

3847379

DATED 28th April

2008

- (1) THE PERSONS SET OUT IN SCHEDULE 1A
- (2) NITECH GROWTH FUND LIMITED PARTNERSHIP
- (3) VIRIDIAN GROWTH FUND LIMITED PARTNERSHIP
- (4) UUTECH LIMITED
- (5) THE PERSONS SET OUT IN SCHEDULE 1B
- (6) UNIVERSITY CHALLENGE FUND (NORTHERN IRELAND) LIMITED PARTNERSHIP
- (7) DATACTICS LIMITED
- (8) THE PERSONS SET OUT IN SCHEDULE 1C

SUPPLEMENTAL INVESTMENT AGREEMENT
RELATING TO DATACTICS LIMITED

CERTIFIED COPY

We hereby certify that this is a true copy of the original

Dated this 08 day of August 2008
Gleeson, Solicitors
A & L Goodbody Northern Ireland
6th Floor
42-46 Fountain Street
Belfast BT1 5EF

TUESDAY



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COMPANIES HOUSE

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DATE 28th April 2008

2008

PARTIES

- (1) **THE PERSONS** whose names and addresses or registered offices are set out in Schedule 1A (the "Founders")
- (2) **NITECH GROWTH FUND LIMITED PARTNERSHIP** a limited partnership registered in Northern Ireland with registered number NI LP 19 whose registered office is at Stokes House, 17-25 College Square East, Belfast BT1 6DH ("Nitech").
- (3) **VIRIDIAN GROWTH FUND LIMITED PARTNERSHIP** a limited partnership registered in Northern Ireland with registered number NI LP18 whose registered office is at Stokes House 17-25 College Square East, Belfast, BT1 6DH ("Viridian").
- (4) **UUTECH LIMITED** a company registered in Northern Ireland with registered number NI 33135 of Cromore Road, Coleraine, BT52 1SA ("UUTECH").
- (5) **THE PERSONS** whose names and addresses or registered offices are set out in Schedule 1B (the "Private Investors").
- (6) **UNIVERSITY CHALLENGE FUND (NORTHERN IRELAND) LIMITED PARTNERSHIP** a limited partnership registered in Northern Ireland with registered number NI LP15 of Lanyon North, The Queen's University of Belfast University Road, Belfast BT7 1NN ("UCF").
- (7) **DATACTICS LIMITED** a company registered in England and Wales with the registered number 3847379 whose registered office is at 20-22 Bedford Row, London, WC1R 4JS (the "Company") and
- (8) **THE PERSONS** whose names and addresses or registered offices are set out in Schedule 1C (the "Existing Shareholders")

BACKGROUND:

- (A) This agreement is supplemental to an investment agreement dated 17th February 2006 between (1) The Persons set out in Schedule 1A thereto, (2) Nilech Growth Fund Limited Partnership, (3) Viridian Growth Fund Limited Partnership, (4) UUTECH Limited, (5) The Persons set out in Schedule 1B thereto (6) Invest Northern Ireland (7) University Challenge Fund (Northern Ireland) Limited Partnership, (8) Betrac Partners (9) Dalaclics Limited and (10) The Persons set out in Schedule 1C thereto (the "2006 Investment Agreement")
- (B) The Company is a private company limited by shares and has prior to execution of this agreement an authorised share capital of £1,100,000 divided into 99,996,614 ordinary shares of £0.01 each ("Ordinary Shares"), 3,386 "A" Ordinary Shares of £0.01 each ("A" Ordinary Shares") and 100,000 redeemable preference shares of £1.00 each ("Preference Shares") of which 15,664 Ordinary Shares and 3,386 "A" Ordinary Shares have been issued and are fully paid or credited as fully paid. Further particulars relating to the existing issued share capital and to the Company are set out in Schedule 2.
- (C) The shareholders of the Company listed in Schedule 2 are the registered holders and beneficial owners (free of any Encumbrance (as defined below)) of the number of shares in the capital of the Company appearing against their respective names in Schedule 2 which shares comprise the entire issued and allotted share capital of the Company at the time of execution of this agreement.
- (D) The persons specified as directors in Schedule 2 are the only directors of the Company at the date of this agreement.
- (E) This agreement has been entered into with the authority of all the shareholders of the Company each of who has waived its respective pre-emption rights on fresh issues of shares pursuant to article 6 of the Articles.
- (F) Those Shareholders (as defined below) who are also Parties (as defined below) have agreed to procure that on Completion (as defined below) resolutions be passed for amongst other things, the issue of shares pursuant to the terms of this Agreement and the adoption of 2008 Articles (as defined below), and upon the passing and implementation thereof the authorised share capital of the Company will be £1,100,000 divided into 99,975,000 Ordinary Shares, 10,000 "A" Ordinary Shares, 15,000 "B" Ordinary Shares of £0.01 each ("B" Preferred Ordinary Shares") and 100,000 Preference Shares.
- (G) Viridian, UCF, UUTECH, the Founders and the Private Investors have each agreed to subscribe for shares in the share capital of the Company and to lend money to the Company upon the terms and conditions hereinafter contained. Upon the allotment of such shares the same the issued share capital of the Company will be £100,330.92 divided into 100,000 Preference Shares, 15,846 Ordinary Shares, 9,326 "A" Ordinary Shares and 6,938 "B" Preferred Ordinary Shares.

- (H) The Parties (as defined below) have agreed to enter into this Agreement for the purpose of regulating their relationship with each other and certain aspects of the affairs of and their dealings with the Company
- (I) The Company has no subsidiaries at the date hereof.

NOW IT IS HEREBY AGREED as follows

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement (including the Background (as defined below) and the Schedules) ("Agreement") the following expressions have the following meanings.

"2008 Anti-Dilution Shares"	means 5,940 "A" Ordinary Shares and 182 Ordinary Shares to be issued fully paid to Viridian, UUTECH, UCF and the Private Investors as defined in the 2006 Investment Agreement,
"2008 Board Minutes"	means the minutes of a meeting of the Board in the form set out in Schedule 3,
"2008 Business Plan"	means the current short form business plan and financial projections of the Company attached as Schedule 8 hereto
"2008 Completion"	means the performance by the Parties of the obligations assumed by them respectively under Clause 3
"2008 Deed of Adherence"	means a deed in the form set out in Schedule 7 hereto,
"2008 Disclosure Letter"	means the disclosure letters previously furnished pursuant to the investment agreement dated 5 th November 2003 between (1) the several persons set out in the schedule hereto, (2) Nitech Growth Fund Limited Partnership, (3) Viridian Growth Limited Partnership, (4) UUTEch Limited, (5) Bellrae Partners, (6) Private Investors, (7) EBT Venture Fund Limited and (8) Dalacica Limited and pursuant to the 2006 Investment Agreement
"2008 Investment"	means £486,363 to be invested in the Company by Viridian UCF, UUTECH and the Private Investors pursuant to the terms of this Agreement

"2008 New Articles"	means the amended articles of association of the Company to be adopted on 2008 Completion,
"2008 Resolutions"	means the resolutions of the Company in the form set out in Schedule 4 hereto,
"2008 Subscription Price"	means £41.28 per share,
"2008 Warranties"	means the warranties referred to in Clause 5 and set out in Schedule 6 hereto,
"Agreed Form"	means in the form previously agreed by or on behalf of the Parties and signed for the purposes of identification,
"Articles"	means the articles of association from time to time of the Company (and any reference to an "Article" shall be a reference to that article of the said Articles)
"Associate"	has the meaning given by Section 435 of the Insolvency Act 1986
"Auditors"	means the auditors of the Company from time to time,
"Background"	means the background recitals set out above
"Bank"	means the Governor and Company of the Bank of Ireland,
"Board"	means the board of directors of the Company
"Bonus Share Option Issue"	options over 3,217 ordinary shares representing 0.81% of the of the fully diluted share capital of the Company after the allotment of shares pursuant to this Agreement out of the share option pool referred to at clause 3.2.11 to be available immediately to Sarah Bearder, Jens Rasch and John Mulcahy, Michael Black and Paula McGrath in consideration of services rendered to the Company,
"Business"	means the business of specialised software development in improving data quality and such other business or activity of the Company as may be agreed by resolution of the Board from time to time;

"Business Day"	means any day on which clearing banks in Northern Ireland are open for business other than a Saturday, Sunday or a public holiday in Northern Ireland
"Companies Act"	means the Companies Act 1985 as amended by the Companies Act 2006.
"Company's Solicitors"	means Mark Thompson of A&L Goodbody Solicitors, 42-46 Fountain Street, Belfast, BT1 5EF.
"Current Round Investors"	means UUTECH, Vindian, UCF and the Private Investors.
"Directors"	means the directors of the Company from time to time (and the term "Director" shall be construed accordingly)
"Dividend Policy"	means the dividend policy of the Company specified in Clause 6.14.
"Emoluments"	means emoluments of every description including without limitation, salaries, directors fees, bonuses, commissions profit shares under any incentive scheme pension contributions payable by the Company or any member of the Company's Group and benefits in kind as quantified for income tax purposes
"Encumbrance"	means and includes any interest or equity of any person (including, without prejudice to the generality of the foregoing any right to acquire option or right of pre-emption) or any mortgage charge, pledge lien or assignment or any other encumbrance priority or security interest or arrangement of whatsoever nature over or in the relevant property
"Funds"	means Nitech and Vindian together
"Funds' Director"	shall have the meaning ascribed therein at clause 6.3.
"Group"	means, in relation to a company, that company and any company which is from time to time a holding company of that company or a subsidiary of that company or of such holding company (and "holding company" and "subsidiary" will each have the meaning set out in section 736 of the Companies Act).

"Intellectual Property"

means patents, trade marks, service marks, registered designs, applications for any of the foregoing, copyright, design rights, database rights, know-how, confidential information, trade secrets, trade and business names and any other similar intellectual property rights in any country to include all source code, documentation, algorithms, know-how, related software libraries and other tools or components which comprise the Datatravler software product whether protected or unprotected,

"Investment"

means together the the UCF Investment, the UUTECH Investment, the Vindian Investment and the Private Investors' Investment,

"John Mulcahy Loan Note Certificate"

means the £20,000 Loan Note Certificate pursuant to the terms of the Loan Note Instrument in the Agreed Form to be issued by the Company to John Mulcahy on the terms of this Agreement

"Loan Notes"

the Loan Notes held by Vindian, UUTECH, UCF, John Mulcahy and Sarah Boarder pursuant to the terms of a Loan Note Instrument dated 23rd August 2007

"Loan Note Instrument"

means the loan note instrument in the Agreed Form pursuant to which the terms of which the Jens Rasch Loan Note Certificate, the John Mulcahy Loan Note Certificate, the Michael Black Loan Note Certificate, the Sarah Boarder Loan Note Certificate, the UUTECH Loan Note Certificate and the Vindian Loan Note Certificate are to be issued

"Listing"

means a successful application being made in relation to all or any of the share capital of the Company for admission to listing to the United Kingdom Listing Authority and admission to trading to the London Stock Exchange plc or a successful application being made to any other recognised investment exchange (as such expression is defined in the Financial Services and Markets Act 2000) for all or any of the share capital of the Company to be admitted to trading on such exchange,

"Michael Black Loan Note Certificate"

means the £20,000 Loan Note Certificate pursuant to the terms of the Loan Note Instrument in the Agreed Form to be

issued by the Company to Michael Black on the terms of this Agreement,

"Parties "

means the parties to this Agreement (and the term "Party" shall be construed accordingly);

"Sale"

means either of the following

- (i) any acquisition of a majority of the issued voting shares (by one transaction or by a series of related transactions) by means of a purchaser or any form of reorganisation (including share swap) in which shares are exchanged for securities or other consideration paid or issued, or caused to be paid or issued by the acquiring company corporation or its subsidiary or
- (ii) the disposal, sale, conveyance or lease or parting with control by the Company (by one transaction or by a series of related transactions) of the whole or over 50% (determined by reference to net asset value) of the whole of its property, undertaking, or assets,

"Sarah Bearder Loan Note Certificate"

means the £10,000 Loan Note Certificate pursuant to the terms of the Loan Note Instrument in the Agreed Form to be issued by the Company to Sarah Bearder on the terms of this Agreement

Shareholders

means all those persons holding shares in the capital of the Company from time to time (and the expression "Shareholder" shall be construed accordingly),

Share

means an issued share in the capital of the Company of whatever class (and the term "Shares" shall be construed accordingly),

"Specified Majority"

means each of the Funds and such other Shareholders who together hold in excess of 50% of the issued ordinary share capital of the Company from time to time (which for the avoidance of doubt, shall include "A" Ordinary Shares and "B" Ordinary Shares),

"UUTECH Loan Note Certificate"	means the £25 000 Loan Note Certificate pursuant to the terms of the Loan Note Instrument in the Agreed Form to be issued by the Company to UUTECH on the terms of this Agreement.
"Viridian Loan Note Certificate"	means the £125 000 Loan Note Certificate pursuant to the terms of the Loan Note Instrument in the Agreed Form to be issued by the Company to Viridian on the terms of this Agreement;
"Viridian's Solicitors"	means Lisa Richardson of A&L Goodbody Solicitors 42-46 Fountain Street Belfast BT1 5EF
"Warrant Certificate"	means a warrant certificate to be issued pursuant to a need poll for the issue of warrants in the Agreed Form.
"Warrantors"	means each of the Founders and the Company.
1.1.2	reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted,
1.1.3	subject as herein otherwise expressly defined, words and phrases defined in the Companies Act (but excluding any statutory modification thereof not in force on the date of this Agreement) and in the 2008 New Articles bear the same respective meanings.
1.1.4	unless otherwise specified, words importing the singular include the plural words importing any gender include every gender and the neuter and words importing persons include bodies corporate and unincorporate and (in each case) vice versa
1.1.5	reference to Clauses, Schedules and other provisions are references to clauses, schedules and other provisions of this Agreement and any reference to a sub-provision is, unless otherwise stated a reference to a sub-provision of the provision in which the reference appears
1.1.6	all warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally unless otherwise specified,
1.1.7	the headings shall not affect the interpretation of this Agreement;
1.1.8	any undertaking by any of the Parties not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing, and

1 1 9 reference to this Agreement or any other document shall where appropriate be construed as references to this Agreement or such other document as varied, supplemented, novated and/or replaced in any manner from time to time.

2 SUBSCRIPTION

2 1 Viridian in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6 shall subscribe for 4870 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by Viridian of £150,000 plus accrued interest and premiums of £51,029 upon the terms and conditions hereinafter contained.

2 2 Viridian in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6 shall lend £125,000 upon the terms and conditions hereinafter contained.

2 3 Viridian shall subscribe for 1,543 Anti-Dilution Shares upon the terms and conditions hereinafter contained.

2 4 UUTECH in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6 shall subscribe for 661 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by UUTECH of £20,000 plus accrued interest and premiums of £7,307 upon the terms and conditions hereinafter contained.

2 5 UUTECH in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6 shall lend £25,000 upon the terms and conditions hereinafter contained.

2 6 UUTECH shall subscribe for 1,157 Anti-Dilution Shares upon the terms and conditions hereinafter contained.

2 7 UCF in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6 shall subscribe for 902 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by UCF of £30,000 plus accrued interest and premiums of £10,960 upon the terms and conditions hereinafter contained.

2 8 UCF shall subscribe for 2,083 Anti-Dilution Shares upon the terms and conditions hereinafter contained.

2 9 Nitech shall subscribe for 1,157 Anti-Dilution Shares upon the terms and conditions hereinafter contained.

2 10 Sarah Bearder shall in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6 subscribe for 186 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by Sarah Bearder of £5,000 plus accrued interest and premiums of £1,827.

- 2.11 Sarah Bearder shall, in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6, lend to the Company £10,000 on the terms and conditions hereinafter contained.
- 2.12 John Mulcahy, in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6, shall subscribe for 166 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by John Mulcahy of £5,000 plus accrued interest and premiums of £1,827.
- 2.13 John Mulcahy, in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6, shall lend to the Company £20,000 on the terms and conditions hereinafter contained.
- 2.12 John Mulcahy shall subscribe for 39 Anti-Dilution Shares upon the terms and conditions hereinafter contained.
- 2.13 Michael Black, in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6, shall subscribe for 83 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by Michael Black of £2,500 plus accrued interest and premiums of £913.
- 2.14 Michael Black, in reliance upon the Warranties and the covenants contained in Clause 5 and Schedule 6, shall lend to the Company £20,000 on the terms and conditions hereinafter contained.
- 2.15 Michael Black shall subscribe for 42 Anti-Dilution Shares upon the terms and conditions hereinafter contained.
- 2.16 The Existing Shareholders shall subscribe for 101 Anti-Dilution Shares upon the terms and conditions hereinafter contained.
- 2.13 Each Party hereby warrants and undertakes to the other Parties that it has full power to enter into and perform its obligations under this Agreement and the agreements and deeds to be entered into pursuant hereto which will, when executed, constitute binding obligations on it in accordance with their terms.

3 COMPLETION

- 3.1 Completion shall not occur unless the Company has provided confirmation to Viridian's satisfaction:
 - 3.1.1 that the Company has full and unencumbered title and / or exploitation rights to all the intellectual property used to be used by the Company in relation to its business as specified in the Business Plan,
 - 3.1.2 that Viridian's investment is part of a total funding round of not less than £486,363 (including Viridian's £125,000 equity investment) to be provided to the Company on terms satisfactory to Viridian.

- 3.2 Completion is also conditional upon Viridian
- 3.2.1 being provided with and being satisfied with a review of the Business Plan,
 - 3.2.2 being satisfied with the authorised, issued and committed share capital (including any options granted or promised),
 - 3.2.3 being satisfied with the restructure of the Board and the review of management structures
 - 3.2.4 being satisfied with the level of liabilities (including any arrangements with trade creditors) and the conversion of all directors and shareholders loans into equity and / or recognised amounts
 - 3.2.5 being satisfied with a review of the structure of the Company's Remuneration Committee to include the appointment of Neil Simms and Tim Brundle (non executive directors representing the Funds and UUTECH respectively) as members of the Remuneration Committee, and
 - 3.2.6 being satisfied that the 10,284 ordinary shares to be reserved for management and employees of the Company are subject to a maximum aggregate limit (including any existing or proposed option arrangements) of such shares representing 21.77% of the fully diluted share capital of the Company after the allotment of shares pursuant to this Agreement and that except where previously contractually agreed by the Company, issued or due to be issued, options on such shares shall be granted under an Enterprise Management Incentive share option scheme at the 2008 Subscription Price (other than the Bonus Share Option Issue), subject to performance targets being reached before such share options are vested (any income tax or national insurance liability arising on either the Company or the recipient to be for the account of the recipient)
- such satisfaction to be indicated by Viridian's execution of this Agreement
- 3.3 On Completion, the Parties shall procure that the 2008 Resolutions in the Agreed Form, shall be passed in order to adopt the 2008 New Articles
- 3.4 Subject to the provisions of Clauses 3.1, 3.2 and 3.3 being fully complied with
- 3.4.1 Viridian shall at 2008 Completion subscribe for 4870 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by Viridian of £150,000 plus accrued interest and premiums of £51,029 and by completing, signing and delivering to the Company an application form (in the form set out in Schedule 5)
 - 3.4.2 Viridian shall at 2008 Completion lend £125,000 to the Company in consideration for issue by the Company of the Viridian Loan Note Certificate and a Warrant Certificate conferring the right to subscribe for 3028 "B" Preferred Ordinary Shares

- 3.4.3 Viridian shall at 2008 Completion subscribe for or be granted the option to subscribe for 1,543 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion
- 3.4.4 UUTECH shall at 2008 Completion subscribe for 661 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by UUTECH of £20,000 plus accrued interest and premiums of £7,307 and by completing, signing and delivering to the Company an application form (in the form set out in Schedule 5)
- 3.4.5 UUTECH shall at 2008 Completion lend £25,000 in consideration for the issue by the Company of the UUTECH Loan Note Certificate and a Warrant Certificate conferring the right to subscribe for 606 'B' Preferred Ordinary Shares
- 3.4.6 UUTECH shall at 2008 Completion subscribe for or be granted the option to subscribe for 1,181 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion
- 3.4.7 UCF shall at 2008 Completion subscribe for 992 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by UCF of £30,000 plus accrued interest and premiums of £10,880 and by completing, signing and delivering to the Company an application form (in the form set out in Schedule 5)
- 3.4.8 UCF shall at 2008 Completion subscribe for or be granted the option to subscribe for 2,128 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion
- 3.4.9 Nitech shall at 2008 Completion subscribe for or be granted the option to subscribe for 1,181 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion
- 3.4.10 John Mulcahy shall at 2008 Completion subscribe for 166 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by John Mulcahy of £5,000 plus accrued interest and premiums of £1,827 and by completing, signing and delivering to the Company an application form (in the form set out in Schedule 5)
- 3.4.11 John Mulcahy shall at 2008 Completion lend £20,000 in consideration for the issue by the Company of the John Mulcahy Loan Note Certificate and a Warrant Certificate conferring the right to subscribe for 484 'B' Preferred Ordinary Shares
- 3.4.12 John Mulcahy shall at 2008 Completion subscribe for or be granted the option to subscribe for 39 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion.

- 3.4.13 Michael Black shall at 2008 Completion subscribe for 83 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by Michael Black of £2,500 plus accrued interest and premiums of £913 and by completing, signing and delivering to the Company an application form (in the form set out in Schedule 5)
- 3.4.14 Michael Black shall at 2008 Completion lend £20,000 in consideration for the issue by the Company of the Michael Black Loan Note Certificate and a Warrant Certificate conferring the right to subscribe for 484 "B" Preferred Ordinary Shares
- 3.4.15 Michael Black shall at 2008 Completion subscribe for or be granted the option to subscribe for 43 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion
- 3.4.16 Sarah Bearder shall at 2008 Completion subscribe for 166 B Preferred Ordinary Shares at the 2008 Subscription Price by way of conversion of Loan Notes held by Sarah Bearder of £5,000 plus accrued interest and premiums of £1,827 and by completing, signing and delivering to the Company an application form (in the form set out in Schedule 5)
- 3.4.17 Sarah Bearder shall at 2008 Completion lend £10,000 in consideration for the issue by the Company of the Sarah Bearder Loan Note Certificate and a Warrant Certificate conferring the right to subscribe for 742 "B" Preferred Ordinary Shares
- 3.4.18 Nigel Mansley shall at 2008 Completion subscribe for or be granted the option to subscribe for 53 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion
- 3.4.19 Christopher Clark shall at 2008 Completion subscribe for or be granted the option to subscribe for 32 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion
- 3.4.20 Christopher Kingham shall at 2008 Completion subscribe for or be granted the option to subscribe for 16 Anti-Dilution Shares at par value such option to be exercisable within 20 business days of 2008 Completion

and, for the avoidance of doubt, the Shareholders hereby confirm their consent to the issue of such shares and waive their respective pre-emption rights (as the case may be) pursuant to article 6 of the Articles

Post-Completion Obligations

- 3.5 The Company shall procure that within the time limits prescribed by statute those documents and forms referred to in the Board Minutes which require filing with Companies House (for England and Wales) and/or the Registrar of Companies (for Northern Ireland) (as the case may be) shall be filed.

3.6 The Company shall procure that within five Business Days of the date hereof those documents and forms referred to in the Board Minutes as defined in the November 2003 Investment Agreement which were required to have been filed with the Companies House (for England and Wales) and/or the Registrar of Companies (for Northern Ireland) (as the case may be) shall be filed and that the transactions contained within the November 2003 Investment Agreement and those contemplated by this Agreement are reflected in subsequent returns and filings (as appropriate)

3.7 The Company shall procure that the Company's obligations in relation to the principal amounts of the Notes (as defined in the Loan Note Instrument) issued pursuant to the Loan Note Instrument shall be secured by a fixed charge against the intellectual property rights of the Company in favour of the Note holders (as defined in the Loan Note Instrument) which shall be released in the event of repayment or conversion of the Notes. This post-completion obligation shall be subject to the release of an all monies debenture held against the Company dated 13th August 2002 in favour of the Bank of Ireland or in the event that the all monies debenture is not released, the receipt of the Bank of Ireland's consent to such fixed charge in the event that the all monies debenture is not released

3.8 Insurance

The Company shall if required by Viridian effect for the benefit and in the name of the Company with an insurer appropriate levels of keyman insurance, professional indemnity and product liability insurance

3.9 Clause 6.13 shall be amended to read -

"All Ordinary Shares 'A' Ordinary Shares and 'B' Preferred Ordinary Shares shall rank *pari passu* with regard to dividend distributions."

4. APPLICATION OF SUBSCRIPTION MONIES

Unless otherwise agreed in writing by the Current Round Investors, the subscription monies referred to in Clause 3.4 shall be applied by the Company solely for the business specified in the Business Plan

5. WARRANTIES

5.1 The Founders jointly and severally warrant and undertake with the Current Round Investors severally that each of the provisions of Clause 4 of Schedule 6 is reasonably true and correct in every particular or (as the case may be) has been wholly performed in every particular save as fairly and accurately disclosed in the 2003 Disclosure Letter

5.2 The Company warrants and undertakes with the Current Round Investors severally that each of the provisions of Schedule 6 is reasonably true and correct in every particular or (as the case may be) has been wholly performed in every particular save as fairly and accurately disclosed in the Disclosure Letter

5.3 The Warranties shall continue in full force and effect notwithstanding Completion and notwithstanding any Warrantor being an individual ceasing to be a shareholder in the Company, and are given subject to,

5.3.1 any exceptions or matters fairly and accurately disclosed in the 2008 Disclosure Letter, and

5.3.2 any matter expressly provided for under the terms of this Agreement.

5.4 Subject to Clause 5.5 in the event of a breach of any of the Warranties (but without prejudice to any other right or remedy which the Current Round Investors may have in respect of the breach) the Warrantors shall pay to each of the Current Round Investors the amount necessary to put each of the Current Round Investors respectively into the position which would have existed if there had not been a breach of the Warranties and pay to each of the Current Round Investors respectively all costs and expenses incurred by each of the Current Round Investors respectively as a result of such breach.

5.5 The Company shall not be liable to the Current Investors under this Agreement for an amount in excess of £100,000.

The Founders shall not be liable to the Current Investors under this Agreement for an amount in excess of £10,000.

5.6 The Warrantors shall not be liable to any Current Round Investor unless and until the aggregate cumulative liability of the Warrantors in respect of all and any claims exceeds £7,500 (in which event the Warrantors shall be liable for the excess) and no claim shall count towards such limit unless the amount of each such claim exceeds £2,000.

5.7 The Warrantors shall not be liable in respect of any claim under this Agreement unless it shall have been made before the expiry of 12 months from Completion.

6. SALE OR LISTING

6.1 The following wording shall be added to clause 9.1 of the 2006 Investment Agreement -

"In the event that the Company fails to achieve the revenue levels set out in the Business Plan for 2 months following 2008 Completion or there is a material adverse change to the Business Plan (material to be defined in the reasonable discretion of the Loan Noteholders) unless otherwise agreed by the holders of 70% by value of the Loan Note Certificates, the Company shall immediately commence a Sale process. The holders of the Loan Note Certificates agree to exercise their rights to drag along all other Shareholders as required to effect any transactions in connection with a Sale pursuant to article 11, and shall be deemed to hold power of attorney in relation to such Shareholders with regard to any consents or documentation required to be signed to effect a Sale."

6.2 Clause 9.2 of the 2000 Investment Agreement shall be deleted and replaced by the following wording:-

"The Parties agree that if the Company has not completed a Sale or a Listing by 1st November 2010, Viridian shall have the right to require the Board and those Shareholders who are also Parties to take all actions as the Fund deems necessary to procure a Sale or Listing including but not limited to selling their shares to a third party identified by Viridian but subject always to the proceeds of Sale being distributed in accordance with the Articles and the overriding obligation to do so at the best price per share obtainable in the circumstances. The cost of such actions shall be borne by the Company."

7 FEES

7.1 The Company shall upon 2008 Completion pay,

7.1.1 the reasonable legal costs of Viridian not in excess of £5,000 (plus VAT and disbursements) and

7.1.2 an arrangement fee to Viridian of £1,250 (plus VAT if appropriate)

7.2 Subject to the provisions of Clause 7.1 all costs and disbursements in connection with the negotiation, preparation and implementation of this Agreement shall be borne by the Party that incurs them.

8 PRE-EMPTION WAIVERS AND CONSENTS

8.1 Each party to this Agreement who is a Shareholder

8.1.1 and entitled to certain pre-emption rights in respect of the fresh issue of shares by the Company under the Articles hereby confirms that it waives all such pre-emption rights as it may have in respect of the allotments proposed to be made pursuant to this Agreement and hereby consents to the proposed allotments of shares in the Company envisaged herein, and

8.1.2 confirms that it understands and hereby consents to be bound by the provisions of Clause 9 of the 2000 Agreement as amended by clause 6 of this Agreement.

9. SUPREMACY

9.1 If, during the continuance of this Agreement, there shall be any conflict between the provisions of the Agreement and the provisions of the 2008 New Articles then, during such period, the provisions of the Agreement shall prevail as between the Shareholders over the 2008 New Articles and in the event of such conflict the Shareholders shall procure at the request of any of the Shareholders such modification to the Articles as shall be necessary to cure such conflict.

9.2 Subject to Clause 10.1 each of the parties hereto undertakes with each of the others to fully and promptly observe and comply with the provisions of the 2008 New Articles to the intent and effect that each and every provision thereof shall be enforceable by the parties hereto inter se and in whatever capacity

9.3 Nothing contained in this Agreement shall be deemed to constitute an amendment of the 2008 New Articles or of any previous articles of association of the Company

10. PARTIES BOUND

10.1 The Company undertakes with each of the Shareholders to be bound by and comply with the terms and conditions of this Agreement insofar as the same relate to the Company and to act in all respects as contemplated by this Agreement

10.2 Each of the Shareholders shall at all times exercise his powers in relation to the Company so as to ensure that the Company fully and promptly observes, performs and complies with its obligations under this Agreement and the 2008 New Articles

10.3 Each of the Shareholders undertakes with each of the other Parties that whilst he remains a party to this Agreement he will not (except as expressly provided for in this Agreement) agree to cast any of the voting rights exercisable in respect of any of the shares held by him in accordance with the directions, or subject to the consent of, any other person (including another Shareholder)

11. GENERAL

11.1 The following provisions of the 2006 Investment Agreement shall apply to this Agreement as if the same had been set out herein save where inconsistent with an express provision herein and save that words expressly defined in this Agreement shall have the meanings attributed to them in this Agreement

11.1.1 Clause 1 (Definitions and Interpretation);

11.1.2 Clause 6.4 shall be deleted and replaced by the following

"The Company shall pay to the Funds (irrespective of whether or not a Funds' Director is or has been appointed) an annual monitoring fee of £10,000 per annum, increasing annually with the UK Retail Price Index which shall become due and payable quarterly in arrears on 31st March, 30th June, 30th September and 31st December the first of such quarterly payments being due and payable on 30th June 2008

11.1.3 Clauses 7.1, 7.5, 7.6, 7.7, 7.8, 7.9 and 7.10 (Disclosure, Publicity, Confidentiality) save that reference to 'the Investment' shall be deemed to refer to the subscriptions and loans being made pursuant to this Agreement and any reference to 'Invest NI' shall be deleted,

11.1.4 Clause 16 (Duration of Obligations), and

11.1.5 Clauses 19.1 (Notices), 19.2 (Successors Bound), 19.3 (Assignment), 19.4 (Continuing Agreement), 19.5 (Good Faith), 19.6 (Further Assurance), 19.7 (Entire Agreement), 19.9 (Law), 19.10 (Waiver), 19.11 (No Partnership), 19.12 (Severability), 19.13 (Exercise of Powers) and 19.14 (Counterparts)

EXECUTED as a deed on the date of this Agreement

SCHEDULE 1A

FOUNDERS

Sarah Bearder 33 Cove Hollow Groomspoint BT 19 6HT
Jens Rasch 33 Cove Hollow Groomspoint BT 19 6HT

SCHEDULE 1 B
PRIVATE INVESTORS

Michael Black 5 Dorchester Park Pond Park Road Lisburn BT28 3EU
John Mulcahy Carra Blagh House Portsalon Co Donegal Ireland

SCHEDULE 1C

EXISTING SHAREHOLDERS

Christopher Clark 3 Kettle Drive Middletown USA NJ 07748
Christopher Kingham 138 Hilden Court Lisburn, BT27 3EW
Crescent Capital II Limited Partnership 7 Upper Crescent Belfast BT7 1NT
Bryan Keating 4 Lonsdale Court Shore Road Newtownabbey BT37 0RA
Andrew Moody 32 Laurel Grove Lisburn BT28 3EW
David John Moody 32 Laurel Grove Lisburn Co Antrim BT28 3EW
Jenis Associates Limited 33 Ballyholme Road Bangor Co Down
Ian Kerr 8 Gowan Heights Drumbeg Road Drumbeg BT17 9LZ
Conor McCullough 48 Temple Villas Palmerston Road Dublin 6
Greg Hamill 1 Piney Way Malone Road Belfast BT9 5QT
John O'Rourke 42 Portsmouth Square Dublin 2
W James Marrs 179 Cushendall Road Ballymena

BT43 6UA
Gavin Logan 3 Holborn Avenue Bangor BT20 5EH
Nigel Mansley 33 Ballyholme Road Bangor Co. Down
Invest Northern Ireland Bedford Square Bedford Street Belfast BT2 7EH

SCHEDULE 2

PARTICULARS OF THE COMPANY

Directors	David John Moody, Sarah Bearder, Jens Rasch, Ian Kerr Michael Black, John Mulcahy, Neil Simms, Tim Brundle
Secretary	Jens Rasch
Accounting reference date	30 September
Auditors	BDO Stoy Hayward
Date of latest accounts filed	31 st October 2006
Date of latest annual return filed	8 th October 2007
Encumbrances	All monies debenture dated 13 th August 2002 in favour of the Bank of Ireland to be released on or prior to 2008 Completion
Current Shareholders	

<u>Names and Address</u>	<u>Shares</u>
Sarah Bearder 33 Cove Hollow Groomsport BT19 6HT	4,130 Ordinary Shares
Jens Rasch 33 Cove Hollow Groomsport BT19 6HT	1,931 Ordinary Shares
University Challenge Fund (Northern Ireland) Limited Partnership N11 P15 Lanyon North The Queen's University of Belfast University Road Belfast BT7 1NN	1,000 Ordinary Shares 1,187 "A" Ordinary Shares
David John Moody 32 Laurel Grove	150 Ordinary Shares

<u>Names and Address</u>	<u>Shares</u>
Lisburn Co. Antrim BT28 3EW	
UUTech Limited NI 33135 Cromore Road Coleraine BT52 1SA	2,985 Ordinary Shares 660 'A' Ordinary Shares
Christopher Clark 3 Katie Drive Middletown USA NJ 07718	210 Ordinary Shares
Jens Associates Ltd 33 Ballyholme Road Bangor Co. Down	192 Ordinary Shares
Nigel Mansley 33 Ballyholme Road Bangor BT20 5JJ	80 Ordinary Shares
Bryan Keating 1 Londale Court Shore Road Newtownabbey BT37 0RA	208 Ordinary Shares
Andrew Moody 32 Laurel Grove Lisburn BT28 3EW	10 Ordinary Shares
Michael Black 5 Dorchester Park Pond Park Road Lisburn BT28 3EU	233 Ordinary Shares
Chris Kingham 138 Hilden Court Lisburn BT27 3EW	59 Ordinary Shares
Crescent Capital II Limited Partnership 7 Upper Crescent Belfast BT7 1NI	200 Ordinary Shares
Nitech Growth Fund Limited Partnership NII LP19	1,730 Ordinary Shares 660 "A" Ordinary Shares

<u>Names and Address</u>	<u>Shares</u>
Stokes House 17-25 College Square East Belfast, BT1 6DH	
Viridian Growth Fund Limited Partnership NI LP18 Stokes House 17-25 College Square East Belfast BT1 6DH	879 "A" Ordinary Shares
John Mulcahy Carra Blagh House Portsalon Co Donegal Ireland	22 Ordinary Shares
Greg F. Hamill 1 Piney Way Malone Road Belfast BT9 5QT	87 Ordinary Shares
Gavin Logan 3 Holborn Avenue Bangor BT20 5EH	87 Ordinary Shares
W. James Mallon 179 Cusshendall Road Ballymena BT43 6UA	87 Ordinary Shares
Conor J. McCullough 4B Temple Villas Palmerston Road Dublin 6	87 Ordinary Shares
John M O'Rourke 42 Portsmouth Square Dublin 2	87 Ordinary Shares
Ian Kerr 8 Gowan Heights Drumbeg Road Drumbeg BT17 9LZ	88 Ordinary Shares
Invest Northern Ireland Bedford Square Bedford Street	100,000 Preference Shares

<u>Names and Address</u>	<u>Shares</u>
Belfast BT2 7EH	

TOTAL

15,664 Ordinary Shares
3,386 'A' Ordinary Shares
100,000 Preference Shares

DATACTICS LIMITED ("the Company")

MINUTES of a meeting of the board of directors held at
on the [] 2008 at [] am/pm

PRESENT John Mulcahy ("Chair")
 Sarah Bearder
 Dr Jens Rasch
 Michael Black
 David John Moody
 Neil Simms
 Tim Brindle
 Ian Kerr

IN ATTENDANCE []

1 John Mulcahy took the chair, noted that a quorum was present and declared the meeting open

2 DECLARATION OF INTERESTS

2.1 In accordance with Section 317 and 324 of the Companies Act 1985 (the "Act") and Part X of the Companies Act 2006 each of the Directors present gave notice of his interest in the business to be dealt with at the meeting as a shareholder of the Company

2.2 It was noted, notwithstanding the above declarations of interest, that pursuant to the articles of association of the Company each of the directors was entitled to attend and speak at the meeting and to vote on the matters to be dealt with

3 INVESTMENT AGREEMENT AND ANCILLARY DOCUMENTS

3.1 The following documents were laid on the table

3.1.1 a supplemental investment agreement ("**Supplemental Investment Agreement**") proposed to be entered into on the date hereof between (1) Those persons listed in Schedule 1A of the Investment Agreement (2) Nitech Growth Fund ("Nitech") (3) Viridian Growth Fund ("Viridian") (4) (1) UUTECH Limited ("UUTECH") (5) Those persons listed in Schedule 1B to the Investment Agreement ("**Private Investors**") (6) University Challenge Fund (Northern Ireland) ("UCF") (7) the Company and (8) the persons set out in Schedule 1C of the Investment Agreement

- 3.1.2 a print of the amended articles of association of the Company proposed to be adopted pursuant to the Supplemental Investment Agreement (the "Articles of Association");
- 3.1.3 a convertible loan note instrument (the "Loan Note Instrument") and loan note certificates in favour of Viridian, UUTECH, John Mulcahy, Sarah Bearder, and Michael Black (the "Loan Note Certificates"); and
- 3.1.4 a deed poll for the issue of warrants over "B" Preferred Ordinary Shares (the "Deed Poll") and warrant certificates in favour of Viridian, UUTECH, John Mulcahy, Sarah Bearder, and Michael Black (the "Warrant Certificates"); and
- 3.1.5 a charge against the intellectual property rights of the Company in favour of the holders of loan notes pursuant to the Loan Note Instrument (the "IP Charge");

3.2 **IT WAS REPORTED** that the existing members of the Company had agreed the terms upon which the Current Round Investors and some of the Existing Shareholders would upon the satisfaction of the conditions set out in the Supplemental Investment Agreement subscribe for a total of 6,938 "B" Ordinary Shares of £0.01 each, be granted options to subscribe for 5940 "A" Ordinary Shares of £0.01 and 182 Ordinary Shares of £0.01 each in the capital of the Company and be issued with Loan Note Certificates and Warrant Note Certificates. The directors considered that it was in the best interests of the Company that the Company co-operate in giving effect to such arrangements.

3.3 **IT WAS REPORTED** that the options to subscribe for 5940 "A" Ordinary Shares and the 182 Ordinary Shares (the "Anti-Dilution Shares") were at par value and that such options were to be exercised within 20 business days of the date hereof pursuant to Article 13 of the Company's Articles of Association.

3.3 **IT WAS RESOLVED** that each of the documents tabled be noted, approved or, as the case may be, adopted and that

3.3.1 any director be authorised to execute on behalf of the Company any such document which required to be so executed;

3.3.2 any such document as required execution as a deed by the Company be so executed;

3.3.3 all steps to be taken by the Company pursuant to any of the documents tabled be taken forthwith.

4 **ADJOURNMENT AND RESUMPTION OF MEETING**

4.1 The meeting was thereupon adjourned. On the resumption of the meeting it was reported that those documents which required execution by the Company had been so executed.

5 **GENERAL MEETING**

5.1 There were produced to the meeting,

5.1.1 notices of general meetings of the Company, the Ordinary shareholders, the "A" Ordinary shareholders and of the Loan Note holders to be convened to consider resolutions for the following purposes

5.1.1.1 to adopt amended articles of association;

5.1.1.2 to reclassify the authorised share capital of the Company into £1,100,000 divided into 99,975,000 Ordinary Shares of £0.01 each, 15,000 "B" Preferred Ordinary Shares of £0.01 each, 10,000 "A" Ordinary Shares of £0.01 each and 100,000 Preference Shares of £1 each,

5.1.1.3 to generally and unconditionally authorise the directors to allot and issue up to 6,038 "B" Preferred Ordinary Shares within two months of the date of the resolution

5.1.1.4 to generally and unconditionally authorise the directors to allot and issue up to 5,940 "A" Ordinary Shares and 182 Ordinary Shares within one month of the date of the resolution

5.1.1.5 to approve the conversion of £212,500 Loan Notes issued plus £73,863 accrued interest and premiums pursuant to an Unsecured Convertible Loan Note Instrument dated 23rd August 2007 into "B" Preferred Ordinary Shares

5.1.1.6 to approve the issue of up to £250,000 of Loan Notes pursuant to a Loan Note Instrument in the form produced to the meeting

5.1.1.7 to approve the issue of Warrants to subscribe for up to 6,056 "B" Preferred Ordinary Shares pursuant and the Deed of Poll in the form produced to the meeting, and

5.1.1.8 to approve the increase of the maximum aggregate limit of ordinary shares to be reserved for management and employees of the Company (including any existing or proposed option arrangements) to 10,284 ordinary shares representing 21.77% of the fully diluted share capital of the Company after the allotment of shares pursuant to a supplemental investment agreement relating to the Company to be entered into on the date hereof,

and

5.1.2 forms of consent to short notice of general meeting

5.2 IT WAS RESOLVED that subject to notice being given to the members and the auditors and to the consent of the members to short notice first being obtained the notice be approved and that general meetings of the Company, the Ordinary shareholders, the "A" Ordinary shareholders and of the Loan Note holders be convened and held forthwith on short notice for the purpose of considering and, if thought fit, passing the resolutions set out in the notice

6 ADJOURNMENT AND RESUMPTION OF MEETING

6.1 The meeting was thereupon adjourned for the holding of the general meetings of the Company, the Ordinary Shareholders, the "A" Ordinary Shareholders and the Loan Note holders. On the resumption of the meeting it was reported that the requisite consents for the meeting to take place at short notice had been obtained and that the resolutions set out in the notices of general meetings had been duly passed

7 ISSUE OF SHARES

7.1 The Chairman reported that the following shares were to be issued subject to the terms of the Investment Agreement:

Allottee	Number of "B" Ordinary Shares	Number of Ordinary Shares	Number of "A" Ordinary Shares
Nilech	-	-	1 157
Vindian	4870	-	1 543
DUTECH	661	-	-
UCF	992	-	-
Michael Black	83	42	-
John Mulcahy	166	39	-
Sarah Bearder	166	-	-
Nigel Mansley	-	53	-
Christopher Kinghan	-	16	-

7.2 IT WAS RESOLVED that subject to the terms of the Investment Agreement the allotments detailed at paragraph 6.1 above be approved and that the Company Secretary be instructed to issue the appropriate share certificates and make the appropriate filings at Companies House

7.3 The meeting was thereupon adjourned. On the resumption of the meeting it was reported that the said share certificates had been issued and the Register of Members amended accordingly

8 FURTHER INVESTMENT

- 8.1 IT WAS RESOLVED that shareholders of the Company who have not indicated that they do not wish to participate in the funding round pursuant to the Supplemental Investment Agreement would be allowed a further 30 days from the date hereof to invest up to £50,000 in aggregate.

9. SHARE OPTIONS

- 9.1 The Chairman reported that the following share options were to be granted subject to the terms of the Supplemental Investment Agreement:

	Number of "A" Ordinary Shares	Number of Ordinary Shares
UUTECH	1,157	
UCF	2,083	
Christopher Clark		32

- 9.2 IT WAS RESOLVED that subject to the terms of the Supplemental Investment Agreement the share options detailed at paragraph 8.1 above be granted as exercisable at any time within 20 business days of the date hereof.

10 COMPANIES HOUSE FILINGS

- 10.1 IT WAS RESOLVED that the secretary be instructed to deliver the following to the Registrar of Companies:

10.1.1 copies of the special resolutions passed at the general meetings;

10.1.2 Notice of consolidation, division, sub-division, redemption or cancellation of shares, or conversion re-conversion of stock into shares (Form 122);

10.1.3 a copy of the amended articles of association; and

10.1.4 Return of Allotments (Form 88(2)).

11 MEETING CLOSED

- 11.1 These minutes were then read and signed:

Chair

NOTICE OF GENERAL MEETING

DATACTICS LIMITED

NOTICE IS HEREBY GIVEN that a general meeting of the Company will be held at

on [] 2008 at [] am/pm for the purpose of considering and, if thought fit, passing the following resolutions as special resolutions

SPECIAL RESOLUTIONS

THAT

1. The regulations contained in the document produced to the meeting and signed for identification by the chairman be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.
2. The authorised share capital of the Company be reclassified into £1,100,000 divided into 99,975,000 Ordinary Shares of £0.01 each, 10,000 "A" Ordinary Shares of £0.01 each and 15,000 "B" Preferred Ordinary Shares of £0.01 each and 100,000 Convertible Cumulative Redeemable Preference Shares of £1 each and being subject to the restrictions attaching thereto under the amended articles of association of the Company accepted pursuant to Resolution 1 above.
3. The directors be generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to convert £212,500 Loan Notes issued plus £73,863 accrued interest and premiums pursuant to a Unsecured Convertible Loan Note Instrument dated 23rd August 2007 into 6,938 "B" Preferred Ordinary Shares and to allot and issue up to 6,938 "B" Preferred Ordinary Shares within two months of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have the power to exercise the authority hereby conferred upon them to allot such shares to such persons and on such conditions as they may in their discretion determine as if Section 89 of the Companies Act 1985 did not apply thereto and we hereby waive all rights to pre-emption as if sections 89(1) and 90 of the Companies Act 1985 (whether under the Company's articles of association or otherwise) did or did not apply thereto.
4. The directors be generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to issue and allot up to 103 Ordinary Shares and 3,386 "A" Ordinary Shares within one month of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have the power to exercise the authority hereby conferred upon them to allot such shares to such persons and on such conditions as they may in their discretion determine as if Section 89 of the Companies Act 1985 did not apply thereto and we hereby waive all rights to pre-emption as if sections 89(1) and 90 of the Companies Act 1985 (whether under the Company's articles of association or otherwise) did or did not apply thereto.

- 5 The directors be generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to issue up to £250,000 Secured Convertible Loan Notes pursuant to a Loan Note Instrument in the form produced to the meeting within two months of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have the power to exercise the authority hereby conferred upon them to issue such Unsecured Convertible Loan Notes to such persons and on such conditions as they may in their discretion determine and we hereby waive all rights to pre-emption as if sections 89(1) and 90 of the Companies Act 1985 (whether under the Company's articles of association or otherwise) did or did not apply thereto.
- 6 The directors be generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to issue Warrants to subscribe for up to 6,056 "R" Preferred Ordinary Shares pursuant and the Deed of Poll in the form produced to the meeting within two months of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have the power to exercise the authority hereby conferred upon them to issue such Warrants to such persons and on such conditions as they may in their discretion determine and we hereby waive all rights to pre-emption as if sections 89(1) and 90 of the Companies Act 1985 (whether under the Company's articles of association or otherwise) did or did not apply thereto.
- 7 The increase of the maximum aggregate limit of ordinary shares to be reserved for management and employees of the Company (including any existing or proposed option arrangements) to 10,281 ordinary shares representing 21.77% of the fully diluted share capital of the Company after the allotment of shares pursuant to a supplemental investment agreement relating to the Company to be entered into on the date hereof be hereby approved.

DATED | | 2008

BY ORDER OF THE BOARD

Secretary

REGISTERED OFFICE: 20-22 Bedford Row, London, WC1R 4JS

Note: A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and, on a poll vote in his place. A proxy need not also be a member.

DATACTICS LIMITED ("the Company")

CONSENT TO SHORT NOTICE

WE the undersigned, being a majority in number of the members together holding 95% or more in nominal value of the shares giving a right to attend and vote at the meeting convened by the attached notice hereby agree to it being convened for the date and place mentioned therein and to the passing at the meeting, as special resolutions of the Company, of the resolutions set out in the notice notwithstanding that shorter notice than that specified in the Companies Act 1985 or the Company's articles of association has been given

Signed

Dated:

SARAH BEARDER

JENS RASCH

**UNIVERSITY CHALLENGE
FUND (NI) LIMITED PARTNERSHIP**

MICHAEL BLACK

OUTECH LIMITED

JERIS ASSOCIATES LIMITED

CHRISTOPHER CLARK

NIGEL MANSLEY

NITECH GROWTH FUND
LIMITED PARTNERSHIP

VIRIDIAN GROWTH FUND
LIMITED PARTNERSHIP

CRESCENT CAPITAL II LIMITED
PARTNERSHIP

GREG HAMILL

IAN DAVID VICTOR KERR

CHRIS KINGHAN

GAVIN LOGAN

JAMES MAIRS

BRYAN KEATING

JOHN O'ROURKE

CONOR McCULLOUGH

ANDREW MOODY

DAVID JOHN MOODY

JOHN MULCAHY

SCHEDULE 5

SUBSCRIPTION APPLICATION FORM

To The Secretary,
Datactics Limited,
20-22 Bedford Row
London
WC1R 4JS

2008

Dear Sir,

DATACTICS LIMITED

We ● of ● hereby apply for ● Shares of £● each in the above company and attach a cheque for £● in payment thereof in full

We agree to take such shares subject to the Company's memorandum and new articles of association and to the terms of a supplemental investment agreement dated ● and made between (1) the persons set out in Schedule 1A thereto (2) Nitech Growth Fund Limited Partnership (3) Viridian Growth Fund Limited Partnership (4) UUTECH Limited (5) the Persons set out in Schedule 1B thereto (6) University Challenge Fund (Northern Ireland) Limited Partnership (7) the Company and (8) the persons set out in Schedule 1C thereto and request you to enter our name in the Company's register of members as the holder of such shares

Yours faithfully,

duly authorised for and on
behalf of

●

SCHEDULE 6

WARRANTIES

1. INTERPRETATION

In this Schedule where the context admits

"the Management Accounts" means the balance sheets and profit and loss accounts of the Company for the period between 1st November 2007 and 31st March 2008 in Agreed Form.

2. BUSINESS PLAN AND INFORMATION

2.1 The Business Plan has been prepared with due diligence, care and consideration and as far as the Warrantors are aware there are no circumstances which would make invalid any of the assumptions used in its preparation or any of its targets unachievable

2.2 The facts set out in the Recitals and Schedules to this Agreement and in all written information given to the Current Round Investors or their professional advisers in the course of the negotiations leading to this Agreement are so far as the Warrantors are aware at the date hereof true and accurate in all material respects and the facts set out in the 2008 Disclosure Letter are so far as the Warrantors are aware at the dates of such letters true and accurate in all material respects

3. MANAGEMENT ACCOUNTS

3.1 The Management Accounts have been carefully prepared on a basis consistent with the Company's annual accounts, fairly reflect the trading position 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 Vendors rendering profits or losses for the period covered exceptionally high or low

4. INTELLECTUAL PROPERTY

4.1 The Company owns the Intellectual Property used by the Company and its software and does not own, use, require to use or so far as the Warrantors are aware infringe any other Intellectual Property

4.2 All Intellectual Property registered in the name of the Company or used or required to be used by the Company is beneficially owned by it and except customer licence agreements entered in the ordinary

course of business is not subject to any agreements or licences affecting the same or subject to any claims from employees or others and is valid and subsisting and not subject to revocation and all requests for registration and renewal fees in respect thereof have been duly and timely paid

- 4.3 All agreements and licences for the use by the Company of any Intellectual Property not registered in its name or beneficially owned by it are disclosed in the Disclosure Letter and are valid and subsisting and the Company is not in breach of any other provisions thereof
- 4.4 So far as the Warrantors are aware no person is infringing any Intellectual Property registered in the Company's name or in which the Company has a beneficial interest
- 4.5 The Company has not entered into any agreement or arrangement for the provision or acquisition of any know how or technical information or assistance or which prohibits or restricts the disclosure of any know how or technical information

5 QUALIFIED WARRANTIES

Where any of the statements set out above in this Schedule is qualified by the expression "to the best of the knowledge, information and belief of the Warrantors" or "so far as the Warrantors are aware" or any similar expression that statement shall be deemed to include an additional statement that it has been made after enquiry of the officers and employees of the Company

SCHEDULE 7

2008 DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made the day of • by • of • (hereinafter called the "Covenantor")

SUPPLEMENTAL to a Supplemental Investment Agreement dated the • and made between (1) those persons listed in Schedule 1A thereto (2) Nitoch Growth Fund LP (3) Viridian Growth Fund LP (4) UU1ech Limited (5) the persons set out in Schedule 1B thereto (6) University Challenge Fund (Northern Ireland) Limited Partnership (7) Datactus Limited (the "Company") and (8) the persons set out in Schedule 1C thereto (the "Supplemental Investment Agreement")

WITNESSETH as follows

- 1 The Covenantor hereby confirms that he it has been supplied with a copy of the Supplemental Investment Agreement and hereby covenants with each of the other parties to the Supplemental Investment Agreement from time to time to observe perform and be bound by all the terms of the Supplemental Investment Agreement (other than Clause 5 thereof) which are capable of applying to the Covenantor and which have not been performed at the date hereof to the intent and effect that the Covenantor shall be deemed with effect from the date on which the Covenantor is registered as a member of the Company to be a party to the Investment Agreement and to be one of the Shareholders (as defined in the Supplemental Investment Agreement)
- 2 This Deed shall be governed by and construed in accordance with the laws of Northern Ireland

SIGNED and **DELIVERED** as a **DEED** the day and year first before written

SCHEDULE 8

BUSINESS PLAN

Datatics Limited
Financial Summary for Business Plan



datatics

	y/e 31st October		
	2008P	2009P	2010P
	£	£	£
Revenues			
Consultancy activities	0	0	
Product licensing support & maintenance	554,000	1,112,397	1,671,660
	554,000	1,112,397	1,671,660
Operating expenses			
Personnel costs	520,907	750,178	962,100
Facility expenses	47,023	49,160	50,175
Sales & marketing costs	216,952	123,118	302,231
General administration expenses	88,525	80,920	125,780
Provision for doubtful debts	0	0	0
Depreciation	0	13,113	26,632
Bank charges (incl. FX difference)	0	10,000	1,000
			0
			0
Revenue grants	200,000	0	0
			0
Operating (loss)/profit	(300,897)	(120,792)	120,762

Cashflow	April	May	June	July	August	September	October
	£	£	£	£	£	£	£
Revenues in kind fees	0	0	0	0	0	0	0
Other cash receipts incl							
Equity funding							
Debt funding							
Financing income							
Total cash receipts	110,482	18,418	12,000	42,000	60,000	60,000	120,000
Cash Outflows							
Personnel costs	501,247	601,178	611,115	621,111	631,111	641,111	651,111
Facility expenses	2,000	1,000	1,000	2,000	2,000	1,000	0
Sales & marketing costs	22,257	18,200	12,475	16,000	14,200	1,000	0
General administration expenses	8,175	8,175	8,175	1,000	0	8,175	0
Depreciation	0	0	0	1,000	0	0	0
Total Cash Outflow	533,679	628,353	632,765	640,111	645,311	650,286	651,111
Net Cash Movement	(423,197)	(609,935)	(520,765)	(618,111)	(605,311)	(590,286)	(531,111)
Opening Balance	6,000	112,072	62,328	87,000	61,243	20,554	11,000
Closing Balance	(417,197)	(721,963)	(1,143,533)	(1,761,611)	(2,366,922)	(2,957,208)	(3,488,319)

PROFIT & LOSS

Revenues

Advertising revenue

Net of (1) agency commission & commission, &

	April	May	June	July	August	September	October	Total
	\$	\$	\$	\$	\$	\$	\$	\$
Advertising revenue	0	0	0	0	0	0	0	0
Net of (1) agency commission & commission, &	111,173	1,054	121,174	1,124	1,124	1,124	1,124	1,124
	40,311	1,054	121,174	42,624	42,624	50,000	60,184	534,015
Operating expenses								
Personnel costs	70,144	70,144	70,144	70,144	70,144	70,144	70,144	70,144
Utilities	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Travel & marketing costs	12,557	12,557	12,557	12,557	12,557	12,557	12,557	12,557
Office supplies & other expenses	1,115	1,115	1,115	1,115	1,115	1,115	1,115	1,115
Freight & delivery costs	0	0	0	0	0	0	0	0
Depreciation	0	0	0	0	0	0	0	0
Bank charges (net) & other interest	100	100	100	100	100	100	100	100
Revenue grants	0	0	0	0	0	0	0	0
Operating loss	(11,940)	(70,090)	(70,227)	(26,180)	(1,000)	(19,000)	(10,000)	(100,000)
Interest payable	0	0	0	0	0	0	0	0
Taxation charge/credit	0	0	0	0	0	0	0	0
Loss for the financial period	(11,940)	(70,090)	(70,227)	(26,180)	(1,000)	(19,000)	(10,000)	(100,000)

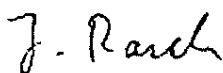
SIGNED as a DEED
by SARAH BEARDER



in the presence of

*For the Board of
NITECH FUND
SECRET*

SIGNED as a DEED
by JENS RASCH



in the presence of

*For the Board of
NITECH FUND
SECRET*

SIGNED as a DEED for and on behalf of
NITECH GROWTH FUND LIMITED
PARTNERSHIP acting by and through its
General Partner NITECH VENTURE
PARTNERS LIMITED

by

in the presence of

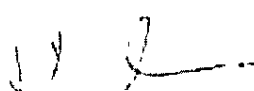
SIGNED as a DEED for and on behalf of
VIRIDIAN GROWTH FUND LIMITED
PARTNERSHIP acting by and through its
General Partner NI VENTURE
PARTNERS LIMITED

by

in the presence of

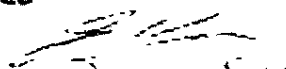
SIGNED as a DEED
by SARAH BEARDER
in the presence of

SIGNED as a DEED
by JENS RASCH
in the presence of

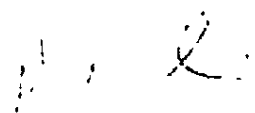


SIGNED as a DEED for and on behalf of
NITECH GROWTH FUND LIMITED
PARTNERSHIP acting by and through its
General Partner NITECH VENTURE
PARTNERS LIMITED

by Neil Simms
in the presence of,

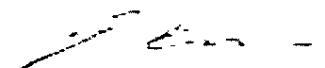


James C. Latham
Investment Manager
Nitech Venture Partners
Limited



SIGNED as a DEED for and on behalf of
VIRIDIAN GROWTH FUND LIMITED
PARTNERSHIP acting by and through its
General Partner NI VENTURE
PARTNERS LIMITED

by Neil Simms
in the presence of,



James C. Latham
Investment Manager
Viridian Venture Partners
Limited

EXECUTED as a DEED for and on
behalf of UUTECH LIMITED

Director

Director/Company Secretary

SIGNED as a DEED
by MICHAEL BLACK
in the presence of



JUNE McCCLINTON
2A SHEEPWALK ROAD
LISBURN BT28 3RD
CO. ANTRIM, N. IRELAND

EXECUTED as a DEED for and on
behalf of JERIS ASSOCIATES LIMITED

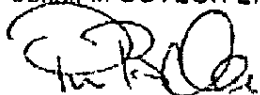
Director

Director/Company Secretary

SIGNED as a DEED
by NIGEL MANSLEY
in the presence of

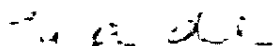
SIGNED as a DEED
by JOHN MULCAHY
in the presence of

EXECUTED as a DEED for and on
behalf of UUTECH LIMITED



Director

~~Director/Company Secretary~~ In the presence of



details as below

SIGNED as a DEED

by MICHAEL BLACK

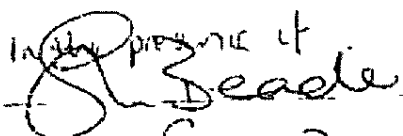
In the presence of

EXECUTED as a DEED for and on
behalf of JERIS ASSOCIATES LIMITED



Director

~~Director/Company Secretary~~

In the presence of


Name: Sarah Bearder
Occupation: CTC

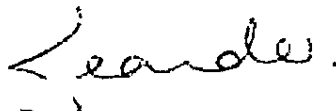
Address: 33 Cavendish
Grove, Farnham

SIGNED as a DEED

by NIGEL MANSLEY

In the presence of





details as above

SIGNED as a DEED

by JOHN MULCAHY

In the presence of

EXECUTED as a DEED for and on
behalf of UUTECH LIMITED

Director

Director/Company Secretary

SIGNED as a DEED
by MICHAEL BLACK
in the presence of

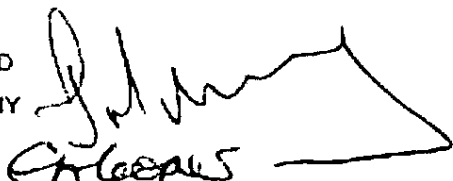
EXECUTED as a DEED for and on
behalf of JERIS ASSOCIATES LIMITED

Director

Director/Company Secretary

SIGNED as a DEED
by NIGEL MANSLEY
in the presence of

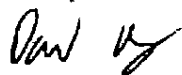
SIGNED as a DEED
by JOHN MULCAHY
in the presence of



Kate Cooper

Winkler, A&L Goodbody Northern Ireland
6th floor Wesley Tower, 42-46 Fountain Street
Belfast BT1 5EF

SIGNED as a DEED
by IAN D V KERR
in the presence of



DAVID MCCLOY
13 PINNEY LANE
BELFAST
BT9 5QS

SIGNED as a DEED
by CONOR J. McCULLOUGH
in the presence of

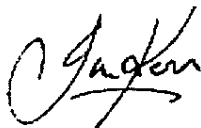


under power of attorney



DAVID MCCLOY
13 PINNEY LANE
BELFAST
BT9 5QS

SIGNED as a DEED
by GREG F HAMILL
in the presence of



under power of attorney



DAVID MCCLOY
13 PINNEY LANE
BELFAST
BT9 5QS

SIGNED as a DEED
by W. JAMES MAIRS
in the presence of

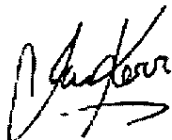


under power of attorney

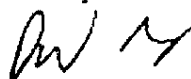


DAVID MCCLOY
13 PINNEY LANE
BELFAST
BT9 5QS

SIGNED as a DEED
by JOHN M. O'ROURKE
in the presence of



under power of attorney



DAVID MCCLOY
13 PINNEY LANE
BELFAST
BT9 5QS

SIGNED as a DEED
by GAVIN LOGAN
in the presence of



under power of attorney

Dan H

DANIEL HALL
33 PENNY LANE
SHEFFIELD
S11 5WS

SIGNED as a DEED
by CHRISTOPHER CLARK
in the presence of

SIGNED as a DEED for and on behalf of
CRESCENT CAPITAL II LIMITED
PARTNERSHIP acting by and through its
General Partner CRESCENT CAPITAL II GP LIMITED
by
in the presence of,

SIGNED as a DEED
by BRYAN KEATING
in the presence of

SIGNED as a DEED
by CHRIS KINGHAN
in the presence of

SIGNED as a DEED
by ANDREW MOODY
in the presence of

SIGNED as a DEED

by **GAVIN LOGAN**

in the presence of

SIGNED as a DEED

by **CHRISTOPHER CLARK**

in the presence of

SIGNED as a DEED for and on behalf of

CRESCENT CAPITAL II LIMITED

PARTNERSHIP acting by and through its

General Partner **CRESCENT CAPITAL II GP LIMITED**

by

in the presence of



Neil Gammie
Director
CRESCENT
GP LIMITED

Document 70112 = 284 08

SIGNED as a DEED

by **BRYAN KEATING**

in the presence of

SIGNED as a DEED

by **CHRIS KINGHAN**

in the presence of

SIGNED as a DEED

by **ANDREW MOODY**

in the presence of

SIGNED as a DEED

by **GAVIN LOGAN**

in the presence of

SIGNED as a DEED

by **CHRISTOPHER CLARK**

in the presence of:

SIGNED as a DEED for and on behalf of

CRESCENT CAPITAL II LIMITED

PARTNERSHIP acting by and through its

General Partner **CRESCENT CAPITAL II GP LIMITED**

by

in the presence of:

SIGNED as a DEED

by **BRYAN KEATING**

In the presence of:

By [Signature]
J. Welsh
30 Abbots Gdns
Newtownabbey
BT 37 9RA

SIGNED as a DEED

by **CHRIS KINGHAN**

in the presence of:

SIGNED as a DEED

by **ANDREW MOODY**

in the presence of:

SIGNED as a DEED

by **GAVIN LOGAN**

in the presence of:

SIGNED as a DEED

by **CHRISTOPHER CLARK**

In the presence of

SIGNED as a DEED for and on behalf of

CRESCENT CAPITAL II LIMITED

PARTNERSHIP acting by and through its

General Partner CRESCENT CAPITAL II GP LIMITED

by

in the presence of:

SIGNED as a DEED

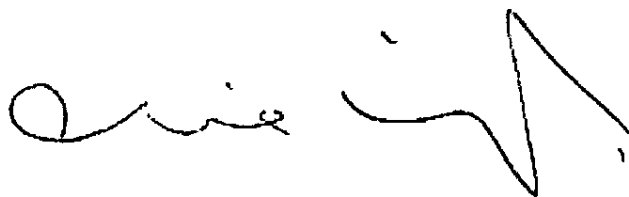
by **BRYAN KEATING**

In the presence of:

SIGNED as a DEED

by **CHRIS KINGHAN**

in the presence of:



LIAM DEHAN
11 BLACKSTOWN ROAD
CRUMLIN
CO DUBLIN BT29 4RB

SIGNED as a DEED


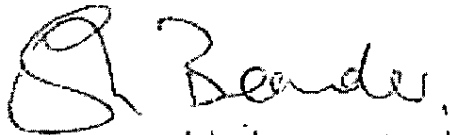
by **ANDREW MOODY**

in the presence of

SIGNED as a DEED

by DAVID JOHN MOODY

in the presence of,



details as previously stated

EXECUTED as a DEED for and on behalf of

UNIVERSITY CHALLENGE FUND

(NORTHERN IRELAND) LIMITED PARTNERSHIP

acting by and through its General Partner

UNIVERSITY CHALLENGE FUND

(NORTHERN IRELAND) LIMITED

by

in the presence of

SIGNED as a DEED for and on behalf of

INVEST NORTHERN IRELAND

By

In the presence of

EXECUTED as a DEED for and on

behalf of DATACTICS LIMITED

Director

Director/Company Secretary

SIGNED as a DEED

by **DAVID JOHN MOODY**

In the presence of:

EXECUTED as a DEED for and on behalf of

UNIVERSITY CHALLENGE FUND

(NORTHERN IRELAND) LIMITED PARTNERSHIP

acting by and through its General Partner

UNIVERSITY CHALLENGE FUND

(NORTHERN IRELAND) LIMITED

by

[Signature] 28. April 2003

in the presence of:

[Signature]
General Partner
UNIVERSITY CHALLENGE FUND
(NORTHERN IRELAND) LIMITED

SIGNED as a DEED for and on behalf of

INVEST NORTHERN IRELAND

By

In the presence of

EXECUTED as a DEED for and on

behalf of **DATACTICS LIMITED**

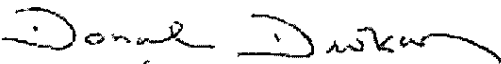
Director

Director/Company Secretary

SIGNED as a DEED
by DAVID JOHN MOODY
in the presence of

EXECUTED as a DEED for and on behalf of
UNIVERSITY CHALLENGE FUND
(NORTHERN IRELAND) LIMITED PARTNERSHIP
acting by and through its General Partner
UNIVERSITY CHALLENGE FUND
(NORTHERN IRELAND) LIMITED
by
in the presence of:

SIGNED as a DEED for and on behalf of
INVEST NORTHERN IRELAND

By 
In the presence of, Karen Hastings
INVEST NI
BEDFORD SQUARE
BEDFORD STREET
BELFAST
BT2 7ES

EXECUTED as a DEED for and on
behalf of DATACTICS LIMITED

Director

Director/Company Secretary

SIGNED as a DEED

by **DAVID JOHN MOODY**

in the presence of

EXECUTED as a DEED for and on behalf of

UNIVERSITY CHALLENGE FUND

(NORTHERN IRELAND) LIMITED PARTNERSHIP

acting by and through its General Partner

UNIVERSITY CHALLENGE FUND

(NORTHERN IRELAND) LIMITED

by

in the presence of

SIGNED as a DEED for and on behalf of

INVEST NORTHERN IRELAND

By

In the presence of

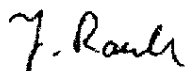
EXECUTED as a DEED for and on

behalf of **DATACTICS LIMITED**

Director

A handwritten signature in black ink, appearing to read "J. Beady", written over a circular stamp or seal.

Director/Company Secretary

A handwritten signature in black ink, appearing to read "J. Beady", written below the text "Director/Company Secretary".