

DATED

2017

**NEKTAN PLC**

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**SUMMER 2017 FUNDRAISING  
WARRANT INSTRUMENT**

relating to warrants to subscribe  
for 13,400,000 ordinary shares of 1 pence each in Nektan plc

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**K&L Gates LLP**

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**THIS INSTRUMENT** is executed as a deed poll on

2017

**BY:**

**NEKTAN PLC** (incorporated in Gibraltar and registered with number 105853) whose registered office is at Suite 1, Burn's House, 19 Tower Range, Gibraltar (the "**Company**").

**WHEREAS** the Company has, by resolution of its board of directors passed on 5 July 2017, authorised the creation and issue of warrants to subscribe for 13,400,000 ordinary shares of 1 penny each in the capital of the Company on the terms and conditions set out in this Instrument, which shall take effect as a deed poll.

**THIS INSTRUMENT WITNESSES** and the Company declares as follows:

1. **INTERPRETATION**

1.1 In this Instrument, unless the context otherwise requires:

"**Act**" means the Gibraltar Companies Act 2014, as amended from time to time;

"**Adjustment Event**" has the meaning given in Clause 7.1;

"**AIM**" means the AIM market operated by the London Stock Exchange;

"**Articles**" means the articles of association of the Company as amended from time to time;

"**Auditors**" means the auditors of the Company from time to time;

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

"**Business Day**" means a day (not being a Saturday or Sunday) on which banks generally are open in London for the transaction of normal banking business;

"**equity share capital**" means the Company's issued share capital excluding any part of that capital that, neither as respects dividends nor as respects capital, carries any right to participate beyond a specified amount in a distribution;

"**Exercise Date**" means, in relation to an exercise of Warrants, the later of:

- (a) the date on which the relevant Warrant Certificate together with the relevant duly completed Exercise Notice is delivered to the Company in accordance with Clause 5.2(a); and

(b) the date on which the Company receives payment in cleared funds in respect of the aggregate Subscription Price payable for the Ordinary Shares in respect of which Warrants have been exercised;

**"Exercise Notice"** means a notice in the form or substantially in the form set out in Schedule 2;

**"Exercise Period"** means the period commencing on the date of this Warrant instrument and expiring after 5 years and/or conditionally upon the occurrence of an Exit;

**"Exit"** means (i) the acquisition by any person of the entire issued share capital of the Company, or (ii) the acquisition by any person of the whole or substantially the whole of the business and undertaking of the Company and its subsidiaries;

**"Extraordinary Resolution"** means a resolution passed at a meeting of Warrantholders duly convened and held and carried by a majority consisting of not less three-fourths of the votes cast, whether on a show of hands or on a poll;

**"London Stock Exchange"** means London Stock Exchange plc;

**"MAR"** means Market Abuse Regulation (EU) No 596/2014;

**"Ordinary Shares"** means ordinary shares of 1 penny each in the capital of the Company or of such other nominal value as may result from any sub-division, consolidation or re-classification of such ordinary shares;

**"Register"** means the register of the persons entitled to the Warrants which is required to be maintained pursuant to this Instrument;

**"Scheme"** means a takeover of the Company effected by means of a scheme of arrangement under Part VIII of the Act;

**"Share Buyback Offer"** has the meaning given in Clause 8.3;

**"Subscription Price"** means the price of 27.5 pence per Ordinary Share at which the Warrants are exercisable or such adjusted price as may be determined from time to time in accordance with the provisions of this Instrument;

**"subsidiary"** has the meaning given in section 276 of the Act;

**"Takeover Offer"** means an offer to acquire shares in the Company which constitutes a takeover offer for the purposes of section 974 of the UK Companies Act 2006;

**"Warrant"** means a warrant to subscribe for an Ordinary Share constituted by this Instrument and **"Warrants"** shall be construed accordingly;

**"Warrant Certificate"** means a certificate in the form or substantially in the form set out in Schedule 1; and

**"Warrantholder"** means a person whose name appears in the Register as the holder of a Warrant and **"Warrantholders"** shall be construed accordingly.

1.2 In this Instrument, unless the context otherwise requires:

- (a) references to Clauses and Schedules are to clauses of, and schedules to, this Instrument and references in a Schedule to paragraphs are to paragraphs of that Schedule;
- (b) references to the singular include the plural and vice versa and references to one gender include all genders;
- (c) the words **"include(s)"** and **"including"** shall be construed as if followed by the words **"without limitation"**;
- (d) references to a **"person"** include any company, partnership or unincorporated association (whether or not having separate legal personality) and references to a **"company"** include any company, corporation or other body corporate (wherever and however incorporated or established); and
- (e) references to a statute or statutory provision include that statute or statutory provision as modified, re-enacted or consolidated from time to time.

1.3 The Schedules form part of this Instrument and shall have the same force and effect as if set out in the body of this Instrument and any reference to this Instrument shall include the Schedules.

1.4 The headings in this Instrument are included for convenience only and shall be ignored in interpreting this Instrument.

## 2. **CONSTITUTION AND FORM OF THE WARRANTS**

2.1 Each Warrant confers on the Warrantholder the right, exercisable on the terms and subject to the conditions of this Instrument, to subscribe for one Ordinary Share in cash at the Subscription Price.

- 2.2 The Warrants shall be issued in registered form.
- 2.3 The Company undertakes to perform and observe the provisions contained in this Instrument.
- 2.4 The Warrants are issued with the benefit of and subject to the provisions contained in this Instrument, all of which shall be binding on the Company, the Warranholders and all persons claiming through or under them and shall enure for the benefit all Warranholders.
- 2.5 Each Warranholder shall be entitled to enforce the provisions contained in this Instrument so far as each of his Warrants is concerned, without the need to join the allottee of any such Warrant or any intervening or other holder of any such Warrant in the proceedings for such enforcement.

### 3. **REGISTER OF WARRANTS AND WARRANT CERTIFICATES**

- 3.1 The Company shall maintain the Register, or procure that the Register is maintained, in accordance with the provisions of paragraph 1 of Schedule 3.
- 3.2 Entitlement to the Warrants from time to time held by the Warranholders shall derive from the entry of their respective names in the Register and, as evidence of such entitlement, the Company shall issue to each Warranholder a Warrant Certificate setting out the number of Warrants held by that Warranholder, as recorded in the Register.
- 3.3 In the case of a Warrant held jointly by several persons, the Company is not bound to issue more than one Warrant Certificate for the Warrant and delivery of a Warrant Certificate to one of the joint Warranholders shall be sufficient delivery to all of them.

### 4. **TRANSFERABILITY AND MARKETABILITY OF THE WARRANTS**

- 4.1 The provisions of paragraph 2 of Schedule 3 shall apply in relation to the transfer of Warrants.
- 4.2 Subject to the provisions of paragraph 2 of Schedule 3, the Warrants can be transferred at any time provided always that a Warranholder may not transfer fewer than 20,000 Warrants or, if lower, his aggregate holding of Warrants.
- 4.3 No application has been made or is intended to be made to any stock exchange for any of the Warrants to be listed, quoted, dealt in or otherwise traded.

## 5. EXERCISE OF WARRANTS

5.1 A Warrantholder may exercise his Warrants, in whole or in part, at any time during the Exercise Period provided always that, on any exercise of Warrants, a Warrantholder may not exercise fewer than 20,000 Warrants or, if lower, his aggregate holding of Warrants.

5.2 In order to exercise his Warrants, a Warrantholder must:

- (a) deliver to the Company at its registered office (or at such other address as the Company may from time to time notify to Warrantholders):
  - (i) the relevant Warrant Certificate or indemnity for a lost Warrant Certificate; and
  - (ii) a duly completed Exercise Notice; and
- (b) pay to the Company in accordance with Clause 5.3 the aggregate Subscription Price payable for the Ordinary Shares in respect of which Warrants are being exercised.

Once lodged, an Exercise Notice shall be irrevocable, save with the consent of the Board.

5.3 Payment of the aggregate Subscription Price payable for the Ordinary Shares in respect of which Warrants are being exercised must be made:

- (a) by banker's draft drawn on a UK clearing bank made payable to the Company;
- (b) by electronic funds transfer to the Company's bank account as notified to the relevant Warrantholder; or
- (c) by such other method as the Company and the relevant Warrantholder may agree.

5.4 The Company shall:

- (a) not later than 5 Business Days after the Exercise Date, allot to the relevant Warrantholder (or to such person as may be nominated by the relevant Warrantholder in the Exercise Notice) the Ordinary Shares in respect of which Warrants have been exercised and shall procure the entry of the name of such person in the register of members of the Company as the holder of those Ordinary Shares; and



- (b) not later than 10 Business Days after the Exercise Date, deliver to the relevant Warrantholder (or to such person as may be nominated by the relevant Warrantholder in the Exercise Notice) a definitive share certificate in respect of the Ordinary Shares allotted to him in accordance with paragraph (a) of this Clause 5.4.
- 5.5 No fractions of an Ordinary Share will be issued on the exercise of Warrants and no refund will be made to the exercising Warrantholder in respect of that part of the Subscription Price which represents such a fraction (if any) provided that, if more than one Warrant is exercised at the same time by the same holder, then, for the purposes of determining the number of Ordinary Shares to be issued and whether any (and, if so, what) fraction of an Ordinary Share arises, the number of Ordinary Shares arising on the exercise of each Warrant (including, for this purpose, fractions) shall first be aggregated.
- 5.6 Ordinary Shares allotted pursuant to the exercise of Warrants:
  - (a) will not rank for any dividends or other distributions declared, paid or made on the Ordinary Shares on a date or by reference to a record date which is before the Exercise Date; but
  - (b) subject to paragraph (a), will rank in full for all dividends and other distributions declared, paid or made on the Ordinary Shares and otherwise will rank pari passu in all respects, and form one class, with the Ordinary Shares in issue on the Exercise Date.
- 5.7 So long as the issued Ordinary Shares are admitted to trading on AIM, the Company shall apply to the London Stock Exchange for the Ordinary Shares allotted pursuant to the exercise of Warrants to be admitted to trading on AIM and the Company shall use all reasonable endeavours to ensure that such Ordinary Shares are so admitted as soon as reasonably practicable after, and in any event not later than 10 Business Days following, the relevant Exercise Date.
- 5.8 The Company shall, if so requested by a Warrantholder at the time of exercise of any of his Warrants, take all such necessary and reasonable steps as are within the Company's power to enable the Ordinary Shares in respect of which Warrants have been exercised to be held by the relevant Warrantholder (or by such person as may be nominated by the relevant Warrantholder in the Exercise Notice) in CREST.
- 5.9 If a Warrantholder exercises some only of his Warrants evidenced by a Warrant Certificate, the Company shall not later than 10 Business Days after the Exercise Date issue to that Warrantholder (free of charge) a new Warrant Certificate for

the balance of the Warrants evidenced by that Warrant Certificate which have not been exercised.

- 5.10 If any Warrantholder is in possession of relevant inside information and is thereby precluded from exercising any Warrants or any part thereof immediately prior to the expiry of the Exercise Period, then, in respect of such Warrantholder, the Exercise Period shall be extended until the date which falls five Business Days after the later of (i) the day on which the Warrantholder ceases to be an insider (as defined in the Criminal Justice Act 1993) and (ii) the day on which the Warrantholder ceases to possess inside information (as described in Article 7 of MAR).

## 6. LAPSE OF WARRANTS

- 6.1 Any Warrant in respect of which a valid Exercise Notice accompanied by payment has not been received by the Company before the expiry of the Exercise Period shall, on the expiry of the Exercise Period, automatically lapse and cease to be exercisable and the Warrantholder shall have no further rights under this Instrument in respect of any such Warrant.
- 6.2 Clause 6.1 shall be without prejudice to any rights which the Warrantholder may have in respect of any antecedent breach of the provisions of this Instrument by the Company.

## 7. ANTI-DILUTION PROVISIONS

- 7.1 The number of Ordinary Shares which are the subject of outstanding Warrants and/or the Subscription Price shall be subject to adjustment from time to time upon the occurrence of any of the following:
- (a) any sub-division, consolidation or reclassification of the Ordinary Shares;
  - (b) any allotment of fully paid Ordinary Shares by way of capitalisation of profits or reserves to holders of Ordinary Shares (other than Ordinary Shares paid up out of distributable reserves and issued in lieu of a cash dividend),

each an "**Adjustment Event**".

- 7.2 If an Adjustment Event takes effect at a time when any Warrants remain exercisable, the Company shall, as soon as reasonably practicable after the Adjustment Event takes effect, adjust the number of Ordinary Shares to which each Warrantholder would be entitled on any subsequent exercise of Warrants

and/or the Subscription Price in such manner as the Auditors determine in writing to be fair and reasonable in order that:

- (a) the total number of Ordinary Shares which may be subscribed pursuant to the exercise of Warrants after the adjustment is such that those Ordinary Shares would, if issued, carry (as nearly as may be possible):
  - (i) the same proportion of the votes exercisable at a general meeting of the Company; and
  - (ii) the same proportionate entitlement to participate in the profits and assets of the Company,

as would have been carried by the total number of Ordinary Shares which might have been subscribed pursuant to the exercise of Warrants before the adjustment if such Ordinary Shares had then been in issue and on the basis that the Adjustment Event had not occurred; and

- (b) the aggregate Subscription Price payable for the total number of Ordinary Shares which may be subscribed pursuant to the exercise of Warrants after the adjustment is (as nearly as may be possible) the same as the aggregate Subscription Price payable for the total number of Ordinary Shares which might have been subscribed pursuant to the exercise of Warrants before the adjustment.

7.3 The Company shall, as soon as reasonably practicable after an adjustment has been made in accordance with Clause 7.2 or Clause 8.2, send to each Warrantholder a notice setting out in reasonable detail the adjustment which has been made together with:

- (a) a replacement Warrant Certificate stating the adjusted Subscription Price and the adjusted number of Ordinary Shares for which that Warrantholder is entitled to subscribe pursuant to his Warrants; and
- (b) a copy of the Auditors' determination relating to that adjustment as referred to in Clause 7.2 or, as the case may be, Clause 8.2.

7.4 For the avoidance of doubt, the Subscription Price cannot be adjusted below the nominal value of the Ordinary Shares.

## 8. UNDERTAKINGS OF THE COMPANY

8.1 The Company undertakes that, whilst any Warrants remain exercisable, it will, save with the prior sanction of an Extraordinary Resolution, comply with the following obligations and restrictions:

- (a) the Company shall not make any application for the suspension of trading in the Ordinary Shares on AIM or for the cancellation of the admission of the Ordinary Shares to trading on AIM except to the extent it is required to do so under the rules thereof;
- (b) the Company shall procure that at all times there are available for issue sufficient Ordinary Shares free from pre-emptive rights to satisfy in full the exercise of all outstanding Warrants (taking into account any other obligations of the Company to issue any Ordinary Shares);
- (c) the Company shall not in any way modify the rights attached to its existing Ordinary Shares as a class (but nothing in this paragraph (a) shall restrict the right of the Company to consolidate or subdivide its share capital);
- (d) the Company shall not create or issue any new class of equity share capital except for shares which carry rights as regards voting, dividend or return of capital which are no more favourable than those attaching to the Ordinary Shares;
- (e) the Company shall not issue any securities by way of capitalisation of profits or reserves except fully paid Ordinary Shares to the holders of its Ordinary Shares;
- (f) the Company shall not issue any Ordinary Shares credited as fully paid by way of capitalisation of profits or reserves if as a result the Company would on any subsequent exercise of Warrants be obliged to issue Ordinary Shares at a discount to nominal value; and
- (g) the Company shall not reduce its share capital or any uncalled or unpaid liability in respect thereof or any share premium account or capital redemption reserve fund unless in any such case the reduction does not involve the diminution of any liability of any holders of Ordinary Shares in respect of unpaid capital or the repayment of capital to holders of Ordinary Shares.

8.2 If, whilst any Warrants remain exercisable, the Company offers to the holders of the Ordinary Shares as a class new Ordinary Shares for subscription (whether by

way of a rights issue, rights offer, open offer or other pre-emptive issue but not by way of an offer of new Ordinary Shares in lieu of the payment of a cash dividend) or offers to the holders of the Ordinary Shares as a class any options, rights or warrants to subscribe for new Ordinary Shares (other than in any such case to those holders of Ordinary Shares to whom the offer may not be made due to the laws of any foreign jurisdiction), the Company shall, so far as it is able, procure that, at the same time, the same offer is made to Warranholders on the basis that all the Warrants held by the Warranholders which were unexercised on the record date for such offer had been exercised on the date immediately preceding such record date provided that, if the Board so resolves, the Company shall not be required to procure that the same offer is made to Warranholders but the Subscription Price and the number of Ordinary Shares which may be subscribed pursuant to the exercise of Warrants shall be adjusted in such manner as the Auditors determine to be fair and reasonable so as to protect the Warranholders against any diminution in the economic value of the Warrants relative to the economic value of the Ordinary Shares which might, in the absence of any such adjustment, result from such offer.

8.3 If, whilst any Warrants remain exercisable, an offer is made by the Company to the holders of its Ordinary Shares generally for the purchase by the Company of any of the Ordinary Shares (a "**Share Buyback Offer**"), the Company shall:

- (a) simultaneously give notice of the Share Buyback Offer to Warranholders; and
- (b) ensure that the Share Buyback Offer extends to any Ordinary Shares issued pursuant to the exercise of Warrants between the record date for the Share Buyback Offer and the date on which the Share Buyback Offer closes on the same terms and conditions as if those Ordinary Shares had been in issue on the record date for the Share Buyback Offer.

8.4 Each undertaking set out in this Clause 8.1 is separate and shall not be limited or qualified by the terms of any other undertaking or by any other provision of this Instrument.

## 9. **TAKEOVERS**

9.1 If a Takeover Offer or Scheme is proposed at a time prior to or during the Exercise Period, the Company shall notify Warranholders of the terms of the proposed Takeover Offer or Scheme at the same time as or as soon as reasonably practicable after the terms of the proposed Takeover Offer or Scheme are communicated to holders of Ordinary Shares.

9.2 If a Takeover Offer becomes wholly unconditional or a Scheme becomes effective at a time prior to or during the Exercise Period:

- (a) the Company shall notify Warrantheolders that the Takeover Offer has become wholly unconditional or that the Scheme has become effective at the same time or as soon as reasonably practicable after that fact is publicly announced or otherwise communicated to holders of Ordinary Shares; and
- (b) each Warrantheolder shall be entitled to exercise his Warrants at any time within the period of 60 days following the date on which notice is given to Warrantheolders pursuant to paragraph (a) of this Clause 9.2 (the "**Takeover Exercise Period**") (and, in this connection, if the Exercise Period would otherwise have expired before the expiry of the Takeover Exercise Period, the Exercise Period shall be deemed to have been extended so as to expire on the same day as the expiry of the Takeover Exercise Period).

9.3 Any Warrant in respect of which a valid Exercise Notice accompanied by payment has not been received by the Company within the Takeover Exercise Period shall lapse forthwith following the expiry of the Takeover Exercise Period.

## 10. **WINDING UP OF THE COMPANY**

10.1 If, at a time prior to or during the Exercise Period, an order is made or an effective resolution is passed for the winding up of the Company (except for the purpose of reconstruction, amalgamation or unitisation on terms sanctioned by an Extraordinary Resolution):

- (a) the Company shall as soon as reasonably practicable notify Warrantheolders of the making of the order or the passing of the resolution; and
- (b) if in such winding up, on the basis that all of the Warrants then unexercised had been exercised in full and the Subscription Price therefor had been received in full by the Company, there would be a surplus available for distribution amongst the holders of the Ordinary Shares (including for this purpose the Ordinary Shares which would arise on exercise of all of the Warrants) and this surplus would, on such basis, exceed in respect of each Ordinary Share a sum equal to the Subscription Price, each Warrantheolder:
  - (i) shall be treated as if he had, immediately before the date of the making of the order or the passing of the resolution, exercised his

Warrants in full on the terms on which they could then have been exercised; and

- (ii) shall accordingly be entitled to receive out of the assets available in the winding up *pari passu* with the holders of the Ordinary Shares an amount equal to the sum he would have received had he exercised his Warrants in full and become the holder of the Ordinary Shares to which he would have become entitled by virtue of such exercise after deducting from that sum an amount equal to the aggregate Subscription Price which would have been payable by him upon such exercise.

10.2 Nothing in Clause 10.1 shall have the effect of requiring a Warrantholder to make any payment to the Company.

10.3 Subject to Clause 10.1, all Warrants shall lapse on winding up of the Company.

## 11. **INFORMATION RIGHTS OF WARRANTHOLDERS**

11.1 The Company will, concurrently with the issue of the same to holders of Ordinary Shares, send (or procure to be sent) to each Warrantholder (or, in the case of joint holders, the first-named):

- (a) a copy of the annual report and accounts of the Company together with all documents required by law to be annexed thereto; and
- (b) a copy of every statement, notice or circular issued to holders of Ordinary Shares.

11.2 Warrantholders shall be entitled to attend all general meetings of the Company but shall not, by virtue or in respect solely of holdings of Warrants, be entitled to speak or vote at any such meeting.

11.3 Every Warrantholder shall be entitled to inspect a copy of this Instrument at the registered office of the Company (or at such other address as the Company may from time to time notify to Warrantholders) during normal business hours (Saturdays, Sundays and public holidays excepted) and shall be entitled to receive a copy of this Instrument against payment of such reasonable charges as the Board may in its absolute discretion impose.

## 12. **MODIFICATION OF RIGHTS**

12.1 All or any of the rights for the time being attached to the Warrants may from time to time (whether or not the Company is being wound up) be altered or abrogated

with the sanction of an Extraordinary Resolution. Any such alteration or abrogation sanctioned as aforesaid shall be effected by an instrument executed by the Company by way of deed poll and expressed to be supplemental to this Instrument.

12.2 Modifications to this Instrument which are of a purely formal, minor or technical nature or which are made to correct a manifest error may be effected by an instrument executed by the Company by way of deed poll and expressed to be supplemental to this Instrument.

12.3 Notice of any such alteration or abrogation or modification shall be given by the Company to the Warrantholders as soon as reasonably practicable after it takes effect.

### 13. **MEETINGS OF WARRANTHOLDERS**

The provisions of Schedule 4 apply in relation to meetings of the Warrantholders.

### 14. **PURCHASE AND SURRENDER OF WARRANTS**

14.1 The Company and its subsidiaries shall have the right to offer to purchase, and to purchase, Warrants in the market, by tender or by private treaty or otherwise provided always that, if such purchases are by tender, such tender must be made available simultaneously on a pro rata basis to all Warrantholders.

14.2 The Company may accept the surrender of Warrants at any time.

14.3 All Warrants purchased by the Company or any of its subsidiaries or surrendered to the Company will be cancelled forthwith and will not be available for reissue or resale.

### 15. **REPLACEMENT OF WARRANT CERTIFICATES**

If a Warrant Certificate is mutilated, defaced, lost, stolen or destroyed, it will be replaced by the Company upon payment by the Warrantholder of the Company's reasonable costs in connection with the issue of the replacement and on such terms as to evidence and indemnification as the Company may reasonably require. Mutilated or defaced Warrant Certificates in respect of which replacements are being sought must be surrendered before replacements will be issued.



16. **PARTIAL INVALIDITY**

If at any time any provision of this Instrument is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction:

- (a) neither the legality, validity or enforceability in that jurisdiction of any other provision of this Instrument;
- (b) nor the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Instrument,

shall in any way be affected or impaired thereby.

17. **ROLE OF THE AUDITORS**

17.1 Any determination which is required, in accordance with the terms of this Instrument, to be made by the Auditors:

- (a) shall be made by the Auditors acting as experts and not as arbitrators; and
- (b) shall, in the absence of manifest error, be final and binding on the Company and the Warranholders.

17.2 The costs of the Auditors in making any such determination shall be borne by the Company.

18. **NOTICES**

Any notice to be given to the Warranholders for the purposes of this Instrument shall be given in accordance with the provisions of paragraph 4 of Schedule 3.

19. **GOVERNING LAW**

19.1 This Instrument and the Warrants (and all non-contractual obligations (if any) arising from or connected with this Instrument or the Warrants) shall be governed by and construed in accordance with English law.

19.2 Each of the Company and the Warranholders agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Instrument and the Warrants (including any non-contractual claim) and that, accordingly, any proceedings arising out of or in connection with this Agreement and the Warrants shall be brought in the courts of England.

19.3 Each of the Company and the Warrantholders irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

**IN WITNESS** whereof this Instrument has been executed by the Company as a deed poll and is intended to be and is hereby delivered on the date first above written.

**SCHEDULE 1**

**FORM OF WARRANT CERTIFICATE**

**NEKTAN PLC**

(incorporated in Gibraltar and registered with number 105853)

**WARRANT CERTIFICATE**

Certificate no: ●

Date of issue: ● 2017

No. of Warrants: ●

**THIS IS TO CERTIFY** that:

*[Insert name and address of warrant holder]*

is the registered holder of the number of Warrants set out above. Each Warrant entitles the holder to subscribe for one Ordinary Share in the capital of the Company at the Subscription Price (subject to adjustment).

The Warrants are constituted by an instrument executed as a deed poll by the Company and dated ● 2017 (the "**Instrument**") and are issued with the benefit of and subject to the provisions contained in the Instrument. Terms defined in the Instrument have the same meaning when used in this Warrant Certificate.

The Warrant holder is entitled to the benefit of, is bound by, and deemed to have knowledge of, all of the provisions of the Instrument.

**EXECUTED AS A DEED**

by **NEKTAN PLC**

acting by:

Signature of Director .....

Name of Director .....

in the presence of:

Signature of witness .....

Name of witness .....

Address of witness .....

## SCHEDULE 2

### FORM OF EXERCISE NOTICE

The Directors  
Nektan plc (the "**Company**")

Date:

#### 1. EXERCISE OF WARRANTS

I/We, being the registered holder(s) of the Warrants represented by the enclosed Warrant Certificate, hereby exercise my/our subscription rights in respect of      of the Warrants.\*

*\* Please insert the number of Warrants in respect of which subscription rights are being exercised. If no number is inserted but the Exercise Notice is otherwise duly completed, the Exercise Notice will be deemed to be given in respect of the number of Ordinary Shares for which the payment referred to in paragraph 2 entitles the Warrantholder to subscribe.*

#### 2. PAYMENT\*

2.1 I/We enclose a banker's draft for £      , being the aggregate Subscription Price payable in respect of the Ordinary Shares subscribed by me/us pursuant to this exercise of Warrants.

**OR**

2.2 I/We confirm that I/we have transferred to the bank account of the Company as notified to me/us the sum of £      , being the aggregate Subscription Price payable in respect of the Ordinary Shares subscribed by me/us pursuant to this exercise of Warrants.

*\*Please delete paragraph 2.1 or 2.2 as appropriate.*

#### 3. GENERAL

3.1 I/We agree to accept the Ordinary Shares to be allotted to me/us pursuant to this exercise of Warrants subject to the articles of association of the Company

3.2 I/We request that such Ordinary Shares are allotted and issued in accordance with the registration details specified below and that a share certificate for such Ordinary Shares is sent by post at my/our risk to the address specified below.

3.3 Terms defined in the Warrant Instrument executed as a deed poll by the Company and dated ● 2017 have the same meaning when used in this Exercise Notice.

.....  
Signature of Warrantholder(s)\*

.....  
Name(s) of Warrantholder(s)

***\* In the case of joint holdings, all Warrantholders must sign. In the case of a corporation, this Exercise Notice must be executed under its common seal or under the hand of an officer or attorney of the corporation duly authorised in that behalf.***

Name and address for registration of Ordinary Shares:

Name: .....

Address: .....

.....

.....

Address for despatch of share certificate (if different from above):

Address: .....

.....

.....

## **SCHEDULE 3**

### **PROVISIONS AS TO THE REGISTER, THE TRANSFER AND TRANSMISSION OF WARRANTS AND OTHER MATTERS**

#### **1. REGISTER OF WARRANTS**

- 1.1 The Company shall keep and maintain the Register and there shall be entered in the Warrant Register:
- (a) the names and addresses of the persons for the time being entitled to be registered as the holders of the Warrants;
  - (b) the number of Warrants held by each Warrantholder;
  - (c) the number of Ordinary Shares for which each Warrantholder is entitled to subscribe pursuant to the Warrants held by him;
  - (d) the date on which the name of each Warrantholder is entered in the Register in respect of the Warrants registered in his name; and
  - (e) the date on which each Warrantholder exercises any of the Warrants held by him and the number of Ordinary Shares for which he subscribes pursuant to such exercise.
- 1.2 A Warrantholder shall notify the Company of any change in its name or address as soon as reasonably practicable and the Company shall cause the Register to be altered accordingly.
- 1.3 Any Warrantholder or any person authorised by a Warrantholder shall be entitled at all reasonable times during office hours to inspect the Warrant Register and to take copies of or extracts from the Register or any part of it.
- 1.4 The Company shall be entitled to treat the registered Warrantholder as the absolute owner of a Warrant and, accordingly, shall not, except as ordered by a court of competent jurisdiction or as required by law, be bound to recognise any equitable or other claim to, or interest in, such Warrant on the part of any other person whether or not it has express or other notice of such claim or interest. No express or other notice of any such equitable claim to, or interest in, a Warrant shall, except as ordered by a court of competent jurisdiction or as required by law, be entered in the Register in respect of such Warrant.

1.5 Every Warrantholder shall be recognised by the Company as entitled to his Warrants free from any equity, set-off or cross-claim on the part of the Company against the original or any intermediate holder of such Warrants.

## 2. **TRANSFER OF WARRANTS**

2.1 Subject to the provisions of paragraph 2 of Schedule 3, the Warrants can be transferred at any time provided always that a Warrantholder may not transfer fewer than 20,000 Warrants or, if lower, his aggregate holding of Warrants.

2.2 Every transfer of a Warrant shall be made by an instrument of transfer in the usual or common form or in any other form which may be approved from time to time by the Board.

2.3 The instrument of transfer of a Warrant shall be signed by or on behalf of the transferor but need not be signed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the Warrant until the name of the transferee is entered in the Register in respect of the Warrant.

2.4 Where a Warrantholder transfers only some of the Warrants evidenced by a Warrant Certificate, the Company shall upon delivery to it of the existing Warrant Certificate cancel the same and issue a new Warrant Certificate in respect of the balance of those Warrants without charge.

2.5 The Board may decline to recognise any instrument of transfer of a Warrant unless such instrument is deposited at the registered office of the Company accompanied by the Warrant Certificate to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer. The Board may waive production of any Warrant Certificate upon production to it of satisfactory evidence of the loss or destruction of the Warrant Certificate together with such indemnity as it may reasonably require.

2.6 The Company shall not be entitled to charge any fee for the registration of a transfer of a Warrant or for the registration of any other documents in connection with the transfer which, in the reasonable opinion of the Board, require registration.

2.7 The registration of a transfer shall be conclusive evidence of the approval by the Board of the transfer.

2.8 All instruments of transfer of a Warrant which are registered shall be retained by the Company.

### **3. TRANSMISSION OF WARRANTS**

- 3.1 In the event of the death of a Warrantholder, the survivors or survivor (where the deceased was joint holder) and the executors or administrators of the deceased (where the deceased was a sole or only surviving Warrantholder) shall be the only persons recognised by the Company as having any title to his Warrants but nothing in this Schedule shall release the estate of a deceased Warrantholder (whether sole or joint) from any liability in respect of any Warrant solely or jointly held by him.
- 3.2 Subject to the provisions of this Schedule, any person becoming entitled to a Warrant in consequence of the death or bankruptcy of a Warrantholder or otherwise than by transfer may, upon producing such evidence of title as the Company shall require and subject as hereinafter provided, be registered himself as holder of the Warrant.
- 3.3 Subject to the provisions of this Schedule, if the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. All the limitations, restrictions and provisions in this Schedule relating to the rights of transfer and the registration of transfers of Warrants shall be applicable to any such notice of election as referred to above as if the death or bankruptcy of the Warrantholder had not occurred and the notice of election were a transfer executed by such Warrantholder.
- 3.4 A person becoming entitled to a Warrant in consequence of the death or bankruptcy of a Warrantholder shall be entitled to receive and may give a good discharge for any moneys payable in respect thereof but shall not be entitled to receive notices of or to attend or vote at meetings of the Warrantholders or, save as specified above, to any of the rights or privileges of a Warrantholder until he shall have become the registered holder of the Warrant.

### **4. NOTICES**

- 4.1 Every Warrantholder shall register with the Company an address either in the United Kingdom or elsewhere to which notices and other communications can be sent and, if any Warrantholder fails so to do, any notice or other communication may be given to such Warrantholder by sending the same by any of the methods referred to in paragraph 4.2 to his last known place of business or residence or, if none, by exhibiting the same for 3 Business Days at the registered office of the Company.



- 4.2 Notices and other communications to Warrantheolders shall be in writing and may be delivered personally or sent by pre-paid first class post (airmail if sent to an address outside the United Kingdom).
- 4.3 A notice or other communication delivered or sent in accordance with paragraph 4.2 shall be deemed to have been served:
- (a) if delivered personally, on the date of delivery;
  - (b) if sent by prepaid first class post to an address in the United Kingdom, on the second Business Day after the date of posting; or
  - (c) if sent by prepaid airmail letter to an address outside the United Kingdom, on the third Business Day after the date of posting,

provided that, if personal delivery occurs on a day that is not a Business Day, the notice or other communication shall instead be deemed to have been served on the next following Business Day. In proving the service of any notice or other communication, it shall be sufficient to show that delivery was made or that the envelope containing the notice or other communication was properly addressed and sent by first class prepaid post or airmail.

- 4.4 All notices and other communications with respect to Warrants registered in the names of joint registered holders shall be given to whichever of such persons is named first in the Warrant Register and any notice so given shall be sufficient notice to all the joint registered holders of such Warrants.
- 4.5 Any person who, whether by operation of law, transfer or other means whatsoever, becomes entitled to any Warrant shall be bound by every notice in respect of such Warrant which, prior to his name and address being entered on the Warrant Register, shall have been properly given to the person from whom he derives his title to such Warrant.
- 4.6 Any notice or other communication given to a Warrantheolder in accordance with this paragraph 4 shall, notwithstanding that such Warrantheolder may then be deceased and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any Warrant held solely (or jointly with other persons) by such Warrantheolder until some other person is registered in his place as the holder or joint holder thereof and such service shall for all purposes of this Instrument be deemed sufficient service on his executors or administrators and all persons (if any) jointly interested with him in any such Warrant.

- 4.7 When a given number of days' notice or notice extending over any other period is required to be given, the day of service shall be included but the day upon which such notice will expire shall not be included in calculating the number of days.
- 4.8 The signature to any notice to be given by the Company may be written or printed.
- 4.9 Any notice or other document to be executed by a Warrantholder must, in the case of a Warrant which is held jointly by several persons, be executed by all the joint Warrantholders or their respective duly authorised attorneys.

## **SCHEDULE 4**

### **PROVISIONS AS TO MEETINGS OF WARRANTHOLDERS**

#### **1. CALLING OF MEETINGS**

1.1 The Company may at any time, and upon a request in writing of Warranholders holding not less than 10 per cent. in number of the Warrants shall, convene a meeting of Warranholders.

1.2 Every such meeting shall be held at such reasonably convenient and appropriate place in the United Kingdom as the Board may approve.

#### **2. NOTICE OF MEETINGS**

2.1 At least 21 days' notice of the meeting shall be given to Warranholders.

2.2 The notice shall specify the date, time and place of the meeting and the terms of the resolutions to be proposed.

2.3 The accidental omission to give notice to, or the non-receipt of any such notice by, any of the Warranholders shall not invalidate the proceedings at any meeting.

2.4 A meeting of Warranholders may be called by shorter notice than that specified in paragraph 2.1 if shorter notice is agreed to by Warranholders holding not less than 90 per cent. in number of the Warrants.

#### **3. CHAIRMAN**

3.1 Subject to paragraph 3.2, a person (who may, but need not, be a Warranholder) nominated in writing by the Company shall be entitled to take the chair at every meeting of Warranholders but, if no such nomination is made or if at any meeting the person nominated shall not be present within 15 minutes after the time appointed for the holding of the meeting, the Warranholders present at the meeting shall choose one of their number to be chairman.

3.2 In the event that the Warranholders present at such a meeting shall object to the person nominated by the Company to take the chair of the meeting, they may choose one of their number to be chairman in his place.

#### **4. QUORUM**

- 4.1 At any such meeting, two or more persons holding Warrants and/or being proxies and being or representing in the aggregate Warrantholders registered as the holders of not less than 10 per cent. in number of the Warrants shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business. The quorum at any such meeting for the passing of an Extraordinary Resolution shall be two or more persons holding Warrants and/or being proxies and being or representing in the aggregate Warrantholders registered as the holders of not less than 50 per cent in number of the Warrants.
- 4.2 No business other than the choosing of a chairman shall be transacted at any meeting unless the requisite quorum is present at the commencement of the meeting.
- 4.3 If at any time all of the Warrants then outstanding are held by one Warrantholder, whilst that person remains the sole Warrantholder, a quorum at any meeting of Warrantholders is, for all purposes, that Warrantholder or a proxy of that Warrantholder.

#### **5. ABSENCE OF QUORUM**

- 5.1 If, within half an hour after the time appointed for any meeting, a quorum is not present, the meeting shall, if convened upon the requisition of Warrantholders, be dissolved. In any other case, it shall stand adjourned for such period, not being less than 14 days nor more than 28 days, and to such time and place, as may be appointed by the chairman.
- 5.2 At such adjourned meeting, two or more persons present in person holding Warrants and/or being proxies (whatever the number of Warrants so held or represented) shall for all purposes form a quorum and shall have the power to pass any resolution (including an Extraordinary Resolution) and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting.

#### **6. ADJOURNMENT**

The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

**7. NOTICE OF ADJOURNMENT**

At least 10 days' notice of any meeting adjourned due to lack of a quorum shall be given to Warranholders in the same manner as for an original meeting, and such notice shall state the quorum required at such adjourned meeting. Subject to that requirement, it shall not be necessary to give any notice of an adjourned meeting.

**8. METHOD OF VOTING**

8.1 Every question submitted to a meeting shall be decided in the first instance by a show of hands. In the case of equality of votes, the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which the chairman may be entitled as a Warranholder or as a proxy.

8.2 At a meeting, unless a poll is demanded before or on the declaration of the result of a show of hands, a declaration by the chairman that a resolution on a show of hands has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

**9. DEMANDING A POLL**

A poll may be demanded (before or on the declaration of the result of a show of hands) by:

- (a) the chairman; or
- (b) one or more persons holding Warrants or being proxies and being or representing in the aggregate Warranholders registered as the holders of not less than 10 per cent. in number of the Warrants.

**10. PROCEDURE IF POLL DEMANDED**

10.1 If, at any meeting, a poll is so demanded, it shall be taken in such manner and, subject as hereinafter provided, either at once or after any adjournment, as the chairman directs, and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

10.2 Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.

**11. PERSONS ENTITLED TO SPEAK AND VOTE**

The Company (through its representatives and legal and financial advisers) shall be entitled to attend and speak at any meeting of the Warranholders. No other person may attend or vote at any meeting of the Warranholders or join with others in requesting the convening of such a meeting unless he is a Warranholder or the duly appointed proxy of a Warranholder.

**12. VOTES**

12.1 At any meeting:

(a) on a show of hands, every Warranholder who is present in person (or in the case of a corporation by a duly authorised representative) and every person who is a proxy of a Warranholder shall have one vote; and

(b) on a poll, every Warranholder who is present in person or by proxy shall have one vote in respect of each Warrant of which he is the holder.

12.2 Any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

**13. INSTRUMENT APPOINTING A PROXY**

13.1 Each instrument appointing a proxy must be in writing signed by or on behalf of the Warranholder appointing the proxy and shall be in such form as the Board may approve. The instrument of proxy shall, unless the contrary is stated in it, be valid for the meeting to which it relates and need not be witnessed.

13.2 A person appointed to act as a proxy need not be a Warranholder.

**14. DEPOSIT OF INSTRUMENT APPOINTING A PROXY**

14.1 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy of the power or authority shall be deposited at such place or places as the Company may in the notice of meeting direct (or, if no such place is specified, then at the registered office of the Company) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or the taking of a poll at which the person named in that instrument proposes to vote. The instrument of proxy is invalid if not deposited in accordance with this paragraph.

14.2 A vote given in accordance with the terms of an instrument appointing a proxy is valid notwithstanding the previous revocation of the instrument of proxy or of the

authority under which the instrument of proxy is given or transfer of the Warrants in respect of which it is given unless previous notice in writing of that revocation or transfer has been received by the Company at its registered office no later than the Business Day prior to the relevant meeting.

- 14.3 No instrument appointing a proxy is valid after the expiry of 12 months from the date stated in it as the date of its execution.

15. **POWERS OF MEETINGS OF THE WARRANTHOLDERS**

A meeting of the Warrantholders shall (without prejudice to any powers conferred on any other person by this Instrument) have the following powers exercisable by Extraordinary Resolution:

- (a) power to sanction any compromise or arrangement proposed to be made between the Company and the Warrantholders or any of them;
- (b) power to sanction any proposal by the Company for the modification, alteration, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Warrantholders against the Company (whether such rights shall arise under this Instrument or otherwise);
- (c) power to sanction any proposal by the Company for the exchange or substitution for the Warrants of, or the conversion of the Warrants into, shares, stock, bonds, debentures, debenture stock or other obligations or securities of the Company, or any other body corporate formed or to be formed;
- (d) power to assent to any modification of the provisions contained in this Instrument which shall be proposed by the Company;
- (e) power to authorise any person to concur in and execute all such documents and do all such acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (f) power to discharge or exonerate any person from any liability in respect of any act or omission for which such person may have become responsible under this Instrument;
- (g) power to give any authority, direction or sanction which under the provisions of this Instrument is required to be given by Extraordinary Resolution; and

- (h) power to appoint any person (whether Warranholders or not) as a committee or committees to represent the interests of the Warranholders and to confer upon such committee any powers or discretions which the Warranholders could themselves exercise by Extraordinary Resolution.

**16. EXTRAORDINARY RESOLUTIONS BINDING ON WARRANTHOLDERS**

An Extraordinary Resolution shall be binding upon all the Warranholders, whether present or not present at the meeting at which the resolution was passed, and each of the Warranholders shall be bound to give effect to the Extraordinary Resolution. The passing of any Extraordinary Resolution shall be conclusive evidence that the circumstances of such resolution justified the passing of it.

**17. WRITTEN RESOLUTIONS**

A resolution in writing signed by or on behalf of each Warranholder who would have been entitled to vote on it if it had been proposed at a meeting of Warranholders duly convened and held shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting duly convened and held in accordance with the provisions of this schedule. Any such resolution may be contained in one document or in several documents in like form each signed by one or more of the Warranholders.

**18. MINUTES OF MEETINGS**

Minutes of all resolutions and proceedings at every meeting of the Warranholders shall be made and duly entered in books provided for that purpose from time to time by the Company. Minutes signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Warranholders shall be conclusive evidence of the matters contained in those minutes. Until the contrary is proved, every meeting in respect of the proceedings of which minutes have been made and signed in this way shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at the meeting to have been duly passed and transacted.



**EXECUTED AS A DEED**

by **NEKTAN PLC**

acting by:

Signature of Director .....

Name of Director .....

in the presence of:

Signature of witness .....

Name of witness .....

Address of witness .....

.....

.....