

Company number: 11184431

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

RAYON INTELLIGENCE LTD

(Company)

Circulation Date: 14 July 2020

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

Ordinary Resolution

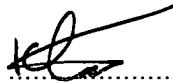
1. THAT, in accordance with article 14(3)(a) of the Company's articles of association (**Articles**) and in relation to the meeting of the directors at which this Resolution was proposed, the directors are hereby given authority to authorise matters giving rise to an actual or potential conflict for the purposes of Section 175 of the Companies Act 2006 as if article 14(1) of the Articles did not apply.

Agreement

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

The undersigned, being the person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution:

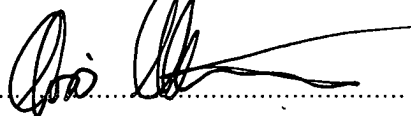
Signed by Kieran Porter:



Date:

14/7/20

Signed by Christopher Utechin:



Date:

14/7/20



## NOTES

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following delivery methods:

**By Hand:** delivering the signed copy to Mr Joel Molloy, Clifton Ingram LLP, 22- 24 Broad Street, Wokingham, Berkshire, RG40 1BA.

**Post:** returning the signed copy by post to Mr Joel Molloy, Clifton Ingram LLP, 22-24 Broad Street, Wokingham, Berkshire, RG40 1BA.

**E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to [JoelMolloy@cliftoningram.co.uk](mailto:JoelMolloy@cliftoningram.co.uk).

If you do not agree to any of 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. Where, within 28 days of the circulation date, insufficient agreement has been received for the Resolutions to pass, it will lapse.

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.

The Directors  
Rayon Intelligence Ltd  
Little Tufton House  
3 Dean Trench Street  
Westminster  
London  
SW1P 3HB

Dated: 14<sup>th</sup> July 2020

Dear Sirs

**Rayon Intelligence Ltd (Company)**

**1. CONFIRMATION OF LOST OR DESTROYED CERTIFICATE**

- 1.1 The original certificate of title to the shares of the Company listed in paragraph 4 below (**Shares**) has been lost or destroyed.
- 1.2 I confirm that:
- (a) neither the Shares nor the certificate of title to the Shares have been transferred, charged, lent, deposited or dealt with in any way that may affect my title to the Shares; and
  - (b) I am the person entitled to be on the register of members of the Company in respect of the Shares.

**2. REQUEST FOR REGISTRATION OF TRANSFER OF SHARES**

I request you to register the transfer of the Shares in accordance with the accompanying stock transfer form without the production of the original certificate for such Shares, and to enter the name of the transferee in the register of members as the legal owner of the Shares.

**3. INDEMNITY**

- 3.1 In return for registering the transfer of the Shares in accordance with the accompanying stock transfer form without the production of the original certificate, I agree to indemnify the Company from and against all claims, actions, proceedings and demands which may be brought against the Company and all losses, liabilities, charges, costs, damages and expenses which the Company may incur as a result of allowing the registration of the

transfer of all or any part of the Shares without the production of the original certificate.

3.2 I will return the original certificate to the Company for cancellation if it is found.

3.3 This indemnity will continue in force even if the original certificate(s) is returned to the Company.

#### 4. DETAILS OF CERTIFICATES

The indemnity in this document applies to the Shares and certificate listed below:


NUMBER AND DESCRIPTION OF SHARES	NAME AND ADDRESS OF REGISTERED HOLDER
50 ordinary B shares of £1.00 each	Kieran Joseph Porter of 36 Trinder Road, London, N19 4QU


#### 5. GOVERNING LAW AND JURISDICTION

This indemnity and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this indemnity or its subject matter or formation.

This indemnity has been entered into as a deed on the date stated at the beginning of it.

EXECUTED and DELIVERED as a  
DEED by **KIERAN JOSEPH PORTER**,  
in the presence of:-

  
Kieran Joseph Porter

W Signature   
I Name **Henry Robey**  
T Address **54 Frensham Road**  
N **RG45 6QH**  
E  
S  
S Occupation **IT Engineer**

The Directors  
Rayon Intelligence Ltd  
Little Tufton House  
3 Dean Trench Street  
Westminster  
London  
SW1P 3HB

Dated: 14<sup>th</sup> July 2020

Dear Sirs

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The indemnity in this document applies to the Shares and certificate listed below:


NUMBER AND DESCRIPTION OF SHARES	NAME AND ADDRESS OF REGISTERED HOLDER
50 ordinary B shares of £1.00 each	Christopher Anthony Rathbone Utechin of 23 Buckingham Street, Oxford, OX1 4LH


**5. GOVERNING LAW AND JURISDICTION**

This indemnity and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this indemnity or its subject matter or formation.

This indemnity has been entered into as a deed on the date stated at the beginning of it.

EXECUTED and DELIVERED as a  
DEED by **CHRISTOPHER ANTHONY  
RATHBONE UTECHIN**,  
in the presence of:-

  
.....  
Christopher Anthony Rathbone Utechin

W Signature   
I Name **Henry Robey**  
T Address **54 Frensham Road**  
N **RG45 6QH**  
E  
S  
S Occupation **IT Engineer**