

2019

(1) THOSE SELLERS SET OUT IN SCHEDULE 1 OF THIS AGREEMENT

and

(2) INTERQUEST GROUP LIMITED

SHARE PURCHASE AGREEMENT
relating to the off-market purchase of shares
in INTERQUEST GROUP LIMITED

THIS AGREEMENT is made on

2019

BETWEEN

- (1) **THOSE SELLERS** whose details are set out in schedule 1 of this agreement (each a **"Seller"** and together the **"Sellers"**); and
- (2) **INTERQUEST GROUP LIMITED** (incorporated and registered in England and Wales with company number 04298109) whose registered office is at Cannon Green, 27 Bush Lane, London, England, EC4R 0AA (the **"Company"**).

BACKGROUND

- (A) Pursuant to resolution of the Company dated on or about the date of this agreement (the **"Resolutions"**), the issued share capital of the Company was consolidated with each shareholder's holding of ordinary shares of £0.01 each (the **"Original Shares"**) being consolidated into ordinary shares of £1,000 each (the **"Consolidation"**).
- (B) As a result of the Consolidation, certain shareholders hold a combination of ordinary shares of £1,000 each (the **"Consolidated Shares"**) and fractional entitlements thereof or no Consolidated Shares but only fractions of Consolidated Shares (the **"Zero Share Fractional Entitlements"**).
- (C) Further, pursuant to the Resolutions, the shareholders holding Zero Share Fractional Entitlements only (being the Sellers herein) are to have their Zero Fractional Entitlements purchased by the Company pursuant to the Company's articles of association (as adopted pursuant to the Resolutions (the **"Articles"**) and the Companies Act 2006 (the **"Act"**)).
- (D) Pursuant therefore, to the Resolutions and the Articles, the Sellers hereby agree to sell and the Company hereby purchases the Zero Share Fractional Entitlements representing the Sellers' Original Shares following the Consolidation, on and subject to the terms and conditions of this agreement, the Articles and the Act.

TERMS AGREED

1. Definitions and interpretation

1.1 The definitions set out in this clause 1.1 apply in this agreement:

"Completion"	completion of the sale and purchase of the Shares in accordance with this agreement;
"Completion Date"	the date of this agreement;
"Encumbrances"	claims, charges, liens, encumbrances, equities and adverse rights of any description;
"Parties"	the parties to this agreement;
"Price"	the price to be paid to each Seller for his/her Zero Share Fractional Entitlement with the Price being the sum of £0.16 multiplied by the number of Sellers' Original

Shares held by each Seller immediately prior to the Consolidation; and

"Sellers' Shares"	Original	the 1,192,457 Original Shares represented by the Zero Share Fractional Entitlements as a result of the Consolidation, and as such shares are registered in the names of the Sellers in the numbers set out opposite each of the Sellers' names in column 2 of the table in schedule 1 of this agreement.
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- 1.2 Clause headings do not affect the interpretation of this agreement.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.

2. **Sale and purchase**

On the terms of this agreement and with effect from Completion, the Sellers shall sell, and the Company shall buy, the Zero Fractional Entitlements (representing the Sellers' Original Shares):

- 2.1 with full title guarantee; and
- 2.2 free from all Encumbrances.

3. **Price**

The Price is payable by the Company in cash on Completion to the Sellers in the proportions set out in column 3 of the table in schedule 1 of this agreement.

4. **Completion**

- 4.1 Completion shall take place on the Completion Date at the registered office of the Company.
- 4.2 At Completion the Company shall pay the Price in sterling by cheque (or as otherwise determined by the Company) and such payment shall constitute a valid discharge of the Company's obligations pursuant to clause 3.

5. **Warranties**

Each Seller warrants to the Company that:

- 5.1 the Seller has all requisite power and authority to enter into and perform this agreement;
- 5.2 this agreement constitutes valid, legal and binding obligations on the Seller in accordance with its terms;
- 5.3 compliance with the terms of this agreement shall not breach or constitute a default under any agreement or instrument by which the Seller is bound or any law,

regulation, order, judgment, decree or other restriction applicable to the Seller in any relevant jurisdiction;

5.4 the Seller is the sole legal owner of the number of Sellers' Original Shares set out opposite his or her name in column 2 of the table set out in schedule 1; and

5.5 other than this agreement, there is no agreement, arrangement or obligation requiring the sale, transfer or disposition or the grant to any person of any Encumbrance over, or any legal or equitable interest on, or right (conditional or not) to require the sale, transfer, or disposition of the Shares.

6. Further assurance

Each of the Sellers shall promptly execute and deliver all such documents, and do all such things, as the Company may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

7. Entire agreement and variation

7.1 This agreement constitutes the entire and only legally binding agreement between the Parties relating to its subject matter and it supersedes any arrangements, understanding or previous agreement between them relating to that subject matter.

7.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

7.3 Any variation of this agreement must be in writing and signed by or on behalf of the Parties.

8. Agreement survives completion

This agreement shall remain in effect despite its completion.

9. Third party rights

This agreement is made for the benefit of the Parties and their successors and is not intended to benefit, or be enforceable by, anyone else.

10. Counterparts

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

11. Governing law and jurisdiction

11.1 This agreement and any disputes or claims arising out of, or in connection with, its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

- 11.2 The Parties unconditionally and irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this agreement or its subject matter or formation (including, without limitation, non-contractual disputes or claims).

This agreement has been signed on behalf of the Parties on the date stated at the beginning of it.

SCHEDULE 1

1	2	3
Seller's name	Number of Sellers' Original Shares (represented by the Zero Fractional Entitlements) to be purchased by the Company from the Seller	Portion of the Price to be paid by the Company to the Seller (£)
Alliance Trust Savings Nominees Ltd	40,607	6,497.12
Asia Capital and Management	2,500	400.00
Miss Fanny Auyeung	2,000	320.00
Mr John Jackson Baker	20,000	3,200.00
Mrs Mary Baker	1,000	160.00
Mrs Carole Anne Barritt	551	88.16
Mr Stephen Alan Barth	1,790	286.40
Mr Alan Robert Beurle	57	9.12
Mr George Teasdale Birks	10,000	1,600.00
Mr Euen Ross Fraser Black	17	2.72
Ricky Bohannon	25,050	4,008.00
Dr Paula Ann Boomer	200	32.00
Mr Michael Boot	10,500	1,680.00
Mark Braund	18,103	2,896.48
Kenneth Gordon Brooke Esq	905	144.80
Brooks Macdonald Nominees Limited	11,255	1,800.80
Mrs Sylvia Browne	1,000	160.00
Mr Anthony Butler	178.00	28.48
Marcia Missi-Buttaci	7,204	1,152.64
Cam Nominees Limited	12,500	2,000.00
Mrs Ann Frances Case	217	34.72

1	2	3
Seller's name	Number of Sellers' Original Shares (represented by the Zero Fractional Entitlements) to be purchased by the Company from the Seller	Portion of the Price to be paid by the Company to the Seller (£)
Cenkos Nominee Limited	10,178	1,628.48
Mr Raymond Chan	838	134.08
Gurveen Chana	472	75.52
Roisin Clawson	1,010	161.60
Mrs Roisin Clawson	23,326	3,732.16
Fabio Cohn	472	75.52
Mr Alan Roger Corbett	2,000	320.00
Mr Colin Dale	472	75.52
Mr Neil Dalgetty	472	75.52
Miss Edith Deacy	100	16.00
Ms Jackie Donnelly	3,291	526.56
Adam Clive Donnison Esq	334	53.44
Charles Dorrington	13,984	2,237.44
Mr Jim Dorrington	472	75.52
Mrs Catherine Jane Dover	1,000	160.00
Mr Philip James Dudson	537	85.92
Mr Chris Dunham	344	55.04
Mrs Jenna Dyer	338	54.08
Ferlim Nominees Limited	2,500	400.00
Mr Louis Fitch	57	9.12
Mr George Henry Fleming	5,500	880.00
Mr Neil Sydney James Fleming	57	9.12
Mrs Irene Rosalind Ford	2,696	431.36
Mr Howard Ralph Fuller	50,000	8,000.00

1	2	3
Seller's name	Number of Sellers' Original Shares (represented by the Zero Fractional Entitlements) to be purchased by the Company from the Seller	Portion of the Price to be paid by the Company to the Seller (£)
Fundsdirect Nominees Limited	26,441	4,230.56
Mr Ryan Gladding	111	17.76
Mr Brian Frederick Godsmark	2,000	320.00
Goodbody Stockbrokers Nominees	5,000	800.00
Mrs Christine Sarah Goodwin	400	64.00
James Joseph Park Hacking Esq	17,398	2,783.68
Ms Caroline Hall	45	7.20
Mr John Hannam	472	75.52
Miss Poonam Hanspal	1,000	160.00
Mrs Jodie Hardy	13,930	2,228.80
Mrs Joanne Harper	11,639	1,862.24
Mr Mark Haywood	4,931	788.96
Mr Philip Chatterton Heeney	4,000	640.00
Ian Anthony Hislop Esq	5,000	800.00
Mr Tom Hone	1,131	180.96
Hsbc Client Holdings Nominee (Uk)	20	3.20
Hsbc Global Custody Nominee (Uk)	16,010	2,561.60
Hsdl Nominees Limited	67,430	10,788.80
Mr Martin Humphreys	1,625	260.00
Mr Daniel Keith Hyman	57,000	9,120.00
Interquest Group Plc Acc Treasury	2,000	320.00

1	2	3
Seller's name	Number of Sellers' Original Shares (represented by the Zero Fractional Entitlements) to be purchased by the Company from the Seller	Portion of the Price to be paid by the Company to the Seller (£)
Miss Leana Isaac	100	16.00
Jean Francois Janoueix	1,000	160.00
Mr Surendra Jansari	20,773	3,323.68
Nikky Jervis	472	75.52
Mr Louis Karmios	1,570	251.20
Mrs Emma Khan	458	73.28
Mr Moshin Khan	50,000	8,000.00
Kinsale Management Limited	25,000	4,000.00
Mark Samuel Klinger Esq	7,400	1,184.00
Martin Koderisch Esq	500	80.00
Mr Roman Kowalczyk	1,277	204.32
Mr Raj Kumar	238	38.08
Mr Nicholas Peter Lamb	2,019	323.04
Mr Nick Lamb	472	75.52
Lawshare Nominees Limited	19,225	3,076.00
Mr Jonathan Murray Leach	3,000	480.00
Brenda Hazel Lewis	1,000	160.00
Mr Alan Neil Mackintosh	645	103.20
Mrs Barbara Mathieson	199	31.84
Mr John Moore Mcmillan	200	32.00
Mr Terence Mcneill	2,608	417.28
Mr Michael Mcphee	23,000	3,680.00
Mightymatch Plc	14,961	2,393.76
Lucia Elaine Crichton-Miller	670	107.20

1	2	3
Seller's name	Number of Sellers' Original Shares (represented by the Zero Fractional Entitlements) to be purchased by the Company from the Seller	Portion of the Price to be paid by the Company to the Seller (£)
Mr Gareth Molyneux	158	25.28
Mr Pran Krishna Mondal	6,923	1,107.68
Mr Thomas Moran	1,634	261.44
Mr David Morgan	90,981	14,556.96
Mr Nicholas Harvey Morgan	76,360	12,217.60
Morgan Stanley Client Securities	42,501	6,800.16
Mr Thomas Moroney	4,860	777.60
Sheena Nagar	472	75.52
Obelisk Nominees Limited	2,500	400.00
Mr Alwin Simon Ronald Oliver	1,040	166.40
Calvin Osei Esq	6	0.96
Mr Stuart Page	472	75.52
Miss Alethea Palmer	200	32.00
Panmure Gordon (Uk) Limited	9,486	1,517.76
Pershing Nominees Limited	12,545	2,007.20
Mr Richard Phillip	472	75.52
Beverley Phillips	1,346	215.36
Mr Kane Phillips	59	9.44
Miss Claire Pougher	736	117.76
Mr John Preece	100	16.00
Mr Stanley Ralston	1,000	160.00
Paul David Ransby Esq	1,000	160.00
Mrs Ann Redfern	960	153.60
Jawad Riaz	472	75.52

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Seller's name	Number of Sellers' Original Shares (represented by the Zero Fractional Entitlements) to be purchased by the Company from the Seller	Portion of the Price to be paid by the Company to the Seller (£)
Ryan Roberts	1,000	160.00
Mrs Gladys May Roper	6	0.96
Mr Terence Layton Rowson	75,000	12,000.00
Mr Manickavasagar Sathanandan	7,470	1,195.20
Mr Philip John Sewell	1,156	184.96
Mrs Dina Shah	333	53.28
Share Nominees Ltd	15,561	2,489.76
Mr Jagmohan Singh	50	8.00
Mr Paul Sinnott	39,000	6,240.00
Alex Snow	3,291	526.56
Stifel Nicolaus Europe Limited	8,805	1,408.80
Mr James Stirk	5,000	800.00
Mrs Judith Taylor	4,000	640.00
Mr Martin Toyer	6,720	1,075.20
Richard Michael Van Mechelen Esq	288	46.08
Mr andy Wadsworth	171	27.36
Kelly Waghorn	472	75.52
Mr Paul Walker	18,117	2,898.72
Mrs Aida Walsh	3,000	480.00
Mr Simon Johnson-Ware	24	3.84
Wealth Nominees Limited	30,861	4,937.76
Miss Alana Webb	532	85.12
Miss Samatha Webb	1,031	164.96

1	2	3
Seller's name	Number of Sellers' Original Shares (represented by the Zero Fractional Entitlements) to be purchased by the Company from the Seller	Portion of the Price to be paid by the Company to the Seller (£)
Miss Samantha Webb	18	2.88
Mr Jake Whitehouse	357	57.12
Donna Wilks	472	75.52
Lorne Guthrie Bruce Williamson Esq	12,900	2,064.00
Mr David Wingate	85	13.60

SIGNATURE PAGES

SIGNED on behalf of each of **THE SELLERS** by a director of **INTERQUEST GROUP LIMITED** (acting by lawful attorney):

Signature:

SIGNED by a director of **INTERQUEST GROUP LIMITED**:

Signature:

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