

EXECUTION VERSION

DATED 5 AUGUST 2020

- (1) **THOSE PERSONS WHOSE DETAILS ARE SET OUT IN SCHEDULE 1**
- (2) **NETSCIENTIFIC PLC**
- (3) **WHI IRELAND LIMITED**

RELATIONSHIP AND LOCK-IN AGREEMENT

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THIS AGREEMENT is made the 5th day of August 2020

BETWEEN

- (1) **THOSE PERSONS** whose details are set out in Schedule 1 (together, the **Significant Shareholders** and each a **Significant Shareholder**);
- (2) **NETSCIENTIFIC PLC**, a company incorporated under the laws of England and Wales with company number 08026888 whose registered office is at C/O Wilkins Kennedy LLP Anglo House, Bell Lane Office Village, Bell Lane, Amersham, Buckinghamshire, HP6 6FA (the **Company**); and
- (3) **WH IRELAND LIMITED**, a company incorporated under the laws of England and Wales with company number 02002044 whose registered office is at 24 Martin Lane, London, EC4R 0DR (**WHI**).

WHEREAS

- (A) The Company is intending to acquire all of the issued share capital of EMV Capital Ltd (company number 11412783) (the **Acquisition**) in an all-share transaction.
- (B) The Company is undertaking a capital reorganisation pursuant to which the Ordinary Shares will be sub-divided and consolidated such that there will be 7,856,187 Ordinary Shares in issue following the reorganisation and prior to the Acquisition and Placing and up to 14,916,128 Ordinary Shares in issue at Admission.
- (C) As part of the Acquisition, 3,521,480 new Ordinary Shares are due to be issued to Futura Messis Group Ltd and, pursuant to the Placing, up to 999,999 new Ordinary Shares are due to be issued to certain of the Significant Shareholders.
- (D) The Company is seeking admission of the New Ordinary Shares, both issued pursuant to the Placing and the Consideration Shares, to the AIM market of the London Stock Exchange.
- (E) WHI is acting as nominated advisor to the Company in connection with Admission (as defined below).
- (F) On Admission the Significant Shareholders will hold legal and beneficial title to, in aggregate, 6,876,416 Ordinary Shares, equivalent to approximately 46% per cent. of the Ordinary Shares and Voting Rights (as such terms are defined below).
- (G) WHI requires the Significant Shareholders to enter into this Agreement restricting their ability to sell their respective Consideration Shares for the period of time referred to in this Agreement.
- (H) It is the intention of the parties that this document should be executed as a deed.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATIONS

1.1 The following definitions apply:

Admission	admission of the New Ordinary Shares to trading on AIM becoming effective in accordance with the AIM Rules;
AIM	the market of that name operated by the London Stock Exchange;
AIM Rules	the AIM Rules for Companies (as amended from time to time) as published by London Stock Exchange;
Applicable Law	the Companies Act 2006, the AIM Rules and the Takeover Code;
Articles	the Company's articles of association as adopted from time to time;
Board	the board of directors of the Company from time to time;
Board Committee	a committee of the Board constituted from time to time;
Board Reserved Matter	a matter listed in the Schedule 2;
Business Day	a day (excluding a Saturday, Sunday and public holidays) on which banks in the City of London are generally open for business;
Circular	the circular to be sent by the Company to the Shareholders in connection with the Acquisition, the Rule 9 Waiver and the Placing including, amongst other things, a letter from the chairman of the Company and a notice convening the General Meeting;
Condition	the condition set out in Clause 2.1 of this Agreement;
Connected Persons	any person who is "connected" with any, some or all of the Significant Shareholders (within the meaning of sections 252 and 253 of the Companies Act 2006 and

	substituting references in sections 252 and 253 to “a director”, “a director of a company” and “the director” with “a Significant Shareholder” or “the Significant Shareholder” as appropriate);
Consideration Shares	the 3,521,480 new Ordinary Shares to be issued to Futura MESSIS Group Ltd pursuant to the Acquisition;
Disposal	in respect of Shares, any sale, grant of options, transfer, charge, pledge, hypothecation or other disposal of any interest therein, and dispose shall be construed accordingly;
Group	the Company and its subsidiaries following completion of the Acquisition;
Independent Directors	directors (who may, for the avoidance of doubt, be executive directors or non-executive directors) from time to time of the Company who are not Connected Persons of any, some or all of the Significant Shareholders and who are free from any business or other relationship which could materially interfere with the exercise of their independent judgement and who are as at the date of this Agreement John Eric Clarkson and Professor Stephen Kevin Smith;
Independent Shareholders	shareholders who are independent of a person who would otherwise be required to make a Rule 9 Offer and any person acting in concert with him or her (as defined by the Takeover Code) which, for the purposes of the Rule 9 Waiver, does not include the Significant Shareholders or existing shareholders of the Company who participate in the Placing;
London Stock Exchange	London Stock Exchange plc;
Long Stop Date	30 November 2020;
New Ordinary Shares	the Consideration Shares and the Placing Shares;

Nomad	means, from time to time, the Company's nominated advisor pursuant to the AIM Rules, being, at the date of this agreement, WHI;
Ordinary Shares	ordinary shares of £0.05 each in the capital of the Company (or such other nominal amount of the Company's ordinary shares following any consolidation, sub-division, repayment or reduction of capital or other event giving rise to an adjustment of the nominal amount of such ordinary shares hereafter);
Placing	the placing by WHI of the Placing Shares in connection with, and conditional upon, Admission;
QCA Code	the Corporate Governance Code 2018 published by the Quoted Companies Alliance;
Rule 9 Offer	a general offer under Rule 9 of the Takeover Code;
Rule 9 Waiver	the proposed waiver by the Panel of the obligation of certain of the Significant Shareholders to make a Rule 9 Offer, which would otherwise arise as a consequence of the Acquisition and the Placing or the issue of Ordinary Shares pursuant to a proposed option grant, conditional upon approval by Independent Shareholders in accordance with the Takeover Code by the passing of the Waiver Resolution;
Significant Shareholder Shares	the Ordinary Shares over which the Significant Shareholders and/or their Connected Persons hold, from time to time, legal and/or beneficial title and/or Voting Rights;
Takeover Code	the City Code on Takeovers and Mergers;
Voting Rights	the voting rights attaching to the Ordinary Shares; and

Waiver Resolution

the ordinary resolution of the Independent Shareholders to approve the Rule 9 Waiver, to be proposed at the General Meeting as set out in the notice of general meeting contained in the Circular.

- 1.2 Unless otherwise stated, a reference to a recital, Clause or sub-Clause is a reference to a recital, Clause or sub-Clause of this Agreement and any reference to this Agreement includes its recitals.
- 1.3 Clause headings in this Agreement are for ease of reference only and do not affect its construction.
- 1.4 In this Agreement, the expression “subsidiary” shall have the meaning given in section 1159 of the Companies Act 2006 and “subsidiary undertaking” shall have meaning given in section 1162 of the Companies Act 2006.

2 COMMENCEMENT

- 2.1 The terms of clause 3 of this Agreement shall be subject to and conditional on Admission and (save as provided in this clause 2) shall be in effect at all times when the Significant Shareholders and/or their Connected Persons hold between them the legal and/or beneficial title to, or the Voting Rights attaching to Ordinary Shares which constitute, in aggregate, not less than 20 per cent. of the number of Ordinary Shares in issue.
- 2.2 If the Significant Shareholders and/or their Connected Persons between them hold the legal and/or beneficial title to, or the Voting Rights attaching to Ordinary Shares which constitute, in aggregate, less than 20 per cent. of the number of Ordinary Shares in issue, the provisions of this Agreement shall cease to apply, provided that if at any time within one (1) year of this Agreement so ceasing to apply such holdings reach, or exceed 20 per cent. of the number of Ordinary Shares in issue the provisions of this Agreement shall immediately and automatically apply without the need for further action by any party.
- 2.3 This Agreement will automatically terminate upon the Ordinary Shares ceasing to be traded on AIM.
- 2.4 Subject to Clause 2.6, upon termination this Agreement shall be of no further force and effect and, subject to Clause 2.5, no party shall have any claim or liability hereunder against the other parties.
- 2.5 Termination of this Agreement, or its ceasing to apply to any particular Significant Shareholder, shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or the date of the Agreement ceasing to apply to such Significant Shareholder.

2.6 On termination of this Agreement, clauses 7 to 12 (inclusive) shall continue in force.

3 UNDERTAKINGS

3.1 Subject to clause 3.5, for so long as and at any time from time to time when the Significant Shareholders and/or their Connected Persons hold between them the legal and/or beneficial title to, or the Voting Rights attaching to Ordinary Shares which constitute, in aggregate, not less than 20 per cent. of the number of Ordinary Shares in issue, each Significant Shareholder severally undertakes to the Company and WHI that, so far as they are lawfully able to do so, they shall (in their capacity as shareholders of the Company), and shall procure that each of their respective Connected Persons shall (in their capacity as shareholders of the Company), exercise the Voting Rights attaching to the Significant Shareholder Shares so that (to the extent that the exercise of such rights is able to achieve the following matters):

3.1.1 the Group is capable at all times of carrying on business independently of the Significant Shareholders and their Connected Persons, provided that, for so long as Ilian Iliev is Chief Executive Officer of the Company, this clause 3.1.1 shall not apply to Futura Messis Group Ltd or Ilian Iliev;

3.1.2 no amendments are made to the Articles which would fetter the Group's ability to carry out its business independently of the Significant Shareholders and their Connected Persons;

3.1.3 all transactions, agreements or arrangements entered into between the Group on the one hand and any, some, or all of the Significant Shareholder(s) and/or their Connected Persons on the other (or their enforcement, implementation or amendment) will be made at arm's length and on a normal commercial basis and shall be approved and any enforcement determined by the Independent Directors alone on behalf of the Group (the parties acknowledging that this Agreement has been concluded on such a basis);

3.1.4 subject to Applicable Law and the provisions of this Agreement, the Group shall be managed in accordance with the QCA Code, or any other recognised corporate governance regime adopted by the Board from time to time, to the extent practicable for the size, stage of development and operations of the Group at the relevant time;

3.1.5 any disputes between any, some, or all of the Significant Shareholder(s) and/or their Connected Persons on the one hand and a member of the Group on the other (including any matter relating to the terms of this Agreement) shall be passed to and dealt with on behalf of the Company by a committee comprising only Independent Directors;

- 3.1.6 the terms of this Agreement are implemented in full and the Significant Shareholders comply with their obligations hereunder; and
- 3.1.7 only the Independent Directors shall be permitted to vote on any resolution of the Board or a Board Committee in respect of a Board Reserved Matter.
- 3.2 For so long as and at any time from time to time when, the Significant Shareholders and/or their Connected Persons or any of them hold legal and/or beneficial title to, or the Voting Rights attaching to Ordinary Shares which constitute, in aggregate, not less than 20 per cent. of the number of Ordinary Shares in issue, each Significant Shareholder severally undertakes to the Company and WHI not to undertake any activities in conflict with those of the Group which may render the Group incapable of carrying on its business independently or lead to transactions between the Company and any, some or all of the Significant Shareholders or any of their respective Connected Persons which are not at arm's length or on a normal commercial basis.
- 3.3 For so long as and at any time from time to time when, the Significant Shareholders and/or their Connected Persons or any of them hold legal and/or beneficial title to, or the Voting Rights attaching to Ordinary Shares which constitute, in aggregate, not less than 20 per cent. of the number of Ordinary Shares in issue, each Significant Shareholder severally undertakes to the Company and WHI that they shall, and shall procure that each of their respective Connected Persons shall, at all times comply with the Takeover Code in relation to the Company.
- 3.4 For as long as WHI remains Nomad to the Company, references in this clause 3 to the "Nomad" shall be read as references to "WHI" and WHI shall have the right to enforce the obligations in this clause 3 in full. To the extent that WHI is not the Nomad, the Company's then Nomad shall have the right to enforce the obligations in this clause 3 in full.
- 3.5 Save as provided in clause 3.6, the provisions of clauses 3.1 and 3.2 shall cease to apply to:
- 3.5.1 Melvin Lawson and any of his Connected Persons should they:
- (a) be confirmed by the Panel on Takeovers and Mergers to no longer be acting in concert (as defined in the Takeover Code) with Ilian Iliev and any of his Connected Persons; and
- (b) hold the legal and/or beneficial title to, or the Voting Rights attaching to Ordinary Shares which constitute, in aggregate, less than 30 per cent. of the number of Ordinary Shares in issue; and
- 3.5.2 Ilian Iliev and any of his Connected Persons should they:

- (a) be confirmed by the Panel on Takeovers and Mergers to no longer be acting in concert (as defined in the Takeover Code) with Melvin Lawson and any of his Connected Persons; and
 - (b) hold the legal and/or beneficial title to, or the Voting Rights attaching to Ordinary Shares which constitute, in aggregate, less than 30 per cent. of the number of Ordinary Shares in issue; and
- 3.5.3 any Significant Shareholder upon their ceasing to hold Ordinary Shares.

3.6 The provisions of clauses 3.5.1 to 3.5.3, shall not apply in the event that any of the Significant Shareholders or their Connected Persons are themselves Directors of the Company or have appointed an Investor Director pursuant to clause 7 of this Agreement or otherwise.

4 RESTRICTIONS ON SALES

4.1 Each Significant Shareholder undertakes and agrees with WHI and the Company that, save as provided in clauses 4.2 and 4.3, it will:

4.1.1 retain its entire interest and not dispose or agree to dispose of any interest in its Consideration Shares during the period of 12 months from the date of Admission; and

4.1.2 retain its entire interest and will not dispose or agree to dispose of any interest in its Consideration Shares during the period of 12 months from the end of the period referred to in clause 4.1.1 (such period being the **Orderly Market Period**), except with the prior written consent of WHI or its successors (whose consent will not be unreasonably withheld, delayed or conditioned, provided such Disposal is in accordance with orderly market principles) and then during the Orderly Market Period only through WHI in its capacity as broker to the Company or its successors in the same capacity in accordance with the AIM Rules (provided that the terms of any such broker acting on such a Disposal shall include a commission no greater than, and a share price not materially less than, those notified to the broker as being offered by other brokers in the City of London).

4.2 The restrictions contained in clause 4.1 shall not apply to the following:

4.2.1 a Disposal pursuant to an intervening court order;

4.2.2 any Disposal pursuant to acceptance of a general, partial or tender offer made by an offeror (the **Offeror**) to all shareholders of the Company for the whole or a part of the issued share capital of the Company (other than any shares already held by the Offeror or persons acting in concert with the Offeror);

- 4.2.3 the execution of an irrevocable commitment to accept a general, partial or tender offer made to all shareholders of the Company for the whole or a part of the issued capital of the Company (other than any shares already held by the Offeror or persons acting in concert with the Offeror);
 - 4.2.4 a Disposal to an offeror or proposed offeror who has been named in an announcement made pursuant to the Code;
 - 4.2.5 any Disposal pursuant to a compromise or arrangement under Part 26 of the Companies Act 2006 between the Company and its creditors (or any class of them) or between the Company and its members (or any class of them) and which is agreed to by the requisite majority of the members (or class of members) or creditors (or class of creditors), as the case may be, and sanctioned by the court;
 - 4.2.6 any Disposal pursuant to any scheme of arrangement under section 110 of the Insolvency Act 1986 in relation to the Company;
 - 4.2.7 a Disposal by Futura Messis Limited to raise funds to meet an amount equal to any liability arising under the SPA, provided that the provisions of clause 4.3 shall apply in the event such Disposal is to one or more of the other Significant Shareholders or their Connected Persons;
 - 4.2.8 a Disposal pursuant to an offer by the Company to purchase its own shares which is made on identical terms to the holders of shares of the same class and otherwise complies with the Companies Act 2006;
 - 4.2.9 where determined by WHI (or the Nomad if different); or
 - 4.2.10 a Disposal during the Orderly Market Period, where WHI, (in its capacity as broker to the Company or any successor in that capacity) has failed to sell the interest in the Consideration Shares within 10 Business Days of first marketing such Consideration Shares or has failed to agree to such sale within 10 Business Days of being notified.
- 4.3 Notwithstanding clause 4.1, a Significant Shareholder may, during the period of 12 months from the date of Admission or during the Orderly Market Period, dispose of any or all of its Consideration Shares to one or more of the other Significant Shareholders or their Connected Persons, provided that such buyer is: (i) a party to this Agreement and continues to be bound by it in relation to the Consideration Shares; or (ii) enters into a deed of adherence to this Agreement as a new Significant Shareholder prior to any such Disposal.

- 4.4 Any such Disposal contemplated by clause 4.2 or 4.3 shall be notified in advance to WHI and the Company in writing five Business Days prior to the entry into of any agreement relating to the same.
- 4.5 Each Significant Shareholder severally agrees that any Disposal of any Consideration Shares or interest therein pursuant to clauses 4.1.2, 4.2 and 4.3 above shall be carried out on its behalf by WHI in its capacity as broker to the Company or its successors in that capacity as the Company's broker under the AIM Rules.

5 **WARRANTIES**

- 5.1 Each Significant Shareholder severally warrants to the Nomad and the Company that it has full power and authority to enter into this Agreement, the terms of which will constitute binding obligations upon it, and further severally warrants as regards its interests in the share capital of the Company, including for these purposes any rights over Shares, that upon Admission:
- 5.1.1 it will be the beneficial owner of the Significant Shareholder Shares;
 - 5.1.2 such Shares will be registered in its name;
 - 5.1.3 it has not been granted or otherwise does not hold options, warrants or other convertible securities or rights in respect of any Shares, other than as set out in the Circular; and
 - 5.1.4 save for the Significant Shareholder Shares, it has no interest in the share capital of the Company nor any rights over or in respect of Ordinary Shares.
- 5.2 Each Significant Shareholder severally acknowledges and agrees that any Disposal, dealings or trading in Ordinary Shares by it may be subject to other restrictions in addition to those set out in this Agreement including those contained in the AIM Rules, Part V (Insider Dealing) of the Criminal Justice Act 1993, the EU Market Abuse Regulation (No. 596/2014) (and the Company's Share Dealing Code if applicable).

6 **ISSUE OF CIRCULAR**

- 6.1 Each Significant Shareholder severally acknowledges that the existence of this Agreement and its content are to be referred to in the Circular and that these are matters which can reasonably be expected to influence the decision of investors (both immediately prior to Admission and subsequently) whether or not to subscribe for or purchase shares in the Company.
- 6.2 Each Significant Shareholder consents to the inclusion in the Circular of references to this Agreement and its content.

7 INVESTOR DIRECTOR

- 7.1 For so long as Ilian Iliev and Futura Messis Group Ltd (**Appointees**) and their Connected Persons are interested in Voting Rights representing more than 10 per cent. of the Ordinary Shares in issue, they shall, subject to this clause 7, be entitled to nominate one director of the Company (an **Investor Director**) for appointment to the Board. For the avoidance of doubt, Ilian Iliev shall be the Investor Director at Admission. Any such nomination shall be made by giving notice in writing to the Company (copied to the Nomad) (a **Director Nomination Notice**).
- 7.2 The Appointees of an Investor Director may require the removal of an Investor Director by giving notice in writing to the Company of the Investor Director being removed (copied to the Nomad) (a **Director Removal Notice**). The Appointees shall indemnify and keep indemnified the Company against any claim connected with the removal of an Investor Director from office.
- 7.3 The Appointees shall consult with the Company and the Nomad before issuing a Director Nomination Notice or a Director Removal Notice. The Appointees agree and acknowledge that the appointment or removal of an Investor Director shall be subject to the prior written approval of the Nomad following all such due diligence as it deems appropriate in order to assess the ongoing appropriateness of the Company for admission to trading on AIM in accordance with the AIM Rules for Nominated Advisers published by London Stock Exchange.
- 7.4 Following receipt of a Director Nomination Notice or a Director Removal Notice and subject to receipt of the approval of the Nomad in accordance with clause 7.3, the Company shall seek to procure such appointment or removal of the Investor Director in accordance with and subject to the Articles and Applicable Laws.

8 WAIVER

- 8.1 The rights of any party in respect of a breach of this Agreement shall not be affected by any party failing to exercise, or delaying in exercising, a right or remedy or by anything else except a specific authorised written waiver or release. A single or partial exercise of a right or remedy provided by this Agreement or by law does not prevent its further exercise or the exercise of another right or remedy.
- 8.2 Waiver of a breach of a term of this Agreement or of a default under it does not constitute a waiver of another breach or default or affect the other terms of this Agreement.
- 8.3 The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies.

9 REMEDIES

9.1 The Significant Shareholders severally agree and acknowledge that if they breach any provision of this Agreement or if any other party has reasonable grounds for anticipating a prospective breach of any such provision:

9.1.1 damages may not be a wholly adequate remedy for such breach or prospective breach; and

9.1.2 the appropriate remedy may be an injunction, specific performance or other equitable relief (in addition to or instead of damages).

10 NOTICES

10.1 Any notice or other document to be served under this Agreement must be in writing and may be delivered, by hand or courier, email, or sent by pre-paid first class post to the party to be served at that party's address set out in this Agreement or at such other address as the recipient may have previously notified to the sender in accordance with this Clause 9.1, in the case of service by email, to the following:

Significant Shareholders

In respect of each, as set out in Schedule 1.

Company

Level 39
One Canada Square
London
E14 5AB
By email to john.clarkson@netscientific.net

WHI

24 Martin Lane
London
EC4R 0DR
By email to: Chris.Fielding@whirelandcb.com

10.2 Any notice or document shall be deemed served:

10.2.1 if delivered (by courier or hand), at the time of delivery or on the next succeeding Business Day if not a Business Day; or

10.2.2 if posted, forty-eight hours after posting or on the next succeeding Business Day if not a Business Day; or

10.2.3 if posted, from or to any place outside the United Kingdom, five Business Days after posting; or

10.2.4 if sent by email, on the day of transmission.

11 **FURTHER ASSURANCE**

The Significant Shareholders shall (at their own expense) promptly execute and deliver such documents and perform such acts as the Company and WHI may each reasonably require from time to time for the purpose of giving full effect to this deed.

12 **CONFIDENTIALITY**

Each of the parties hereto hereby severally agrees and undertakes with and represents and warrants to each other as separate agreements undertakings representations and warranties that, except in so far as disclosure is required by the rules and regulations of the London Stock Exchange plc, the Takeover Code or any other regulatory authority or by any Applicable Law (including the Circular), they will not at any time hereafter divulge or communicate to or cause or enable any person to become aware of the contents of this Agreement except with the prior written consent of each other party, such consent not to be unreasonably withheld or delayed.

13 **GENERAL**

13.1 Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its formation (including non-contractual disputes or claims).

13.2 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

13.3 This Agreement is personal to the parties and the rights and obligations of the parties may not be assigned or otherwise transferred.

13.4 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, save that in the event WHI is no longer Nomad to the Company, the Company's Nomad shall have all rights to enforce its terms as if it was an original party to this Agreement in WHI's place.

13.5 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties.

13.6 This Agreement may be executed as two or more documents in the same form and execution by all the parties of at least one of such documents will constitute due execution of this Agreement.

**SCHEDULE 1
SIGNIFICANT SHAREHOLDERS**

Name/Contact Information	Number of Ordinary Shares held at Admission	Percentage of total Ordinary Shares at Admission held by Significant Shareholder
Dr Ilian Iliev of One Canada Square Level 39, One Canada Square, London E14 5AB Email ilianpiliev@gmail.com	76,923	0.52%
Futura Messis Group Ltd of 10 Jesus Lane, Cambridge CB5 8BA Email ilianpiliev@gmail.com	3,521,480	23.6%
Melvin Lawson of 25 Old Burlington Street, Second Floor, London W1S 3AN Email melvin@abplc.co.uk	0	0%
AB Group Limited of Quadrant House, Floor 6, 4 Thomas More Square, London, E1W 1YW Email melvin@abplc.co.uk	1,518,301	10.18%
A Beckman PLC SSAS Retirement Benefit Scheme of 25 Old Burlington Street, Second Floor, London W1S 3AN Email melvin@abplc.co.uk	1,442,525	9.67%
Lawson Beckman Charitable Trust c/o AB Group Limited, 25 Old Burlington Street, Second Floor, London W1S 3AN Email melvin@abplc.co.uk	317,187	2.13%
Total	6,876,416	46.1%

SCHEDULE 2
BOARD RESERVED MATTERS

1 AGREEMENTS AND ARRANGEMENTS

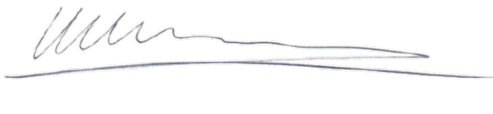
- 1.1 Any variation, amendment or novation of any agreement or arrangement with any Significant Shareholder or his Connected Person(s), including, without limitation, this Agreement and, in relation to a Significant Shareholder who is a director of the Company, his service agreement.
- 1.2 Any decision as to whether to enforce any agreement or arrangement between any member of the Group and any Significant Shareholder or his Connected Person(s), including, without limitation, this Agreement and, in relation to a Significant Shareholder who is a director of the Company, his service agreement.

2 SHARE OPTIONS

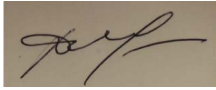
The grant of share options to (or any amendment of share options held by) any Significant Shareholders or their Connected Person(s).

THIS AGREEMENT has been executed as a Deed by the parties on the dates first above written.

EXECUTED as a **DEED** by **DR ILIAN)**
ILIEV in the presence of: **)**
)



Witness Signature:



Name:

Jelena Babajeva

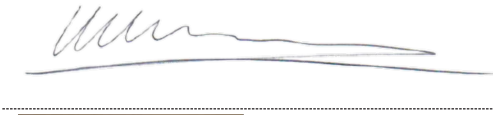
Address:

37 New Atlas Wharf, 3 Arnhem Wharf,
London, E14 3SS

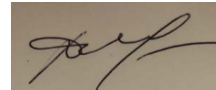
Occupation:

Financial Analyst

EXECUTED as a **DEED** by **FUTURA)**
MESSIS GROUP LTD acting by **)**
..... (a director), **)**
in the presence of:



Witness Signature:



Name:

Jelena Babajeva

Address:

37 New Atlas Wharf, 3 Arnhem Wharf,
London, E14 3SS

Occupation:

Financial Analyst

**EXECUTED as a DEED by MELVIN)
LAWSON in the presence of:)
)**



Witness Signature:



Name:

Faye Gray

Address:

25 Old Burlington Street
London, W1S 3AN

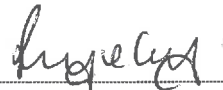
Occupation:

Personal Assistant

**EXECUTED as a DEED by AB GROUP)
LTD acting by)
..... (a director),)
in the presence of:**



Witness Signature:



Name:

Faye Gray

Address:

25 Old Burlington Street
London, W1S 3AN

Occupation:

Personal Assistant

EXECUTED as a DEED by A BECKMAN)
SSAS acting by)
..... (a trustee),)
in the presence of:



Witness Signature:

Faye Gray

Name:

Faye Gray

Address:

25 old Burlington Street
London, W1S 3AN

Occupation:

Personal Assistant

EXECUTED as a DEED by LAWSON)
BECKMAN CHARITABLE TRUST acting)
by(a trustee),)
in the presence of:



Witness Signature:

Faye Gray

Name:

Faye Gray

Address:

25 old Burlington Street
London, W1S 3AN

Occupation:

Personal Assistant.

EXECUTED as a **DEED** by)
NETSCIENTIFIC PLC acting by)
.....John Clarkson..... (a director),)
in the presence of:




Signature of Witness:

.....
Director

Name: Stephen Crowe

Address Coach House, Smarden,
Kent, TN27 8NQ

Occupation: Accountant

.....
.....
.....
.....

EXECUTED as a **DEED** by **WH IRELAND**)
LIMITED acting by)
..... (a director),)
in the presence of:

Signature of Witness:

.....
Director

Name:

Address

Occupation:

.....
.....
.....
.....

EXECUTED as a DEED by)
NETSCIENTIFIC PLC acting by)
..... (a director),)
in the presence of:

Signature of Witness:

Name:

Address

Occupation:

Director

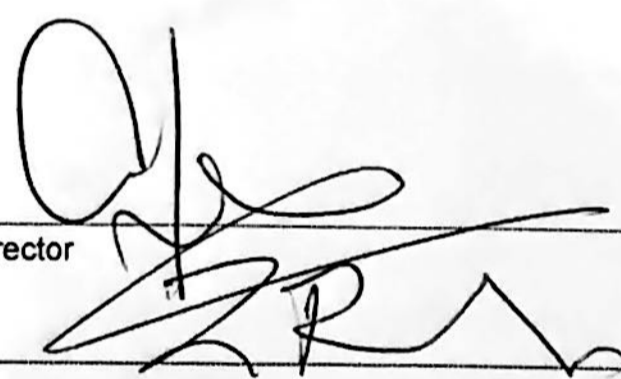
EXECUTED as a DEED by WH IRELAND)
LIMITED acting by)
CHRIS FIELDING..... (a director),)
in the presence of:

Signature of Witness:

Name:

Address

Occupation:

Director


ZOFIA ROBUSKA

34 THE AVENUE

LONDON W4 1HT

BARRISTER
