

Company Number: 09864205

THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY SHARES

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WRITTEN RESOLUTIONS

OF

CLEO AI LTD.

(the "Company")

12 March 2020 (the "Circulation Date")

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the following resolutions (each a "Resolution" and, together, the "Resolutions") be passed, in the case of Resolutions 1, 2 and 3 as ordinary resolutions and, in the case of Resolutions 4, 5 and 6 as special resolutions.

ORDINARY RESOLUTIONS

1. **THAT**, the directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise all the powers of the Company to allot shares in the Company and/or to grant rights to subscribe for or to convert any security into shares in the capital of the Company up to a maximum aggregate nominal amount of £93.17770, provided that:
  - (a) unless revoked, varied or extended by the Company, the authority granted under this Resolution shall expire five years after the passing of this Resolution; and
  - (b) the Company may, before such expiry under paragraph (a) above of this Resolution, make an offer or agreement which would require shares to be allotted or rights to subscribe for or convert securities into shares to be granted after such expiry and the directors may allot such shares or grant such rights (as the case may be) in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired.

This authority and the authority set out in Resolution 2 together are in substitution of all subsisting authorities, without prejudice to any allotment of shares or grant of rights already made, offered or agreed to be made under such authorities.

2. **THAT**, the directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise all the powers of the Company to allot Equity Securities (as defined in section 560 of the Act) in the capital of the Company up to a maximum aggregate nominal amount of £52.44853, provided that:
  - (a) unless revoked, varied or extended by the Company, the authority granted under this Resolution shall expire five years after the passing of this Resolution; and

- (b) the Company may, before such expiry under paragraph (a) above of this Resolution, make an offer or agreement which would require Equity Securities to be allotted or Equity Securities to be granted after such expiry and the directors may allot such Equity Securities or grant such Equity Securities (as the case may be) in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired.

This authority and the authority in Resolution 1 together are in substitution of all subsisting authorities, without prejudice to any allotment of shares or grant of rights already made, offered or agreed to be made under such authorities.

- 3. **THAT**, subject to the passing of Resolution 4 and subject to and with immediate effect from completion of the proposed transfer of an aggregate 98,991 ordinary shares of £0.00001 each in the capital of the Company from Barnaby Hussey-Yeo to EQT Ventures II Investments S.à r.l. (the “**Sale Shares**”), the Sale Shares be re-designated as an aggregate 98,991 B2 preferred shares of £0.00001 each in the capital of the Company, carrying the rights and subject to the restrictions set out in the New Articles (as defined below).

### **SPECIAL RESOLUTIONS**

- 4. **THAT**, the articles in the form attached to these Resolutions be adopted as the new articles of association of the Company in substitution for and to the exclusion of all existing articles of association of the Company (the “**New Articles**”).
- 5. **THAT**, subject to the passing of Resolution 1, any and all pre-emption rights to which the shareholders of the Company may be entitled, howsoever arising (including but not limited to under the Company’s articles of association from time to time or the Act) in respect of the allotment and issue of shares and/or grant of rights to subscribe for or convert any security into shares made by the directors pursuant to the authority conferred upon them by Resolution 1 above be and hereby are waived or otherwise disapplied.
- 6. **THAT**, subject to the passing of Resolution 2, any and all pre-emption rights to which the shareholders of the Company may be entitled, howsoever arising (including but not limited to under the Company’s articles of association from time to time or the Act) in respect of the allotment and issue of Equity Securities made by the directors pursuant to the authority conferred upon them by Resolution 2 above be and hereby are waived or otherwise disapplied.

Please read the notes overleaf before signifying your agreement to the Resolutions.

These Resolutions may be executed in one or more counterparts, each of which were executed shall be an original, but all counterparts together shall constitute one of the same instrument.

We, the undersigned, being members of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably consent and agree to the Resolutions.

Signed by: **BARNABY HUSSEY-YEO**

*Barney Hussey-Yeo*

Dated: 12 March 2020

Signed by: **ALEKSANDRA WOZNIAK**

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of  
**ENTREPRENEUR FIRST  
INVESTMENT MANAGER LLP**

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of  
**ENTREPRENEUR FIRST NEXT  
STAGE L.P.**

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of  
**REVOLUTIONARY (AD)VENTURES  
NO. 17 LTD**

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of  
**REVOLUTIONARY (AD)VENTURES  
NO. 25 LTD**

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of  
**REVOLUTIONARY (AD)VENTURES  
NO. 33 LTD**

Dated: \_\_\_\_\_

Signed by: **BARNABY HUSSEY-YEO**

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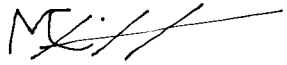
Dated: \_\_\_\_\_

Signed by: **ALEKSANDRA WOZNAK**

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Dated: \_\_\_\_\_

Signed by:                     Matt Clifford                      
For and on behalf of  
**ENTREPRENEUR FIRST  
INVESTMENT MANAGER LLP**

  
\_\_\_\_\_

Dated:                     12 March 2020                    

Signed by:                     Matt Clifford                      
For and on behalf of  
**ENTREPRENEUR FIRST NEXT  
STAGE L.P.**

  
\_\_\_\_\_

Dated:                     12 March 2020                    

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Dated: \_\_\_\_\_

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Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

For and on behalf of  
**ENTREPRENEUR FIRST  
INVESTMENT MANAGER LLP**

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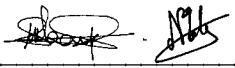
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Signed by: \_\_\_\_\_

For and on behalf of  
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For and on behalf of  
**REVOLUTIONARY (AD)VENTURES  
NO. 33 LTD**

\_\_\_\_\_

Dated: 12 March 2020

Signed by: \_\_\_\_\_  
For and on behalf of  
**HAMBLE INVESTMENT  
HOLDINGS LTD**

Dated: \_\_\_\_\_

Signed by: **SIRAJ KHALIQ**

Dated: \_\_\_\_\_

Signed by: **ALEX CHESTERMAN**

Dated: 12 March 2020  
\_\_\_\_\_



Signed by: **SIMON FRANKS**

Dated: \_\_\_\_\_

Signed by: **ALAN MORGAN**

Dated: \_\_\_\_\_

Signed by: **JASON GOODMAN**

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_  
For and on behalf of  
**MAINSRING NOMINEES (2)  
LIMITED**

Dated: \_\_\_\_\_

Signed by: **WENDY TAN WHITE**

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_  
For and on behalf of  
**HAMBLE INVESTMENT  
HOLDINGS LTD**

Dated: \_\_\_\_\_

Signed by: **SIRAJ KHALIQ** \_\_\_\_\_

Dated: \_\_\_\_\_

Signed by: **ALEX CHESTERMAN** \_\_\_\_\_

Dated: \_\_\_\_\_

Signed by: **SIMON FRANKS** \_\_\_\_\_

Dated: \_\_\_\_\_

Signed by: **ALAN MORGAN** *Alan Morgan* \_\_\_\_\_

Dated: 12 March 2020 \_\_\_\_\_

Signed by: **JASON GOODMAN** \_\_\_\_\_

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_  
For and on behalf of  
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LIMITED**

Dated: \_\_\_\_\_

Signed by: **WENDY TAN WHITE** \_\_\_\_\_

Dated: \_\_\_\_\_

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For and on behalf of  
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HOLDINGS LTD**

Dated: \_\_\_\_\_

Signed by: **SIRAJ KHALIQ** \_\_\_\_\_

Dated: \_\_\_\_\_

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Signed by: **SIMON FRANKS** \_\_\_\_\_

Dated: \_\_\_\_\_

Signed by: **ALAN MORGAN** \_\_\_\_\_

Dated: \_\_\_\_\_

Signed by: **JASON GOODMAN** \_\_\_\_\_

Dated: 12 March 2020  
\_\_\_\_\_

*Jason Goodman*

Signed by: \_\_\_\_\_  
For and on behalf of  
**MAINSRING NOMINEES (2)  
LIMITED**

Dated: \_\_\_\_\_

Signed by: **WENDY TAN WHITE** \_\_\_\_\_

Dated: \_\_\_\_\_



Signed by: **JOE WHITE**

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Dated: 

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Signed by: Sarita Steyn  
For and on behalf of  
**LOCALGLOBE VIII, L.P.**

*Sarita Steyn*

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Dated: 12 March 2020

Signed by: 

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For and on behalf of  
**OÜ NOTORIUS**

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Dated: 

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Signed by: 

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For and on behalf of  
**BALDERTON CAPITAL VI, S.L.P.**

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Dated: 

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Signed by: **IAN HOGARTH**

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Dated: 

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Signed by: **JOE WHITE**

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Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

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For and on behalf of  
**LOCALGLOBE VIII, L.P.**

Dated: \_\_\_\_\_

Signed by: Vallo Paal

*Vallo Paal*  
\_\_\_\_\_

For and on behalf of  
**OÜ NOTORIUS**

Dated: 12 March 2020  
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Signed by: \_\_\_\_\_

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For and on behalf of  
**BALDERTON CAPITAL VI, S.L.P.**

Dated: \_\_\_\_\_

Signed by: **IAN HOGARTH**

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Dated: \_\_\_\_\_

Signed by: **JOE WHITE**

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Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

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For and on behalf of  
**LOCALGLOBE VIII, L.P.**

Dated: \_\_\_\_\_

Signed by: Martin Tälli

*Martin Tälli*

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For and on behalf of  
**OÜ NOTORIUS**

Dated: 12 March 2020

Signed by: \_\_\_\_\_

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For and on behalf of  
**BALDERTON CAPITAL VI, S.L.P.**

Dated: \_\_\_\_\_

Signed by: **IAN HOGARTH**

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Dated: \_\_\_\_\_

Signed by: **JOE WHITE**

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Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

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Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

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For and on behalf of  
**OÜ NOTORIUS**

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

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Donatien-Xavier Martin  
Manager

For and on behalf of  
**BALDERTON CAPITAL VI, S.L.P.**

Dated: 12 March 2020  
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Signed by: **IAN HOGARTH**

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Dated: \_\_\_\_\_

Signed by: **JOE WHITE**

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Dated: 

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Signed by: 

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Dated: 

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Signed by: 

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