

THURSDAY



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A05

25/08/2022

#324

COMPANIES HOUSE

Company Number: 11356087

AGREEMENT**MADE BY UNANIMOUS CONSENT**

**OF THE FOUNDING MEMBERS OF
PAYCIRCLE LIMITED
("Company")**

We, the undersigned, are all of the members who had a right to attend and vote at a general meeting of the Company on 31 March 2020 (the "**founding members**").

We hereby unanimously consent, and by signing this document we record that we have, unanimously consented, to the following matters which were made pursuant to the Duomatic principle on 31 March 2020:

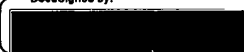
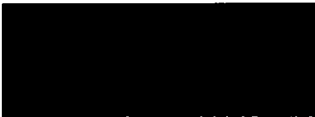
1. THAT, the 90 Ordinary Shares of £1.00 each in the capital of the Company were subdivided into 9,000 Ordinary Shares of £0.01 each, with effect from 31 March 2020 (the "**Subdivision**");
2. THAT, in accordance with section 551 of the Companies Act 2006 (the "**2006 Act**"), the directors of the Company were generally and unconditionally authorised to allot 1,500 Redeemable Shares of £0.01 each in the capital of the Company up to an aggregate nominal amount of £15 with effect from 9 September 2020, provided that this authority would, unless renewed, varied or revoked by the Company, expire on 31 March 2025 (the "**Allotment**");
3. THAT, subject to the Allotment being authorised as set out in paragraph 2 above and in accordance with section 570 of the 2006 Act, the directors were generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by section 550 of the 2006 Act and paragraph 2 as if section 561(1) of the 2006 Act did not apply to any such allotment, provided that this power was:
 - 3.1. limited to the allotment of equity securities up to an aggregate nominal amount of £210; and
 - 3.2. to expire on 31 March 2025 (unless renewed, varied or revoked by the Company prior to or on that date); and
4. THAT the founding members hereby unanimously resolve, approve, adopt and ratify for all purposes the Subdivision and the Allotment and hereby forever release the directors from any and all liability to the Company in respect of such matters with effect from 31 March 2020.

This agreement 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 English law. 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 agreement or its subject matter or formation.

The date of this agreement is the date on which this document (or a counterpart) is signed by or on behalf of the last member to sign it.

SIGNED as a DEED by
Jamie Costello in the presence of:



DocuSigned by:
Jamie Costello
727AAFE07754A0...
Date of Signature: 18 August 2022

Witness' Signature: 
Witness' Name: **Nichola Sarah Costello**
Witness' Address: 

I confirm that I was physically present when Jamie Costello signed this deed

SIGNED as a DEED by
Catherine Pinkney in the presence of:



DocuSigned by:
Catherine Pinkney
2E5902352505415...
Date of Signature: 18 August 2022

Witness' Signature: 
Witness' Name: **PHILIP NIGEL Westbrooke Elliott**
Witness' Address: 

I confirm that I was physically present when Catherine Pinkney signed this deed

SIGNED as a DEED by
David Hart in the presence of:

DocuSigned by:
David Hart
255C80F44B1A44A...
Date of Signature: 18 August 2022

Witness' Signature: 
Witness' Name: **Averil Alexander**
Witness' Address: 

I confirm that I was physically present when David Hart signed this deed