

Hat Trick Software Limited
COMPANY NUMBER 05278856

Written Resolution

11th September, 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2016 the directors of the Company propose that the following resolution is passed as a Written Resolution:

SPECIAL RESOLUTION

THAT the Articles of Association of the Company be amended by adopting the following provision in addition to, and forming part of the existing Articles of Association:

“29A. Notice of intended forfeiture

A notice of intended forfeiture:

- (a) may be sent in respect of any shares in respect of which the terms of issue were not satisfied;
- (b) must be sent to the holder of the shares (or all the joint holders of such shares) or to a transmittee of that holder;
- (c) must require compliance with the terms of issue insofar as this is relevant and/or payment of all amounts due including any accrued by a date which is not less than 14 clear calendar days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- (d) must state how the payment is to be made; and
- (e) must state that if the notice is not complied with, the shares will be liable to be forfeited.

29B. Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which compliance and/or payment is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture

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is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

29C. Effect of forfeiture

29C.1 Subject to the Articles, the forfeiture of a share extinguishes:

- (a) all interests in that share, and all claims and demands against the company in respect of it; and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.

29C.2 Any share which is forfeited in accordance with the Articles:

- (a) is deemed to have been forfeited when the directors decide that it is forfeited;
- (b) is deemed to be the property of the company; and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

29C.3 If a person's shares have been forfeited:

- (a) the company must send that person notice that forfeiture has occurred and record it in the register of shareholders;
- (b) that person ceases to be a shareholder in respect of those shares;
- (c) that person must surrender the certificate for the shares forfeited to the company for cancellation;
- (d) that person remains liable to the company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

29C.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on compliance of terms of issue and/or payment of all amounts due, including interests and on such other terms as they think fit.

29D. Procedure following forfeiture



29D.1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

29D.2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

29D.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.

29E. Surrender of shares

29E.1 A shareholder may surrender any share:

- (a) in respect of which the directors may issue a notice of intended forfeiture;
- (b) which the directors may forfeit; or
- (c) which has been forfeited.

29E.2 The directors may accept the surrender of any such share.

29E.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

29E.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited."

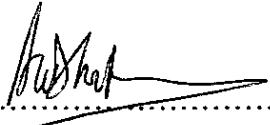
AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Written Resolution.



The undersigned, a person entitled to vote on the above resolutions hereby irrevocably agrees to the Written Resolution:

Signed by


.....

Name of Shareholder:

A. W. D. Wilkinson

Date

28-08-2017
.....

Draft (9.8.2017), document 1

The undersigned, a person entitled to vote on the above resolutions hereby irrevocably agrees to the Written Resolution:

Signed by

A handwritten signature in black ink, appearing to be 'PAULL', written over a horizontal dotted line. The signature is stylized with a vertical stroke on the left and a horizontal stroke on the right.

Name of Shareholder:

PAULL.

Date

29/8/2017.

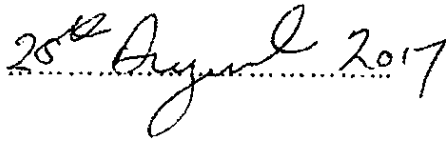
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Signed by

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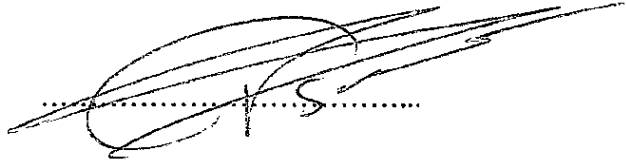
Name of Shareholder:

Date

.....

The undersigned, a person entitled to vote on the above resolutions hereby irrevocably agrees to the Written Resolution:

Signed by

A handwritten signature in black ink, appearing to be 'Said Tabet', written over a dotted line.

Name of Shareholder: SAID TABET

Date

.....8/30/2017.....