

Company number 10850644

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

THELOGICALLY LTD

(the "Company")

Circulation Date10 October... 2022

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company propose that resolution 1 below is passed as an ordinary (the "**Resolution**").

ORDINARY RESOLUTION

- 1 **THAT**, in substitution for any previous authority, the Directors be and they are hereby generally and unconditionally authorised for the purposes of section 551 of the Act to allot relevant securities or to grant rights to subscribe for relevant securities in the Company with a nominal value of up to £10,700 pursuant to an option agreement (**Option Agreement**) proposed to be entered into between Sir Hossein Yassaie and the Company granting Sir Hossein the option to acquire up to 10,700 ordinary shares of £1 each in the Company pursuant and subject to the terms of that Option Agreement; provided that this authority shall expire (unless previously revoked, varied or renewed) on the fifth anniversary of this resolution.

SPECIAL RESOLUTIONS

- 2 **THAT**, subject to the passing of resolution 1, in accordance with section 570 of the Act, the Directors be generally empowered to allot equity securities (as defined in section 560 of the Act), pursuant to the authority conferred by resolution 1, as if section 561(1) of the Act did not apply to any such allotment, provided that this power shall be limited to the allotment of equity securities with a nominal value of up to £10,700.
- 3 **THAT** the articles of association of the Company be amended as follows:
 - 3.1 by deleting the existing definition of "Bad Leaver" in Article 2 and inserting a new definition of "Bad Leaver" as follows:

"Bad Leaver" means in the case of (a) any Employee not being Lyric or Sir Hossein Yassaie, ceases to be an Employee in any circumstance where that Employee would not be a Good Leaver; or (b) Lyric and/or Sir Hossein Yassaie if either of them:

- a) ceases to be an Employee as a consequence of the lawful termination of his contract of employment, consultancy or non-executive letter of appointment (as the case may be) as a consequence of his gross misconduct or serious or repeated breach of his contract of employment, consultancy or non-executive letter of appointment and which would

entitle the relevant Group Company at the time it became aware of such events to dismiss him summarily or terminate his contract of services immediately or non-executive letter of appointment immediately; and/or

- b) while an Employee, or thereafter, commits a material breach of the restrictive covenants and/or confidentiality undertakings in either his employment, consultancy agreement or non-executive letter of appointment with the relevant Group Company and/or the Subscription and Shareholders' Agreement; and/or
- c) commits an act prior to the Termination Date that constitutes gross misconduct or a serious or repeated breach of his employment or consultancy agreement or non-executive letter of appointment and which gives a right to the relevant Group Company to dismiss him summarily or terminate his contract of services or non-executive letter of appointment immediately prior to the Termination Date and the Company has notified Lyric in writing within six months of the Effective Termination Date that such act constitutes him being deemed a Bad Leaver, notwithstanding that Lyric or Sir Hossein Yassaie (as the case may be) may cease to be an Employee as a consequence of another event;

- 3.2 by deleting the existing definition of "Employee" in Article 2 and inserting a new definition of "Employee" as follows:

"Employee" means an individual who is employed by or who has been engaged by a Group Company to provide consultancy services to the Company or any member of the Group or has entered into a non-executive letter of appointment including, without limitation, Lyric on the Date of Adoption and Sir Hossein Yassaie whilst providing services under a non-executive letter of appointment.

- 3.3 by deleting the existing definition of "Good Leaver" in Article 2 and inserting a new definition of "Good Leaver" as follows:

"Good Leaver" means,

(a) in the case of Lyric, ceasing to be an Employee for any reason or in any circumstances where not a Bad Leaver or an Early Leaver (and not subsequently designated a Bad Leaver in accordance with limb (b) of the definition of Bad Leaver after ceasing to be an Employee), or is otherwise designated by the Board (with Investor Majority Consent) to be a Good Leaver; or

(b) in the case of any other Employee, a person who ceases to be an Employee who is either:

- a) suffering from a physical or mental deterioration which is sufficiently serious to prevent him from following his normal employment or which seriously prejudices his earning capacity; or
- b) dismissed where such dismissal is found by a tribunal or court to have been unfair (other than for procedural reasons) and there is no right of appeal or is no longer a right of appeal from such tribunal or court; or

- c) dismissed where such dismissal is made by the Company in the form of redundancy; or
- d) dies; or

(c) in the case of Sir Hossein Yassaie, ceasing to be an Employee for any reason or in any circumstances where not a Bad Leaver (and not subsequently designated a Bad Leaver in accordance with limb (b) of the definition of Bad Leaver after ceasing to be an Employee), or is otherwise designated by the Board (with Investor Majority Consent) to be a Good Leaver;

- 3.4 By inserting the following new definition immediately before the definition of "Starting Price" in Article 2:

"Sir Hossein Yassaie" means Sir Hossein Yassaie Heatherwood, Nightingales Lane, Chalfont St Giles, Bucks, HP8 4RS;

- 3.5 By amending Article 19 as follows:


- (a) Article 19.1 shall be amended so that the reference to "(not being Lyric)" in the second line of that Article shall be amended to read "(not being Lyric and/or Sir Hossein Yassaie)";
- (b) Article 19.5 shall be amended so that:
 - (i) the heading of that Article shall be changed to "*Lyric and Sir Hossein Yassaie Bad Leaver*"; and
 - (ii) wherever the word Lyric appears in Article 19.5, the words "and/or Sir Hossein Yassaie" shall be inserted immediately thereafter;
- (c) Article 19.9 shall be amended so that:
 - (i) the heading of that Article shall be changed to "*Lyric and Sir Hossein Yassaie Good Leaver*"; and
 - (ii) wherever the word Lyric appears in Article 19.9, the words "and/or Sir Hossein Yassaie (as the case may be)" shall be inserted immediately thereafter;
- (d) Article 19.10(b) shall be deleted in its entirety and the following shall be inserted in its place as Article 19.10(b):

"(b) all Employee Shares held by Lyric or by any Permitted Transferee of Lyric ("**Lyric Member**") and all Employee Shares held by Sir Hossein Yassaie or by any Permitted Transferee of Sir Hossein Yassaie ("**Hossein Member**") in circumstances ("**Disenfranchised Circumstances**") where Lyric or Sir Hossein Yassaie (as the case may be) is a Bad Leaver or, in the case of Lyric only, is Offside,"

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions. The undersigned, persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions:

Signed:

DocuSigned by:

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Name of Shareholder:

Lyric Jain

Dated:

10 October 2022

Signed:

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Name of Shareholder:

Enterprise Ventures (General Partner NPIF YHTV Equity) Limited as general partner of NPIF YHTV Equity LP

Dated:

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Signed:

DocuSigned by:

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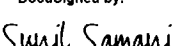
Name of Shareholder:

Eliza Tinsley (UK) Limited

Dated:

10 October 2022

Signed:

DocuSigned by:

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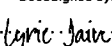
Name of Shareholder:

XTX Investments UK Limited

Dated:

10 October 2022

Signed:

DocuSigned by:

6B597850B6DD461

Name of Shareholder:

RTL Investments Limited

Dated:

10 October 2022

Name of Shareholder:

Amazon.com NV Investment Holdings LLC

Dated:

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Signed:

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AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions. The undersigned, persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions:

Signed:

Name of Shareholder: Lyric Jain

Dated:

Signed:

Name of Shareholder: Enterprise Ventures (General Partner NPIF YHTV Equity) Limited as general partner of NPIF YHTV Equity LP

Dated:

Signed:

DocuSigned by:

Will Clark

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Enterprise Ventures (General Partner NPIF YHTV Equity) Limited as general partner of NPIF YHTV Equity LP

Name of Shareholder:

~~Eliza Tinsley (UK) Limited~~

Dated: 10 October 2022

Signed:

Name of Shareholder: XTX Investments UK Limited

Dated:

Signed:

Name of Shareholder: RTL Investments Limited

Dated:

Name of Shareholder: Amazon.com NV Investment Holdings LLC

Dated:

Signed:

Name of Shareholder:


Dated:

Signed:

VIP IV Bonsai LP acting by its general
partner VIP IV Bonsai GP Limited

10 October 2022

DocuSigned by:



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NOTES

- 1 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** delivering the signed copy to CWB/THE.116-9 at Squire Patton Boggs (UK) LLP, No 1 Spinningfields, 1 Hardman Square, Manchester, M3 3EB;
 - (b) **Post:** returning the signed copy by post to CWB/THE.116-9 at Squire Patton Boggs (UK) LLP, No 1 Spinningfields, 1 Hardman Square, Manchester, M3 3EB.
 - (c) **E-mail:** by attaching a scanned copy of the signed document by email to millie.woodruff@squirepb.com.

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.
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 3 Unless, by 28 days after the Circulation Date, 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 during this date.
- 4 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.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.