

**DATED** 23 December **2021**

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**(1) THOSE PERSONS BEING SELLERS WHOSE NAMES AND ADDRESSES ARE SET OUT IN SCHEDULE 1**

**AND**

**(2) THOSE PERSONS BEING WARRANTORS WHOSE NAMES AND ADDRESSES ARE SET OUT IN SCHEDULE 2**

**AND**

**(3) BSF ENTERPRISE PLC**

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**AGREEMENT  
FOR THE SALE AND PURCHASE OF  
THE ENTIRE ISSUED SHARE CAPITAL OF  
3D BIO-TISSUES LIMITED**

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**Locke**  

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**Lord**<sup>LLP</sup>

201 Bishopsgate  
London, EC2M 3AB  
Tel: 0207 861 9000

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**Documents in agreed form:**

*Board minutes of the Company*

*Warrantor Disclosure Letter*

*Lock-in Agreement*

**THIS AGREEMENT** is made on 23 December 2021

**BETWEEN:**

- (1) **THE SEVERAL PERSONS** whose names and addresses are set out in Schedule 1 (together the "**Sellers**");
- (2) **THE SEVERAL PERSONS** whose names and addresses are set out in Schedule 2 (together the "**Warrantors**"); and
- (3) **BSF ENTERPRISE PLC** a company incorporated and registered in England and Wales with registered company number 11554014 whose registered office is c/o Locke Lord (UK) LLP, 201 Bishopsgate, London EC2M 3AB (the "**Buyer**").

**INTRODUCTION**

- A. The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares for the Consideration and otherwise in the manner and on the terms and conditions of this Agreement.
- B. The purchase of the Sale Shares by the Buyer is subject to the prior satisfactory of the Conditions in accordance with the terms of this Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following words and expressions where used in this Agreement have the meanings given to them below:

**2006 Act** means the Companies Act 2006.

**Accounts** means the unaudited annual financial statements and the report thereon for the Company, including a balance sheet for the period ending on Accounts Date (copies of which have been Disclosed).

**Accounts Date** means 30 November 2020.

**Admission** means the re-admission and admission of the Enlarged Issued Share Capital:

- (a) to the standard segment of the Official List of the FCA becoming effective by the making of an announcement in accordance with LR3.2.7; and
- (b) to trading on the standard segment of the London Stock Exchange's main market becoming effective in accordance with the LSE Standards.

**Admission Condition** has the meaning given to such term at clause 2.1.8.

**Applicable Law** means (with respect to any person, property, transaction, event or other matter) any law, rule, statute, regulation, instrument, order, judgment, decree, treaty or other requirement having the force of law in any jurisdiction (collectively, the "**Law**") relating or applicable to such person, property, transaction, event or other matter. "**Applicable Law**" also includes, where appropriate, any interpretation of the Law (or any part thereof) by any person having jurisdiction over it, or charged with its administration or interpretation.

**Articles** means the articles of association of the Company.

**Assignment Agreement** means the assignment agreement entered into between The University of Newcastle Upon Tyne and the Company related to the Patents dated 1 June 2020.

**BSF Enterprise PLC Employee Share Option Scheme** means the share option plan of the Company for the benefit of eligible employees (including directors) pursuant to which (i) options will be granted as enterprise management incentive options and (ii) no more than 5% of the issued share capital of the Company shall be issued under such share option plan.

**BSF Enterprise PLC Restricted Share Plan** means the restricted share plan of the Company for the benefit of senior employees and executive directors pursuant to which (i) shares will be issued at nominal value and (ii) no more than 15% of the issued share capital of the Company from time to time shall be issued or issuable under the share plan.

**Business** means the business of the Company being:

- (i) biotechnology research and development specialising in bio-tissue engineering, extra-cellular matrix, macromolecule crowding, lipopeptide, collagen production and structured tissue and cell co-culturing; and
- (ii) the commercialisation of the products the subject of the Patents and the Trademarks.

**Business Day** means any day other than a Saturday, Sunday or UK bank or public holiday that is also a day on which dealings in domestic securities may take place on, and with the authority of, the London Stock Exchange.

**Buyer Accounts** means the audited financial statements and report thereon for the Buyer, including a balance sheet for the period ending on the Buyer Accounts Date.

**Buyer Accounts Date** means 30 September 2020.

**Buyer's Bank Account** means the relevant bank account of the Buyer as notified to the Sellers by the Buyer in writing.

**Buyer Claim** means any Buyer Tax Claim or Buyer Warranty Claim.

**Buyer Fundamental Warranties** the warranties given by the Buyer under Part 1 of Schedule 6.

**Buyer Ordinary Shares** means the ordinary shares of £0.01 each in the capital of the Buyer credited as fully paid.

**Buyer Resolutions** means the shareholder resolutions of the Buyer's shareholders to, inter alia:

- a. grant the Existing Directors authority allot and issue the Consideration Shares and the Placing Shares on a non-pre-emptive basis; and
- b. approve a waiver under Rule 9 of the UK City Code on Takeovers and Mergers in connection with the issue of the Consideration Shares and the Placing Shares.

**Buyer's Solicitors** means Locke Lord (UK) LLP of 201 Bishopsgate, London EC2M 3AB.

**Buyer Tax Claim** means a claim under the Buyer Tax Covenant.

**Buyer Non-Tax Warranties** means the warranties set out in Part 2 of Schedule 6.

**Buyer Non-Tax Warranty Claim** means a claim by the Sellers against the Buyer for breach of any of the Buyer Non-Tax Warranties.

**Buyer Tax Covenant** means the tax covenant set out at paragraph 9 of Part 2 of Schedule 8.

**Buyer Tax Warranties** means the warranties in Part 3 of Schedule 6.

**Buyer Tax Warranty Claim** means a claim by the Sellers for a breach of any of the Buyer Tax Warranties.

**Buyer Warranties** means the Buyer Non-Tax Warranties and the Buyer Tax Warranties (but not the Buyer Fundamental Warranties), and “**Buyer Warranty**” means any one of them.

**Company** means 3D Bio-Tissues Limited, details of which are set out in Schedule 3.

**Completion** means completion of the sale and purchase of the Sale Shares under this Agreement.

**Completion Date** means the date on which Completion occurs in accordance with clause 6.3.

**Completion Press Release** means the press release (or releases) in the approved terms to be issued by the Buyer following Completion.

**Conditions** means the conditions referred to in clause 2.1.

**Confidential Information** means all information (whether oral or recorded in any medium) relating to the business, financial or other affairs (including future plans) of the Company, or the Buyer which is treated by the Company, or any of the Sellers and/or the any of the Warrantors, or the Buyer (as the case may be) as confidential, or is marked or is by its nature confidential, together with the contents of this Agreement (including all Schedules and Annexures).

**Consideration** means the sum of £2,498,420.22, being the aggregate consideration payable by the Buyer for the Sale Shares and as the same shall be satisfied in accordance with clause 4.

**Consideration Share Issue** means the issue of the Consideration Shares.

**Consideration Shares** means, in aggregate, the 33,900,003 Buyer Ordinary Shares having the rights set out in the Buyer’s Articles and to be issued and allotted to the Sellers.

**Control** has the meaning given in section 1124 of the CTA 2010, and the expression change of Control shall be construed accordingly.

**COVID-19** means the ongoing outbreak of the novel coronavirus.

**CTA 2010** means the Corporation Tax Act 2010.

**CREST** means the relevant system (as defined in the Regulations) in respect of which Euroclear UK & Ireland is the Operator (as defined in the Regulations).

**CREST member** means a person who has been admitted by Euroclear UK & Ireland as a system-member (as defined in the Regulations).

**CREST Participant** means a person who is, in relation to CREST, a system-participant (as defined in the Regulations).

**Director Service Agreement** means the service agreement to be entered into between the Buyer and the Proposed Director in relation to the Proposed Director's appointment as a director of the Buyer with effect from, and conditional on, Admission.

**Disclosed** means fairly disclosed in or under the Warrantor Disclosure Documents in sufficient detail to enable the Buyer to identify the nature and scope of the matters disclosed.

**Disclosure Guidance and Transparency Rules** or **DTR** means the latest edition of the "Disclosure Guidance and Transparency Rules" issued by the FCA and made, in the case of the Transparency Rules only, under Part VI of the FSMA.

**Employee** means any person employed by the Company under a contract of employment.

**Encumbrance** means any interest or equity of any person or a mortgage, charge, pledge, lien, assignment, hypothecation, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having a similar effect.

**Enlarged Issued Share Capital** means the issued share capital of the Buyer immediately following the issue of the Consideration Shares and the Placing Shares.

**Escrow Completion** has the meaning given to such term at clause 6.1.

**Euroclear UK & Ireland** means Euroclear UK & Ireland Limited.

**Existing Directors** means the directors of the Buyer on the date of this Agreement.

**FCA** means the Financial Conduct Authority.

**FRS 102** means Financial Reporting Standard 102: The Financial Reporting Standard applicable in the UK and Republic of Ireland as issued by the Financial Reporting Council and in force for the accounting period ended on the Accounts Date.

**FSMA** means the United Kingdom Financial Services and Markets Act 2000.

**General Meeting** means the general meeting of the Buyer to be convened pursuant to the GM Notice to effect the passing of the Buyer Resolutions.

**GM Notice** means the notice of General Meeting, in the approved terms setting out the Buyer Resolutions.

**Group Company** means any company together with any subsidiary or holding company of the that company and any subsidiary of a holding company of that company.

**Intellectual Property** means patents (including the Patents), rights to inventions, copyright and related rights, trademarks (including the Trademarks), trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Interim Covenants** means the covenants and undertakings of the Warrantors set out in clause 7.1 to 7.3 inclusive.

**Interim Period** means the period from (and including) the Signing Date up to (and including) the Completion Date or, if earlier, the date of termination of this Agreement in accordance with its terms.

**Listing Rules** or **LR** means the latest edition of the "**Listing Rules**" issued by the FCA and made under Part VI of the FSMA.

**Lock-in Agreement** means a lock-in agreement in the approved terms to be entered into with effect from Completion between the Buyer and the Locked-in Parties.

**Locked-in Parties** means the Sellers and the Directors of the Buyer holding ordinary shares or interests in the ordinary shares of the Buyer as at the date of Admission.

**London Stock Exchange** or **LSE** means London Stock Exchange plc.

**Long Stop Date** means 28 February 2022 (or such later date as the Sellers' Representative and the Buyer may agree in writing subject to the Regulatory Requirements).

**LSE Standards** means the latest edition of the "**Admission and Disclosure Standards**" issued by the London Stock Exchange.

**Management Accounts** the unaudited management accounts of the Company, comprising a balance sheet and profit and loss account for the period from the Accounts Date to the Management Accounts Date.

**Management Accounts Date** means 31 May 2021.

**MAR** means the Market Abuse Regulation (EU Regulation 596/2014), as applicable in the United Kingdom and as amended by the Market Abuse (Amendment) (EU Exit) Regulations 2019.

**Material Adverse Change** means an occurrence, change or event which has or is likely to have a material adverse effect on the operations assets, position (financial, trading or otherwise), profits or prospects of the Company and/or its business, or otherwise causes or is likely to cause material reputational damage to the Company (other than macroeconomic or other factors affecting the business environment in which the Company (as applicable) is operated generally including, for the avoidance of doubt, COVID-19).

**member account ID** means the identification code or number attached to any member account in CREST.

**month** means a calendar month.

**NUHL** means Newcastle University Holdings Limited, being a Seller.

**Panel** means Panel on Takeovers and Mergers.

**participant ID** means the identification code or membership number used in CREST to identify a particular CREST member or other CREST participant.

**Patents** means the patents assigned to the Company by The University of Newcastle Upon Tyne pursuant to the Assignment Agreement.

**Placing Documents** means the Prospectus (and any P-Proof version thereof), the Press Release, the Completion Press Release and other documents or announcements issued in connection with the Consideration Share Issue and/or the Placing with the authority of the Buyer.

**Placing** means the proposed private placing of Buyer Ordinary Shares to take place in conjunction with the acquisition by the Buyer of the Sale Shares and being conditional on Admission.

**Placing Price** means the price per share (gross) at which Placing Shares are subscribed by placees pursuant to the Placing.

**Placing Shares** means the new Buyer Ordinary Shares, in aggregate, to be issued and allotted to placees (conditional on Admission) in the Placing.

**Press Announcements** means the press announcements released by the Company at any time prior to the Signing Date;

**Press Release** means the press release in the approved terms to be issued by the Buyer following the signing of this Agreement.

**Proposed Director** means Professor Che John Connon who is to be appointed as a director of the Buyer with effect from Completion.

**Prospectus** means the prospectus and circular to be approved by the FCA pursuant to the Listing Rules and the Prospectus Regulation Rules and published and made available by the Buyer in the manner specified in the Listing Rules and the Prospectus Regulation Rules, including to the Buyer's shareholders in relation to the transactions contemplated by this Agreement, enclosing the GM Notice.

**Prospectus Regulation** means EU Regulation 2017/1129 on the publication of a prospectus when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

**Prospectus Regulation Rules** or **PRR** means the prospectus regulation rules of the FCA made in accordance with section 73A of FSMA implementing and incorporating inter alia the Prospectus Regulation and the Prospectus Supplementary Regulation.

**Prospectus Supplementary Regulation** means Commission Delegated Regulation (EU) 2019/980.

**Registrar** means Share Registrars Limited.

**Regulations** means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755).

**Regulatory Requirements** means the LR, LSE Standards, MAR, DTR, PRR, FSMA and the Takeover Code (where applicable).

**Sale Shares** means the 176,470 ordinary shares of £0.0001 each and 500,000 Deferred Shares of £0.0001 each in the capital of the Company.

**Signing Date** means the date of this Agreement.

**Seller Fundamental Warranties** means the warranties given severally by each Seller and as set out in clause 3.5 and paragraphs 22.3, 22.4 and 22.5 of Part 1 of Schedule 5.

**Seller Proportion** in respect of a Seller, the proportion that the number of Sale Shares owned by that Seller bears to the total number of Sale Shares, expressed as a percentage and set out opposite the Sellers' respective names in column (6) of Schedule 1.

**Sellers' Solicitors** means Weightmans LLP of 1 St James' Gate Newcastle upon Tyne NE1 4AD.

**Software** means any and all computer programs in both source and object code form, including all modules, routines and sub-routines and all source and other preparatory materials relating to the above including user requirements, functional specifications and programming specifications, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any manuals or other documentation and all enhancements, improvements, replacement and derivative works relating to any of the above.

**stock account** means an account within a member account in CREST to which a holding of a particular share or other security in CREST is credited.

**Takeover Code** means the City Code on Takeovers and Mergers and includes all notes to advisers and practice statements issued by the Panel.

**Tax** or **Taxation** has the meaning given to it in Schedule 8.

**Tax Authority** has the meaning given to it in Schedule 8.

**Target Claim** means any Target Tax Claim and/or Target Warranty Claim.

**Target Tax Claim** means a claim under the Target Tax Covenant.

**Target Non-Tax Warranties** means the warranties set out in Schedule 5.

**Target Non-Tax Warranty Claim** means a claim by the Buyer against the Warrantors for breach of any of the Target Non-Tax Warranties.

**Target Tax Covenant** means the tax covenant set out in Part 2 of Schedule 8.

**Target Tax Warranties** means the Target Warranties in Part 2 of Schedule 5.

**Target Tax Warranty Claim** means a claim by the Buyer for a breach of any of the Target Tax Warranties.

**Target Warranties** means the Target Non-Tax Warranties and the Target Tax Warranties, and "**Target Warranty**" means any one of them.

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**Target Warranty Claims** means a Target Non-Tax Warranty Claim or a Tax Warranty Claim

**Trademarks** means the registered trademarks of the Company being "City-mix" and "Etsyl".

**Transaction** means the sale and purchase of the Sale Shares contemplated by this Agreement.

**Transaction Documents** means this Agreement and any other document referred to in this Agreement as being in the approved terms or otherwise required to be entered into pursuant to this Agreement and "**Transaction Document**" means any of one them

**UK Listing Authority** means the FCA acting in its capacity as the UK Listing Authority.

**Warrantor Disclosure Documents** means the Warrantor Disclosure Letter and the documents appended (an index of which, in the approved terms, is attached to the Warrantor Disclosure Letter).

**Warrantor Disclosure Letter** means the letter from the Warrantors to the Buyer in the approved terms as at the Signing Date making certain disclosures against the Target Warranties and including the documents appended to it.

**Warrantors Proportion** means in respect of a Warrantor, the percentage and set out opposite the Sellers' respective names in column (4) of Schedule 2.

1.2 Unless the context requires otherwise, words and expressions defined in or having a meaning provided by the 2006 Act at the date of this Agreement shall have the same meaning in this Agreement. The use of the term "**connected**" and any question as to whether a person is "**connected**" with another shall be determined in accordance with the provisions, as at the Signing Date, of sections 1122 and 1123 of the Corporation Tax Act 2010 and provided that two or more persons shall not be treated as connected solely by reason of acting together to secure or exercise Control of the Company (within the meaning of section 1122(4) Corporation Tax Act 2010).

1.3 Unless the context requires otherwise, references in this Agreement to:

1.3.1 any of the masculine, feminine and neuter genders shall include other genders;

1.3.2 the singular shall include the plural and vice versa;

1.3.3 a "**person**" shall include a reference to any natural person, body corporate, unincorporated association, partnership and trust;

1.3.4 any statute or statutory provision shall be deemed to include any instrument, order, regulation or direction made or issued under it and shall be construed so as to include a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced except and to the extent that any amendment or modification made after the date of this Agreement would increase any liability or impose any additional obligation upon the Sellers under this Agreement;

1.3.5 any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than that of England, be deemed to include

- what most nearly approximates in that jurisdiction to the English legal term;  
and
- 1.3.6 a particular government or statutory authority shall include any entity which is a successor to that authority; and
- 1.3.7 "writing" or "written" includes email but not fax
- 1.4 The headings in this Agreement are for convenience only and shall not affect its meaning. References to a **"clause"**, **"Schedule"** or **"paragraph"** are (unless otherwise stated) to a clause of and Schedule to this Agreement and to a paragraph of the relevant Schedule. 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.
- 1.5 A document expressed to be **"in the approved terms"** means a document, the terms of which have been approved by the parties and a copy of which has been identified as such by the Sellers' Representative and the Buyer.
- 1.6 A document expressed to be an **"Annexure"** means a document a copy of which has been identified as such.
- 1.7 In construing this Agreement, general words introduced by the word **"other"** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words followed by the word **"including"** shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 1.8 Unless otherwise expressly provided, the obligations and liabilities of the Sellers and the Warrantors under this Agreement are several.
- 1.9 References to times of the day are, unless the context requires otherwise, to London time and references to a day are to a period of 24 hours running from midnight on the previous day.
- 1.10 Wherever, under the terms of this Agreement, the Sellers and/or the Warrantors (as the case may be) are entitled or obliged to exercise or enforce any right or discretion, or to give any direction, consent or notice, save as otherwise expressly provided, such right or discretion may be validly exercised, and such direction, consent or notice may be validly given only if it is exercised, enforced or given by or on behalf of Professor Che John Connon acting on behalf of the Sellers and/or the Warrantors (as the case may be) as the representative of the Sellers and/or the Warrantors (as the case may be) ("**Sellers' Representative**") and each Seller and/or Warrantor (as the case may be) severally approves and confirms Professor Che John Connon's appointment as the Sellers' Representative for the purposes set out in this clause 1.10.

## **2. Conditions**

- 2.1 Completion of this Agreement is subject to and conditional upon the following conditions having been satisfied by the Long Stop Date:
- 2.1.1 the passing of the Buyer Resolutions at the General Meeting;

- 2.1.2 the Prospectus having been approved by the FCA and despatched by the Buyer to its shareholders on the Signing Date (or as soon as practicable following the Signing Date);
  - 2.1.3 the granting of a waiver by the Panel for the purposes of Rule 9 of the Takeover Code with respect to the issue of the Consideration Shares and the Placing Shares such waiver being conditional upon the passing of the Buyer's Resolutions;
  - 2.1.4 the Consideration Shares and the Placing Shares having been issued and allotted unconditionally subject only to their Admission;
  - 2.1.5 the Placing having completed and becoming unconditional in all respects (save only in respect of any condition relating to Admission) and not having been terminated in accordance with its terms;
  - 2.1.6 no Material Adverse Change having occurred prior to the Completion Date;
  - 2.1.7 there having occurred no material breach of any of the Interim Covenants in the period between the Signing Date and Completion; and
  - 2.1.8 Admission of the Enlarged Issue Share Capital becoming effective in accordance with the Listing Rules by no later than 8:00 a.m. on the Long Stop Date (the "**Admission Condition**").
- 2.2 Subject to all applicable laws and regulations, the Buyer and the Sellers shall co-operate fully with each other in all actions reasonably necessary to procure the satisfaction of the Conditions, including (but not limited to) the provision by the parties of all information within their respective control reasonably necessary to make any notification or filing that the parties reasonably consider to be necessary or as required under any Regulatory Requirement, and providing such other assistance as may reasonably be required, including, without limitation, the provision of information by the Sellers' Representative as the Buyer may reasonably require to satisfy clause 2.1.
- 2.3 The Sellers and the Buyer shall keep each other informed of the progress towards the satisfaction of their obligations under clause 2 and as soon as reasonably practicable after becoming aware of a fact or circumstance that might prevent any of the Conditions being satisfied, each party shall inform the other of such fact or circumstance.
- 2.4 The Sellers and the Buyer agree that all requests and enquiries from any government, governmental, supranational or trade agency, court or other regulatory body shall be dealt with by the Sellers and the Buyer promptly and in consultation with each other and the Sellers and the Buyer shall promptly co-operate with and provide all necessary information and assistance reasonably needed in that respect or required by such government, agency, court or body upon being requested to do so by the other.
- 2.5 The Sellers and the Buyer shall promptly notify the other if it becomes aware that any of the information supplied by it (including, in respect of the Sellers, supplied by or on behalf of the Company) contains a misstatement or omission, or otherwise has become false or misleading, in each case in any material respect, and shall supply such information to the others as shall be necessary to correct the misstatement or omission. Without limiting the foregoing, whenever either the Sellers or the Buyer becomes aware of any event or change which is required to be set out in an amendment or supplement to the Prospectus or the
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Press Release (including as a result of a misstatement or omission of the kind described in the immediately preceding sentence), as applicable, such party shall promptly inform the other, and the Buyer shall (to the extent required by applicable laws and regulation) prepare, file with the relevant regulatory authority and/or disseminate to the public (and the Sellers shall procure that the Company shall cooperate with the Buyer to the extent reasonably required) such amendment or supplement (including to correct such misstatement or omission), which filing and dissemination shall be made and done, as soon as reasonably practicable.

- 2.6 For the avoidance of doubt, the parties to this Agreement shall bear all fees, costs, charges, expenses for the purposes of satisfying its own obligations under this clause 2.

### **3. Sale of Sale Shares**

- 3.1 Upon the terms of this Agreement and subject to the Conditions, with effect from Completion, each Seller shall sell (or procure to be sold) the number of Sale Shares set opposite its name in column (3) of Schedule 1, with full title guarantee and free from any Encumbrance, together with all benefits and rights attached thereto and on the terms and conditions of this Agreement.

- 3.2 The Buyer shall buy the Sale Shares with effect from and including the Completion Date to the intent that as from that date all rights and advantages accruing to the Sale Shares, including any dividends or distributions declared, made or paid on the Sale Shares on or after that date, shall belong to the Buyer.

- 3.3 The Buyer shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares pursuant to clause 3.2 is completed simultaneously.

- 3.4 Each Seller severally waives (or agrees to procure the waiver of) any and all rights or restrictions conferred on him which may exist in relation to the Sale Shares under the articles of association of the Company or otherwise and which restrict any Seller's ability to enter into and perform its obligations under this Agreement.

- 3.5 Each Seller severally warrants (save in relation to clause 3.5.3 which is warranted only by NUHL) to the Buyer that:

3.5.1 the Sale Shares set out opposite the Seller's name in column (3) in the table at Schedule 1 are fully paid up (or credited as fully paid);

3.5.2 the Seller is the sole legal and beneficial owner of such Sale Shares and that it has and shall have pursuant to this Agreement the right to transfer the legal and beneficial title to such Sale Shares on the terms of this Agreement and without the consent of any third party and that they are transferred free from any Encumbrance save, that in relation to NUHL only, the consent of the University of Newcastle upon Tyne is required to transfer the Sale Shares held by NUHL;

3.5.3 in relation to NUHL only, NUHL severally warrants to the Buyer that the consent of the University of Newcastle upon Tyne to transfer the Sale Shares held by NUHL on the terms of this Agreement has been obtained and will not be withheld, varied or withdrawn on Completion;

- 3.5.4 the Seller has the full power and authority to enter into and perform this Agreement and each of the documents to be executed by it and delivered pursuant to this Agreement, each of which shall constitute valid and binding obligations on it;
- 3.5.5 the Seller has not entered into, or has proposed to enter into, any composition or arrangement with, or for, its creditors (including an individual voluntary arrangement);
- 3.5.6 the Seller has not had a bankruptcy petition or winding up petition presented against it or been declared bankrupt or insolvent;
- 3.5.7 the Seller has not been served with a statutory demand, and is not unable to pay its debts within the meaning of the Insolvency Act 1986;
- 3.5.8 the Seller has not been the subject of any other bankruptcy or insolvency proceeding or process in any jurisdiction; or
- 3.5.9 where the Seller is a company,
- (a) the Seller is a company duly incorporated and validly existing under the laws of England and Wales and has full power and authority to carry on its business;
  - (b) no steps have been taken by the Seller or in relation to the Seller to appoint an administrator, and no notice of an intention to appoint an administrator has been given by the Seller, its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986).
- 3.6 None of the Seller Fundamental Warranties is subject to any qualification or limitation whatsoever (including pursuant to the limitations set out in Schedule 7) and no letter, document or other communication shall be deemed to constitute a disclosure against the Seller Fundamental Warranties and each Seller severally agrees to indemnify and keep indemnified the Buyer against any breach of such Seller Fundamental Warranties by that Seller provided always that the aggregate liability of each Seller in relation to any breach of the Seller Fundamental Warranties set out at paragraphs 22.3, 22.4 and 22.5 of Part 1 of Schedule 5 shall be limited to the proportion of the Consideration received by that Seller as set out in column (5) in the table at Schedule 1.
- 4. Consideration**
- 4.1 The consideration for the sale and purchase of the Sale Shares shall be the issue by the Buyer to the Sellers of the Consideration Shares, on a fully paid basis, which shall be apportioned between the Sellers and as shown in column 4 of Schedule 1 and settled and registered by the Buyer in accordance with this Agreement.
- 4.2 The Buyer agrees that the Consideration Shares shall be issued to the Sellers at the Placing Price and shall be issued fully paid and rank pari passu with the existing Buyer Ordinary Shares in issue as at Completion.
- 4.3 The Consideration shall be deemed to be reduced, to the extent possible, by the amount of each and any payment made to the Buyer in respect of any Target Warranty Claim, any

Target Tax Claim and any claim in respect of the Seller Fundamental Warranties payable by the Warrantors or, in relation to the Seller Fundamental Warranties only, the Sellers.

- 4.4 The Consideration shall be deemed to be increased, to the extent possible, by the amount of each and any payment made to the Sellers in respect of any Buyer Warranty Claim, any Buyer Tax Claim and any claim in respect of the Buyer Fundamental Warranties made by the Buyer.

## 5. Deliverables on Signing

- 5.1 On the Signing Date the Sellers' Representative shall deliver to the Buyer:

5.1.1 a copy of the minutes of the board of directors of any Seller that is a company resolving to approve this Agreement and the agreed form documents and authorising execution of those documents by each person signing on behalf of it;

5.1.2 the Warrantor Disclosure Letter duly signed by the Sellers;

5.1.3 consent from the University of Newcastle Upon Tyne in relation to:

(a) NUHL's entry into this Agreement; and

(b) the transfer by NUHL of its Sale Shares to the Buyer,

in a form satisfactory to the Buyer acting reasonably; and

5.1.4 a copy of any power of attorney or other authority pursuant to which any document has been executed by the Sellers.

- 5.2 On the Signing Date, the Buyer shall deliver to the Sellers' Representative (for an on behalf of the Sellers or the Warrantors, as applicable):

5.2.1 a copy of the minutes of the board of directors (or a duly constituted committee thereof) of the Buyer resolving to approve this Agreement, the Warrantor Disclosure Letter and the agreed form documents and authorising execution of those documents by each person signing on behalf of it;

5.2.2 a copy of the Warrantor Disclosure Letter countersigned by the Buyer to acknowledge receipt; and

5.2.3 a copy of the Press Release.

- 5.3 On the Signing Date and as soon as practicable following the signing of this Agreement, the Buyer shall issue the Press Release.

## 6. Escrow Completion and Completion

- 6.1 Completion in escrow ("**Escrow Completion**") shall take place at the offices of the Buyer's Solicitors immediately following the satisfaction of the Condition set out at clause 2.1.1, subject to the prior fulfilment or waiver of the Conditions (other than the Admission Condition) in accordance with this Agreement:

6.1.1 the Seller's Representative shall deliver to or, if the Buyer so agrees, make available to the Buyer's Solicitors:

- (a) individual stock transfer forms relating to all the Sale Shares sold by each Seller duly executed by each such Seller in favour of the Buyer (or as it may direct) in respect of the Shares together with the relevant share certificate(s) (or, where such certificate(s) have been lost or destroyed, an indemnity in a form satisfactory to the Buyer in respect of such certificate(s));
- (b) the certificate of incorporation, any certificates of incorporation on change of name or re-registration, the statutory books written up to date, the Companies House web-filing authentication code, share certificate books, minute books, share certificates, all unused cheque books and the common seal of the Company;
- (c) all cheque books, credit and charge cards held for the account of the Company;
- (d) all other papers and documents relating to the Company which are in the possession of or under the control of any of the Sellers;
- (e) letters in agreed form from or on behalf of the registrable persons and registrable relevant legal entities within the meaning of section 790C of the 2006 Act entered in the register of people with significant control of the Company immediately prior to Completion that they have ceased to be registrable;
- (f) evidence satisfactory to the Buyer that the Sellers have repaid all monies then owing by them to the Company whether due and payable or not;
- (g) the Lock-in Agreement duly executed by the Locked-in Parties;
- (h) the Director Service Agreement duly executed by the Proposed Director;
- (i) elections, in the approved terms and in accordance with section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 executed by the Professor Che John Connon and Ricardo Gouieva in relation to the Consideration Shares issued to them;
- (j) a certified copy of each power of attorney under which any document (including this Agreement) to be delivered to the Buyer by any Seller has been executed; and
- (k) minutes in the agreed form, of the meeting(s) of the board of directors of the Company duly held pursuant to clause 6.1.2 dealing with the matters set out in that paragraph, together with certified copies of all shareholder resolutions and all other consents or approvals (if any) referred to in such minutes;

6.1.2 the Warrantors shall procure that at Escrow Completion a duly convened and quorate board meeting of the Company is held, at which effective from Completion and the satisfaction of the Admission Condition:

- (a) the stock transfer forms referred to in clause 6.1.1 as appropriate are approved and (subject to them being appropriately stamped) registered in the Company's and the Company's books;
- (b) the accounting reference date of the Company is changed to the date as may be specified by the Buyer;
- (c) the registered office of the Company is changed to an address as may be specified by the Buyer;
- (d) the mandates given by the Company to its bankers are revoked or revised as the Buyer may require;
- (e) the execution and completion of the other documents to be entered into by the Company under this Agreement is approved as appropriate;

6.1.3 subject to the Sellers' Representative and the Warrantors having complied with the provisions of clauses 6.1.1 and 6.1.2, at Escrow Completion the Buyer shall:

- (a) allot and issue the Consideration Shares to the Sellers conditional only upon satisfaction of the Admission Condition and shall, within 14 Business Days following Completion, deliver definitive certificates in respect of such shares to the Sellers whose receipt shall be a sufficient discharge by the Buyer of the Consideration;
- (b) deliver to the Sellers' Solicitors:
  - (i) a copy of the Completion Press Release;
  - (ii) copies of the Lock-in Agreements signed by the Buyer;
  - (iii) a copy of the Director Service Agreement signed by the Buyer;
  - (iv) a copy of the Buyer Resolutions passed by the Buyer's shareholders;
  - (v) a copy of the Prospectus approved by the FCA; and
  - (vi) duly signed board minutes of a meeting of the board of directors of the Buyer at which the directors approved and authorised, conditional only on Admission:
    - A. the appointment of the Proposed Director to the board of directors of the Buyer and the necessary filings being made to register the appointments with Companies House;
    - B. the allotment and issue of the Consideration Shares and the Placing Shares; and

- C. the performance by the Buyer of its obligations under this Agreement, the signing of all requisite forms of application for Admission on behalf of the Buyer and the documentation supporting such applications and the release, publication and issue of the Completion Press Release and the Prospectus,

provided that completion of all documents referred to in this clause 6.1 shall not occur until Admission becomes effective.

- 6.2 If, at the date of Escrow Completion, the Sellers' Representative and the Warrantors or the Buyer has not complied with its obligations under clause 6.1.1, 6.1.2 or 6.1.3 (as applicable), then the non-defaulting party may be notice in writing to the defaulting party:

- 6.2.1 proceed to Escrow Completion to the extent reasonably practicable;
- 6.2.2 postpone Escrow Completion to another date not less than 5 and no more than 10 Business Days after the proposed date of Escrow Completion (so that the provisions of clause 6.1 shall apply as if that later date is the date of Escrow Completion; or
- 6.2.3 subject to the Escrow Completion having first been postponed in accordance with clause 6.2.2 terminate this Agreement by notice in writing to the defaulting party following with the provisions of clause 10.3 shall apply.

- 6.3 Completion shall take place automatically and the allotment of the Consideration Shares shall become effective immediately upon fulfilment of the Admission Condition, whereupon, all the Conditions shall be deemed to have been satisfied or waived (whichever the case may be). Completion shall be effected by the automatic release of all documents set out in clause 6.1 and Completion shall then be unconditional in all respects but shall be deemed to have taken place on the date of and immediately following the satisfaction of the Admission Condition.

- 6.4 Upon Admission:

- 6.4.1 the Buyer shall instruct the Registrar to deliver to the Sellers or as the Sellers may direct the definitive share certificates in such names and denominations as set out in Schedule 1 or as directed in respect of any Consideration Shares to be held in certificated form (as notified in writing to the Buyer by the relevant Seller prior to the Completion Date); and/or
- 6.4.2 to the extent so directed by the Sellers in writing to the Buyer prior to the Completion Date, procure that Euroclear UK & Ireland is instructed by the Buyer's Registrar to credit to stock accounts of one or more CREST members (identified by member account ID and participant ID) by the Sellers and NUH's entitlements to Consideration Shares to be held in uncertificated form as notified in writing to the Buyer by the relevant Seller prior to the Completion Date, and ensure that the same are enabled for settlement as soon as practicable after Admission and, in any event, no later than midday on the date of Admission.

6.5 Subject to the financial limits detailed at Schedule 7 and Schedule 9, each party to this Agreement undertakes to indemnify and keep indemnified the others in respect of any document which such indemnifying party is obliged to deliver under this Agreement being unauthorised, invalid or for any other reasons ineffective provided always that the liability in relation to any breach of this clause 6.5 shall be limited to:

6.5.1 in relation to the Buyer, the Consideration.

6.5.2 in relation to the Sellers, the proportion of the Consideration actually received by that Seller as set out in column (5) in the table at Schedule 1.

## **7. Interim Covenants**

7.1 With effect from the Signing Date and until Completion, each of the Warrantors undertakes to severally (and will use all reasonable endeavours to procure so far as they are able to do so, Company comply) comply with the undertakings and obligations set out in this clause 7 at all times during the Interim Period provided that the Interim Covenants shall not restrict or prevent the Buyer, the Company or any Warrantor from doing anything:

7.1.1 undertaken in the ordinary course of business as it was carried out immediately prior to the Signing Date;

7.1.2 required by, or to give effect to, any Transaction Document;

7.1.3 with the Buyer's or any Warrantor's prior written consent (as applicable) (such consent not to be unreasonably withheld or delayed); or

7.1.4 to comply with any applicable law or regulation.

7.2 At all times during the Interim Period, each Warrantor severally (so far as each is able in respect of the Company only) shall:

7.2.1 procure that the Company carries on its business in the normal course (having regard to the macroeconomic or other factors affecting the business environment in which the Company is operated generally including, for the avoidance of doubt, COVID-19), in accordance with Applicable Law and in the manner provided in this clause 7; and

7.2.2 promptly notify the other party in writing of any Material Adverse Change.

7.3 During the Interim Period, other than as expressly contemplated by this Agreement, each Warrantor severally (so far as each is able in respect of the Company only) shall procure that the Company (except with the prior written consent of the Buyer) shall not:

7.3.1 vary or waive any term of, or rescind in its entirety, any Transaction Document to the extent that the Warrantors or the Buyer (as applicable) is not a party to any such Transaction Document;

7.3.2 dispose of any material assets used or required for the operation of the business;

7.3.3 allot any shares or other securities or repurchase, redeem or agree to repurchase or redeem any of its shares;

- 7.3.4 pass any resolution of its members other than as required to effect any transaction required pursuant to this Agreement;
  - 7.3.5 appoint any person as a director;
  - 7.3.6 make any material alterations to the terms of employment (including benefits) of any of its Directors, officers or employees earning in excess of £10,000 per annum other than as alterations which were agreed prior to the date of this Agreement and which are Disclosed;
  - 7.3.7 create or amend any Encumbrance over any of its assets or its undertaking;
  - 7.3.8 grant, modify, agree to terminate or permit the lapse of any of its Intellectual Property Rights, or enter into any agreement relating to any such rights;
  - 7.3.9 incur any liability to any Warrantor and/or any Seller (or any person Connected with a Warrantor and/or Seller), other than trading liabilities or salary incurred in the normal course of the Business;
  - 7.3.10 permit any of its insurance policies to lapse or do anything which would reduce the amount or scope of cover or make any of its insurance policies void or voidable; or
  - 7.3.11 induce or encourage, or attempt to induce or encourage (whether directly or indirectly):
    - 7.3.11.1 any of the employees of the Company to terminate their employment; or
    - 7.3.11.2 any supplier of the Company to cease or reduce their trading with the Company or the Buyer (as applicable).
  - 7.4 If at any time during the Interim Period any of the Interim Covenants have been breached by any Warrantor, each Warrantor shall upon becoming actually aware of such breach promptly notify the Buyer in writing (specifying, the nature of the breach and, to the extent actually known by that Warrantor, the details of such breach). Following such notification, if the circumstances giving rise to such a breach have in the opinion of the Buyer (acting reasonably and in good faith) a material adverse effect on the Company, the Buyer shall promptly (and in any event within 2 Business Days of being notified of such breach) notify the Warrantors in writing that such breach has a material adverse effect on the Company. The Warrantors may then decide, in their sole and absolute discretion, whether or not to take (or procure that the Company takes) remedial action to remedy such breach of Interim Covenant (at the sole expense of the Warrantors) and if such breach(es) is remedied to the reasonable satisfaction of the Buyer, the Buyer shall proceed to Completion.
  - 7.5 In the event that either (i) such remedial action referred to in clause 7.4 is not completed to the reasonable satisfaction of the Buyer prior to Completion or (ii) the Warrantors have decided that they and the Company do not intend to remedy or attempt to remedy such breach and have promptly notified the Buyer of their decision, then the Buyer may:
    - 7.5.1 rescind this Agreement by written notice to the Warrantors, and if it does so this Agreement shall immediately terminate and cease to have effect except for the provisions of the matters specified in clause 10.4; or
-

7.5.2 proceed to Completion, provided that if the Buyer chooses to proceed to Completion, it thereby waives and shall have no claim against any of the Warrantors under this Agreement in respect of the matter, fact or circumstance that gave rise to such a breach.

## **8. Voting Power of Attorney**

8.1 With effect from Completion, each Seller irrevocably severally undertakes to the Buyer that, for as long as they remain the registered holders of the Sale Shares after Completion, they shall:

8.1.1 hold the Sale Shares and any dividends and other moneys or assets paid or distributed in respect of them and all rights arising out of or in connection with them from Completion in trust for the Buyer; and

8.1.2 deal with the Sale Shares and all such dividends, distributions and rights as the Buyer may direct from Completion until the date on which the Buyer or its nominee is entered in the register of members of the Company as the holder of the Sale Shares.

8.2 With effect from Completion, each Seller and NUH irrevocably (by way of security to secure the proprietary interest of the Buyer as Buyer of the Shares) and unconditionally and severally appoints the Buyer as its attorney to do and perform any acts and things which the Buyer in its absolute discretion considers necessary or desirable in connection with the Sale Shares from Completion until the date on which the Buyer or its nominee is entered in the register of members of the Company as the holder of the Sale Shares, including (without prejudice to the generality of the foregoing):

8.2.1 exercising any rights, privileges or duties attaching to the Sale Shares including, without limitation, receiving notices of, and attending and voting at, all meetings of the shareholders of the Company and meetings of the members of any particular class of the Sale Shares and all or any adjournment of such meetings; and

8.2.2 completing and delivering any consents, proxies or resolution and any other documents required to be signed by a Seller or NUH as a member of the Company from Completion until the date on which the Buyer or its nominee is entered in the register of members of the Company as the holder of the Sale Shares.

8.3 For the purpose of clause 8.2 above, each Seller irrevocably and unconditionally and severally authorises the Company with effect from Completion to send any notices in respect of its shareholding to the Buyer and the Company shall not be required also to send such notices to the relevant Seller.

## **9. Regulatory Requirements**

9.1 The Warrantors severally undertake to assist the Buyer in good faith and in a timely manner after making all due and careful enquiries:

9.1.1 to prepare in accordance with the Regulatory Requirements the Prospectus, the GM Notice, the Press Release and the Completion Press Release in

consultation with the Buyer's Solicitors and to use all reasonable endeavours to agree them with; and

9.1.2 appoint such other advisers as required to assist in the preparation of the Prospectus, the GM Notice, the Press Release and the Completion Press Release and to use all reasonable endeavours to agree them.

9.2 In connection with the preparation and publication of the Prospectus, the GM Notice, the Press Release and the Completion Press Release in accordance with the Regulatory Requirements, the Existing Directors and the Proposed Director shall accept responsibility for the contents of all such documents in accordance with the Regulatory Requirements and shall sign and provide to the Buyer all customary responsibility statements, verification notes and other confirmations in the forms reasonably required by the Buyer.

## **10. Termination**

10.1 The Sellers' Representative shall be entitled by notice to the Buyer to terminate this Agreement if, at any time on or before the Long Stop Date:

10.1.1 the Sellers' Representative becomes aware of any fact, matter, event or circumstance which:

(a) does or might reasonably be considered to constitute a material breach of any of the Buyer Warranties given upon the execution of this Agreement; or

(b) would be likely to constitute a material breach of any of the Buyer Warranties when deemed given again immediately prior to Completion.

10.2 The Buyer shall be entitled by notice to the Sellers' Representative to terminate this Agreement if, at any time on or before the Long Stop Date:

10.2.1 the Buyer become aware of any fact, matter, event or circumstance which:

(a) does or might reasonably be considered to constitute a material breach of any of the Target Warranties given upon the execution of this Agreement; or

(b) would be likely to constitute a material breach of any of the Target Warranties when deemed given again immediately prior to Completion; or

10.2.2 the Sellers and/or the Warrantors are in material breach of any other provision of this Agreement.

10.3 If at any time on or before the Long Stop Date the Buyer is of the reasonable opinion that any of the Conditions is unlikely to be satisfied on or before the Long Stop Date, the Buyer shall give notice to the Sellers' Representative and the Buyer and the Sellers' Representative shall meet in good faith and cooperate to agree a course of action, failing such agreement within 20 Business Days of such notice, the Buyer shall be entitled to terminate this Agreement by notice to the Sellers' Representative.

10.4 Upon such termination, the provisions of this Agreement (other than clauses 1 (Definitions and interpretation), 15 (Confidentiality), 16 (Announcements), 17 (Costs), 18 (Applicable law and jurisdiction), 21 (General) and 22 (Notices)) shall cease to have effect. Termination under clauses 10.1, 10.2, or 10.3 shall be without prejudice to any other remedies or accrued rights of any party.

## 11. Target Warranties

11.1 The Warrantors jointly and severally warrant to the Buyer in the terms of the Target Warranties at the Signing Date. The Sellers severally warrant to the Buyer in the terms of the Seller Fundamental Warranties at the Signing Date.

11.2 The Target Warranties and the Seller Fundamental Warranties will be deemed repeated as at Escrow Completion and at Completion by reference to the facts and circumstances then existing and any references (express or implied) in the Target Warranties and the Seller Fundamental Warranties to the Signing Date shall in the latter circumstance be construed as a reference to Escrow Completion and Completion (as applicable).

11.3 Each Target Warranty (whether given as at the Signing Date or on the date of Escrow Completion or the Completion Date) is given subject to those matters which are Disclosed. No disclosure can be made against the Seller Fundamental Warranties.

11.4 Each of the Target Warranties and the Seller Fundamental Warranties is a separate and independent Warranty and shall not be limited by reference to any other Target Warranty or any other Seller Fundamental Warranty or anything in this Agreement (save to the extent expressly provided to the contrary in Schedule 7 with respect to the Target Warranties) and provided that the only Target Warranties as to Tax are the Target Tax Warranties.

11.5 Where a Target Warranty is qualified by the expression "**so far as the Warrantors are aware**" or any similar expression, it is deemed to be given to the best of the knowledge, information and belief of the Warrantors after they have made reasonable enquiries and each Warrantor shall be deemed to be aware of anything which he or any other Warrantor has actual knowledge.

11.6 The Warrantors unconditionally and irrevocably waive all and any rights and claims that they may have against any of the Company or the officers and employees of the Company (the "**Target Officers**") on whom they have, or may have, relied in connection with the preparation of the Warrantor Disclosure Letter or agreeing the terms of this Agreement, and further undertake to the Buyer not to make any such claims save where there has been fraud, fraudulent misrepresentation or wilful concealment on the part of such Target Officer.

11.7 Any Target Warranty Claim and, where expressly provided, any Target Tax Claim shall be limited in accordance with Schedule 7.

11.8 Save as provided for in this Agreement, the sole remedy of the Buyer for any breach of any of the Target Warranties shall be an action for damages. The Buyer shall not be entitled to rescind or terminate this Agreement following Completion in any circumstances, whatsoever, other than as contemplated by clause 10.2.

## 12. Buyer Fundamental Warranties and Buyer Warranties

12.1 The Buyer warrants to the Sellers the Buyer Fundamental Warranties and the Buyer Warranties at the Signing Date.

- 12.2 The Buyer Warranties and the Buyer Fundamental Warranties will be deemed repeated as at Escrow Completion and at Completion by reference to the facts and circumstances then existing and any references (express or implied) in the Buyer Warranties and the Buyer Fundamental Warranties to the Signing Date shall in the latter circumstance be construed as a reference to Escrow Completion and Completion (as applicable).
- 12.3 Each of the Buyer Warranties and the Buyer Fundamental Warranties is a separate and shall not be limited by reference to any other Buyer Warranty or any other Buyer Fundamental Warranty or anything in this Agreement (save to the extent expressly provided to the contrary in Schedule 9) and provided that the only Buyer Warranties as to Tax are the Buyer Tax Warranties.
- 12.4 Where a Buyer Warranty is qualified by the expression "so far as the Buyer are aware" or any similar expression, it is deemed to be given to the best of the knowledge, information and belief of the Existing Directors having made reasonable enquiries of each other.
- 12.5 The Buyer unconditionally and irrevocably waives all and any rights and claims that it may have against any of the officers and employees of the Buyer (the "**Buyer Officers**") on whom they have, or may have, relied in connection with the preparation of the Buyer Disclosure Letter, or agreeing the terms of this Agreement, and further undertake to the Sellers not to make any such claims save where there has been fraud, fraudulent misrepresentation or wilful concealment on the part of such Buyer Officer.
- 12.6 Any Buyer Warranty Claim and, where expressly provided, any Buyer Tax Claim shall be limited in accordance with Schedule 9.
- 12.7 Save as provided for in this Agreement, the sole remedy of the Sellers for any breach of any of the Buyer Warranties shall be an action for damages. The Sellers shall not be entitled to rescind or terminate this Agreement following Completion in any circumstances, whatsoever, other than as contemplated by clause 10.1.
- 12.8 None of the Buyer Fundamental Warranties is subject to any qualification or limitation whatsoever (save as set out pursuant to the limitations set out in Schedule 9) and no letter, document or other communication shall be deemed to constitute a disclosure against these covenants and the Buyer agrees to indemnify and keep indemnified the Sellers against any breach of such Buyer Fundamental Warranties by the Buyer provided always that the liability of the Buyer in relation to any breach of Buyer Fundamental Warranty under this clause 12.8 shall be limited to the Consideration.

### **13. Tax Covenant**

- 13.1 The Warrantors covenant to the Buyer in the terms of the Target Tax Covenant.
- 13.2 The Buyer covenants to the Sellers in the terms of the Buyer Tax Covenant.

### **14. Limitation on Liability**

- 14.1 The liability of the Warrantors in respect of any Target Warranty Claim, and where expressly provided, any Target Tax Claim, shall be limited as provided in Schedule 7 but provided always that notwithstanding any other provision in this Agreement, the provisions of this clause 14.1 and Schedule 7 shall not apply to any Target Warranty Claim, and where expressly provided, any Target Tax Claim, made against the Warrantors to the extent that the Target Warranty Claim and/or the Target Tax Claim (or the delay in the discovery of it)

is the consequence of or is increased as a consequence of any fraud or dishonesty or any wilful misstatement, concealment or omission on the part of any of the Warrantors or their advisers.

- 14.2 The liability of the Buyer in respect of any Buyer Warranty Claim, and where expressly provided, any Buyer Tax Claim, shall be limited as provided in Schedule 9 but provided always that notwithstanding any other provision in this Agreement, the provisions of this clause 14.2 and Schedule 9 shall not apply to any Buyer Warranty Claim, and where expressly provided, any Buyer Tax Claim, made against the Buyer to the extent that the Buyer Warranty Claim and/or the Buyer Tax Claim (or the delay in the discovery of it) is the consequence of or is increased as a consequence of any fraud or dishonesty or any wilful misstatement, concealment or omission on the part of the Buyer or its advisers.

## **15. Confidentiality**

Except as referred to in clauses 15.1.1 and 15.1.3 each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement, to any other party or to the negotiations relating to this Agreement.

15.1.1 Any party may disclose information which would otherwise be confidential if and to the extent:

- (a) it is required to do so by law or any securities exchange or regulatory or governmental body to which it is subject wherever situated;
- (b) it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
- (c) the information has come into the public domain through no fault of that party;
- (d) the information was previously disclosed to it without any obligation of confidence; or
- (e) each party to whom it relates has given its consent in writing.

15.1.2 The obligations set out in this clause 15 shall cease to apply to the Buyer after Completion.

15.1.3 The Sellers and Warrantors acknowledge and agree that certain particulars of this Agreement shall be disclosed in the Prospectus in accordance with the Regulatory Requirements.

## **16. Announcements**

16.1 Except as provided in clause 16.2, no announcement, circular or other communication (whether oral or written) concerning the terms of this Agreement (or the Transaction contemplated or referred to in it) shall be made or issued by or on behalf of any of the parties without the prior written consent of the Buyer, such consent not to be unreasonably withheld.

16.2 Any announcement, circular or other communication made or issued by or on behalf of any party which is required by law or the rules of any regulatory or governmental body to which

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such party is subject, including, without limitation, any stock exchange on which any securities of such party are listed, may be made or issued by or on behalf of that party without consent if it has first sought consent and given the other parties a reasonable opportunity to comment on the subject matter and form of the announcement or circular (given the time scale within which it is required to be released or despatched).

## **17. Costs**

Each party shall pay its own costs and expenses incurred in connection with the preparation, negotiation and completion or termination of this Agreement. For the avoidance of doubt, all stamp, transfer, registration and other similar Tax, duties and charges in connection with this Agreement and the acquisition of the Sale Shares shall be borne and paid solely by the Buyer.

## **18. Applicable Law and Jurisdiction**

18.1 This Agreement and the rights and obligations of the parties including all non-contractual obligations arising under or in connection with this Agreement shall be governed by and construed in accordance with the laws of England and Wales.

18.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement and/or any non-contractual obligation arising in connection with this Agreement.

## **19. Payments**

19.1 Save as expressly provided to the contrary in this Agreement:

19.1.1 any payment to be made pursuant to this Agreement by the Buyer to a Seller shall be made to the bank account notified in writing to the Buyer by the relevant Seller;

19.1.2 any payment to be made pursuant to this Agreement by the Sellers and/or the Warrantors shall be made to the Buyer's Bank Account;

19.1.3 payments under clauses 19.1.1 and 19.1.2 shall be in immediately available funds by electronic transfer on the due date for payment. Receipt of the amount due shall be an effective discharge of the relevant payment obligation; and

19.1.4 if any sum due for payment is not paid on its due date in accordance with this Agreement, default interest shall accrue in accordance with clause 20 (Default Interest).

## **20. Default Interest**

If any party defaults in the payment when due of any sum payable under this Agreement (whether payable by agreement or by an order of a court or otherwise), the liability of that party shall be increased to include interest on that sum from the date when such payment was due until the date of actual payment at a rate per annum of 5% above the base rate from time to time of Barclays Bank Plc. Such interest shall accrue from day to day and shall be compounded annually.

## **21. General**

### **Entire agreement**

- 21.1 This Agreement (together with the other Transaction Documents) contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement and any such other document.
- 21.2 Each of the parties acknowledges and agrees that:
- 21.2.1 it is not entering into this Agreement on the basis of, and is not relying and has not relied on, any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether a party to this Agreement or not) except those expressly repeated or referred to in this Agreement and the only remedy or remedies available to the Buyer in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement; and
- 21.2.2 this clause 21.2 shall not apply to any statement, representation or warranty made fraudulently or to any provision of this Agreement (including, for the avoidance of doubt, the Warranties) which was induced by fraud for which the remedies shall be all those available under the law governing this Agreement regardless of the other terms of this Agreement.
- 21.3 The Buyer acknowledges and agrees that the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law or otherwise all of which are hereby excluded to the fullest extent permitted by law.
- 21.4 This Agreement shall not be construed as creating any partnership or agency relationship between any of the parties.

### **Variations and waivers**

- 21.5 No variation of this Agreement shall be effective unless made in writing signed by or on behalf of all the parties and expressed to be such a variation.
- 21.6 No waiver by any party of any requirement of this Agreement, or of any remedy or right under this Agreement, shall have effect unless given in writing and signed by such party. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of such breach.

### **Assignment**

- 21.7 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in clause 21.8, shall not be assignable by any party without the prior written consent of the other.
- 21.8 The Buyer may assign the benefit of this Agreement (including, without limitation, the Target Warranties) to:
- 21.8.1 a Group Company;
-

21.8.2 any successor in title or any subsequent buyer of the Sale Shares; or

21.8.3 by way of security to any bank or financial institution,

and, in the event of any such assignment, all references in this Agreement to the Buyer shall be deemed to include its assigns provided always that such assignment or grant does not increase the liability of any Seller and/or any Warrantor under this Agreement.

#### **Effect of Completion**

21.9 The provisions of this Agreement, insofar as the same shall not have been fully performed at Completion, shall remain in full force and effect notwithstanding Completion.

#### **Counterparts**

21.10 This Agreement may be executed as two or more counterparts and execution by each of the parties of any one of such counterparts will constitute due execution of this Agreement.

#### **Further assurance**

21.11 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, do and execute and perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give effect to this Agreement.

#### **Other remedies**

21.12 The Buyer acknowledges and irrevocably agrees with each Seller that it will have no rights, remedies or powers provided by law or otherwise (including rights of rescission or termination) for breach of any provision of this Agreement save for a right to claim damages for breach of contract, and the Buyer hereby irrevocably waives any such other rights, remedies and powers.

#### **Third party rights**

21.13 Save as provided in this clause 21.13, no provisions of this Agreement which confer rights upon any third party shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any such third party.

#### **Several liability**

21.14 Except where this Agreement provides otherwise, obligations, covenants, warranties, representations and undertakings expressed to be assumed or given by two or more persons shall in each case be construed as if expressed to be given severally by the Warrantors and/or the Sellers (as applicable).

#### **Successors**

21.15 This Agreement shall be binding on the Buyer's assigns and successors in title.

#### **Set-off**

21.16 The Buyer shall be entitled to set-off the amount of any claim under this Agreement against any sum due from it to the Sellers and/or the Warrantors under this Agreement.

## 22. Notices

### Form of notice

22.1 Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each a **"Notice"** for the purposes of this clause) shall be in English, in writing and signed by or on behalf of the person giving it.

### Method of service

22.2 Service of a Notice must be effected by one of the following methods:

22.2.1 by hand to the relevant address set out in clause 22.6 and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

22.2.2 by prepaid first-class post to the relevant address set out in clause 22.6 and shall be deemed served at the start of the second Business Day after the date of posting; or

22.2.3 by prepaid international airmail to the relevant address set out in clause 22.6 and shall be deemed served at the start of the fourth Business Day after the date of posting; or

22.2.4 by email to the relevant address set out in clause 22.6 and shall be deemed served at the time of transmission if transmitted during a Business Day, or at the start of the next Business Day if transmitted at any other time.

22.3 In clause 22.2 **"during a Business Day"** means any time between 9.30 a.m. and 5.30 p.m. on a Business Day based on the local time where the recipient of the Notice is located. References to **"the start of a Business Day"** and **"the end of a Business Day"** shall be construed accordingly.

22.4 For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by fax or telex or by means of a website or social media.

22.5 This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### Address for service

22.6 Notices shall be addressed as follows:

22.6.1 notices for the Buyer shall be marked for the attention of:

Name: Geoff Baker

Address: Locke Lord (UK) LLP, 201 Bishopsgate, London EC2M 3AB

Email address: geoffbaker@asfgroupltd.com

With a copy to James Channo of Locke Lord (UK) LLP, 201 Bishopsgate, London EC2M 3AB and at jchanno@lockelord.com;

22.6.2 notices for any Seller or its appointed representative at the address set out next to his name in Schedule 1; and

22.6.3 notices for any Warrantor or its appointed representative at the address set out next to his name in Schedule 2

**Change of details**

22.7 A party may change its address for service provided that the new address is within the United Kingdom or the same country and that it gives the other party not less than 28 days' prior notice in accordance with this clause 22. Until the end of such notice period, service on either address shall remain effective.

**THIS AGREEMENT** has been duly executed and delivered as a deed on the date first stated above.

**SCHEDULE 1  
THE SELLERS**

**Part 1**

(1)	(2)	(3)	(4)	(5)	(6)
Name	Address and Email Address	Number of Sale Shares	Number of Consideration Shares	Amount of Consideration (£)	Seller Proportion (%)
Professor Che John Connon		47,000 Ordinary Shares 250,000 Deferred Shares	9,028,731	665,417.47	26.63
Ricardo Gouveia		7,000 Ordinary Shares 50,000 Deferred Shares	1,344,705	99,104.73	3.97
Newcastle University Holdings Limited		36,000 Ordinary Shares 200,000 Deferred Shares	6,915,624	509,681.46	20.40
BSF Angel Funding Limited		86,470 Ordinary Shares	16,610,944	1,224,226.56	49.00
<b>TOTAL:</b>		176,470 Ordinary Shares 500,000 Deferred Shares	33,900,003	£2,498,430.22	100%

**SCHEDULE 2  
THE WARRANTORS**

(1)	(2)	(3)	(4)	(5)
Name	Address and Email Address	Non Tax Liability Cap (£)	Tax Liability Cap (£)	Warrantor Proportion (%)
Professor Che John Connon		332,708.73	665,417.47	33.46
Ricardo Gouveia		49,552.36	99,104.73	4.98
BSF Angel Funding Limited		612,113.28	1,224,226.56	61.56

**SCHEDULE 3**  
**THE COMPANY AS AT THE SIGNING DATE**

<b>Company name</b>	3D Bio-Tissues Limited
<b>Jurisdiction of incorporation</b>	England & Wales
<b>Company number</b>	11666403
<b>Date of incorporation</b>	8 November 2018
<b>Accounting reference date</b>	30 November
<b>Registered Office</b>	The Biosphere Draymans Way, Newcastle Helix, Newcastle Upon Tyne, England, NE4 5BX
<b>Issued share capital</b>	£67.647 divided into:  176,470 Ordinary Shares of £0.0001 each; and 500,000 Deferred Shares of £0.0001 each
<b>Shareholders</b>	Refer to Schedule 1
<b>Directors</b>	Professor Che John Connon Min Yang Geoffrey Robert Baker
<b>Persons of Significant Control (PSC)</b>	BSF Angel Funding Limited Professor Che John Connon
<b>Company Secretary</b>	None
<b>Mortgages/Charges</b>	None
<b>Auditors</b>	F.E. Laughlin Limited

**SCHEDULE 4**  
**THE BUYER AS AT THE SIGNING DATE**

<b>Company name</b>	BSF Enterprise plc
<b>Jurisdiction of incorporation</b>	England & Wales
<b>Company number</b>	11554014
<b>Date of incorporation</b>	5 September 2018
<b>Accounting reference date</b>	30 September
<b>Registered Office</b>	Locke Lord (UK) LLP, 201 Bishopsgate, London, United Kingdom, EC2M 3AB
<b>Issued share capital</b>	£203,400.02 divided into: 20,340,002 ordinary shares of £0.05 each
<b>Directors</b>	Geoff Baker Min Yang Dennis Ow
<b>Persons of Significant Control (PSC)</b>	Geoff Baker Min Yang
<b>Company Secretary</b>	Geoff Baker
<b>Mortgages/Charges</b>	None
<b>Auditors</b>	PKF Littlejohn LLP

**SCHEDULE 5**  
**TARGET WARRANTIES**

**Definitions and interpretation**

In this Schedule, unless a contrary intention is expressly stated, the following definitions shall apply:

**Data Protection Laws** has the meaning set out in paragraph 28.1 of this Schedule 5.

**Governmental Authority** means any governmental authority in the United Kingdom, Italy, Australia or any other country and includes any district, county, federal, state, provincial, municipal or similar authorities.

**Licence and Revenue Share Agreement** means the licence and revenue share agreement between The University of Newcastle Upon Tyne and the Company dated 9 August 2019 (as varied via a letter of agreement dated 17 March 2020).

**Schemes** has the meaning given to it in sub-paragraph 29.1 (Particulars of employees and workers) of this Schedule 5.

## **PART 1: TARGET NON-TAX WARRANTIES**

### **1. Interest in Undertakings**

- 1.1 The Company does not have, nor has it ever had, a participating interest in any undertaking or in the share capital of any body corporate.
- 1.2 The Company does not hold nor does it have any liability in respect of any share or any right or obligation to subscribe for, or to convert any security into, a share, which, as the case may be, is not fully paid up or which carries any liability.
- 1.3 Apart from this Agreement, there is no agreement or commitment outstanding under which the Company is or may be obliged to allot or issue any shares in the capital of the Company or under which any person is or may be entitled to the allotment, issue or transfer of any shares in the capital of the Company.
- 1.4 The Company is incorporated and validly subsisting under the laws of England and Wales.
- 1.5 The Company has full corporate power to carry on its business and to own and operate its assets, properties and business as now carried on and owned and operated.

### **2. Changes to Share Capital**

- 2.1 The Company has not at any time:
  - (a) purchased, redeemed, reduced, cancelled, forfeited or repaid any of its own share capital; or
  - (b) given any financial assistance in contravention of any applicable law or regulation; or
  - (c) allotted or issued any securities that are convertible into shares.

## **Corporate Matters**

### **3. Insolvency**

- 3.1 No order has been made, no resolution has been passed, no petition presented, no meeting convened for the winding up the Company or for a provisional liquidator to be appointed in respect of the Company and the Company has not been a party to any transaction which could be avoided in a winding up.
- 3.2 The Company is not insolvent, has failed or is unable to pay, or has no reasonable prospect of being unable to pay, any of its debts as they fall due, within the meaning of Section 123, Insolvency Act 1986.

### **4. Statutory books and documents filed**

- 4.1 Copies of the memorandum and articles of association (or other constitutional and corporate documents) of the Company have been Disclosed.
- 4.2 The register of members, register of people with significant control (PSC Register) and all other statutory books and registers of the Company: (a) have been properly kept in all material respects in accordance with all applicable laws; (b) are correctly written up to date;

and (c) contain a true, complete and accurate record of all matters and information which should be contained in them.

- 4.3 All returns, particulars, resolutions and other documents that the 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.
- 4.4 All deeds and documents belonging to the Company, or to which any of them is a party, are in the possession of the Company (as the case may be).
- 4.5 There are no powers of attorney granted by the Company which are currently in force and no person is entitled or authorised in any capacity to bind or commit the Company to any obligation outside the ordinary course of the Business.

5. **Brokerage, commission and other fees**

No person is entitled to receive from the Company any introduction fee, brokerage or other commission in connection with the sale of the Sale Shares.

**Information**

6. **Accuracy and adequacy of information**

The information contained in Schedule 3 and, in relation to the Company only, in the Placing Documents is true and accurate and not misleading.

**Accounts**

7. **Preparation and contents of the accounts**

7.1 The Accounts:

- (a) have been prepared in accordance with the requirements of the 2006 Act and FRS 102 ("**Applicable Accounting Standards**") and, where the Applicable Accounting Standards used to prepare the Accounts differs from those applicable in previous three financial periods, the effect of any such difference has been Disclosed;
- (b) have been duly filed in accordance with the Applicable Law.

7.2 Without prejudice to the generality of sub-paragraph 7.1:

- (a) the Accounts:
- (i) give a true and fair view of the state of affairs of the Company at the Accounts Date and the profits or losses of the Company for the financial period ending on that date in accordance with the relevant financial reporting framework;
- (ii) make proper provision or reserve for all liabilities and for all capital and revenue commitments of the Company as at the Accounts Date in accordance with the Applicable Accounting Standards;
- (iii) make adequate provision for bad and doubtful debts in accordance with the Applicable Accounting Standards; and

- (iv) do not include any figure which is referable to the value of an intangible asset;
  - (b) in the Accounts, in valuing work in progress, no value was attributed in respect of eventual profits.
- 7.3 Except for obligations and liabilities reflected in the Accounts, the Company does not have any off balance sheet obligation or liability of any nature (matured or unmatured, fixed or contingent) to, or any financial interest in, any third party or entities, the purpose or effect of which is to defer, postpone, reduce or otherwise avoid or adjust the recording of debt expenses incurred by the Company.
- 7.4 The unaudited interim financial statements of the Company as at and for the six (6) month period ended 31 May 2021:
- (a) have been prepared in accordance with FRS 102;
  - (b) have been prepared using the accounting policies and methods of computation consistent with those used in the Accounts; and
  - (c) fairly reflect the profits, losses, assets and liabilities and cashflows as at 30 May 2021.

## 8. **Accounting records**

- 8.1 The accounting records of the Company comply with the requirements the 2006 Act, do not contain or reflect any material inaccuracy or discrepancy and present and reflect in accordance with generally accepted accounting principles and standards the financial position of and all transactions entered into by the Company or to which it has been a party.
- 8.2 All relevant financial books and records of the Company are in its possession or otherwise under its control.

## 9. **Management Accounts**

The Management Accounts fairly reflect the assets and liabilities, the profits and losses and the income and expenditure of the Company as at their date and for the period to which they relate, and are not affected by any extraordinary, exceptional, unusual or non-recurring income, capital gain or expenditure or by any other factor known by the Warrantors rendering profits or losses for the period covered exceptionally high or low.

## 10. **Events since the Accounts Date**

- 10.1 Since the Accounts Date there has been no material change in:
- (a) the financial or trading position or prospects of the Company; or
  - (b) the value or state of assets or amount or nature of liabilities as compared with the position disclosed in the Accounts.
- 10.2 Since the Accounts Date, the Company has carried on its business in the ordinary course and without interruption or alteration in the nature or scope of the business of the Company,

so as to maintain it as a going concern, and paid its creditors in the ordinary course and within the credit periods agreed with such creditors.

10.3 Since the Accounts Date, no supplier of the Company has ceased or restricted supplies or threatened in writing so to do.

10.4 Since the Accounts Date, the Company has not:

- (a) incurred or committed to incur:
  - (i) material capital expenditure; or
  - (ii) any liability whether actual or contingent except for full value or in the ordinary course of business;
- (b) acquired or agreed to acquire:
  - (i) any asset for a consideration higher than its market value at the time of acquisition or otherwise than in the ordinary course of business; or
  - (ii) any business or substantial part of it or any share or shares in a body corporate;
- (c) disposed of, or agreed to dispose of, any of its assets except in the ordinary course of business and for full value;
- (d) repaid wholly or in part any loan except upon the due date or dates for repayment;
- (e) issued or allotted share or loan capital, increased its authorised share capital, purchased or redeemed any shares, reduced or reorganised its share capital or agreed to do so; or
- (f) declared, made or paid any distribution of profit.

## **Finance and working capital**

### **11. Financial commitments and borrowings**

11.1 The Company is not a party to, nor has agreed to enter into, any lending, or purported lending, agreement or arrangement (other than agreements to give credit in the ordinary course of its business).

11.2 The Company does not have any credit cards in issue in its own name or that of any officer or employee of the Company or any person connected with any officer or employee.

11.3 The Company has not engaged in financing of a type which is not required to be or has not been shown or reflected in the Accounts.

## **Insurances**

### **12. Insurance cover**

12.1 All of the insurance policies maintained by the Company are valid and enforceable and all premiums due have been paid. There are no outstanding claims or circumstances likely to give rise to a claim under such insurance policies or which would be required to be notified

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to the insurers and nothing has been done or omitted to be done which has made or is reasonably likely to make any of the policies void or voidable or as a result of which the renewal of any such policy has been or is reasonably likely to be refused or the premiums due in respect of them materially increased.

**13. Insurance claims**

There are no claims outstanding or threatened or, so far as the Warrantors are aware, pending, against the Company which are not fully covered by insurance.

**Trading and contracts**

**14. Contracts and commitments**

14.1 All contracts, agreements, transactions, obligations, commitments, understandings or arrangements (including, in each case, confirmation of whether such is with a supplier or otherwise, as applicable) requiring in relation to its discharge any payment in excess of £10,000 to which the Company is a party are Disclosed.

14.2 The Company is not or has not at any time, engaged in any activity, practice or conduct which would constitute an offence under:

- (a) the Bribery Act 2010; or
- (b) an Applicable Law relating to anti-bribery or anti-corruption in any jurisdiction.

**15. Trading partners**

The Company is nor, nor has it agreed to become, a party to an agreement or arrangement for sharing commissions, profits or other income.

**16. Licences and consents**

16.1 Complete and accurate details of all licences, consents, permissions, authorisations and approvals required by the Company for the carrying on of its business in the places and in the manner in which its business is now carried on, have been Disclosed and all of them have been obtained by it and are in full force and effect.

16.2 All reports, returns and information required by law or as a condition of any licence, consent, permission, authorisation or approval to be made or given to any person or authority in connection with the business of the Company have been made or given to the appropriate person or authority and so far as the Warrantors are aware there are no circumstances which indicate that any licence, consent, permission, authorisation or approval might not be renewed in whole or in part or is likely to be revoked, suspended or cancelled or which may confer a right of revocation, suspension or cancellation.

**17. Compliance with laws**

17.1 The business of the Company has at all times been conducted in accordance with, in all material respects, all applicable laws, regulations, orders and byelaws.

17.2 So far as the Warrantors are aware, no investigation or inquiry is being, or has been, conducted by and the Warrantors have not received any request in writing for information

Governmental Authority in respect of the affairs of the Company and, so far as the Warrantors are aware, there are no circumstances which would give rise to such investigation, inquiry or request.

**18. Litigation and disputes**

18.1 Except for actions to recover any debt incurred in the ordinary course of the business owed to the Company where each individual debt and its costs outstanding amount to less than £5,000:

- (a) neither the Company nor any person for whose acts the Company may be liable is engaged in any litigation, arbitration, administrative or criminal proceedings, whether as claimant, defendant or otherwise;
- (b) no litigation, arbitration, administrative or criminal proceedings by or against the Company or so far as the Warrantors are aware, any person for whose acts it may be liable are threatened or expected and, as far as the Warrantors are aware, none are pending; and
- (c) so far as the Warrantors are aware, there are no facts or circumstances likely to give rise to any litigation, arbitration, administrative or criminal proceedings against the Company or any person for whose acts it may be liable.

18.2 The Company is not subject to any outstanding order or judgment given by any court or Governmental Authority nor has been a party to any undertaking nor assurance given to any court or governmental or other authority, department, board, body or agency which is still in force, nor so far as the Warrantors are aware are there any facts or circumstances likely to give rise to it becoming subject to such an order or judgment or to be a party to any such undertaking or assurance.

**19. Effect of sale**

So far as the Warrantors are aware, neither the execution nor the performance of this Agreement or any document to be executed at or before Completion will cause the Company to lose the benefit of any right or privilege it presently enjoys or trigger any change of control provision in any contract.

**Assets**

**20. Ownership of assets**

Each of the assets included in the Accounts or acquired by the Company since the Accounts Date (other than the Property and current assets subsequently disposed of or realised in the ordinary course of business) is owned both legally and beneficially by the Company free from Encumbrance and any third party rights and, if capable of possession, is in its possession.

**21. Charges and Encumbrances over assets**

No Encumbrance (other than a lien arising by operation of law in the ordinary course of trading) or other form of security or encumbrance or equity on, over or affecting the Shares or the whole or any part of the undertaking or assets of the Company, including any investment in any other company, is outstanding and, apart from this Agreement, there is no

agreement or commitment to give or create any of them and no claim has been made by any person to be entitled to any of them.

## **Intellectual Property**

### **22. Details of Intellectual Property**

22.1 Save in respect of 'off-the-shelf' software complete and accurate details of all Intellectual Property owned or used by the Company and copies of all licences and other agreements relating to it including any confidentiality agreements and non-disclosure agreements with any licensee have been Disclosed.

22.2 Save as Disclosed, all Intellectual Property owned or used by the Company is either:

- (a) in the sole legal and beneficial ownership of the Company free from all licences, charges or other encumbrances; or
- (b) the subject of binding and enforceable licences from third parties in favour of the Company:
  - (i) of which no written notice to terminate has been received;
  - (ii) in respect of which the Company and, so far as the Warrantors are aware each counterparty has complied with all obligations in those licences; and
  - (iii) in relation to which no disputes have arisen and in respect of which, so far of the Warrantors are aware, there are no circumstances which are likely to give rise to any disputes,

and in either case nothing has been done or omitted to be done whether by the Company or, as far as the Warrantors are aware, by any person which would jeopardise the validity, enforceability or subsistence of any Intellectual Property owned or used by the Company or any such licences.

22.3 The Licence and Revenue Share Agreement is valid, legally binding and enforceable against the parties thereto and the Warrantors are not aware of any reason why the Licence and Revenue Share Agreement could be terminated or become unenforceable as a result of the execution or the performance of this Agreement.

22.4 Save in respect of the Assignment Agreement, the Licence and Revenue Share Agreement has not been amended by the parties thereto and the Company has not waived or failed to enforce any of its rights against The University of Newcastle Upon Tyne.

22.5 The Patents have been unconditionally assigned to the Company pursuant to the terms of the Assignment Agreement.

### **23. Registration**

23.1 Save as Disclosed, any Intellectual Property owned or licensed in by the Company which is capable of registration has been registered or is the subject of an-application for registration, and is or will when duly registered be valid, binding and enforceable and:

- (a) in the case of registrations, all renewal fees have been paid, all renewals have been made by their due date and all such action necessary to preserve and maintain the registration has been taken;
- (b) in the case of Disclosed registrations, each is presently used by the Company and is in full force and effect and has not been abandoned;
- (c) in the case of pending applications, the Warrantors are aware of no reason why any such applications should not proceed to grant; and
- (d) none of the Intellectual Property owned by the Company is subject to any use, claim, application or attack by any other person.

#### 24. **Rights of third parties**

- 24.1 Save as Disclosed, no licences, registered user or other rights have been granted or agreed to be granted by the Company to any person in respect of any Intellectual Property.
- 24.2 Save in respect of 'off-the-shelf' software the Company does not use any Intellectual Property in respect of which any third party has any right, title or interest.
- 24.3 Each Company owns or has the right to use all Intellectual Property Rights required in connection with the conduct of its business as presently carried on.

#### 25. **Infringement and royalties etc.**

So far as the Warrantors are aware, at no time during the past 3 years has there been any unauthorised use or infringement by any person of any Intellectual Property owned by the Company.

#### 26. **Disclosure of confidential information etc.**

Except in the ordinary course of business and on a confidential basis, no disclosure has been made of any of the Confidential Information, know how, processes, financial or trade secrets or supplier lists of the Company.

#### 27. **Names**

Any names used by the Company other than its corporate name have been Disclosed and do not infringe the rights of any person.

### **Data Protection**

#### 28. **Compliance**

- 28.1 The definitions in this paragraph apply in this Agreement:

**Data Protection Laws** means all laws relating to data protection and privacy which are from time to time applicable to the Company (or any part of their business), including (but not limited to): (i) the GDPR; (ii) the Data Protection Act 2018 and all related national laws, regulations and secondary legislation; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all other applicable national laws, regulations and secondary legislation implementing European Directive 2002/58/EC, in each case as amended, replaced or updated from time to time and together with any subordinate

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or related legislation made under any of the foregoing, including those made under the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

**GDPR** means the General Data Protection Regulation (EU) 2016/679 of itself (EU GDPR) and as it forms part of the law of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR).

**Personal Data** has the meaning given in Article 4(1) of the GDPR.

The Company has at all times complied with the Data Protection Laws in all material respects.

## **Employment**

### **29. Particulars of employees and workers**

29.1 Complete and accurate details of the terms and conditions of employment of all employees of the Company, including, without limitation, their identity, age, dates of birth, the date of commencement of their continuous period of employment, their remuneration (including, without limitation, bonus, commission, overtime, profit sharing, share incentive, restricted shares, phantom, share option scheme, long term incentive, car, redundancy, permanent health insurance, medical expenses insurance, life assurance and pension benefits, benefit schemes, or any other payment, benefits or arrangements and understandings whatsoever payable to employees (the "**Schemes**"), job title, notice periods, holiday entitlement, sick pay entitlement and any arrangements or assurances (whether or not legally binding) in relation to their employment or its termination and particulars of employment given to each employee pursuant to Section 1, Employment Rights Act 1996 have been Disclosed.

29.2 The Schemes have at all times been operated in accordance with their governing rules or terms and all applicable laws and all documents which are required to be filed with any regulatory authorities have been so filed and all tax clearances and approvals have been obtained and all registration and self-certification declarations made. There are no proposals to introduce any Schemes save as Disclosed.

### **30. Compliance**

All employees of the Company have a valid and subsisting permission or authority to remain in the United Kingdom and work for the Company and no such permission or authority will expire within the next 6 months.

## **Property**

Save as Disclosed the Company does not have any interest in any freehold or leasehold property and there are no outstanding liabilities owing by the Company in relation to any property which any of them has previously occupied.

## PART 2: TARGET TAX WARRANTIES

### 1. General

- 1.1 All notices, returns (including any land transaction returns), reports, accounts, computations, statements, assessments and registrations and any other information that has been required to be submitted by the Company to any Tax Authority for the purposes of Taxation have been submitted within statutory time limits, were accurate and complete in all respects when supplied and so far as the Warrantors are aware remain accurate and complete in all respects. There is no current dispute with any Tax Authority regarding the Company's Tax affairs and so far as the Warrantors are aware there is no reason why any such dispute should arise in the future.
  - 1.2 All Taxation for which the Company has been liable or is liable to account, has been duly paid in full and within the relevant time limits (insofar as such Taxation ought to have been paid).
  - 1.3 The Company has, within applicable time limits, kept and maintained complete and accurate records, invoices and other information in relation to Taxation as required by the relevant Taxation legislation.
  - 1.4 The Company has not paid or been liable to pay, within the past three years ending on the Signing Date, any penalty, fine, surcharge or material amount of interest in relation to Taxation, and the Company is not subject to any suspended Taxation-related penalties.
  - 1.5 The Company has never been subject to any non-routine visit, audit, investigation, discovery or access order by any Tax Authority.
  - 1.6 The Company is not liable to pay any instalment payments of Tax under the Corporation Tax (Instalment Payments) Regulations 1998.
  - 1.7 The Warrantor Disclosure Letter, to the extent there are any, contains details of:
    - (a) all special agreements or arrangements entered into by the Company with a Tax Authority which are currently applied by the Company which are not based on a strict application of law; and
    - (b) all concessions, dispensations or undertakings granted by a Tax Authority to the Company,  
  
other than a formally published extra-statutory concession or arrangement available to taxpayers generally.
  - 1.8 The Company has duly deducted all amounts which it has been obliged to deduct from any payment made or treated as made by it or in connection with the provision by it of any benefit and has duly accounted for all such amounts to the relevant Tax Authority within any applicable time limits.
  - 1.9 There are no written agreements in place under which the Company is liable to pay any Tax on behalf of any person resident outside the United Kingdom by reason of acting as their agent or representative.
  - 1.10 The Company is not currently liable and there are no arrangements in place under which it is likely to become liable to pay any Taxation, or to reimburse or indemnify any person in respect
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of Taxation, in each case as a result of the failure by another person to discharge any Taxation arising as a result of or in respect of any profit, income or gain arising or deemed to have arisen or any act or omission occurring or deemed to have occurred (whether wholly or partly) prior to Completion.

- 1.11 The Company has not made any payment to or provided any benefit for any officer or employee which is not or was not allowable as a deduction in calculating its profits for Taxation purposes of the accounting period in which it was paid.
- 1.12 The Accounts make, in accordance with UK generally accepted accounting standards, proper provision or reserve for all Taxation liable to be assessed on the Company or for which it may be accountable in respect of the period ended on the Accounts Date.

## 2. **Employee Taxes**

- 2.1 All income tax under the PAYE system, and payments due in respect of employees' national insurance contributions, have been deducted as required by law from all payments made, or treated as made, by the Company, and duly paid by the Company to the relevant Tax Authority (together with any employer's contribution) within applicable time limits; and the Company has complied with all its reporting obligations in connection with the benefits provided for employees and Directors of the Company in all material respects.
- 2.2 In relation to all employment-related securities (as defined in section 421B(8) Income Tax (Earnings and Pensions) Act 2003 (**ITEPA 2003**) acquired prior to Completion in relation to which the Company is or has been the employer (as defined in section 421B(8) ITEPA 2003), each relevant employee has entered into an election pursuant to section 431(1) ITEPA 2003 in the form approved by HMRC no later than 14 days after the acquisition of the employment-related securities (by him or any other person).
- 2.3 Other than the Sellers in respect of the disposal of the Sale Shares, no person has acquired a right to acquire shares or securities, or has acquired any shares or securities, which in either case may give rise to a liability in respect of income tax or National Insurance contributions (or other payroll or social security Taxes) on the Company upon the exercise or disposal of that right or upon the acquisition or disposal of those shares or securities.
- 2.4 No payments or loans have been made to, no assets have been made available or transferred to, and no assets have been earmarked, however informally, for the benefit of, any employee or former employee (or anyone linked with such employee or former employee) of the Company by an employee benefit trust or another third party, falling within the provisions of Part 7A to ITEPA 2003.
- 2.5 There is no arrangement, formal or informal involving the Sellers:
  - (a) to redistribute the consideration payable under this Agreement; or
  - (b) for any payment to be made to, or for any benefit to be received by, any current, former or prospective employee or office holder of the Company from the Sellers in connection with this Agreement or the transactions contemplated by this Agreement.
- 2.6 The Company is small for the purposes of Chapter 8 of Part 2 to ITEPA 2003 such that the provisions of Chapter 10 of Part 2 to ITEPA 2003 do not apply to the Company.

## 3. **Capital Gains and capital allowances**

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- 3.1 The book value shown in, or adopted for the purposes, of the Accounts as the value of each of the assets of the 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 Signing Date would be deductible, in each case, disregarding any statutory right to claim any allowance or relief other than amounts deductible under section 38 of Taxation of Chargeable Gains Act 1992 (**TCGA 1992**).
- 3.2 There has been no transaction to which any of sections 152-154 (inclusive) of TCGA 1992 (replacement of business assets) or section 165 of TCGA 1992 (gifts of business assets) has applied in respect of any asset held by the Company.
- 3.3 Save to the extent reflect in the deferred Tax provision in the Accounts, if any asset of the Company were disposed of at Completion for its book value as shown in, or adopted for the purpose of, the Accounts, or for the value of consideration actually given for it on its acquisition (if such asset were acquired since the Accounts Date), no balancing charge under Capital Allowances Act 2001 (**CAA 2001**) (or any other legislation relating to capital allowances) would be made on the Company.
- 3.4 No event has occurred since the Accounts Date (otherwise than in the ordinary course of business) whereby any balancing charge may fall to be made against, or any disposal value may fall to be brought into account by, the Company under CAA 2001.

#### 4. **Value Added Tax**

- 4.1 The Company is registered for VAT purposes.
- 4.2 The Company does not make any exempt supplies for VAT purposes.
- 4.3 The Company is not and has never been, in default for the purposes of section 59 (The default surcharge) or section 59A Value Added Tax Act 1994 (**VATA 1994**) (Default surcharge: payments on account) in respect of any default which it has not remedied.
- 4.4 The Company does not own any assets which are capital items subject to the capital goods scheme under Part XV of the VAT Regulations 1995 (SI 1995/2518, as amended), nor has it exercised any option to tax under Part 1 of Schedule 10 to the VATA 1994.

#### 5. **Stamp Duty and Stamp Duty Land Tax**

- 5.1 All documents in the possession, or under the control, of the Company, to which it has been a party and are required to establish title of the Company to an asset and which attract stamp duty, or stamp duty reserve tax, have been stamped in accordance with the relevant Tax Legislation. No such documents are presently subject to adjudication of claims for exemption or relief.
- 5.2 The Company has duly delivered to HM Revenue & Customs all returns required to be delivered by it to HMRC in respect of UK stamp duty land tax and all such returns comply with the relevant Tax legislation.
- 5.3 The Company has paid all stamp duty land tax for which it has been liable.
- 5.4 Within the three years immediately preceding the date of this Agreement, the Company has made no claim for relief or exemption under section 42 Finance Act 1930 (Relief from transfer stamp duty in case of transfer of property as between associated companies).
- 5.5 Within the last three years, the Company has claimed no relief from SDLT under paragraphs 1 (Group relief), 7 (Reconstruction relief) or 8 (Acquisition relief) Schedule 7 Finance Act 2003.

## 6. **Groups of Companies**

The Company is not a member of a group of companies for any Tax purpose.

## 7. **Close Companies**

7.1 The Company is not and has not been a close investment-holding company (as defined in section 34 CTA 2010).

7.2 No distribution within section 1064 CTA 2010 (certain expenses of close companies treated as distributions) has been made by the Company during the last three years.

7.3 Any outstanding loans or advances made or agreed to be made by the Company falling within Chapter 3 Part 10 CTA 2010 (charge to tax in case of loan to participator) have been disclosed in the Disclosure Letter to the extent there are any outstanding and the Company has not released or written off, or agreed to release or write off, the whole or any part of any such loans or advances.

## 8. **Tax Avoidance**

8.1 The Company has never been party to or concerned with any scheme or arrangement of which the main purpose or one of the main purposes was the avoidance of liability to Tax or entered into any arrangements which was required to be disclosed to any Tax Authority under any regime requiring disclosure of tax avoidance schemes.

8.2 The Company has not engaged in any activity, practice or conduct which would constitute either:

(a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

(b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

8.3 The Company has in place such reasonable prevention procedures (as defined in sections 45(3) and 46(4) of the Criminal Finances Act 2017) as are proportionate to its business risk.

## 9. **Company Residence and Foreign Taxes**

9.1 The Company has never:

(a) been resident for Tax purposes or been subject to Tax in any place other than the United Kingdom;

(b) had any place of business, office or permanent establishment (within the meaning of section 1141 CTA 2010) outside the jurisdiction of its incorporation;

(c) held any interest in any other company.

## 10. **Dividends and Distributions**

Since the Accounts Date the Company has not made or agreed to make any distributions (as defined in Chapter 2 Part 23 CTA 2010 (Matters which are distributions)) save as provided for in the Accounts.

11. **Inheritance tax**

11.1 The Company has never:

- (a) made any transfer of value within sections 94 and 202 of Inheritance Tax Act 1984 (**IHTA 1984**); or
- (b) received any value such that liability might arise under section 199 of IHTA 1984; or
- (c) been a party to associated operations in relation to a transfer of value as defined by section 268 of IHTA 1984.

11.2 There is no unsatisfied liability to inheritance tax attached to, or attributable to, the Sale Shares or any asset of the Company. None of them are subject to any Inland Revenue charge as mentioned in sections 237 and 238 of IHTA 1984.

11.3 Neither any asset owned by the Company, nor the Sale Shares, are liable to be subject to any sale, mortgage or charge by virtue of section 212(1) of IHTA 1984.

**SCHEDULE 6**  
**BUYER WARRANTIES**

**PART 1 – BUYER FUNDAMENTAL WARRANTIES**

**1. Status, Capacity and Title**

1.1 The Buyer warrants to the Sellers that:

1.1.1 it is a company validly existing under the 2006 Act;

1.1.2 it has full power and authority and has, save as set out in this Agreement, obtained all necessary consents to enter into and perform the obligations expressed to be assumed by it under the Transaction Documents;

1.1.3 the obligations expressed to be assumed by it hereunder are legal, valid and binding and enforceable against it in accordance with their terms; and

1.1.4 the execution, delivery and performance by it of this Agreement and each Transaction Document will not:

1.1.4.1 result in a breach of, or constitute a default under, any material agreement or arrangement to which it is a party or by which it is bound; or

1.1.4.2 result in a material breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

1.2 Save for the approval of the FCA and the passing of the Buyer Resolutions, the Buyer has all necessary power under the Articles and all authorisations, approvals, consents, orders, registrations and licences from any court, government agency or body having jurisdiction over the Buyer or any of their properties or other regulatory body which are required by the Buyer have been unconditionally obtained and are in full force and effect to permit the Buyer to allot and issue the Consideration Shares and to enter into this Agreement and to perform its obligations under this Agreement.

1.3 The entire issued share capital of the Buyer has been admitted to trading on the Main Market of the London Stock Exchange.

1.4 Save as contemplated by this Agreement or any Transaction Document or as set out in the Placing Documents, no commitment has been given to:

1.4.1 create an Encumbrance affecting the issued shares of the Buyer (or any unissued shares or debentures or other unissued securities of the Buyer); or

1.4.2 to issue any share capital,

and no person has claimed any rights in connection with any of those things.

1.5 The Buyer warrants to the Sellers that when unconditionally issued, the Consideration Shares will be duly and lawfully allotted to each Seller fully paid and free from any Encumbrance and together with all rights that attach (or may in the future attach) to such Consideration Shares including, in particular, the right to receive all dividends and distributions declared, received or paid after Completion and that such Consideration

Shares will rank pari passu in all respects with the Buyer Ordinary Shares in issue as at the Signing Date.

- 1.6 The Consideration Shares and the Placing Shares will, at Completion, be issued at a price per share equal to the Placing Price.
- 1.7 The Buyer warrants to the Sellers that the Consideration shares will, at Completion, represent between 41% and 46 % of the Enlarged Issued Share Capital inclusive of any dilution from securities issued pursuant to the BSF Enterprise PLC Restricted Share Plan and the BSF Enterprise PLC Employee Share Option Scheme.

## 2. **Litigation and Insolvency**

- 2.1 Neither the Buyer nor any of the Existing Directors are engaged in any legal or arbitration proceedings or is the subject of any disciplinary proceedings or enquiries by any governmental or regulatory bodies which individually or collectively may have a significant effect on the financial position of the Buyer or which is relevant for disclosure to prospective investors or the Sellers and no such legal or arbitration or disciplinary proceedings are threatened or pending nor are there any circumstances of which the Buyer is aware which may give rise to any such legal or arbitration or disciplinary proceedings being threatened or commenced.
- 2.2 The Buyer has not taken any action nor have any other steps been taken or legal proceedings started or, to the best of the knowledge, information and belief of the Buyer, are threatened against the Buyer for its winding-up, striking-off or dissolution or for it to enter into any arrangement with or composition for the benefit of creditors (including any moratorium prior to a voluntary arrangement), or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Buyer or any of its properties, revenues or other assets, including the filing of any administration application, notice of intention to appoint an administrator or notice of appointment of an administrator or for the occurrence of any event in a jurisdiction outside England and Wales of any form of insolvency proceeding or event similar or analogous to any of those referred to in this paragraph.

## **PART 2 – BUYER NON-TAX WARRANTIES**

### 1. **Interest in Undertakings**

- 1.1 The Buyer does not have, nor has it ever had, a participating interest in any undertaking or in the share capital of any body corporate.
- 1.2 The Buyer does not hold nor does it have any liability in respect of any share or any right or obligation to subscribe for, or to convert any security into, a share, which, as the case may be, is not fully paid up or which carries any liability.
- 1.3 Apart from this Agreement, there is no agreement or commitment outstanding under which the Buyer is or may be obliged to allot or issue any shares in the capital of the Buyer or under which any person is or may be entitled to the allotment, issue or transfer of any shares in the capital of the Buyer.
- 1.4 The Buyer is incorporated and validly subsisting under the laws of England and Wales.

1.5 Save as contemplated by this Agreement or any Transaction Document or as set out in the Placing Documents, the Company has not traded or entered into any commercial arrangements with any third party.

## 2. **General**

2.1 Save as stated in the Prospectus, no further shares will be issued by the Buyer in its capital prior to Admission save in respect of the Consideration Shares and the Placing Shares.

2.2 The factual information concerning the Buyer contained in the Prospectus is and will be when the same is published true and accurate in all material respects and not misleading and all expressions of opinion, intention and expectation contained therein are and will be when the Prospectus is published reasonable and not misleading and made after due and careful consideration and are and will be truly and honestly held by the directors of the Buyer.

2.3 So far as the Buyer is aware, there are no other facts relating to the Buyer which are not or will not be disclosed in the Prospectus which, in the context of the acquisition of the Company under this Agreement and/or Admission, might be material for disclosure therein or the omission of which would make any statement relating to the Buyer contained in the Prospectus misleading in any respect.

## **Corporate Matters**

### 3. **Insolvency**

3.1 No order has been made, no resolution has been passed, no petition presented, no meeting convened for the winding up the Buyer or for a provisional liquidator to be appointed in respect of the Buyer and the Buyer has not been a party to any transaction which could be avoided in a winding up.

3.2 The Buyer is not insolvent, has failed or is unable to pay, or has no reasonable prospect of being unable to pay, any of its debts as they fall due, within the meaning of Section 123, Insolvency Act 1986.

## **Information**

### 4. **Accuracy and adequacy of information**

The information contained in Schedule 4 and, in relation to the Buyer only, in the Placing Documents is true and accurate and not misleading.

## **Buyer Accounts**

### 5. **Preparation and contents of the accounts**

5.1 The Buyer Accounts:

- (a) have been prepared in accordance with IFRS and the requirements of the 2006 Act and all applicable accounting principles, methods and practices generally accepted and current at the Buyer Accounts Date in the United Kingdom and, where the accounting practice used to prepare the Buyer Accounts differs from those applicable in previous financial periods, the effect of any such difference has been Disclosed;
  - (b) have been audited by an auditor or firm of accountants registered to act as auditors in the UK and the auditors' report(s) required to be annexed to the Buyer Accounts is unqualified; and
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(c) have been duly filed in accordance with the Applicable Law.

For the purposes of this paragraph 5.1 “IFRS” means the International Financial Reporting Standards adopted pursuant to Regulation (EC) no 1606/2002 as it applies in the European Union.

5.2 Without prejudice to the generality of sub-paragraph 5.1

(a) the Buyer Accounts:

- (i) give a true and fair view of the state of affairs of the Buyer at the Buyer Accounts Date and the profits or losses of the Buyer for the financial period ending on that date in accordance with the relevant financial reporting framework;
- (ii) make proper provision or reserve for all liabilities and for all capital and revenue commitments of the Buyer as at the Buyer Accounts Date;
- (iii) make adequate provision for bad and doubtful debts; and
- (iv) do not include any figure which is referable to the value of an intangible asset;

(b) in the Buyer Accounts, in valuing work in progress, no value was attributed in respect of eventual profits.

5.3 Except for obligations and liabilities reflected in the Buyer Accounts, the Buyer does not have any off balance sheet obligation or liability of any nature (matured or unmatured, fixed or contingent) to, or any financial interest in, any third party or entities, the purpose or effect of which is to defer, postpone, reduce or otherwise avoid or adjust the recording of debt expenses incurred by the Buyer.

## 6. **Events since the Buyer Accounts Date**

6.1 Since the Buyer Accounts Date there has been no material change in:

- (a) the financial or trading position or prospects of the Buyer; or
- (b) the value or state of assets or amount or nature of liabilities as compared with the position disclosed in the Buyer Accounts.

6.2 Since the Buyer Accounts Date, the Buyer has carried on its business in the ordinary course and without interruption or alteration in the nature or scope of the business of the Buyer, so as to maintain it as a going concern, and paid its creditors in the ordinary course and within the credit periods agreed with such creditors.

6.3 Since the Buyer Accounts Date and save as contemplated by any Transaction Document, the Buyer has not:

- (a) incurred or committed to incur:
  - (i) material capital expenditure; or

- (ii) any liability whether actual or contingent except for full value or in the ordinary course of business;
- (b) acquired or agreed to acquire:
  - (i) any asset for a consideration higher than its market value at the time of acquisition or otherwise than in the ordinary course of business; or
  - (ii) any business or substantial part of it or any share or shares in a body corporate;
- (c) disposed of, or agreed to dispose of, any of its assets except in the ordinary course of business and for full value;
- (d) repaid wholly or in part any loan except upon the due date or dates for repayment;
- (e) issued or allotted share or loan capital, increased its authorised share capital, purchased or redeemed any shares, reduced or reorganised its share capital or agreed to do so; or
- (f) declared, made or paid any distribution of profit.

## 7. **Compliance with laws**

- 7.1 The business of the Buyer has at all times been conducted in accordance with, in all material respects, all applicable laws, regulations, orders and byelaws in the United Kingdom.
- 7.2 So far as the Buyer is aware, no investigation or inquiry is being, or has been, conducted by, and the Buyer has not received any request in writing for information from any Governmental Authority in respect of the affairs of the Buyer and, so far as the Buyer is aware, there are no circumstances which could give rise to such investigation, inquiry or request.

## 8. **Litigation and disputes**

- 8.1 Except for actions to recover any debt incurred in the ordinary course of the business owed to the Buyer where each individual debt and its costs outstanding amount to less than £5,000:
- (a) neither the Buyer nor any person for whose acts the Buyer may be liable is engaged in any litigation, arbitration, administrative or criminal proceedings, whether as claimant, defendant or otherwise;
  - (b) no litigation, arbitration, administrative or criminal proceedings by or against the Buyer or so far as the Buyer is aware, any person for whose acts it may be liable are threatened or expected and, as far as the Buyer is aware, none are pending; and
  - (c) so far as the Buyer is aware, there are no facts or circumstances likely to give rise to any litigation, arbitration, administrative or criminal proceedings against the Buyer or any person for whose acts it may be liable.
- 8.2 The Buyer is not subject to any outstanding order or judgment given by any court or Governmental Authority nor has been a party to any undertaking nor assurance given to any court or governmental or other authority, department, board, body or agency which is still in force, nor so far as the Buyer is aware are there any facts or circumstances likely to give rise

to it becoming subject to such an order or judgment or to be a party to any such undertaking or assurance.

9. **Intellectual Property**

The Buyer does not have any registered or unregistered Intellectual Property.

10. **Pensions**

There are no retirement benefit schemes, pension schemes or other pension arrangements in operation by or in relation to the Buyer.

11. **Property**

Save as Disclosed or set out in the Prospectus, the Buyer does not have any interest in any freehold or leasehold property and there are no outstanding liabilities owing by the Buyer in relation to any property which any of them has previously occupied.

12. **Licences and consents**

The Buyer does not require any licences or consents to carry on its business save in respects of the Listing Rules in relation to the Buyer's listing on the Main Market.

13. **Public Record**

13.1 All information required to be announced by the Buyer for the past three years through a Regulatory Information Service of the London Stock Exchange has been so announced and all such information, at the time of being announced, was true and accurate in all material respects and not mislead.

13.2 The Buyer has complied with its obligations under the Regulatory Requirements for the past three years in all material respects.

14. **Employment**

14.1 The Buyer does not have and has not had any employees for the past three years.

14.2 Save in respect of accrued salary, fees, expenses, holiday pay and other emoluments due under the service contracts or letters of appointment (as the case may be) between the Buyer and the Existing Directors, there are no amounts owing or promised to any Existing Director or former director and no liability is subsisting against the Buyer for breach of any contract for services or consultancy agreement.

**PART 3 – BUYER TAX WARRANTIES**

1. **General**

1.1 All notices, returns (including any land transaction returns), reports, accounts, computations, statements, assessments and registrations and any other information that has been required to be submitted by the Buyer to any Tax Authority for the purposes of Taxation have been submitted within statutory time limits, were accurate and complete in all respects when supplied and so far as the Buyer is aware remain accurate and complete in all respects. There is no current dispute with any Tax Authority regarding the Buyer's Tax affairs and so far as the Buyer is aware there is no reason why any such dispute should arise in the future.

- 1.2 All Taxation for which the Buyer has been liable or is liable to account, has been duly paid in full and within the relevant time limits (insofar as such Taxation ought to have been paid).
- 1.3 The Buyer has, within applicable time limits, kept and maintained complete and accurate records, invoices and other information in relation to Taxation as required by the relevant Taxation legislation.
- 1.4 The Buyer has not paid or been liable to pay, within the past three years ending on the Signing Date, any penalty, fine, surcharge or material amount of interest in relation to Taxation, and the Buyer is not subject to any suspended Taxation-related penalties.

## 2. **Company Residence and Foreign Taxes**

- 2.1 The Buyer has never:
  - (a) been resident for Tax purposes or been subject to Tax in any place other than the United Kingdom;
  - (b) had any place of business, office or permanent establishment (within the meaning of section 1141 CTA 2010) outside the jurisdiction of its incorporation;

**SCHEDULE 7**  
**WARRANTOR LIMITATIONS ON LIABILITY**

- 1 The liability of the Warrantors under the Target Warranties shall be reduced if and to the extent that the loss shall have been recovered under the Target Tax Covenant (and vice versa).
  - 2 The Warrantors shall not be liable for any Target Warranty Claim if, and to the extent that, the fact, matter, circumstance or event giving rise to such Target Warranty Claim has been Disclosed in the Disclosure Letter.
  - 3 The Warrantors shall not be liable for a Target Claim unless:
    - (a) written notice from or on behalf of the Buyer, giving such reasonable details of the Claim as are available to the Buyer, has been deemed served on the Sellers' Representative in accordance with the provisions of 22 (Notices):
      - (i) in the case of a Target Non-Tax Warranty Claim, on or before the date falling 18 calendar months from the date of this Agreement; or
      - (ii) in the case of any Target Tax Warranty Claim or any Target Tax Claim not later than 7 years from the date of Completion; and
    - (b) the amount of the Target Warranty Claim:
      - (iii) exceeds £7,500.00, in which case the Warrantors shall be liable for the whole amount of the Target Warranty Claim and not simply the excess paid; and
      - (iv) when aggregated with all other Target Warranty Claims made on the same occasion or previously, is equal to or exceeds £50,000.00 (in which case the Sellers shall be liable for the whole amount of all of the Target Warranty Claims and not simply the excess).
  - 4 The aggregate liability of any individual Warrantor for all Target Claims and any other claims under this Agreement (other than a claim in respect of any Seller Fundamental Warranty, any Target Tax Claim and any Target Tax Warranty Claim) shall not exceed the amount set out opposite that Warrantor's name in column (3) of the table at Schedule 2 (the "**Non Tax Liability Cap**"). In respect of any Target Tax Claim and any Target Tax Warranty Claim the liability of any individual Warrantor shall not exceed the amount set out opposite that Warrantor's name in column (4) of the table at Schedule 2 (the "**Tax Liability Cap**").
  - 5 Save as set otherwise set out in this Agreement, the Non Tax Liability Cap shall be equal to the aggregate value of 50% of the Consideration Shares allotted and issued to each Warrantor at the Placing Price on Completion (the "**Warranty Security Shares**"). The Tax Liability Cap is equal to the aggregate value of £2,498,430.22.
  - 6 If there is a settled Target Claim then the Warrantors shall be entitled to satisfy such liability (the "**Warrantor Liability Amount**") by disposing of such number of Warranty Security Shares pursuant to, and in accordance with, the terms of the Lock-in and Orderly Market Agreement at the prevailing market price (or procure the disposal of any other shares in the capital of the Buyer in respect of which they can expect to receive, or have a beneficial entitlement to, the resulting proceeds) such that upon such shares being sold, the aggregate net proceeds of such sale (the "**Net Sale Proceeds**") are equal to the Warrantor Liability Amount (each such occasion on which such a disposal has been effected to satisfy a Warranty Liability Amount being a "**Warranty Security Share Disposal**"). For the purposes of this paragraph, "settled Target Claim" shall mean an amount in relation to the liability for any Target Claim that has been:
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- 6.1 agreed in writing between the Buyer and the Warrantors; or
- 6.2 determined by an English court or tribunal of competent jurisdiction or a Tax Authority.
- 7 The Buyer acknowledges and agrees that in the event that the Net Sale Proceeds is less than the Warrantor Liability Amount, the Buyer shall in no circumstances be entitled to any payment in cash or otherwise for the balance of any (or any subsequent) Warrantors Liability Amount from the Warrantors. For the avoidance of doubt nothing in this paragraph 7 shall apply to any breach of the Seller Fundamental Warranties by any of the Sellers.
- 8 The Warrantors shall not be liable for any Target Non-Tax Warranty Claim:
- (a) if, and to the extent that, a liability arises or is increased as a result of any voluntary act or deliberate omission of the Buyer (or any persons deriving title from it) or the Company after Completion done or suffered outside the ordinary course of business and other than:
    - (i) pursuant to a legally binding obligation entered into by the Buyer and/or the Company before Completion; or
    - (ii) in order to comply with any law; or
    - (iii) at the request of or with the consent of the Sellers' Representative; or
  - (b) based on a liability which is contingent only unless and until such contingent liability becomes an actual liability and is due and payable; or
  - (c) if, where the Buyer and/or the Company is entitled to make a claim under a policy of insurance in force prior to Completion in respect of any matter or circumstance giving rise to the Target Non-Tax Warranty Claim unless the Buyer first makes (or procures that the Company makes) a claim against its insurers pursuant to the relevant policy, provided that no such claim against insurance shall be made if, in the opinion of the Buyer, it would materially affect the business of the Buyer and/or the Company or would be likely to result in a material increase in insurance premiums of the Buyer and/or the Company. The Warrantors' liability in respect of any such Target Non-Tax Warranty Claim shall then be reduced by the amount recovered under such policy of insurance (less all costs, charges and expenses incurred by the Buyer in recovering that sum including but not limited to any increase in insurance premium of any nature whatsoever), or extinguished if the amount so recovered exceeds the amount of the Target Non-Tax Warranty Claim.
- 9 If the Buyer and/or the Company is at any time entitled to recover or otherwise claim reimbursement from a third party in respect of any matter or circumstance giving rise to a Target Non-Tax Warranty Claim the following provisions shall apply:
- (a) the Buyer shall (or shall procure that the Company shall) take reasonable steps to enforce such recovery or seek such reimbursement from the relevant third party and shall do so before making a Target Non-Tax Warranty Claim against the Warrantors;
  - (b) the liability of the Warrantors in respect of the related Target Non-Tax Warranty Claim shall be reduced by the amount (if any) actually recovered from the relevant third party (less all reasonable costs, charges and expenses incurred by the Buyer or the Company in recovering that sum), or extinguished if the amount recovered exceeds the amount of the relevant Target Non-Tax Warranty Claim; and
  - (c) if the Warrantors make a payment to the Buyer in respect of a Target Non-Tax Warranty Claim and the Buyer or the Company subsequently recovers from a third

party a sum which is referable to that Target Non-Tax Warranty Claim the Buyer shall promptly repay to the Warrantors the lower of:

- (i) the amount recovered from such third party (less all reasonable costs, charges and expenses incurred by the Buyer or the Company in recovering that sum); and
- (ii) the amount paid to the Buyer by Warrantors in respect of the relevant Target Non-Tax Warranty Claim which may be satisfied by the Buyer issuing such number of Buyer Ordinary Shares, at the Placing Price, to the Warrantors as is equal to the amount to be so repaid.

10 Any amount repaid to the Warrantors pursuant to paragraph 9(c) of this Schedule shall be deemed to have never been paid by the Warrantors to the Buyer.

11 The Buyer shall not be entitled to recover damages, or obtain payment, reimbursement, restitution or indemnity from any Warrantor more than once under this Agreement in respect of the same loss, shortfall, damage or deficiency.

12 The Buyer agrees that rescission or termination shall not be available as a remedy for any breach of this Agreement following Completion and the Buyer shall not be entitled to rescind or terminate this Agreement at any time following Completion.

13 The Buyer shall (and shall cause the Company to) take all reasonable steps to avoid or mitigate any loss or liability that may give rise to a Warranty Claim.

14 None of the Warrantors shall be liable in respect of any Target Warranty Claim and, accordingly, no Target Warranty Claim may be brought to the extent that the fact, matter or circumstance giving rise to such Target Warranty Claim is:

- (i) Disclosed;
- (ii) in the actual knowledge of the Buyer and, for this purpose, that knowledge means the actual knowledge of Dennis Ow, Geoff Baker and Ming Yang.

15 The Warrantors shall not be liable in respect of any Target Warranty Claim if and to the extent that the matter or circumstance giving rise to the Target Warranty Claim is expressly set out in and/or provided for in the Accounts and/or the Management Accounts and/or the Prospectus.

16 If the Buyer and/or the Company becomes aware of any matter which might give rise to a claim by or dispute with a third party ("**Third Party Target Claim**") which might give rise to a Target Non-Tax Warranty Claim the Buyer shall (or shall procure that the Company shall):

16.1 as soon as reasonably practicable given written notice to the Warrantors of the matter;

16.2 keep the Warrantors informed of the progress of the Third Party Target Claim; and

16.3 consult with the Warrantors with respect to the handling of any Third Party Target Claim and consider (with no obligation to comply) any reasonable requests made by the Warrantors in relation to the Third Party Target Claim,

provided always that the Buyer shall have no obligation to provide such details of a Third Party Target Claim to the extent that it is precluded from disclosing such details pursuant to applicable law and/or any regulatory or other authority or in order to preserve privilege.

17 The Buyer shall not and shall ensure that the Company does not admit liability in respect of or compromise or settle the Third Party Target Claim without the prior written consent of the Warrantors (such consent not to be unreasonably withheld or delayed).

- 18 The Warrantors shall not be liable for any Target Warranty Claim to the extent that:
- 18.1 the fact, matter, event or circumstance giving rise to such Target Warranty Claim is remediable ("**Remediable Breach**"); and
- 18.2 such Remediable Breach is remedied by, or at the sole expense of the Warrantors, to the reasonable satisfaction of the Buyer:
- 18.2.1. in the respect of any breach of Target Warranty(ies) by the Warrantors prior to Completion, within 10 Business Days of the date on which written notice of such breach is given to the Warrantors and, in any event, by the 5th Business Day prior to the Completion Date; or
- 18.2.2. in respect of any breach of Target Warranty by the Warrantors on or following Completion, within 10 Business Days of the date on which written notice of such Target Warranty Claim is given to the Warrantors.
- 19 No liability shall arise in respect of any Target Non-Tax Claim to the extent that liability in respect of that Target Non-Tax Claim arises or is increased as a result of any legislation not in force at the Signing Date which takes effect retrospectively except for any retrospective legislation that relates to either countering the avoidance of Tax and/or the gross-up of Tax.
- 20 The Warrantors shall not be liable for any Target Non-Tax Warranty Claim to the extent that it arises or is increased or extended by:
- 20.1 any change in the accounting reference date of the Buyer and/or the Company made on and/or after Completion;
- 20.2 any changes in accounting policy or practice of the Company on and/or after Completion; or
- 20.3 any voluntary act, omission, transaction or arrangement carried out on or after Completion by or on behalf of the Buyer and/or the Company; or
- 20.4 any increase in rates of Taxation or any change in the published practice of the Tax Authority in each case made on and/or after Completion with retrospective effect except for any retrospective legislation that relates to either countering the avoidance of Tax and/or the gross-up of Tax.
- 21 The Warrantors shall not plead the Limitation Act 1980 in respect of any Target Warranty Claim that are notified to the Sellers within the relevant time limits in this Schedule 7.

**SCHEDULE 8  
TAX SCHEDULE**

**Part 1  
(Definition and Interpretations)**

**1 Definitions and interpretation**

In this Schedule:

**"Accounts Relief"** means:

- (a) any Tax Asset; and
- (b) any Relief to the extent taken into account in the Accounts in reducing or extinguishing any provision for deferred Tax made in the Accounts (or which but for the Relief would have been made in the Accounts).

**"Buyer's Relief"** means:

- (a) any Accounts Relief; and
- (b) any Relief of the Company arising from an Event that takes place in the ordinary course of business after the Accounts Date and on or before Completion;
- (c) any Relief of the Company arising from an Event that takes place after Completion; and
- (d) any Relief arising to the Buyer or any company affiliated with the Buyer (other than the Company) at any time.

**"Buyer's Tax Group"** means the Buyer and any other company or companies which are treated as members of the same group as either of them for any Tax purpose.

**"Dispute"** means any dispute, appeal, negotiations or other proceedings in connection with a Tax Assessment.

**"Event"** means any transaction, act, event, omission or supply (including death, change in the residence or persons ceasing to be associated or members of the same group for Tax purposes), and (where applicable) includes Completion.

**"HMRC"** means Her Majesty's Revenue and Customs.

**"Liability to Tax"** means:

- (a) any liability of the Company to make an actual payment of or on account of Tax, whether or not the same is primarily payable by the Company and whether or not the Company has or may have any right of reimbursement against any other person;
- (b) the Loss, otherwise than by use or setting off, of any Accounts Relief; and
- (c) the use or setting off of any Buyer's Relief where, but for that set off or use, the Company would have had a liability to make a payment of Tax for which the Warrantors would have been liable under paragraph 2 of this Target Tax Covenant.

**"Loss"** means the loss, denial, disallowance, claw-back or cancellation in whole or in part of any Relief.

**"Overprovision"** means the amount by which any provision for Tax (other than deferred tax) in the Accounts is overstated or any right to repayment of Tax in the Accounts is understated, except where that overstatement or understatement arises due to:

- (a) a change in law;
- (b) a change in the accounting bases on which the Company values its assets (other than a change to comply with UK generally accepted accounting standards; or
- (c) a voluntary act or omission of the Buyer,

that, in each case, occurs after Completion.

**"Relief"** means any relief, allowance, credit, exemption or, set off in respect of Tax or any deduction in computing, profits, income or gains for the purposes of Tax or any right to repayment of Tax.

**"Saving"** means the reduction or elimination of any liability of the Company or any member of the Buyer's Tax Group to make a payment of or on account of Tax in respect of which the Warrantors would not have been liable under Paragraph 2 or any repayment of Tax or Tax credit which arises by the use of any Relief arising (i) wholly as a result of a Liability to Tax for which the Sellers have made a payment under paragraph 2 of this Tax Covenant or (ii) wholly as a result of the Event or Events giving rise to such a Liability for Tax or (save to the extent that the Saving has been reflected in the amount paid by the Sellers in respect thereof) for breach of any Target Tax Warranty.

**"Tax"** or **"Taxation"** means all taxes, duties, imposts, contributions, withholdings, deductions, charges, levies and sums in the nature of taxes or sums payable on account of the foregoing (other than stamp duty) wherever and whenever imposed, charged or demanded and all charges, interest, fines, penalties and surcharges relating to the same but shall exclude all business rates, water rates and local authority and utility charges.

**"Tax Assessment"** includes any notice, demand, assessment, letter or other document issued or action taken by or on behalf of any person including a Tax Authority or the Company, or any circumstances, in each case from which it appears that there is or could be a Tax Claim.

**"Tax Asset"** means any Relief to the extent taken into account in the Accounts as an asset of the Company.

**"Tax Authority"** means HMRC and its predecessors, and any other governmental, state, federal or other fiscal, revenue, customs or excise authority, department, agency, body or office whether in the United Kingdom or elsewhere in the world having authority or jurisdiction for any Tax purpose.

1.1 References to any amount being distributed, paid, utilised, earned, accrued, received or recognised shall include anything deemed to be so for the relevant Tax purpose and references to the timing of such matters shall include the time at which they are deemed for the relevant Tax purpose to have taken place.

1.2 References to Events include those which are for the relevant Tax purpose deemed to have occurred and references to the timing of Events include the time at which they are deemed for a relevant Tax purpose to have occurred.

- 1.3 It shall be assumed for the purposes of determining whether a Liability to Tax or any Relief arises on, before or after Completion, that the date of Completion is the end of an accounting period for the purposes of section 10 CTA 2009.

**Part 2**  
**(Target Tax Covenant)**

**1 TARGET COVENANTS**

- 1.1 Subject to paragraph 2 of Part 2 this Schedule, the Warrantors jointly and severally covenant to pay to the Buyer an amount equal to:
- (a) any Liability to Tax of the Company arising in respect of or in consequence of:
    - (i) any Event occurring on or before Completion; or
    - (ii) any income, profits, capital receipts or gains earned, accrued or received by the Company on or before Completion;
  - (b) any Liability to Tax of the Company arising under Part 7A of ITEPA 2003, whether arising before or after Completion, where the arrangement giving rise to the charge was entered into on or prior to Completion at a time when the third party was acting on the instructions of, or for the benefit of, the Sellers or an associate of the Sellers;
  - (c) any Liability to Tax falling within paragraphs (b) or (c) of the definition of Liability to Tax;
  - (d) any liability of the Company or the Buyer to account for income tax under the Pay As You Earn system or employees' national insurance contributions in respect of any payment of any part of the Consideration (together with any related interest or penalties);
  - (e) the amount of any inheritance tax payable under the Inheritance Tax Act 1984 which:
    - (i) at Completion is a charge on any of the Sale Shares or in respect of which there is at Completion a power to sell, mortgage or charge any of the Sale Shares;
    - (ii) arises in respect of an actual or deemed transfer of value which occurred on or before Completion and which after Completion becomes a charge on any of the shares in or assets of the Company or gives rise to a power to sell, mortgage or charge any such shares or assets;
  - (f) any Liability to Tax, including liability for payments in respect of Tax, that arises solely due to the relationship for Tax purposes before Completion of the Company with any person other than a member of the Buyer's Tax Group ("**Primary Obligor**") and as a result of any failure of the Primary Obligor to pay any Tax for which it is liable, whether arising before or after Completion;
  - (g) any Liability to Tax being any liability of the Company to account for income tax or national insurance contributions arising as a result of the exercise of any share option granted before Completion to an employee or officer of the Company; and

- (h) all reasonable third party costs and expenses properly incurred by the Buyer in connection with a Liability to Tax or other liability in respect of which the Warrantors are liable in connection with a successful Target Tax Claim under this Schedule.

## 2 EXCLUSIONS AND LIMITATIONS

2.1 The liability of the Warrantors under the Target Tax Covenant shall be reduced if and to the extent that the Liability to Tax shall have been recovered under the Warranties or under any other part of the Target Tax Covenant or Agreement (and vice versa).

2.2 The provisions of Schedule 7 to this Agreement shall apply to Target Tax Claims to the extent stated to do so therein.

2.3 The Warrantors shall not be liable under paragraph 2 or in respect of any Target Tax Warranty Claim to the extent that:

- (a) provision or reserve was made in the Accounts for the liability in question;
- (b) the liability in question was paid or discharged on or before the Accounts Date and the Accounts reflected that payment or discharge;
- (c) the liability arises in the ordinary course of business of the Company between the Accounts Date and Completion and is not an interest or penalty, surcharge or fine in connection with Tax;
- (d) the liability in question arises or is increased as a result of:
  - (i) any change in (or introduction of) law occurring after Completion;
  - (ii) any change after Completion to any financial reporting or accounting standards or generally accepted accounting practices under which the accounts of the Company are prepared;
  - (iii) any change in any rate of Tax after Completion; or
  - (iv) any change in the practice of a Tax Authority or any change of a Tax Authority's interpretation of any law, in each case announced or occurring after Completion;
- (e) the liability in question arises or is increased as a result of any act or omission carried out or effected by the Buyer or the Company after Completion, other than an act or omission which is:
  - (i) within the ordinary course of business of the Company as carried on at Completion;
  - (ii) carried out pursuant to a legally binding obligation created by the Company on or before Completion;
  - (iii) necessary to comply with any legislation enacted before Completion; or
  - (iv) carried out at the written request of the Sellers' Representative at any time pursuant to this Agreement;
- (f) the liability in question would not have arisen or had been increased but for a change in the accounting reference date or a change in the accounting policies or practices

introduced or having effect after Completion, other than to the extent necessary to conform the Company's accounting policies to UK generally accepted accounting practices in force at Completion;

- (g) the Buyer is compensated or has made recovery for the Liability for Tax under any other provision of this Agreement;
- (h) a Relief other than a Buyer's Relief is available (or would have been so available had it not been used after Completion so as to reduce or eliminate a Liability for Tax for which the Sellers are not liable under this Schedule) to reduce or mitigate that liability net of any additional costs incurred by the Company or the Buyer in applying such Relief to reduce or mitigate that liability;
- (i) it would not have arisen or would have been reduced or eliminated but for:
  - (i) the failure by the Buyer or the Company after Completion (other than at the request, direction or otherwise with the approval, of the Sellers) to make any such valid claim, election, surrender or disclaimer or to give any notice or consent the making, giving or doing of which was permitted by law and is taken into account in computing the provision for Tax in the Accounts of which the Buyer was aware or which is disclosed in writing in sufficient detail and time (being at least 20 Business Days prior to the expiry of any applicable time limit) by the Sellers to the Buyer to enable the same reasonably to be made, given or done;
  - (ii) the voluntary withdrawal or amendment by the Company after Completion (other than at the request, direction or otherwise with the approval, of the Sellers) of any valid claim, election, surrender, disclaimer, notice or consent made, given or done, by the Company prior to Completion unless such withdrawal or amendment is pursuant to an obligation imposed by law, regulation or requirement having the force of law; or
  - (iii) any failure by the Buyer to comply with its obligations under paragraph 3 (Conduct of Tax Claims) or paragraph 7 (Corporation Tax Returns) of this Schedule; or
- (j) it is in respect of stamp duty or stamp duty reserve tax payable on the transfer or agreement to transfer the Sale Shares pursuant to this Agreement.

### **3 CONDUCT OF TAX CLAIMS**

- 3.1 If the Buyer becomes aware of a Tax Assessment or other matter which may give rise to a Target Tax Claim or indicates that a Tax Assessment may be made, the Buyer shall give written notice and reasonable details of it to the Sellers' Representative as soon as reasonably practicable after becoming aware of such matter and in any event, in the case of the receipt of a Tax Assessment consisting of any assessment or demand for Tax or for which the time for response or appeal is limited, not less than 10 Business Days prior to the day on which the time for response or appeal expires or if this is not possible within five Business Days of receipt.
- 3.2 Subject to the provisions of paragraphs 3.4 to 3.8 below, the Buyer agrees to take and procure that the Company shall take such action and give such information and assistance as the Sellers may reasonably request in writing to avoid, dispute, defend, resist, appeal, request an internal HMRC review or compromise any Tax Assessment.

- 3.3 The action which the Sellers' Representative may request under paragraph 3.2 shall include the Buyer or the Company applying to postpone (so far as legally possible) the payment of any Tax.
- 3.4 The Warrantors shall indemnify and, where reasonable in all the circumstances, secure the Buyer and the Company against all reasonable third party costs and reasonable expenses and any further Liability to Tax (including interest charges) which may be incurred in relation to any action requested by the Warrantors pursuant to paragraph 3.2.
- 3.5 The Buyer shall procure that the Sellers' Representative are promptly provided with copies of any correspondence with a Tax Authority relating to any Tax Assessment.
- 3.6 Neither the Buyer nor the Company shall be obliged to take any action under paragraph 3.2:
- (a) which involves an appeal which cannot be made without an amount of Tax being paid to the relevant Tax Authority unless the Warrantors first pay such amount to the Buyer; and
  - (b) which involves an appeal against any Tax Assessment beyond the first relevant appellate body unless tax counsel of at least 7 years' call advises in writing that it is reasonable to make an appeal taking into account all the circumstances.
- 3.7 The Buyer shall be free without reference to the Sellers' Representative to deal with any Tax Assessment in its discretion but acting reasonably if:
- (c) the Sellers' Representative has not within a period of 20 Business Days of receipt of a notice of a Tax Assessment under paragraph 3.1 made any response to the Buyer or the Company;
  - (d) the Tax Assessment involves written allegations made by any Tax Authority of any fraud on the part of the Company before Completion or the Sellers' Representative at any time and, having afforded the Sellers' Representative a reasonable opportunity to refute such allegation, it is not withdrawn.
- 3.8 Subject to the foregoing provisions of this paragraph, the Buyer shall:
- 3.8.1. keep the Sellers' Representative informed of all material matters pertaining to the Dispute and promptly forward copies of all material correspondence;
  - 3.8.2. ensure that all material communications pertaining to the Dispute which are to be transmitted to the relevant Tax Authority shall first be submitted to the Sellers' Representative for approval and shall only be finally transmitted if such approval is given, which approval is not to be unreasonably withheld or delayed; and
  - 3.8.3. not settle or compromise the Target Tax Claim which is the subject of the Dispute without the approval of the Sellers' Representative, such approval not to be unreasonably withheld or delayed.
- 3.9 The Buyer shall provide and shall procure that the Company provides to the Warrantors and the Warrantors' professional advisors reasonable access to premises and personnel and to any relevant assets, documents and records within their power, possession or control for the purpose of investigating the matter and enabling the Warrantors to take, via the Sellers' Representative, such action as is referred to in this paragraph 3.
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## 4 PAYMENTS UNDER THIS SCHEDULE

4.1 For the purposes of this Schedule, the amount of any Liability to Tax shall be determined as follows:

- (a) in the case of a liability to make a payment of Tax, the amount of the payment;
- (b) in the case of the Loss of an Accounts Relief which is not a repayment of Tax, the amount of the Tax which would on the basis of Tax rates current at Completion have been saved but for such Loss, assuming for this purpose that the Company had sufficient profits or was otherwise in a position to use the Relief;
- (c) in the case of the Loss of an Accounts Relief which is a repayment of Tax, the difference between the amount actually repaid and the amount which would have been repaid but for such Loss; and
- (d) in the case of a liability of the Company to make a payment of Tax which would have arisen but for being satisfied, avoided or reduced by any Buyer's Relief, the amount of Tax which the Buyer's Relief in fact saves.

4.2 Any payments which the Warrantors are liable to make under paragraph 1 of this Schedule shall be made in full on the later of:

- (a) ten Business Days after the Sellers' Representative receive a written demand from the Buyer specifying the amount which is payable; and
- (b) whichever of the following dates is applicable:
  - (i) in the case of a Liability to Tax which involves an actual payment of Tax by the Company, the third Business Day before the date on which such Tax is due and payable to the relevant Tax Authority;
  - (ii) in the case of a Liability to Tax which involves the Loss of any Accounts Relief other than a right to repayment of Tax, the day on which the Tax would otherwise have been saved is due and payable to the relevant Tax Authority (or would have been payable but for the use or availability of such Accounts Relief);
  - (iii) in the case of a Liability to Tax which involves the Loss of a right to repayment of Tax, the earliest date on which the Tax would otherwise have been repaid (whether by actual repayment, credit or set-off);
  - (iv) in a case referred to in paragraph 4.1(d)2.1(d) above, the date on which the Tax would have been due and payable to the relevant Tax Authority but for the use of the Relief;
  - (v) in the case of any payment under paragraph 1.1(b)2.1(b), the later of Completion and the date on which the charge on, or power to sell, mortgage or charge the shares in or assets of the Company arises and the Sellers shall not be entitled to make any such payment by instalments; and
  - (vi) in the case of a liability of the Company to make any other payment which gives rise to a liability under paragraph 1, the third Business Day before the date on which the Company is required to make such payment,

provided always that any such Liability for Tax may be satisfied at the election of the Warrantors pursuant to the provisions of paragraph 6 of Schedule 7.

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## 5 OVERPROVISIONS AND SAVINGS

- 5.1 If, on or before the seventh anniversary of Completion (or, in the case of a Saving, within 3 months of the settlement of any Tax Assessment, if later), the parties agree or the Sellers' Representative request the Buyer to instruct the accountants or auditors for the time being of the Company to certify (at the expense of the Warrantors) and they determine that there is an Overprovision or Saving, then:
- (a) the amount of any Saving shall first be set off against any payment then due from the Warrantors under this Schedule or under the Tax Warranties;
  - (b) to the extent that there is an excess, a refund shall be made to the Warrantors of any previous payment or payments made by the Warrantors under this Schedule or under the Target Tax Warranties up to the amount of such excess; and
  - (c) to the extent that such excess as referred to in paragraph 5.1(b) is not exhausted, the remainder of that excess shall be carried forward and set off against any future payment or payments which become due from the Warrantors under this Schedule or under the Target Tax Warranties.
- 5.2 After the Company's auditors have produced any certificate under this paragraph 5, the Sellers or the Buyer may, at any time before the seventh anniversary of Completion, request the auditors for the time being of the Company to review (at the expense of the party requesting the review, or where a payment becomes due under this paragraph 5.2 at the expense of the party required to make that payment) that certificate in the light of all relevant circumstances, including any facts of which they were not or it was not aware, and which were not taken into account, at the time when such certificate was produced, and to certify whether, in their opinion, the certificate remains correct or whether, in light of those circumstances, it should be amended.
- 5.3 If the auditors make an amendment to the earlier certificate and the amount of the Overprovision or Saving is revised, that revised amount shall be substituted for the previous amount and any adjusting payment that is required shall be made by or to the Sellers (as the case may be) as soon as reasonably practicable.
- 5.4 If the accountants or auditors for the time being of the Company do not agree, within 15 Business Days of being requested, to undertake to determine a matter for the purposes of this paragraph 5 then such firm of independent accountants as the Sellers and the Buyer shall agree to appoint (or failing such agreement, as shall be appointed at the request of either of them by the President for the time being of the Institute of Chartered Accountants in England and Wales) shall provide such certification instead and references in this paragraph 5 to the Company accountants or auditors shall, in respect of that determination, be read as references to such firm of accountants.
- 5.5 The Buyer agrees to use reasonable endeavours to procure that any Saving is used as soon as reasonably practicable provided that nothing in this paragraph 5.5 shall require the Buyer or any other member of the Buyer's Tax Group to manage its Tax affairs in a way which, in the reasonable opinion of the Buyer, would result in the loss of or inability to utilise any other Reliefs available to it.

## 6 RECOVERY FROM THIRD PARTIES

- 6.1 If the Warrantors have made a payment in relation to any Target Tax Claim and the Company or any member of the Buyer's Tax Group recovers or becomes entitled to recover from some other person (not being the Buyer, the Company or any other company within the Buyer's Tax Group), any amount in respect of the liability that has resulted in the payment becoming due, the Buyer shall notify the Sellers' Representative of such entitlement or recovery and, where recovery has not been effected at the date of notification, shall if requested by the Sellers' Representative in writing take, or cause the Company or relevant member of the Buyer's Tax Group to take (subject to being indemnified to their reasonable satisfaction against all reasonable costs and expenses properly incurred), such action as the Sellers' Representative shall reasonably request to enforce such recovery against the person in question (keeping the Sellers' Representative fully informed of the progress of any action taken) provided that the Buyer shall not be required to take any action or procure or cause the taking of any action pursuant to this paragraph which could in the Buyer's reasonable opinion materially prejudice the business of the Buyer or the Company or any member of the Buyer's Tax Group.
- 6.2 If the Company or any member of the Buyer's Tax Group recovers any amount referred to in paragraph 6.1, the Buyer shall or procure that the Company or relevant member of the Buyer's Tax Group shall account to the Warrantors (within ten Business Days of recovery of any such amount) 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 reasonable costs and expenses properly incurred in recovering that amount; and
  - (b) the amount paid by the Warrantors in respect of the Target Tax Claim in question.

## 7 CORPORATION TAX RETURNS

- 7.1 Subject to this paragraph 7 the Buyer will have exclusive conduct of all Tax affairs of the Company after Completion.
- 7.2 The Buyer will procure that the Company keeps the Sellers' Representative fully informed of its Tax affairs for any accounting period ended on or before Completion for which final agreement with the relevant Tax Authority of the amount of Tax due from the Company has not been reached and the corporation tax returns of the Company for the accounting period during which Completion occurs. The Buyer will not submit any substantive correspondence or submit or agree any return or computation for any such period to any Tax Authority without giving the Sellers' Representative a reasonable opportunity to comment and taking account of any reasonable representations made by the Sellers' Representative.
- 7.3 For the avoidance of doubt
- 7.3.1. where any matter gives rise to a Tax Assessment, the provisions of paragraph 3 shall take precedence over the provisions of this paragraph 7; and
  - 7.3.2. the provisions of this paragraph 7 shall not prejudice the rights of the Buyer to make a Target Tax Claim in respect of any Liability for Tax.

## 8 GROSS UP

- 8.1 Subject to the provisions of paragraphs 8.3 below, if any deduction or withholding is required by law from any payment made by the Warrantors or any of them under this Agreement (other than in respect of interest) then the Warrantors shall make that deduction or withholding and shall pay the Buyer such additional amount as will, after such deduction or withholding has been made and taking account any credit or Relief available in respect of such deduction or withholding, 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 Subject to the provisions of paragraphs 8.3 below, if any sum paid by the Warrantors or any of them to the Buyer under this Agreement (other than in respect of interest) is required by law to be brought into the charge to Tax for the Buyer then the Warrantors shall pay such additional amount as shall be required to ensure that the total amount received and retained by the Buyer, after payment of any Tax due and taking account of any credit or Relief available in respect of such Tax payment, is equal to the amount that would be payable if no Tax were payable on such amount save to the extent such Tax has been included and taken into account in assessing the quantum of the relevant claim or Target Tax Claim.
- 8.3 If the Buyer assigns the benefit of the whole of any part of this Agreement, the Sellers shall not be liable under paragraph 9.1 or 9.2 save to the extent they would have been so liable had no such assignment occurred.

## 9 BUYER COVENANT FOR NON-PAYMENT OF TAX

- 9.1 Subject to paragraph 9.2, the Buyer covenants with the Warrantors to pay to the Warrantors an amount equal to any Tax liability of the Warrantors or any person associated or connected with the Warrantors (together with all interest, penalties and reasonable out of pocket costs and expenses properly incurred by the Warrantors in connection therewith) by virtue of the non-payment of Tax by the Buyer, the Company or any other member of the Buyer's Tax Group.
- 9.2 The covenant contained in paragraph 9.1 shall not apply to the extent that the Tax liability in question is one for which the Warrantors are liable but have not yet made payment under a Target Tax Claim.
- 9.3 If the Buyer makes a payment pursuant to this paragraph, the Warrantors agree not to enforce their statutory right of recovery under section 717(2) CTA 2010 in respect of the liability in question.
- 9.4 The Warrantors acknowledge and agree that any payment to be made by the Buyer pursuant to this paragraph 9 may be satisfied, at the election of the Buyer, by the Buyer issuing Buyer Ordinary Shares to the Warrantors in accordance with paragraph 5 of Schedule 9.

**SCHEDULE 9**  
**BUYER LIMITATIONS**

- 1 The liability of the Buyer under the Buyer Warranties shall be reduced if and to the extent that the loss shall have been recovered under the Buyer Tax Covenant (and vice versa).
  - 2 The Buyer shall not be liable for any Buyer Warranty Claim if, and to the extent that, the fact, matter, circumstance or event giving rise to such Buyer Warranty Claim has been fairly disclosed in by the Buyer in any Public Announcements).
  - 3 The Warrantors shall not be liable for a Buyer Claim unless:
    - (a) written notice from or on behalf of the Sellers' Representative, giving such reasonable details of the Buyer Claim as are available to the Sellers' Representative, has been deemed served on the Buyer in accordance with the provisions of 22 (Notices):
      - (ii) in the case of a Buyer Non-Tax Warranty Claim or a Buyer Fundamental Warranty, on or before the date falling 18 calendar months from the date of this Agreement; or
      - (iii) in the case of any Buyer Tax Warranty Claim or any Buyer Tax Claim not later than 7 years from the date of Completion; and
    - (b) the amount of the Buyer Warranty Claim:
      - (i) exceeds £7,500.00, in which case the Buyer shall be liable for the whole amount of the Buyer Warranty Claim and not simply the excess paid; and
      - (ii) when aggregated with all other Buyer Warranty Claims made on the same occasion or previously, is equal to or exceeds £50,000.00 (in which case the Buyer shall be liable for the whole amount of all of the Buyer Warranty Claims and not simply the excess).
  - 4 The aggregate liability of the Buyer for all Buyer Warranty Claims, Buyer Tax Claims and any other claims under this Agreement (other than a claim in respect of any Buyer Fundamental Warranty) shall not exceed 50% of the Consideration ("**Buyer Liability Cap**").
  - 5 If there is a settled Buyer Claim then the Buyer shall be entitled (but not obligated) to satisfy such liability (the "**Buyer Liability Amount**") subject to the Buyer and any applicable Seller and/or Warrantor (as the case may be) obtaining any waiver or complying with any obligations under the City Code on Takeover and Mergers ("**Waiver**") forthwith allotting to each Seller and/or Warrantor (as the case may be, issuing credited as fully paid at the market price per new ordinary share, his Seller Proportion or Warrantor Proportion (as the case may be) (with fractional entitlements being ignored and rounded up to the nearest whole Buyer Ordinary Share) of such aggregate number of Buyer Ordinary Shares which when valued at the Buyer market price is equal to the amount of the Buyer Liability Amount owed to that Seller and/or Warrantor (as the case may be) by the Buyer (the "**Buyer Liability Shares**"). In the event that the Buyer is unable to satisfy its Buyer Liability Amount by issuing Buyer Liability Shares because a Waiver is not obtained within 60 Business Days of the Buyer Liability Amount being settled, the Buyer Liability Amount shall be satisfied by the payment by the Buyer in cash to each Seller and/or Warrantor (as the case may be their Seller Proportion or Warrantor Proportion (as the case may be) of such Buyer Liability Amount.
  - 6 For the purposes of paragraph 5:
    - 6.1 "**Buyer market price**" shall mean price per Buyer Ordinary Share at the average middle market quotation of such shares for the five dealing days immediately prior to and five dealing
-

days immediately following the date of settlement or determination of such Buyer Claim provided that no settlement can occur until the Buyer, where necessary, has made all relevant disclosures under the provisions of the 2006 Act, the Listing Rules or any other applicable legislation, to notify the market of the claim in question.

6.2 “**settled Buyer Claim**” shall mean an amount in relation to the liability for any Buyer Claim that has been:

6.2.1. agreed in writing between the Buyer and the Sellers’ Representative; or

6.2.2. determined by an English court or tribunal of competent jurisdiction or a Tax Authority.

7 The Sellers acknowledge and agrees that no action will be undertaken to seek recovery for any Buyer Liability Amount whilst the Buyer, together with the relevant broker, are undertaking the issue of the Buyer Liability Shares under paragraph 5.

8 The Sellers shall not be entitled to recover damages, or obtain payment, reimbursement, restitution or indemnity from the Buyer more than once under this Agreement in respect of the same loss, shortfall, damage or deficiency.

9 The Sellers and the Warrantors agree that rescission or termination shall not be available as a remedy for any breach of this Agreement following Completion and the Sellers and the Warrantors shall not be entitled to rescind or terminate this Agreement at any time following Completion.

10 Each Seller shall severally take all reasonable steps to avoid or mitigate any loss or liability that may give rise to a Buyer Warranty Claim.

11 The Buyer shall not be liable in respect of any Buyer Warranty Claim and, accordingly, no Buyer Warranty Claim may be brought to the extent that the fact, matter or circumstance giving rise to such Buyer Warranty Claim is:

11.1 fairly disclosed; or

11.2 in the actual knowledge of the Sellers and, for this purpose, that knowledge means the actual knowledge of Professor Che John Connon.

12 The Buyer shall not be liable in respect of any Buyer Warranty Claim if and to the extent that the matter or circumstance giving rise to the Buyer Warranty Claim is expressly set out in and/or provided for in the Buyer Accounts and/or the Placing Documents .

13 The Buyer shall not be liable for any Buyer Warranty Claim to the extent that:

13.1 the fact, matter, event or circumstance giving rise to such Buyer Warranty Claim is remediable (“**Remediable Breach**”); and

13.2 such Remediable Breach is remedied by, or at the sole expense of the Buyer, to the reasonable satisfaction of the Sellers’ Representative:

13.2.1. in the respect of any breach of Buyer Warranty(ies) by the Buyer prior to Completion, within 10 Business Days of the date on which written notice of such breach is given to the Warrantors and, in any event, by the 5th Business Day prior to the Completion Date; or

13.2.2. in respect of any breach of Buyer Warranty by the Buyer on or following Completion, within 10 Business Days of the date on which written notice of such Buyer Warranty Claim is given to the Warrantors.

14 No liability shall arise in respect of any Buyer Non-Tax Warranty Claim and/or any Buyer Tax Warranty Claim to the extent that liability in respect of that Buyer Non-Tax Claim arises or is increased as a result of any legislation not in force at the Signing Date which takes effect

retrospectively except for any retrospective legislation that relates to either countering the avoidance of Tax and/or the gross-up of Tax.

- 15 The Buyer shall not be liable for any Buyer Non-Tax Warranty Claim and/or any Buyer Tax Warranty Claim to the extent that it arises or is increased or extended by:
  - 15.1 any change in the accounting reference date of the Buyer made on and/or after Completion;
  - 15.2 any changes in accounting policy or practice of the Buyer on and/or after Completion; or
  - 15.3 any voluntary act, omission, transaction or arrangement carried out on or after Completion by or on behalf of the Sellers' Representative; or
  - 15.4 any increase in rates of Taxation or any change in the published practice of the Tax Authority in each case made on and/or after Completion with retrospective effect except for any retrospective legislation that relates to either countering the avoidance of Tax and/or the gross-up of Tax.
- 16 The Buyer shall not plead the Limitation Act 1980 in respect of any Buyer Warranty Claim that are not notified to the Buyer within the relevant time limits set out in this Schedule 9.

**EXECUTION**

**SIGNED** as a **DEED** )  
(but not delivered until the date hereof) by )  
**PROFESSOR CHE JOHN CONNON** )  
in the presence of: )

DocuSigned by:  
[Redacted]  
6660329465A2453...

Witness  
DocuSigned by:  
[Redacted]  
Signature: .....  
0462A0F299B147C...

Miguel Jarrin

Name: .....

[Redacted]

Address: .....

.....

R&D Scientist

Occupation: .....

**SIGNED** as a **DEED** )  
(but not delivered until the date hereof) by )  
**RICARDO GOUVEIA** in the presence of: )

DocuSigned by:  
[Redacted]  
833716430491401...

Witness  
DocuSigned by:  
[Redacted]  
Signature: .....  
C54232BB523C48B...

Martina Miotto

Name: .....

[Redacted]

Address: .....

.....

CSO

Occupation: .....

**SIGNED as a DEED** )  
(but not delivered until the date hereof) by )  
**NEWCASTLE UNIVERSITY HOLDINGS** )  
**LIMITED**, acting by a director in the )  
presence of:

DocuSigned by:  
[Redacted Signature]  
ED424B2C5B8343E...

Name of Director: Andrea wright-watkinson

Witness  
DocuSigned by:  
[Redacted Signature]  
Signature: .....AD4E0A0E67FF412.....

Name: Simon watkinson

Address: [Redacted Address]

.....  
.....  
Occupation: Artist

**SIGNED as a DEED** )  
(but not delivered until the date hereof) by )  
**BSF ANGEL FUNDING LIMITED**, acting )  
by a director in the presence of: )

.....  
Name of Director:

Witness  
Signature: .....  
Name: .....  
Address: .....  
.....  
Occupation: .....

**SIGNED as a DEED** )  
(but not delivered until the date hereof) by )  
**NEWCASTLE UNIVERSITY HOLDINGS** )  
**LIMITED**, acting by a director in the )  
presence of:

.....  
Name of Director:

Witness

Signature: .....

Name: .....

Address: .....

.....

.....

Occupation: .....

**SIGNED as a DEED** )  
(but not delivered until the date hereof) by )  
**BSF ANGEL FUNDING LIMITED**, acting )  
by a director in the presence of: )

  
.....  
Name of Director: Geoff Baker

Witness

Signature: ....  .....

Name: ..... Hai Hua ZHANG .....

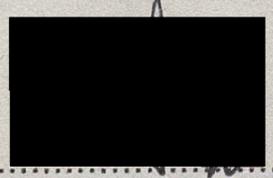
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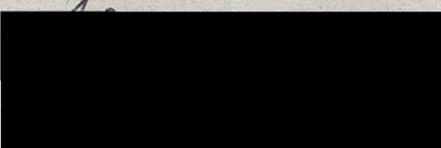
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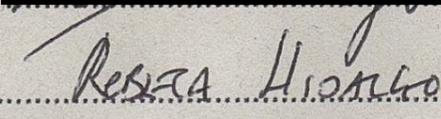
Occupation: ..... Consultant .....

**SIGNED as a DEED** )  
(but not delivered until the date hereof) by )  
**BSF ENTERPRISE PLC** acting by a )  
director in the presence of: )

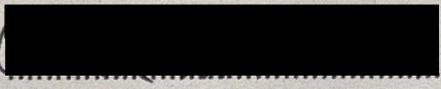
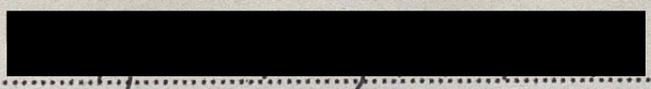


Name of Director: *OW, Dennis Kian Jing*

Witness 

Signature: 

Name: *RESA HONGLO HONGLO*

Address:   
  


Occupation: *HUSBAND*