

3485414

Exempt.

THIS AGREEMENT is made on 31st March

2000



BETWEEN

(1) **QUDIS LIMITED** (Registered in England No. 2692069) whose registered office is at James House, Warwick Road, Birmingham B11 2LE (the "Vendor"); and

(2) **SCH CORPORATE SERVICES LIMITED** (Registered in England No. 3485414) whose registered office is at James House, Warwick Road, Birmingham B11 2LE (the "Purchaser").

1. Interpretation

In this Agreement and in the Schedule:

1.1 The following expressions shall unless the context otherwise requires, have the following meanings:

- a) "SCR" Specialist Computer Recruitment Limited (registered number 2914303) whose registered office is at James House, as aforesaid;
- b) "the SCR Shares" the 100 Ordinary Shares of £1 each in the capital of SCR;

1.2 Any reference to an enactment is a reference to it as amended or as re-enacted with or without modification.

1.3 The clause or paragraph headings shall not affect construction.

1.4 References to individuals shall include corporations and vice versa, the masculine gender shall include the feminine and neuter genders and vice versa, and the singular shall include the plural and vice versa.

2. Recitals

2.1 SCR was incorporated in England as a private company limited by shares on 30th March 1994 under the Companies Acts 1985 (Registered in England No. 2914303) and has at the date hereof an authorised share capital of £100 divided into 100 Ordinary Shares of £1 each all of which are issued and fully paid.

2.2 The Vendor owns with full title guarantee all the issued share capital of SCR.

2.3 The Vendor desires to sell and the Purchaser is willing to purchase the SCR Shares for the consideration and upon the terms and subject to the conditions hereinafter contained and the Vendor has the right power and authority to sell and transfer the Shares free from any claims charges liens and encumbrances equities or other adverse rights of any description.



3. Sale of Shares

3.1 The Vendor shall in accordance with clauses 2 and 3 sell the SCR Shares to the Purchaser and the Purchaser shall purchase the SCR Shares free from all liens charges encumbrances equities and adverse rights of any description with full title guarantee and with the benefit of all present and future rights whether as to dividend capital voting or otherwise (including any dividend or other distribution declared paid or made on or after the date hereof).

4. Consideration

4.1 The total consideration for the SCR Shares shall be £1.00.

5. Completion

5.1 Completion shall take place immediately after the signature of this Agreement whereupon:

- a) The Vendor shall cause to be delivered to the Purchaser share transfers into the names of the Purchaser in respect of the SCR Shares duly executed by the Vendor and accompanied by the relevant share certificates.
- b) The Vendor shall procure the transfers mentioned in clause 5.1a) shall be approved for registration (subject to their being represented duly stamped) and that the Purchaser shall be entered in the register of member of SCR as the registered holder of the SCR Shares.
- c) All minute books, share registers and other statutory books (duly written up to date), the common seal and share certificate books, Certificate of Incorporation and copies of the Memorandum and Articles of Association of SCR shall be delivered to the Purchaser.

6. Costs

6.1 The Purchaser will pay the legal and accountancy fees and expenses and any stamp duty of and incidental to the preparation and implementation of this Agreement.

7. General Provisions

7.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall entirely supersede all agreements, negotiations, statements of intent, warranties or representations whether written or oral made or given prior to the signing hereof.

7.2 The Purchaser hereby acknowledges and declares that it has not entered into this Agreement in reliance upon any statements, representations, undertakings, warranties or information.

7.3 This Agreement shall be binding on and enure for the benefit of the personal representatives and successors in title of the parties but shall not be assignable.

7.4 This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same agreement and any of the parties hereto may execute this Agreement by signing such a counterpart.

7.5 Each of the parties hereto undertakes with the other to do, execute, perform or procure to be done executed or performed all such further acts, deeds, documents and things as the other may reasonably require to give effect to this Agreement and to effectively vest the ownership of the SCR Shares in the Purchaser free from all liens, charges and other encumbrances and with full title guarantee.

7.6 The Vendor undertakes and agrees with the Purchaser that until the SCR Shares have been registered in the name of the Purchaser in the register of members of each of SCR it will hold the legal interest in the SCR Shares registered in its name as trustee for the Purchaser.

8. Notices

8.1 Any notice pursuant to this Agreement shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by leaving it at or sending it by pre-paid, recorded delivery or registered post to the registered office of the other party for the time being. Any notice served shall, if delivered by hand, be deemed to have been served when actually received by or on behalf of the person to be served and, if sent by post, be deemed to have been served 48 hours after it was posted and in proving service by post it shall be sufficient to prove that the envelope containing the same was correctly addressed and posted.

9. Law

9.1 This Agreement shall be governed by and construed in all respects in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the High Court of Justice in England.

AS WITNESS this Agreement has been signed by or on behalf of the parties hereto the day and year first before written

SIGNED for and on behalf of
QUDIS LIMITED
in the presence of:



SIGNED for and on behalf of
**SCH CORPORATE SERVICES
LIMITED**
in the presence of:




