

**Written resolutions of the Members of  
WANTFEED LIMITED  
09614450  
(the "Company")**

**Date:** 30 July 2016

In accordance with the Companies Act 2006 which is incorporated in the Company's articles of association, the directors of the Company (the "**Directors**") propose that the following **Resolutions** are passed as special resolutions

- 1 **Subdivision.** That the Company shall sub-divide its current 10,000 shares with a nominal value of £0 01 each into 50,000 of £0 002 each
- 2 **New Articles of Association.** That the Articles of Association of the Company be modified by the implementation of the new attached Articles of Association
- 3 **Dis-application of pre-emption rights** That, in accordance with section 570 of the Companies Act 2006, the Directors be generally empowered to allot equity securities (as defined by section 560 of the Companies Act 2006) pursuant to the authority conferred by the Articles of Association of the Company as adopted by the resolution above, as if section 561 of the Companies Act 2006 did not apply to any such allotment provided that this power (i) shall be limited to a maximum nominal amount of £108 066, and (ii) shall expire 6 months from the date this resolution is passed (unless renewed, varied or revoked by the Company prior to or on that date)

Please read the notes below before signifying your agreement to these resolutions

SIGNED BY

DocuSigned by  
*Richard Phillips*  
5CD44523A86C4F8

Richard Phillips

FRIDAY



\*A5FMJ43E\*  
A24 16/09/2016 #200  
COMPANIES HOUSE

SIGNED BY

DocuSigned by  
*Stefan Michalak*  
57F4228E12A04E3

Stefan Michalak

SHAREHOLDER RESOLUTION

**NOTES:**

- 1 You can choose to agree to all of the resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by electronically signing and dating this document where indicated above and returning it to the Company via the DocuSign electronic signing platform to be found at [www.docusign.com](http://www.docusign.com)
- 2 If you do not agree to the Resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 4 Unless, within 28 days of the circulation date of this Resolution (above), sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or on this date.
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

[IP ASSIGNMENT AGREEMENT]

# IP ASSIGNMENT AGREEMENT

BETWEEN

**RICHARD PHILLIPS**

**WANTFEED LIMITED**

**SEEDRS LIMITED**

(as nominee for certain beneficial owners)

DATED 30 July 2016

[IP ASSIGNMENT AGREEMENT]

THIS AGREEMENT (the "**Agreement**") is made between

- (1) RICHARD PHILLIPS (the "**Assignor**") of The Willows, West End, Farndon, Newark, NG24 3SG,
- (2) WANTFEED LIMITED (the "**Assignee**"), a company incorporated in England and Wales under No 09614450 whose registered office is at 114 Trinity Rise, Brixton, London, SW2 2QT, and
- (3) SEEDRS LIMITED (the "**Nominee**"), a limited company incorporated in England and Wales under No 06848016 whose registered office is at 201 Borough High Street, London, SE1 1JA, United Kingdom, as nominee of the beneficial owners set forth on the Seedrs Platform (the "**Beneficial Owners**")

WHEREAS

- A The Assignor has, or may have, made or created, or contributed to the making or creation of, Intellectual Property, and may in future make or create, or contribute to the making or creation of, Intellectual Property
- B The Assignor wishes to assign certain Rights relating to that Intellectual Property to the Assignee on the terms of this Assignment

NOW, THEREFORE, IT IS AGREED as follows

1 **Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires

**"Assigned Rights"**

means all Rights owned by the Assignor that subsist in or are capable of protecting the Intellectual Property,

**"Intellectual Property"**

means all inventions, copyright works, designs, software, know how, databases, confidential information, trade marks or names and other things in which Rights may subsist (i) that have been made or created by the Assignor, (ii) to the creation or making of which the Assignor has contributed, or (iii) which may be made or created by the Assignor, or to

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the making or creation of which the Assignor may contribute, between the date of this Assignment and 12 months following such date, in each case which are or may be of benefit to the business or future business of the Assignee, and

**"Rights"**

means patents, utility models, rights in inventions, copyright and neighbouring and related rights, trade marks and service marks, rights in goodwill and the right to sue for passing off or unfair competition, design rights, database rights, semiconductor topography rights, plant variety rights, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted such rights, and all renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

**2 Assignment**

In consideration of the sum of £1 (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee absolutely with full title guarantee all right, title and interest in and to the Assigned Rights, including (a) the absolute entitlement to any registrations granted pursuant to any of the applications for patents, utility models, registered designs, registered trade marks or other registered rights comprised in the Assigned Rights, and (b) the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment. To the extent that future Assigned Rights can be assigned by the foregoing assignment they are so assigned. To the extent that they cannot be so assigned, the Assignor agrees to assign them to the Assignee on their coming into existence.

**3 Moral Rights**

The Assignor waives absolutely and irrevocably any moral rights he may have in relation to any of the Intellectual Property arising under the Copyright, Designs and Patents Act 1988 or any broadly equivalent laws of any country other than the United Kingdom, to the fullest extent

[IP ASSIGNMENT AGREEMENT]

permitted by law

**4 Indemnity**

The Assignor hereby indemnifies the Nominee for the full amount of any damages suffered by the Nominee as a result of any claim over the Intellectual Property by any party

**5 Further Assurance**

The Assignor shall, at his own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment

**6 Applicable Law and Jurisdiction**

6.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales

6.2 The Parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales

**7 Counterparts**

This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until all Parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

[IP ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written signed by

<div>DocuSigned by: <i>Richard Phillips</i> 5CD44523A88C4F8..</div> <div></div>	<div>ASSIGNOR</div>
<div>DocuSigned by: <i>Richard Phillips</i> 5CD44523A88C4F8</div> <div></div>	<div>WANTFEED LIMITED</div> <div>by Richard Phillips</div>
<div>DocuSigned by: <i>Thomas Davies</i> A3CFC133AF3F4BB</div> <div></div>	<div>SEEDRS LIMITED</div> <div>by Thomas Davies</div>

[IP ASSIGNMENT AGREEMENT]

# IP ASSIGNMENT AGREEMENT

BETWEEN

**STEFAN MICHALAK**

**WANTFEED LIMITED**

**SEEDRS LIMITED**

(as nominee for certain beneficial owners)

DATED 30 July 2016

IP ASSIGNMENT AGREEMENT



[IP ASSIGNMENT AGREEMENT]

THIS AGREEMENT (the "**Agreement**") is made between

- (1) STEFAN MICHALAK (the "**Assignor**") of 86b Larkhall Lane, Clapham, London, UK SW4 6SP,
- (2) WANTFEED LIMITED (the "**Assignee**"), a company incorporated in England and Wales under No 09614450 whose registered office is at 114 Trinity Rise, Brixton, London, SW2 2QT, and
- (3) SEEDRS LIMITED (the "**Nominee**"), a limited company incorporated in England and Wales under No 06848016 whose registered office is at 201 Borough High Street, London, SE1 1JA, United Kingdom, as nominee of the beneficial owners set forth on the Seedrs Platform (the "**Beneficial Owners**")

WHEREAS

- A The Assignor has, or may have, made or created, or contributed to the making or creation of, Intellectual Property, and may in future make or create, or contribute to the making or creation of, Intellectual Property
- B The Assignor wishes to assign certain Rights relating to that Intellectual Property to the Assignee on the terms of this Assignment

NOW, THEREFORE, IT IS AGREED as follows

1 **Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires

**"Assigned Rights"**

means all Rights owned by the Assignor that subsist in or are capable of protecting the Intellectual Property,

**"Intellectual Property"**

means all inventions, copyright works, designs, software, know how, databases, confidential information, trade marks or names and other things in which Rights may subsist (i) that have been made or created by the Assignor, (ii) to the creation or making of which the Assignor has contributed, or (iii) which may be made or created by the Assignor, or to the making or creation of which the Assignor may

[IP ASSIGNMENT AGREEMENT]

contribute, between the date of this Assignment and 12 months following such date, in each case which are or may be of benefit to the business or future business of the Assignee, and

**“Rights”**

means patents, utility models, rights in inventions, copyright and neighbouring and related rights, trade marks and service marks, rights in goodwill and the right to sue for passing off or unfair competition, design rights, database rights, semiconductor topography rights, plant variety rights, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted such rights, and all renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

**2 Assignment**

In consideration of the sum of £1 (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee absolutely with full title guarantee all right, title and interest in and to the Assigned Rights, including (a) the absolute entitlement to any registrations granted pursuant to any of the applications for patents, utility models, registered designs, registered trade marks or other registered rights comprised in the Assigned Rights, and (b) the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment. To the extent that future Assigned Rights can be assigned by the foregoing assignment they are so assigned. To the extent that they cannot be so assigned, the Assignor agrees to assign them to the Assignee on their coming into existence.

**3 Moral Rights**

The Assignor waives absolutely and irrevocably any moral rights he may have in relation to any of the Intellectual Property arising under the Copyright, Designs and Patents Act 1988 or any broadly equivalent laws of any country other than the United Kingdom, to the fullest extent permitted by law.

[IP ASSIGNMENT AGREEMENT]

**4 Indemnity**

The Assignor hereby indemnifies the Nominee for the full amount of any damages suffered by the Nominee as a result of any claim over the Intellectual Property by any party

**5 Further Assurance**

The Assignor shall, at his own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment

**6 Applicable Law and Jurisdiction**

6 1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales

6 2 The Parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales

**7 Counterparts**

This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until all Parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement

[IP ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written signed by

<div>DocuSigned by <i>Stefan Michalak</i> 57F4229E12A04E3</div>	<b>ASSIGNOR</b>
<div>DocuSigned by <i>Richard Phillips</i> 5CD44523A88C4F8</div>	<b>WANTFEED LIMITED</b> by Richard Phillips
<div>DocuSigned by <i>Thomas Davies</i> A3CFC133AF3F48B</div>	<b>SEEDRS LIMITED</b> by Thomas Davies