Target Group Company for the compulsory acquisition, closing, demolition or clearance of any of the Leased Premises.

20.10 **Condition**

- 20.10.1 During the relevant period of occupation by a Target Group Company, so far as the Sellers are aware, none of the Leased Premises has suffered from any of the following:
 - (a) flooding;
 - (b) subsidence;
 - (c) heave;
 - (d) landslip;
 - (e) mining activities;
 - (f) structural defects;
 - (g) defects in the drains and services from time to time servicing the Leased Premises;

or

(h) dry rot, wet rot, rising damp or any infestation.

21. ENVIRONMENTAL MATTERS

21.1 In this paragraph 21:

“EHS Law” means all applicable Laws, judgments, orders, codes of practice and guidance notes, or any instruction, decision, permission, notice, or award of any competent regulatory body in force from time to time relating to EHS Matters;

“EHS Matters” means all or any matters relating to pollution or contamination of the Environment, and/or which have as their aim or effect the protection of or the prevention of harm to the Environment or human health and safety (including offences to senses), including without limitation matters relating to: Hazardous Substances or Waste (including the exposure thereto), and/or maintenance, remediation, reinstatement, restoration or replacement of the Environment or any part of it;

“EHS Permits” means all permits, licences, consents, permissions, awards, certificates, exemptions, registrations, notifications, filings or other authorisations, required by EHS Law;

“Environment” means any natural or man-made environment including any of all of the following media: air (including air within buildings or structures), water (including groundwater, surface water and water in watercourses, drains or sewers) or land (including land under water), and any ecological systems, living organisms (including man) and property; and

“Hazardous Substances” means in whatever form, any matter, material, substance or organism which, alone or in combination with any others, is capable of causing harm to the Environment, and in the case of man including offences to senses, including but not limited to any radioactive matter, asbestos, Japanese knotweed and genetically modified organisms.

“Waste” means any waste, including any by-product of an industrial process and anything that is discarded, disposed of, spoiled, abandoned, unwanted or surplus, irrespective of whether it is capable of being recovered or recycled or has any value.

21.2 Each Target Group Company has lawfully obtained all EHS Permits required in relation to such Target Group Company’s business and its use and occupation of the Leased Premises. No Target Group Company has received any notice of breach of any EHS Permit.

21.3 The Sellers have provided copies of all EHS Permits, reports, audits, investigations, assessments and records materially relevant to EHS Matters or compliance with EHS Laws, and all such copies are complete.

21.4 So far as the Sellers are aware, no works, upgrades, material changes in practices or operations, or costs, are or will be necessary to obtain or secure compliance with or maintain any EHS Permit, or otherwise to comply with EHS Law.

- 21.5 Each Target Group Company complies in all material respects with EHS Law.
- 21.6 There are, so far as the Sellers are aware, no facts or circumstances which are likely to give rise to any actual liability on the part of any Target Group Company in relation to EHS Matters.
- 21.7 No Target Group Company has given or received any warranties or indemnities, or entered into or may benefit from any other agreement in respect of any liabilities, duties or obligations that arise under EHS Laws.

Part C

Tax Warranties

1. GENERAL

- 1.1.1 Full provision or reserve (as appropriate) has been made in the Locked Box Accounts in accordance with GAAP for all Tax (whether actual, deferred, contingent or disputed) assessed or liable to be assessed on a Target Group Company or for which a Target Group Company is accountable in respect of all income, profits or gains earned, accrued or received on or before the Locked Box Date or deemed to have been or treated for taxation purposes as earned, accrued or received on or before the Locked Box Date, and in respect of any event occurring or deemed to have occurred on or before the Locked Box Date.
- 1.1.2 Since the Locked Box Date, no Tax has or may have arisen to a Target Group Company (or would have arisen but for the use of any available reliefs) other than in respect of normal trading income arising in the ordinary course of a Target Group Company's business.
- 1.1.3 No Target Group Company is, nor will become in respect of periods, part periods or events falling or occurring on or before Completion, liable to pay, or to pay any amount in respect of any Tax which is primarily chargeable to any other person. No Target Group Company is liable as an agent, permanent establishment or prescribed person for any Tax liability of another person.
- 1.1.4 No Target Group Company will suffer any liability to Tax or lose any Relief or allowances otherwise available to it in consequence of Completion, entering into this agreement or any other thing done pursuant to the terms of this agreement and the implementation of the transactions contemplated by it.

1.2 Returns and complianceⁱ

In respect of the seven year period preceding (and ending on) the Completion Date:

- 1.2.1 All notices, returns (including any land transaction returns), accounts, computations, statements, assessments, claims, disclaimers, elections and registrations and any other necessary information which have, or should have, been submitted by each Target Group Company to any Tax Authority for the purposes of Tax have been made on a proper basis, were submitted within applicable time limits and were accurate and complete in all material respects. None of the above is, or, so far as the Sellers are aware, is likely to be, the subject of any material dispute with any Tax Authority. Each Target Group Company has fully

complied on a timely basis with all material notices served on it and any other material requirements lawfully made of it by any Tax Authority.

- 1.2.2 Each Target Group Company has prepared, kept and preserved full, sufficient, accurate and up-to-date records, invoices and other information in relation to Tax as required by Law and to enable it to deliver correct and complete returns and to accurately calculate any present or, so far as possible, future liability for Tax of a Target Group Company.
- 1.2.3 Neither a Target Group Company, nor any of its directors or officers in their capacity as such, have within the last six years paid or become liable to pay, nor are there so far as the Sellers are aware, any circumstances which may cause any of them to become liable to pay, any material penalty, fine, surcharge or interest in connection with Tax.
- 1.2.4 No Tax Authority has agreed to operate any special arrangement (being an arrangement which is not based on a strict and detailed application of the relevant legislation, statements of practice or published extra-statutory concessions) in relation to a Target Group Company's affairs. No Target Group Company has waived any statute of limitations in respect of Taxes or Tax Returns or agreed to any extension of time with respect to a Tax assessment or deficiency (other than extensions granted automatically with respect to the filing of Tax Returns). No closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings relating to Taxes have been entered into or issued by any Authority with or in respect of any Target Group Company that would have effect after Completion.

1.3 **Payment of Tax**

Each Target Group Company has paid all Tax that it has become liable to pay and has not incurred any liability to pay any fine, penalty or interest in respect of Tax.

1.4 **VAT**

- 1.4.1 Each Target Group Company has complied with all Laws relating to VAT, has made and accounted for all payments of VAT due from it, has made and delivered all required VAT returns to applicable Tax Authorities, is not liable to pay any penalties for non-payment of VAT and has not been required to give security in respect of VAT.
- 1.4.2 No Target Group Company is and has never been treated for the purposes of sections 43 to 43C VATA 1994 (groups of companies) as a member of a group.
- 1.4.3 No Target Group Company owns any assets which are capital items subject to the capital goods scheme under Part XV of the Value Added Tax Regulations 1995, nor has exercised any option to tax under Part 1 of Schedule 10 to VATA 1994.
- 1.4.4 All supplies made by each Target Group Company are taxable supplies for VAT purposes. No Target Group Company has been, or will be, denied full credit for all input tax paid or suffered by it.

1.5 **Groups of companies**

- 1.5.1 Within the last seven years, there are no claims to or surrenders of group relief (within the meaning of Part 5 CTA 2010) by or to a Target Group Company which have yet to be finally agreed or determined, and no payments for group relief (within the meaning of Part 5 CTA

2010) by or to a Target Group Company which remain outstanding or could be reduced or increased.

- 1.5.2 No Target Group Company is and has within the last seven years been, party to any such arrangement as is mentioned in section 36 Finance Act 1998 (group payment arrangements).
- 1.5.3 No Target Group Company has within the last seven years entered into, or agreed to enter into, an election pursuant to section 171A of TCGA 1992, paragraph 16 of Schedule 26 to the Finance Act 2008, or section 792 of CTA 2009 (or paragraph 66 of Schedule 29 to the Finance Act 2002).

1.6 Transfer pricing

All transactions or arrangements made by each Target Group Company have been made on fully arm's length terms. There are no circumstances in which Part 4 of TIOPA 2010 or any similar legislation in any jurisdiction outside the United Kingdom could apply causing any Tax Authority to make an adjustment to the terms on which such transaction or arrangement is treated as being made for Tax purposes. Each Target Group Company has retained sufficient information, contemporaneous documents and records to enable it to comply with, or establish that it is not subject to the operation of Part 4 TIOPA 2010 or any similar legislation in any jurisdiction outside the United Kingdom.

1.7 Close companies

- 1.7.1 No distribution within section 1064 of CTA 2010 has been made by a Target Group Company during the six years ending at the Locked Box Date, nor have such distributions been made between the Locked Box Date and the date of this agreement.
- 1.7.2 No Target Group Company has made, or agreed to make, any loans or advances within sections 455, 459 and 460 of CTA 2010. No Target Group Company has released or written off, or agreed to release or write off, the whole or any part of any such loans or advances.

1.8 Employees

- 1.8.1 Each Target Group Company has complied fully with its legal obligations relating to PAYE, National Insurance contributions, the apprenticeship levy and any similar amounts payable to a Tax Authority outside the United Kingdom.
- 1.8.2 No Tax has arisen or is likely to arise to a Target Group Company as a result of any person acquiring, holding or disposing of shares or securities or an interest in shares or securities where the right or opportunity to acquire the same is or was available by reason of employment.
- 1.8.3 Any amounts paid by a Target Group Company to, or for the direct or indirect benefit of, a person who is or who may be regarded by any Tax Authority as an employee of a Target Group Company, or who would be regarded as such an employee but for the involvement of an intermediary company, has been made to that person directly and not to any company or other entity associated with that person.
- 1.8.4 No relevant step (within the meaning of Part 7A ITEPA 2003) has been taken in pursuance of, or in connection with, arrangements concerned with the position of rewards or recognition

or loans in connection with any employee or former employee (or any associate of such persons) of a Target Group Company.

- 1.8.5 The Target Shares were acquired at their unrestricted market value for the purposes of Chapter 2 of Part 7 of ITEPA 2003.

1.9 **Stamp taxes**

- 1.9.1 There is no document or instrument to which a Target Group Company is a party, or which is necessary to establish a Target Group Company's rights in, or title to, any asset, which is or could become liable to stamp duty (or any similar duty or tax in a jurisdiction outside the United Kingdom) which has not been duly stamped. No such documents which are outside the United Kingdom would attract stamp duty if they were brought into the United Kingdom.
- 1.9.2 Neither entering into this agreement nor Completion will result in the withdrawal of a stamp duty, stamp duty land tax or land transaction tax relief granted on or before Completion which will affect a Target Group Company.
- 1.9.3 No circumstances exist under which paragraph 5 or paragraph 12 of Schedule 7 to the Finance Act 2003 (recovery of relief from another Target Group Company or controlling director) or paragraph 13 of Schedule 16 or paragraph 8 of Schedule 17 to the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017 (recovery of group relief from another Target Group Company or controlling director) could apply to a Target Group Company.
- 1.9.4 The Disclosure Letter sets out full and accurate details of any chargeable interest (as defined under section 48 of the Finance Act 2003) or section 4 of the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017) acquired or held by the Group before Completion in respect of which an additional land transaction return will be required to be filed with a Tax Authority or a payment of stamp duty land tax made on or after Completion.

1.10 **International**

Each Target Group Company was incorporated in, and is and always has been resident only in, its country of incorporation for Tax purposes and for the purposes of any double taxation agreement. No Target Group Company is liable to, and has at no time incurred any, Tax in any jurisdiction other than its jurisdiction of incorporation.

1.11 **Construction Industry Scheme**

No Target Group Company is required to register as a contractor under the provisions of section 59 of the Finance Act 2004 and the expenditure incurred by the relevant Target Group Company on construction, refurbishment and fitting-out works in each of the three years ending on the Locked Box Date and during the period since the Locked Box Date as to the date of Completion is, in each case, less than £1 million. No Target Group Company is a sub-contractor (as that term is defined under the provisions of section 58 of the Finance Act 2004) in respect of any contract it is party to.

1.12 **Chargeable gains**

The gross book value shown in, or adopted for the purposes of, each of the balance sheet comprised in the Locked Box Accounts as the value of each of the assets of a Target Group

Company, on the disposal of which a chargeable gain or allowable loss could arise, does not exceed the amount which on a disposal of such asset at the date of this agreement would be deductible, in each case, disregarding any statutory right to claim any allowance or relief other than amounts deductible under section 38 TCGA 1992.

1.13 **Capital allowances**

No Target Group Company has claimed first-year tax credits within the meaning of Schedule A1 of CAA 2001, business renovation allowances under Part 3A of CAA 2001, flat conversion allowances under Part 4A of CAA 2001 or owned at the Balance Sheet Date any asset which, if disposed of at the date of this agreement for consideration equal to its net book value as included in the balance sheet comprised in the Locked Box Accounts would give rise to a balancing charge or clawback of allowances.

1.14 **Anti-avoidance**

- 1.14.1 In the last seven years, no Target Group Company has been engaged in, or been a party to, a scheme or arrangement of which the main purpose, or one of the main purposes, was the avoidance of Tax or the obtaining of a Tax advantage.
- 1.14.2 No Target Group Company has at any time been a party to or otherwise involved in a transaction or series of transactions in relation to which advisers considered that there was a risk that a Target Group Company could be liable to Tax as a result of the principles in *W. T. Ramsey Limited v IRC* (54 TC 101) or *Furniss v Dawson* (55 TC 324), as developed in subsequent cases, or as a result of the principles in *Halifax* (C-255/02) as developed in subsequent cases.
- 1.14.3 No Target Group Company has entered into any notifiable arrangements for the purposes of Part 7 of the Finance Act 2004, any notifiable contribution arrangement for the purpose of the National Insurance Contribution (Application of Part 7 of the Finance Act 2004) Regulations 2007 (SI 2007/785) or any notifiable schemes for the purposes of Schedule 11A to VATA 1994.
- 1.14.4 No person, acting in the capacity of an associated person (as defined in section 44(4) of the Criminal Finances Act 2017 (“**CFA 2017**”)) of a Target Group Company has committed:
 - (a) a UK tax evasion facilitation offence under section 45 CFA 2017; or
 - (b) a foreign tax evasion facilitation offence under section 46 CFA 2017.
- 1.14.5 Each Target Group Company has in place (and has had in place at all times since 30 September 2017) such prevention procedures (as defined in sections 45(3) and 46(4) CFA 2017) as are proportionate to its business risk and are in line with any guidance published from time to time pursuant to section 47 CFA 2017.
- 1.14.6 No Target Group Company nor any of their associated persons (as defined in section 44(4) CFA 2017) is or has been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence under Part 3 CFA 2017, and no such investigation, inquiry or enforcement proceedings have been threatened or, so far as the Sellers are aware, are pending and, so far as the Sellers are aware, there are no circumstances likely to give rise to any such investigation, inquiry or proceedings.

1.15 Research and development tax relief

No Target Group Company has received tax relief under either Chapter 6A of Part 3 CTA 2009 or Part 13 CTA 2009 the amount of which was subsequently wholly or partly recovered by the Taxation Authority.

1.16 COVID

- 1.16.1 in relation to the support measures provided by the Government in response to the coronavirus pandemic, no Target Group Company has deferred the payment of any VAT liability due where that VAT liability has not yet been settled with HMRC.
- 1.16.2 in relation to the support measures provided by the Government in response to the coronavirus pandemic, no Target Group Company has deferred the payment of any income tax or corporation tax self-assessment payment on account where that payment on account has not yet been made to HMRC.
- 1.16.3 in relation to the support measures provided by the Government in response to the coronavirus pandemic, no Target Group Company has entered into a "time to pay" arrangement with HMRC.
- 1.16.4 None of the Target Shares have been the subject of a transfer in respect of which an electronic notification to HMRC of the stamp duty due has been made where the instrument transferring those shares or securities has not yet been impressed with a physical stamp denoting the stamp duty paid (or, as the case may be, denoting that stamp duty is not payable).

SCHEDULE 7

Tax indemnity

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

1.1.1 The definitions and rules of interpretation in this paragraph apply in this Schedule 7. In the event of any conflict between clause 1 and paragraph 1 of this Schedule 7, the provisions of paragraph 1 shall prevail with regards to the interpretation of this Schedule 7 (and the provisions of clause 1 shall prevail with regards to the interpretation of this Agreement other than this Schedule 7).

1.1.2 In this Schedule 7:

“Accounts Relief” means:

- (a) any Relief (including the right to a repayment of Tax) that has been shown as an asset in the Locked Box Accounts; and
- (b) any Relief that has been taken into account in computing (and so reducing or eliminating) any provision for deferred Tax in the Locked Box Accounts.

“Buyer’s Relief” means:

- (a) any Accounts Relief;
- (b) any Relief which arises in connection with any Event occurring after the Locked Box Date; and

any Relief, whenever arising, of Buyer or any member of Buyer’s Tax Group other than a Target Group Company;

“Buyer’s Tax Group” means Buyer and any other company or companies which are from time to time treated as members of the same group as, or otherwise connected or associated in any way with, Buyer for any Tax purpose.

“CJR Scheme” means the HM Treasury scheme to retain jobs during the COVID-19 pandemic known as the Coronavirus Job Retention Scheme, the terms of which are set out in Treasury Directions dated 15 April, 20 May and 25 June 2020 under sections 71 and 76 of the Coronavirus Act 2020 (or any further such directions, regulations or legislation replacing or amending the same);

“Covid-19 Measure” means any measure or scheme (including the CJR Scheme) either (i) introduced under the Coronavirus Act 2020, or (ii) introduced as a result of and in connection with the COVID-19 pandemic by any government, public authority or Tax Authority;

“Event” includes the expiry of a period of time, a Target Group Company becoming or ceasing to be associated with any other person for any Tax purpose or ceasing to be or becoming resident in any country for any Tax purpose, the death or the winding up or

dissolution of any person, the earning, receipt or accrual for any Tax purpose of any income, profit or gains, the incurring of any loss or expenditure, and any transaction (including the execution and completion of all provisions of this agreement), event, act or omission whatsoever, and any reference to an Event occurring on or before a particular date shall include Events which, for Tax purposes, are deemed to have, or are treated or regarded as having, occurred on or before that date.

“Liability for Taxation” means:

- (c) any liability of a Target Group Company to make a payment of or in respect of Tax whether or not the same is primarily payable by a Target Group Company and whether or not a Target Group Company has or may have any right of reimbursement against any other person or persons, in which case the amount of the Liability for Taxation shall be the amount of the actual payment;
- (d) the Loss of any Accounts Relief, in which case the amount of the Liability for Taxation will be the amount of Tax which would (on the basis of Tax rates current at the date of such Loss) have been saved but for such Loss, assuming for this purpose that a Target Group Company had sufficient profits or was otherwise in a position to use the Relief or where the Relief is the right to repayment of Tax or to a payment in respect of Tax, the amount of the repayment or payment; and

the use or setting off of any Buyer’s Relief in circumstances where, but for such set-off or use, a Target Group Company would have had a liability to make a payment of or in respect of Tax for which Buyer would have been able to make a claim against Sellers under this Schedule 7, in which case, the amount of the Liability for Taxation shall be the amount of Tax for which Sellers would have been liable but for such set off or utilisation.

“Relief” includes any loss, relief, allowance, credit, exemption or set off in respect of Tax or any deduction in computing income, profits or gains for the purposes of Tax and any right to a repayment of Tax or to a payment in respect of Tax.

“Saving” means the reduction or elimination of any liability of a Target Group Company (at a time when the Target Group Company is a member of Buyer’s Tax Group) to make an actual payment of corporation tax in respect of which Sellers would not have been liable under paragraph 2, by the use of any Relief arising wholly as a result of a Liability for Taxation in respect of which Sellers have made a payment under paragraph 2 of this Schedule 7.

“Straddle Period” is defined in paragraph 2.1.1(a).

“Tax” means all forms of taxation and statutory, governmental, state, federal, provincial, local government charges, duties, levies, imposts, contributions, withholdings, social security premiums or contributions, or amounts in the nature thereof whether of the United Kingdom or any other jurisdiction collected or assessed by, or payable to, any relevant tax Authority and including the clawback or other recovery of any credit or other amount previously paid by a Tax Authority (irrespective of the person to which any such taxation, charges, duties, levies, imposts, contributions, withholdings or amounts are directly or primarily chargeable) and all penalties, fines, charges and interest incidental or relating to any of the foregoing or

resulting from a failure to comply with the provisions of any Law relating to taxation (and “**Taxation**” shall be construed accordingly).

“**Tax Authority**” means any government, state or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect Tax in the United Kingdom or elsewhere.

“**Tax Claim**” means a claim by Buyer under the provision of this Schedule 7 or a claim under the Tax Warranties.

“**Tax Demand**” means any assessment, notice, demand, letter or other document issued or action taken by or on behalf of any Tax Authority, self-assessment or other occurrence from which it appears that Buyer or a Target Group Company is or may be subject to a Liability for Taxation or other liability in respect of which Sellers are or may be liable under this Schedule 7.

“**Tax Loss**” means any reduction, modification, loss, counteraction, nullification, failure to obtain, utilisation, disallowance or clawback for whatever reason.

1.2 **Interpretation**

- 1.2.1 References to gross receipts, income, profits or gains earned, accrued or received shall include any gross receipts, income, profits or gains deemed pursuant to the relevant Tax Law to have been or treated or regarded as earned, accrued or received.
- 1.2.2 References to a repayment of Tax shall include any repayment supplement or interest in respect of it.
- 1.2.3 Any reference to something occurring in the ordinary course of business shall not include:
 - (a) anything that involves, or leads directly or indirectly to, any liability of a Target Group Company to Tax that is, or but for an election would have been, the primary liability of, or properly attributable to, or due from another person (other than a member of Buyer’s Tax Group);
 - (b) anything that relates to, or involves the acquisition or disposal of, an asset or the supply of services (including the lending of money, or the hiring or licensing of tangible or intangible property) in a transaction which is not entered into on arm’s length terms;
 - (c) any Leakage or any matter that gives rise to Leakage or results from Leakage;
 - (d) anything that relates to, or involves the making of, a distribution or deemed distribution for Tax purposes, the creation, cancellation or re-organisation of share or loan capital, the creation, cancellation or repayment of any connected-party debt or a Target Group Company becoming or ceasing to be or being treated as ceasing to be a member of a group of companies or becoming or ceasing to be associated or connected with any other company for any Tax purposes;

- (e) anything which relates to any scheme, transaction or arrangement designed partly or wholly or containing steps or stages partly or wholly for the purpose of avoiding or reducing or deferring a Liability for Taxation or that gives rise to a duty to notify a Tax Authority under any legislation introduced to counter tax avoidance;
 - (f) anything that gives rise to a Liability for Taxation on deemed (as opposed to actual) profits or to the extent that it gives rise to a Liability for Taxation on an amount of profits greater than the difference between the sale proceeds of an asset and the amount attributable to that asset in the Locked Box Accounts;
 - (g) anything that involves, or leads directly or indirectly to, a change of residence of a Target Group Company for Tax purposes; or
 - (h) any liability arising as a result of the failure to properly deduct or account for Tax, or to comply with the provisions of any Tax legislation or subordinate legislation (including regulations) and any act, omission or transaction that gives rise to any fine, penalty, surcharge, interest or other imposition relating to any Tax.
- 1.2.4 Unless the contrary intention appears, words and expressions defined in this Agreement have the same meaning in this Schedule 7 and any provisions in this Agreement concerning matters of construction or interpretation also apply in this Schedule 7.
- 1.2.5 Any stamp duty which is charged on any document, or in the case of a document which is outside the United Kingdom, any stamp duty which would be charged on the document if it were brought into the United Kingdom, which is necessary to establish the title of a Target Group Company to any asset, and any interest fine or penalty relating to such stamp duty, shall be deemed to be a liability of a Target Group Company to make an actual payment of Taxation in consequence of an Event arising on the last day on which it would have been necessary to pay such stamp duty in order to avoid any liability to interest or penalties arising on it.
- 1.2.6 References to the due date for payment of any Tax shall mean the last day on which that Tax may, by law, be paid without incurring any penalty, fine, surcharge, interest, charges, costs or other similar imposition (after taking into account any postponement of the date that was obtained for the payment of that Tax).
- 1.2.7 For the purposes of this Schedule 7 and in particular for computing any Liability for Taxation or Relief and for determining whether and to what extent a Liability for Taxation or a Relief relates to pre– or post– the Locked Box Date, an accounting period of the Target shall be deemed to have ended on the Locked Box Date and the Locked Box Date shall be deemed to be an accounting date of the Target.

2. COVENANT

2.1 Sellers' liability

- 2.1.1 The Sellers covenant with Buyer that, subject to the provisions of this Schedule 7, the Sellers (other than the Optionholders) shall be jointly and severally liable, and each of the Optionholders shall be severally liable, to pay to the Buyer an amount equal to any:
- (a) Liability for Taxation resulting from, or by reference to, any Event occurring (or treated for tax purposes as occurring) on or before Completion or in respect of any

gross receipts, income, profits or gains earned, accrued or received by a Target Group Company on or before Completion, whether or not such liability has been discharged on or before Completion and in the case of any taxable period that includes but does not end on Completion (a “**Straddle Period**”), the amount of Tax allocable to the portion of the Straddle Period ending on Completion shall be determined as if such taxable period ended as of the close of business on the date of Completion;

- (b) Liability for Taxation, including liability for payments in respect of Taxation, which arises solely as a result of the relationship for Tax purposes of a Target Group Company with any person other than a member of Buyer’s Tax Group, whensoever arising;
- (c) Liability for Taxation which arises as a result of any Event which occurs after Completion pursuant to a legally binding obligation (whether or not conditional) entered into by a Target Group Company on or before Completion otherwise than in the ordinary course of business;
- (d) Liability for Taxation which arises at any time (being a liability for a Target Group Company to account for income tax or national insurance contributions) in respect of any acquisition, holding or disposal of employment-related securities (as defined for the purposes of Part 7 of ITEPA 2003) where the acquisition of the security occurred on or before Completion;
- (e) Liability for Taxation that arises at any time under Part 7A of ITEPA 2003 including any liability arising as a consequence of any payments or loans made to, any assets made available or transferred to, or any assets earmarked, however informally, for the benefit of, any employee or former employee of a Target Group Company, or for the benefit of any relevant person, by an employee benefit trust or another third party where the arrangement giving rise to the charge was entered into at a time when the third party was acting on the instructions of, or for the benefit of, Sellers, Sellers Representative or any associate of any of the foregoing;
- (f) any Liability for Taxation which is a liability for inheritance tax which:
 - (i) is a liability of a Target Group Company and arises as a result of a transfer of value occurring or being deemed to occur on or before Completion (whether or not in conjunction with the death of any person whensoever occurring); or
 - (ii) has given rise at Completion to a charge on, or a power to sell, mortgage or charge, any of a Target Group Company Shares or assets of a Target Group Company; or
 - (iii) gives rise after Completion to a charge on, or a power to sell, mortgage or charge, any of a Target Group Company Shares or the assets of a Target Group Company as a result of the death of any person within seven (7) years of a transfer of value which occurred before Completion;
- (g) any liability of a Target Group Company to make a payment or repayment (including any related interest or penalty) to any Tax Authority arising in connection

with a Target Group Company failing to comply with the requirements of any Covid-19 Measure before Completion; and

- (h) reasonable costs and expenses (including legal costs) on a full indemnity basis properly incurred by Buyer or a Target Group Company or any member of Buyer's Tax Group in connection with any Liability for Taxation or other liability in respect of which Sellers are liable under this Schedule 7 or for a breach of the Tax Warranties, any Tax Demand or taking or defending any action under this Schedule 7 or in respect of a claim for a breach of the Tax Warranties.

- 2.1.2 For the purposes of this Schedule 7, in determining whether a charge on or power to sell, mortgage or charge any of the shares or assets of the a Target Group Company exists at any time, the fact that inheritance tax is not yet payable, or may be paid by instalments shall be disregarded and the inheritance tax shall be treated for the purposes of this Schedule 7 as becoming due, and a charge or power to sell, mortgage or charge as arising, on the date of the transfer of value or other date or Event on or in respect of which it becomes payable or arises, and the provisions of section 213 of the Inheritance Tax Act 1984 (refund by instalments) shall not apply.

3. PAYMENT DATE AND INTEREST

3.1 Payment timetable

Payment by the Sellers in respect of any liability under this Schedule 7 must be made in cleared and immediately available funds on the following days:

- (a) in the case of a Liability for Taxation that involves an actual payment of, or in respect of Tax, the later of seven Business Days before the due date for payment and seven Business Days after the date on which Buyer serves notice on Sellers' Representative requesting payment; or
- (b) in the case of the loss of a right to repayment of Tax or a liability under paragraph 2.1.1(h), seven Business Days following the date on which Buyer serves notice on Sellers' Representative requesting payment; or
- (c) in a case that involves the loss of a Relief (other than a right to repayment of Tax), the last date upon which the Tax is or would have been required to be paid to the relevant Tax Authority in respect of the earlier of:
 - (i) the period in which the Tax Loss of the Relief gives rise to an actual liability to pay tax; or
 - (ii) the period in which the Tax Loss of the Relief occurs (assuming for this purpose that a Target Group Company had sufficient profits or was otherwise in a position to use the Relief); or
- (d) in a case that falls within paragraph (c) of the definition of "Liability for Taxation", the date upon which the Tax saved by a Target Group Company is or would have been required to be paid to the relevant Tax Authority.

3.2 Interest

If any sums required to be paid by the Sellers under this Schedule 7 are not paid on the date specified in paragraph 3.1, then, except to the extent that the Sellers' liability under paragraph 2 compensates the Buyer for the late payment by virtue of it extending to interest and penalties, such sums shall bear interest (which shall accrue from day to day after as well as before any judgment for the same) at the rate of 2% per annum over the base rate from time to time of Barclays Bank plc or (in the absence thereof) at such similar rate as Buyer shall select from the day following the due date for payment up to and including the day of actual payment of such sums, such interest not to be compounded .

4. EXCLUSIONS AND LIMITATIONS

4.1 Applicable exclusions

4.1.1 The covenant contained in paragraph 2 shall not cover any Liability for Taxation to the extent that:

- (a) specific provision or reserve for such Liability for Taxation was included in the Locked Box Accounts;
- (b) such Liability for Taxation was discharged on or before Completion and the discharge of such Liability for Taxation was reflected in the Locked Box Accounts and/or the Locked Box Memorandum;
- (c) it arises or is increased as a result only of any change in the law of Tax (other than a change targeted specifically at countering a tax avoidance scheme) announced and coming into force after Completion (whether relating to rates of Tax or otherwise) or the withdrawal of any published extra-statutory concession previously made by a Tax Authority (whether or not the change is retrospective in whole or in part), provided that this Paragraph 4.1.1(c) will not apply to any payment made under paragraph 8; or
- (d) it would not have arisen but for a change after Completion in the accounting policies and practices of the Group (other than a change made in order to comply with UK GAAP or applicable Law); or
- (e) Buyer is compensated for the Liability for Taxation under any other provision of this agreement or under the W&I Policy; or
- (f) there is available to a Target Group Company a Relief which is not a Buyer's Relief to set against or otherwise mitigate the Liability for Taxation (including for the avoidance of doubt any unused tax losses of any Target Group Company); or
- (g) it would not have arisen but for a voluntary act, transaction or omission of a Target Group Company or Buyer or any member of Buyer's Tax Group outside the ordinary course of business after Completion and which Buyer was aware or ought reasonably to have been aware would give rise to the Liability for Taxation or other liability in question; or
- (h) in each case save as may be required by applicable Law or GAAP, it arises in consequence of, or would have been reduced or eliminated but for:

- (i) the making or giving of any claim election surrender revision or disclaimer or the giving of any notice or consent by the Buyer or the Group after Completion, the giving, making or doing of which was not assumed in computing the provision or reserve for Taxation made in the Locked Box Accounts or otherwise taken into account in the preparation of the Locked Box Accounts including any right to repayment of Taxation which appears in the Locked Box Accounts; or
- (ii) a failure on the part of Buyer or the Group after Completion to make any claims, election, surrender or disclaimer or to give any notice or consent or do any other thing after Completion the making, giving, or doing of which was taken into account in computing the provision or reserve for Taxation made in the Locked Box Accounts or was otherwise taken into account in the preparation of the Locked Box Accounts and which has been notified to the Buyer with specific reference to this paragraph 4.1(i)(ii) prior to Completion; or
- (iii) the withdrawal or amendment by the Group after Completion of any claim, election, surrender, disclaimer, notice or consent made by the Group prior to Completion which is taken into account in computing and so reducing any provision which appears in the Locked Box Accounts or eliminating any provision which would otherwise have appeared in the Locked Box Accounts or in computing any right to repayment of Taxation which appears in the Locked Box Accounts;

4.1.2 For the purposes of paragraph 4.1.1(g), an act will not be regarded as voluntary if it is the submission of a Tax return or is undertaken pursuant to a legally binding obligation entered into by a Target Group Company on or before Completion or imposed on a Target Group Company by any legislation (including applicable GAAP) whether coming into force before, on or after Completion or for the purpose of avoiding or mitigating a penalty imposable by such legislation, or if carried out at the written request of Sellers.

5. SAVINGS

If (at Sellers' Representative's request and expense) the auditors for the time being of the Group determine that a Target Group Company has obtained a Saving, Buyer shall as soon as reasonably practicable thereafter (re)pay to Sellers, after deduction of any amounts then due by Sellers, the lesser of:

- (a) the amount of the Saving (as determined by the auditors) less any costs incurred by Buyer or a Target Group Company; and
- (b) the amount paid by the Sellers under paragraph 2 in respect of the Liability for Taxation which gave rise to the Saving less any part of that amount previously repaid to the Sellers under any provision of this Schedule 7 or otherwise.

6. RECOVERY FROM THIRD PARTIES

6.1 W&I Insurance

The Sellers shall not be liable in respect of any Tax Indemnity Claim to the extent that the loss or damage giving rise to such Tax Indemnity Claim has been recovered by the Buyer or any member of the Enlarged Group under the W&I Policy and for the avoidance of doubt the liability of the Sellers in respect of any Tax Indemnity Claim is as set out in clause 13 of this Agreement.

6.2 Entitlement to recover

Where the Sellers have paid an amount in full discharge of a liability under paragraph 2 in respect of any Liability for Taxation and a Target Group Company or the Buyer is or becomes entitled to recover from some other person (not being Buyer, a Target Group Company or any other company within the Buyer's Tax Group), any amount in respect of such Liability for Taxation, the Buyer shall or procure that the relevant Target Group Company shall:

- (a) notify the Sellers' Representative of the Sellers' entitlement as soon as reasonably practicable; and
- (b) if required by the Sellers' Representative and, subject to Buyer or the relevant Target Group Company being indemnified by Sellers against any Tax that may be suffered on receipt of that amount and any costs and expenses reasonably incurred in recovering that amount, take or procure that the relevant Target Group Company takes all reasonable steps to enforce that recovery against the person in question (keeping Sellers' Representative reasonably informed of the progress of any action taken) provided that Buyer shall not be required to take any action pursuant to this paragraph 6.2, which, in Buyer's reasonable opinion, is likely to harm to a material extent its or the Target Group's commercial or employment relationship (potential or actual) with that or any other person.

6.3 Accounting for recovery

If the Buyer or any Target Group Company recovers any amount referred to in paragraph 6.2, the Buyer shall account to the Sellers for the lesser of:

- (a) any amount recovered (including any related interest or related repayment supplement) less any Tax suffered in respect of that amount and any costs and expense reasonably incurred in recovering that amount (save to the extent that amount has already been made good by Sellers under paragraph (a)); and
- (b) the amount paid by the Sellers under paragraph 2 in respect of the Liability for Taxation in question.

7. CORPORATION TAX RETURNS

7.1 Subject to this paragraph 7, the Buyer will have exclusive conduct of all Tax affairs of a Target Group Company after Completion.

7.2 The Buyer will not submit any substantive correspondence or submit, agree, amend or withdraw any return or computation in each case in respect of a Target Group Company for any accounting period prior to Completion to any Tax Authority without giving the Sellers' Representative a reasonable opportunity to comment and taking account of the Sellers' Representative's reasonable representations where such correspondence, submission,

agreement, amendment or withdrawal could give rise to a Specific Indemnity Claim or relates to the subject matter of a Specific Indemnity Claim.

- 7.3 For the avoidance of doubt the provisions of clause 11 of this Agreement shall prevail over the provisions of this paragraph 7.

8. GROSSING UP

8.1 Deductions or withholdings

All sums payable by the Sellers to the Buyer under this Agreement shall be paid free and clear of all deductions or withholdings whatsoever unless the deduction or withholding is required by Law. If any deductions or withholdings are required by Law to be made from any of the sums payable under this agreement, the Sellers shall pay to the Buyer such sum as will, after the deduction or withholding has been made, leave the Buyer with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

8.2 Taxation liability

- 8.2.1 If the Buyer incurs a Tax liability which results from, or is calculated by reference to, any sum paid under this agreement, the amount so payable shall be increased by such amount as will ensure that, after payment of the Tax liability, the Buyer is left with a net sum equal to the sum it would have received had no such Tax liability arisen.
- 8.2.2 If the Buyer would, but for the availability of a Buyer's Relief, incur a Tax liability falling within paragraph 8.2, the Buyer shall be deemed for the purposes of that paragraph to have incurred and paid that liability.
- 8.2.3 If the Buyer assigns the benefit of this Tax Covenant or this Agreement, the Sellers shall not be liable under paragraph 8.1 or 8.2, except if and to the extent that the Sellers would have been so liable had that assignment not occurred.

9. GENERAL

All payments made by the Sellers to the Buyer or by the Buyer to the Sellers in accordance with this Schedule 7 will be treated, to the extent possible, as an adjustment to the Price.

SCHEDULE 8**Part 1 - Locked Box Memorandum**

Project Alpha
EV to equity bridge
(£000s)

Enterprise value	24,000
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Cash	2,144	2,144
Cash like/(debt like) items per 31 August 2021 balance sheet		
Director loan account	284	
Deferred tax asset	4	
Corporation tax	(317)	
Ireland NI provision	(118)	
Alchemy tax scheme provision	(254)	
CBILS loan	(219)	
Net cash like / (debt like)		(620)
Staff transaction bonuses (net of EBT proceeds and CT relief)	(407)	
Director loan account drawings from Sep 21- Jan 22	(100)	
Director loan account receivable increase	100	
Alchemy tax scheme cash payments	(58)	
Alchemy tax payable decrease	58	
Ireland NI provision cash payments	(118)	
Ireland NI provision payable decrease	118	
CBIL principal repayment	(52)	
CBIL principal repayment - payable decrease	52	
CBIL principal repayment	(167)	
CBIL principal repayment - payable decrease	167	
Alchemy tax scheme cash payments	(196)	
Alchemy tax payable decrease	196	
EMI corporation tax credit (deferred tax asset)	462	

Project Alpha costs	(473)	
Ian B amounts paid by the Company	(37)	
Ian B amounts owed to Company - repayment on completion	37	
Identified leakage and balance sheet movements		(418)
Adjusted NWC as of 31 August 2021	1,027	
Target working capital	(1,056)	
Working capital adjustment		(29)
Sub-total		1,077
Buyer contribution to transaction costs	116	
EBT wind up costs	5	
Separate adjustments agreed between the parties		121
Equity value of ordinary shares (before profit accrual)		25,198
(+) Profit accrual (from Locked Box Date to completion)		456
Equity value of ordinary shares		25,654

Part 2 – Locked Box Accounts

Project Alpha
Balance sheet classification - 31 August
2021
(£000s)

	Stat Pres.	Net WC	Net cash/debt	Other
Tangible assets	14	-	-	14
Intangible assets	18	-	-	18
Deferred tax	4	-	4	-
Non-current assets	36	-	4	32
Cash	2,144	-	2,144	-
Trade debtors	1,393	1,393	-	-
Prepayments and accrued income	199	199	-	-
Other debtors	40	40	-	-
Directors loan accounts	284	-	284	-
VAT	32	32	-	-
Current assets	4,092	1,664	2,428	-
Trade creditors	(303)	(303)	-	-

Accruals and deferred income	(381)	(381)	-	-
Other creditors	1	1	-	-
Corporation tax	(257)	-	(257)	-
Other taxations and social security	(54)	(54)	-	-
Provisions - Ireland NI	(118)	-	(118)	-
Provisions - Spain NI	(99)			(99)
Provisions - alchemy ADAMAS	(106)	-	(106)	-
Provisions - alchemy P&G	(148)		(148)	
Intercompany	(24)	-	-	(24)
CBILS loan	(219)	-	(219)	-
Current liabilities	(1,709)	(737)	(848)	(124)
Net assets	2,420	927	1,585	(92)

Part 3 – Agreed Payments

	£GBP
Transaction Bonuses including national insurance (before EBT Proceeds and corporation tax relief)	645,397
Directors's Loan Account drawings from Sep 21- Jan 22	100,000
Alchemy Tax Scheme payments from Sep 21- Jan 22	57,770
Interest and NI provisions on cash payments from Sep 21- Jan 22	117,648
CBILS Loan principal repayment from Sep 21- Jan 22	52,080
Alchemy Tax Scheme settlement payments from Feb 22	196,413
CBILS Loan principal settlement repayment from Feb 22 (interest covered by Profit Accrual working)	166,670
Project Alpha costs net of VAT (includes contingency of £20,000)	473,337
Alan B PAYE/NI settlement Nov 22 (based on estimated foreign exchange rate)	37,150
Corporation tax provisions on estimate as at 31 August 21 per the Locked Box	317,216
Capex deducted in the calculation of the Profit Tracker	21,952
Interest deducted in the calculation of the Profit Tracker	2,761

Estimated tax deducted in the calculation of the Profit Ticker	92,116
Estimated tax withholding in respect of Ian Montague's sales proceeds (any additional amounts to be settled with an Montague personally) of 848,370	848,370

SCHEDULE 9

Leased Premises

- the premises at Unit 7 at Wellington Business Park, Dukes Ride, Crowthorne, Berkshire, RG45 6LS;
- White Hall, Mezzanine Floor 'B', 143 August Kranti Marg, Mumbai-400036, India; and
- 300 Brickstone Square, Suite 201, Andover, MA 01810, USA, being occupied pursuant to the office rental agreement between (1) Adamas Consulting, LLC; and (2) Regus Management Group, LLC dated 18 May 2021.

SIGNATURE PAGE TO SALE AND PURCHASE AGREEMENT

IN WITNESS THIS DEED has been executed by the Parties and is intended to be and is delivered on the date appearing on its first page.

EXECUTED as a **DEED** by **ERGOMED PLC**

acting by a director and the company secretary

.....

Director

.....

Company secretary

EXECUTED as a **DEED** by

[REDACTED]

[REDACTED]

in the presence of:

[REDACTED]

Witness signature

[REDACTED]

Name of witness

[REDACTED]

.....

.....

Address of witness

EXECUTED as a **DEED** by

[REDACTED]

[REDACTED]

in the presence of:

[REDACTED]

Witness signature

[REDACTED]

Name of witness

[REDACTED]

.....

.....

Address of witness

EXECUTED as a **DEED** by

[REDACTED]

[REDACTED]

in the presence of:

[REDACTED]

Witness signature

[REDACTED]

Name of witness

[REDACTED]

.....

.....

Address of witness

EXECUTED as a **DEED** by

[REDACTED]

in the presence of:

.....

Witness signature

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Name of witness

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Address of witness

EXECUTED as a **DEED** by [redacted]
[redacted]

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in the presence of:

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Witness signature

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Name of witness

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.....

.....

Address of witness

EXECUTED as a **DEED** by [redacted]

[redacted]
.....

in the presence of:

[redacted]
.....

Witness signature

[redacted]
.....

Name of witness

[redacted]
.....

.....

.....

Address of witness