

3950639

Claim No. 969 of 2015

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

THE HONOURABLE MRS JUSTICE ASPLIN

THIS 30 MARCH 2015



IN THE MATTER OF NETWORKERS INTERNATIONAL PLC

AND

IN THE MATTER OF THE COMPANIES ACT 2006

ORDER

UPON THE APPLICATION by claim form dated 4 February 2015 of the above-named Networkers International Plc ("Company") whose registered office is at Hanover Place, 8 Ravensbourne Road, Bromley, Kent, BR1 1HP and whose registered number is 03950639

AND UPON HEARING Andrew Thornton for the Company

AND UPON READING the claim form and the evidence

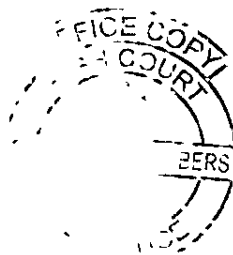
AND UPON Matchtech Group plc by Andrew Thornton, being its Counsel for this purpose, submitting to be bound by the Scheme and undertaking to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed and done by it for the purpose of giving effect to the Scheme and compliance by the Company with its undertaking given herein

THIS COURT HEREBY SANCTIONS the Scheme as set forth in the Schedule hereto



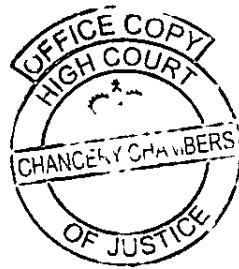
AND THIS COURT ORDERS that an office copy of this Order be delivered to the Registrar of Companies

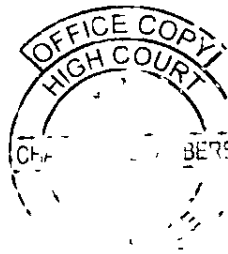
AND THIS COURT ORDERS that the further hearing of the claim in relation to the reduction of capital associated with the Scheme be adjourned to 1 April 2015



SCHEDULE

The Scheme of Arrangement referred to





PART VI

THE SCHEME OF ARRANGEMENT

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

No 969 of 2015

IN THE MATTER OF NETWORKERS INTERNATIONAL PLC

- and -

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

BETWEEN

NETWORKERS INTERNATIONAL PLC

AND

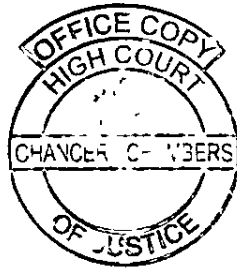
THE HOLDERS OF SCHEME SHARES

(as defined below)

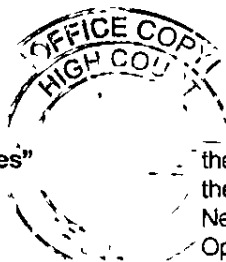
Preliminary

- (A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings

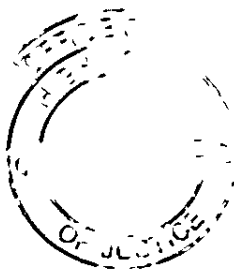
"Act" or "Companies Act"	the Companies Act 2006 (as amended)
"Articles"	the articles of association of the Company as adopted or amended from time to time
"Business Day"	any day (not being a Saturday, Sunday or public holiday) on which the banks are open for general banking business in London
"Capital Reduction"	the reduction of the Company's share capital under section 648 of the Companies Act provided for by the Scheme
"Cash Consideration"	the cash consideration due to each holder of Scheme Shares pursuant to Clause 2.1 of the Scheme
"certificated" or "in certificated form"	in relation to a Scheme Share, a share title to which is recorded in the relevant register of the Company as being held in certificated form (that is, not in CREST)
"Company" or "Networkers"	Networkers International plc, a company incorporated in England and Wales with registered number 03950639
"Conditions"	the terms and conditions to implementation of the Offer (including the Scheme) set out in Part III of this document



"Contractual Offer"	a takeover offer as defined in section 974 of the Companies Act
"Court"	the High Court of Justice in England and Wales
"Court Meeting"	the meeting of Scheme Shareholders convened pursuant to an order of the Court under section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment), and any adjournment thereof
"Court Orders"	the Scheme Court Order and the Reduction Court Order
"CREST"	the system for the paperless settlement of trades in securities and the holding of uncertificated securities in accordance with the CREST Regulations in respect of which Euroclear is the Operator (as defined in the CREST Regulations)
"Effective Date" or "Scheme Effective Date"	the date on which the Scheme becomes Effective pursuant to its terms in accordance with Clause 7 of the Scheme and references to the "effective time" means the time on such date at which the Scheme becomes effective
"Encumbrances"	all mortgages, pledges, liens, charges, options, encumbrances, equitable rights, rights of pre-emption, assignments, hypothecations or any other third party rights of any nature whatsoever
"Euroclear"	Euroclear UK & Ireland Limited, a company incorporated in England and Wales with registered number 2878738
"General Meeting"	the meeting of Networkers Shareholders to be convened for the purposes of considering and, if thought fit, approving the special resolution required to approve the Capital Reduction, amendments to the Networkers Articles and certain other matters ancillary to the Scheme and its implementation, and any adjournment thereof
"holder"	a registered holder of shares and includes a person entitled by transmission
"Matchtech"	Matchtech Group plc, a company incorporated in England and Wales with registered number 04426322
"Matchtech Group"	Matchtech and its subsidiary undertakings and associated undertakings and, where the context permits, each of them, and "member of the Matchtech Group" shall be construed accordingly
"Matchtech Shares"	ordinary shares of £0.01 each in the capital of Matchtech
"members"	members of the Company on the register of members at any relevant date
"Networkers Options"	the options granted under or pursuant to the Networkers Share Schemes,



"Networkers Share Schemes"	the Networkers International plc Share Option Scheme, the Networkers International plc EMI Scheme, the Networkers International plc 2007 Approved Share Option Scheme and the Networkers International plc 2014 Unapproved Share Option Plan
"Networkers Shareholders" or "Shareholders"	the holders of Ordinary Shares and a "Networkers Shareholder" or "Shareholder" means any one of them
"New Matchtech Shares"	the new Matchtech Shares to be issued to holders of Scheme Shareholders and credited as fully paid pursuant to Clause 2 1 of the Scheme
"New Networkers Shares"	the new Ordinary Shares to be created and allotted to Matchtech or its nominees(s) credited as fully paid in accordance with Clause 1 2 of the Scheme
"Offer"	the offer by Matchtech for the entire issued and to be issued ordinary share capital of the Company to be implemented by means of the Scheme (or if Matchtech so elects, by means of a Contractual Offer) on the terms and subject to the Conditions set out in this document and, where the context admits, any subsequent revision, variation, extension or renewal thereof
"Optionholder Letters"	the letters and enclosures to be sent to the holders of Networkers Options in connection with the Scheme,
"Ordinary Shares" or "Networkers Shares"	ordinary shares of £0.01 each in the capital of the Company
"Overseas Shareholders"	Scheme Shareholders (or nominees, or custodians or trustees of Scheme Shareholders) who are resident in, or nationals, or citizens of, jurisdictions outside of the United Kingdom or who are citizens or residents of countries other than the United Kingdom
"Reduction Court Order"	the order of the Court confirming the Capital Reduction
"Reduction Court Hearing"	the hearing by the Court to confirm the Capital Reduction
"Registrar" or "Capita Asset Services"	a trading name of Capita Registrars Limited, a company incorporated in England and Wales with registered number 2605568
"Registrar of Companies"	the Registrar of Companies of England and Wales
"Scheme"	the scheme of arrangement proposed to be made under Part 26 of the Companies Act between the Company and the Scheme Shareholders in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Matchtech and the Company
"Scheme Court Order"	the order of the Court sanctioning this Scheme pursuant to section 899 of the Act
"Scheme Document"	this document sent by the Company to Scheme Shareholders, and for information purposes only, to



participants in the Networkers Share Schemes, comprising the particulars required by Part 26 of the Companies Act, of which the Scheme forms part, and the notices convening the Court Meeting and the General Meeting

"Scheme Record Time"

6 00 p.m. on the Business Day immediately prior to the date of the Reduction Court Hearing

"Scheme Shareholders"

holders of Scheme Shares

"Scheme Shares"

the Networkers Shares

- (a) in issue at the date of this document,
- (b) (if any) issued after the date of this document but before the Voting Record Time, and
- (c) (if any) issued on or after the Voting Record Time but on or before the Scheme Record Time on terms that the holder thereof shall be bound by the Scheme or in respect of which the original or any subsequent holders thereof are, or have agreed in writing to be, bound by the Scheme and, in each case, which remain in issue at the Scheme Record Time,

in each case other than any Networkers Shares legally or beneficially owned by any member of the Matchtech Group

"subsidiary undertaking"

has the meaning give to it under the Companies Act

"uncertificated or in uncertificated form"

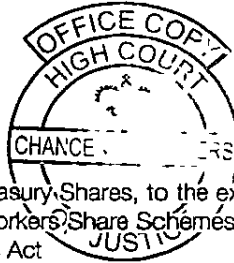
in relation to a Scheme Share recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST

"Voting Record Time"

6 00 p.m. on the day which is two days (excluding non-working days) before the date of the Court Meeting and the General Meeting or, if the Court Meeting and the General Meeting are adjourned, 6 00 p.m. on the day which is two days (excluding non-working days) before the date set for the adjourned Court Meeting and General Meeting

and references to Clauses are to Clauses of this Scheme, and references to time are to London time

- (B) At close of business on 11 February 2015 (being the latest practicable date prior to the publication of this document) the share capital (including treasury shares) of the Company was £925,029.87 divided into 92,502,987 ordinary shares of 1 pence each all of which have been issued and are credited as fully paid
- (C) Matchtech was incorporated in 2002. The issued and outstanding share capital of Matchtech at the close of business on 11 February 2015 (being the latest practicable date prior to the publication of this document) is £249,668.17 divided into 24,966,817 ordinary shares of 1 pence each, all of which are credited as fully paid
- (D) There are subsisting options to acquire up to 4,903,010 Ordinary Shares under the Networkers Share Schemes. It is anticipated that 1,930,097 of such options will be exercised prior to the Scheme Record Time. The resulting Ordinary Shares acquired by participants in the applicable share scheme will be Scheme Shares



- (E) The Company proposes to cancel any Treasury Shares, to the extent they are not applied in relation to the exercise of options under the Networkers Share Schemes prior to the Scheme Record Time, pursuant to section 729 of the Companies Act
- (F) As at the date of this document, Matchtech does not own any Ordinary Shares. Matchtech has agreed to subscribe for or acquire and become the registered holder of one Ordinary Share prior to the Scheme Record Time. Matchtech has undertaken not to transfer such Ordinary Share until after the Scheme Effective Date or, if earlier, the date on which the Scheme lapses or is withdrawn.
- (G) Matchtech has agreed to appear by Counsel at the hearing of the claim form to sanction the Scheme and to submit to be bound by, and to undertake to the Court to be bound by, the Scheme and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to the Scheme.
- (H) The provisions of the Scheme are subject to the confirmation by the Court of the Capital Reduction provided for by Clause 1.1 and accordingly may not be implemented until a copy of the order of the Court confirming the Capital Reduction provided for by Clause 1.1 has been delivered to and, if the Court so orders for the Capital Reduction to take effect, registered by the Registrar of Companies.

THE SCHEME

1. Cancellation of the Scheme Shares and Issue of New Networkers Shares

- 1.1 The share capital of the Company shall be reduced by cancelling and extinguishing all of the Scheme Shares.
- 1.2 Subject to and forthwith upon the Capital Reduction referred to in Clause 1.1 above taking effect and notwithstanding anything to the contrary in the Articles, the reserve arising in the books of account of the Company as a result of the cancellation of the Scheme Shares referred to in Clause 1.1 shall be capitalised and applied in paying up in full at par such number of New Networkers Shares as shall be equal to the aggregate number of Ordinary Shares cancelled pursuant to Clause 1.1, which shall be allotted and issued credited as fully paid and free from Encumbrances to Matchtech (and/or its nominee(s)).

2. Consideration for the cancellation of the Scheme Shares, and issue of New Networkers Shares

- 2.1 In consideration for the cancellation of the Scheme Shares pursuant to Clause 1.1 and the allotment and issue of the New Networkers Shares as provided in Clause 1.2, Matchtech shall (subject to as hereinafter provided) pay to each holder of Scheme Shares (as appearing in the register of members of the Company at the Scheme Record Time) cash on the basis set out below and Matchtech shall allot and issue to each holder of Scheme Shares (as appearing in the register of members of the Company at the Scheme Record Time), free from Encumbrances and credited as fully paid, New Matchtech Shares on the following basis:

**for every Scheme Share 34 pence in cash
and
0.063256 New Matchtech Shares**

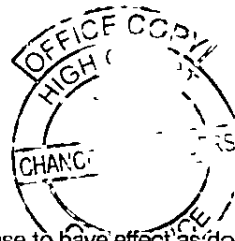
- 2.2 Fractions of New Matchtech Shares will not be allotted or issued to Networkers Shareholders pursuant to the Scheme. Fractional entitlements will be aggregated and sold in the market after the Effective Date and the net proceeds (after dealing costs) of sale will be paid in cash to the Networkers Shareholders entitled thereto as nearly as practicable in accordance with what would otherwise have been their respective fractional entitlements.
- 2.3 The New Matchtech Shares shall rank equally in all respects with all other fully paid Matchtech Shares in issue following the Scheme Effective Date and shall be entitled to all dividends and other



distributions declared, made or paid by Matchtech by reference to a record date on or after the Scheme Effective Date

3. Settlement

- 3.1 In the case of Scheme Shares which at the Scheme Record Time are held in uncertificated form (that is, in CREST)
- (a) the New Matchtech Shares to which holders of such Scheme Shares are entitled will be issued through CREST. Matchtech will procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant holder with such shareholder's entitlement to such New Matchtech Shares as soon as possible after 8.00 a.m. on the date of admission of the New Matchtech Shares,
 - (b) upon the Scheme becoming Effective, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and Euroclear shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form,
 - (c) settlement of the Cash Consideration will be effected through CREST by the creation of an assured payment obligation in favour of the appropriate CREST account through which the relevant Scheme Shareholder holds such uncertificated Scheme Shares in respect of the Cash Consideration due to him in accordance with the terms of the Scheme no later than 14 days after the Scheme Effective Date, and
 - (d) Matchtech reserves the right to issue the New Matchtech Shares to all or any Scheme Shareholder who holds Scheme Shares in uncertificated form in CREST at the Scheme Record Time in the manner referred to in sub-clause 3.2(a) below if, for any reason, it wishes to do so
- 3.2 In the case of Scheme Shares which at the Scheme Record Time are held in certificated form
- (a) the New Matchtech Shares to which holders of Scheme Shares are entitled shall be issued in certificated form. Definitive certificates or statements of ownership will be issued as soon as practicable and no later than 14 days after the Scheme Effective Date, and
 - (b) settlement of the Cash Consideration due pursuant to the Scheme will be effected by cheque posted no later than 14 days after the Scheme Effective Date
- 3.3 In the case of Scheme Shares acquired by directors or employees of the Networkers Group on the exercise of Networkers Options, New Matchtech Shares to which such Scheme Shareholders are entitled will be issued in accordance with paragraphs 3.1 or 3.2 (as appropriate) and settlement of the Cash Consideration shall be made either by cheque or directly into the relevant director or employee bank account within 14 days of the Effective Date in accordance with the Optionholder Letters
- 3.4 All deliveries of share certificates, statements of ownership or cheques required to be made pursuant to the Scheme shall be effected by sending the same by first class post in prepaid envelopes addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of the Company at the Scheme Record Time (or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in such register in respect of such joint holding at the Scheme Record Time), and none of Matchtech or the Company or their respective directors, officers, advisers or agents shall be responsible for any loss or delay in the transmission or delivery of any share certificates, statements of ownership or cheques sent in accordance with this Clause 3 which shall be sent at the risk of the persons entitled thereto
- 3.5 All cheques shall be in pounds sterling drawn on a UK clearing bank and shall be made payable to the persons respectively entitled to the moneys represented thereby (in the case of joint holders, cheques will be made payable to all joint holders, however, Matchtech reserves the right to make such cheques payable to that one of the joint holders whose name stands first in the register of members of the Company at the Scheme Record Time in respect of such joint holding) and the dispatch of any such cheque or the creation of any such assured payment obligation as is required to be made pursuant to the Scheme shall be a complete discharge by Matchtech for the monies represented thereby. Payments will not be sent via CHAPS, BACS or any other method of electronic transfer with the exception of an assured payment obligation through CREST in the case of Scheme Shares that were held in uncertificated form



4. Share certificates and cancellation of entitlements

4 1 With effect from and including the Scheme Effective Date

- 4 1 1 all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares represented thereby and every holder of Scheme Shares shall be bound at the request of the Company to deliver up the same to the Company or to any person appointed by the Company to receive the same for cancellation or to destroy the same,
- 4 1 2 Euroclear shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, and
- 4 1 3 as regards all Scheme Shares, appropriate entries shall be made in the register of members of the Company to reflect their cancellation with effect from the Scheme Effective Date

5. Overseas Shareholders

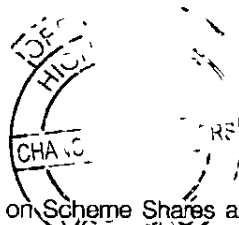
- 5 1 Without prejudice to the generality of the foregoing, if, in respect of any holders of Scheme Shares with a registered address in a jurisdiction outside the United Kingdom, or whom Matchtech and the Company reasonably believe to be a citizen, national or resident of a jurisdiction outside the United Kingdom, Matchtech or the Company is advised that the allotment and/or issue of New Matchtech Shares pursuant to Clause 3 would or may infringe the laws of such jurisdiction or would or may require Matchtech or the Company to comply with any governmental or other consent or any registration, filing or other formality with which Matchtech and the Company, in their opinion, is unable to comply or ensure compliance with which Matchtech and the Company regards as unduly onerous, then Matchtech may, in its sole direction, either

- 5 1 1 determine that such New Matchtech Shares shall be sold, in which event the New Matchtech Shares shall be issued to such Scheme Shareholder and Matchtech shall appoint a person to act pursuant to this Clause 5 1 1 and such person shall be authorised on behalf of such Scheme Shareholder to procure that any New Matchtech Shares in respect of which Matchtech have made such determination shall, as soon as practicable following the Scheme Effective Date, be sold, or

- 5 1 2 determine that such New Matchtech Shares shall not be allotted and/or issued to such Scheme Shareholder but shall instead be allotted and issued to a nominee for such Scheme Shareholder appointed by Matchtech, as trustee for such holder, on terms that the nominee shall, as soon as practicable following the Scheme Effective Date, sell the New Matchtech Shares so issued

- 5 2 Any sale under Clause 5 1 shall be carried out as soon as reasonably practicable following the Effective Date at the best price which can reasonably be obtained at the time of sale and the net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any value added or other tax or duty payable on the proceeds of sale) shall within seven days after such sale be paid to such Scheme Shareholder by sending a cheque or creating an assured payment obligation in accordance with the provisions of Clause 3

- 5 3 To give effect to any sale under Clause 5 1, the person appointed by Matchtech in accordance with Clause 5 1 1 shall be authorised as attorney on behalf of the Scheme Shareholder concerned, and the nominee appointed by Matchtech in accordance with Clause 5 1 2 shall be authorised, to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer and to give such instructions and to do all other things which he may consider necessary or expedient in connection with such sale. In the absence of bad faith or wilful default, none of Matchtech and the Company or their respective directors, officers, advisers or agents or the person or nominee so appointed shall have any liability for any loss or damage arising as a result of the timing or terms of such sale



6. Dividend mandates and communications

All mandates relating to the payment of dividends on Scheme Shares and all instructions (or deemed instructions) given (or deemed given) to the Company or the Registrar in relation to notices and other communications which are in force on the Scheme Effective Date shall, unless and until revoked or amended, be deemed as from the Scheme Effective Date to be valid and effective mandates or instructions to Matchtech in relation to the corresponding New Matchtech Shares allotted and issued pursuant to the Scheme, save for any consent to receive communication by means of a website which shall terminate on the Scheme Effective Date

7. Effective Date

- 7 1 This Scheme shall become effective in accordance with its terms as soon as copies of the Court Orders and the related statement of capital approved by the Court shall have been delivered to the Registrar of Companies and, if the Court so orders, the Reduction Court Order and the related statement of capital have been registered by the Registrar of Companies
- 7 2 Unless this Scheme shall have become effective in accordance with its terms on or before 30 June 2015, or such later date, if any, as Matchtech and the Company may, with the consent of the panel, agree and the Court may allow, the Scheme shall never become effective

8. Modification

The Company and Matchtech may jointly consent on behalf of all persons concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose

9. Governing law

This Scheme and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Scheme

Dated 12 February 2015