

Company number: 11145951

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
NAITIVE TECHNOLOGIES LIMITED
("Company")

Circulation Date: 21 July 2023

Passed on: 21 July 2023

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**") the directors of the Company propose that:

- a) resolutions 1 and 2 below are passed as ordinary resolutions; and
- b) resolutions 3 and 4 below are passed as special resolutions.

ORDINARY RESOLUTIONS

1. **THAT**, 5,926 issued Ordinary shares of £0.0001 in the capital of the Company and 5,667 issued Growth shares of £0.0001 in the capital of the Company be and are hereby redesignated as deferred shares of £0.0001 in the capital of the Company having the rights and being subject to the restrictions set out in the Company's articles of association.
2. **THAT**, subject to the passing of resolution 1 above, the directors of the Company be 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 capital of the Company or to grant rights to subscribe for or to convert any security into shares in the Company, up to a maximum aggregate nominal amount of £0.60 in respect of the Ordinary shares (with such shares being allocated to the Company's share option pool) provided that:
 - 2.1. the authority granted under this resolution shall expire five years after the passing of this resolution; and
 - 2.2. the Company may, before such expiry under paragraph 2.1 above of this resolution, make an offer or agreement which would require shares to be allotted or rights to subscribe for or to convert any security 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 is in addition to all subsisting authorities to the extent unused.

SPECIAL RESOLUTIONS

3. **THAT** with effect from the conclusion of the meeting of even date, the articles of association of the Company be amended by:
 - 3.1. deleting article 19.4 (in its entirety) and replacing it with the following new article 19.4:

*"19.4 Any notice to be served by the Board pursuant to this Article 19 (a "**Board Leaver Notice**") shall be served within 60 days of the Cessation Date and shall state the relevant number of Leaver Shares that the Board:*

19.4.1 *is allowing the Leaver to retain; and/or*

19.4.2 *is subject to a Transfer Notice in accordance with Articles 18.9 and 19.7 and the Board Leaver Notice shall constitute a Transfer Notice accordingly; and/or*

19.4.3 *will automatically be converted to an equivalent number of Deferred Shares as of the date of the Board Leaver Notice,*

provided that, where the Board fails to serve the Board Leaver Notice in such manner within such period, the Leaver will be entitled to issue a Leaver Notice within 120 days of the Cessation Date."

4. **THAT**, subject to the passing of resolution 2 above, all and any rights of pre-emption arising under the articles of association of the Company, the Act or otherwise, be and hereby are waived in respect of the issue and allotment of shares and other securities in the capital of the Company as set out in resolution 2.

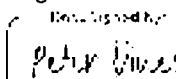
AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the above resolution ("Resolution").

We the undersigned, being the members of the Company entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.


Signed for and on behalf of **Northern Venture Trust PLC**


Signed for and on behalf of **Northern 2 VCT PLC**


Signed for and on behalf of **Northern 3 VCT PLC**


Signed for and on behalf of **Mercia VCT Nominee Limited**


Signed for and on behalf of **MNL (Mercia) Nominees Limited**

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Signed by

[Signature]
.....

Naomi Brady

.....
INSERT NAME ABOVE

(If signing on behalf of a body corporate or trust, please write the name of the shareholder that you are signing for above)

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Signed by

[Signature]
.....

John Michael Brady

.....
INSERT NAME ABOVE

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Signed by

Timothy Briggs

Tim Briggs

.....
INSERT NAME ABOVE

(If signing on behalf of a body corporate or trust, please write the name of the shareholder that you are signing for above)

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Signed by

[Signature]
.....

Clifford Paul Triniman

.....
INSERT NAME ABOVE

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Signed by

.....

Thillainayagam MUTHUKUMAR

.....
INSERT NAME ABOVE

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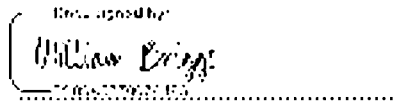
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Signed by


.....

william Briggs

.....
INSERT NAME ABOVE

(If signing on behalf of a body corporate or trust, please write the name of the shareholder that you are signing for above)

Notes for Members:

- 1 Please indicate your agreement by signing this document where indicated above and returning it to the Company using one of the following methods:
 - i. By hand: delivering the signed copy to Will Briggs at the registered office of the Company.
 - ii. By post: returning the signed copy by post to the directors at the registered office of the Company.
 - iii. By DocuSign.
 - iv. By other electronic delivery: either scanning the original signed copy and emailing or sending the scan, without any manner of alteration or variation to the original, to will.briggs@naitive.com.
- 2 Once eligible members have signified their agreement to the Resolution their agreement may not be revoked.
- 3 The proposed written resolution will lapse if it is not passed before the end of 28 days beginning with the day on which this document is circulated to eligible members.