

DATED 24 December 2022

KAPE TECHNOLOGIES PLC

as Kape

UNIKMIND HOLDINGS LIMITED

as Unikmind

GLOBE INVEST LIMITED

as Globe Invest

CONFIDENTIALITY AGREEMENT



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PARTIES

- (1) **KAPE TECHNOLOGIES PLC** (company no 011402V), a company incorporated in the Isle of Man whose registered office is at Sovereign House, 4, Christian Road, Douglas, Isle of Man, IM1 2SD ("**Kape**")
- (2) **UNIKMIND HOLDINGS LIMITED** (company number 016791V), a company incorporated in the Isle of Man whose registered office is at Fort Anne, South Quay, Douglas, Isle of Man IM1 5PD ("**Unikmind**")
- (3) **GLOBE INVEST LIMITED** (company no HE398781), a company incorporated under the laws of Cyprus whose registered office is at 4 Foti Pitta, Labs Tower, 13th and 14th Floors, Nicosia, Cyprus ("**Globe Invest**")

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Authorised Recipients**" has the meaning given to it in Clause 2(d) of this Agreement.

"**Business Day**" means a day (other than a Saturday or Sunday) on which the clearing banks in the City of London are open for business.

"**Code**" means the City Code on Takeovers and Mergers.

"**Confidential Information**" of a party to this Agreement means:

- (a) in respect of Kape, all information relating to the Kape Group or the Transaction which is of a confidential nature and includes, but is not limited to information of whatever nature relating to the Kape Group which is disclosed, directly or indirectly, whether before or after the execution of this letter, in whatever form (including without limitation, written, visual, oral, electronic or on tape or disk) to any Unikmind Affiliate, or any of their respective officers, employees, representatives or advisers by or on behalf of the Kape Group or any of the officers, employees, representatives or advisers of a member of the Kape Group (including, but not limited to, details of the Kape Group's operations, forecasts, budgets, processes, plans, intentions, product/services information, know-how and other intellectual property, trade secrets, marketing knowledge, customers, suppliers, staff and business affairs which are confidential or proprietary);
- (b) in respect of Unikmind Affiliates, all information relating to Unikmind Affiliates or the Transaction which is of a confidential nature and includes, but is not limited to information of whatever nature relating to Unikmind Affiliates which is disclosed, directly or indirectly, whether before or after the execution of this letter, in whatever form (including without limitation, written, visual, oral, electronic or on tape or disk) to any member of the Kape Group, or any of the officers, employees, representatives or advisers of a member of the Kape Group by or on behalf of Unikmind Affiliates or any of their respective officers, employees, representatives or advisers (including, but not limited to, details of the relevant person's operations,

forecasts, budgets, processes, plans, intentions, product/services information, know-how and other intellectual property, trade secrets, marketing knowledge, customers, suppliers, staff and business affairs which are confidential or proprietary);

- (c) information derived from information falling within paragraph (a) or paragraph (b) including analyses, compilations, studies and other documents whether or not prepared by the other parties or on their behalf which contain or otherwise reflect or are generated from, in respect of members of the Kape Group, the information specified in paragraph (a) or, in respect of Unikmind Affiliates, the information specified in paragraph (b);
- (d) the existence and contents of this Agreement; and
- (e) the fact that the discussions in relation to the Transaction are taking (and, if they terminate, have taken) place and the content of the discussions,

but does not include information:

- (f) which is or becomes publicly available, other than as a result of a breach of this Agreement;
- (g) which a party can demonstrate was lawfully in its possession prior to disclosure of such information by another party or on its behalf or becomes lawfully available to it from a third party, in each case free from any confidentiality restrictions; or
- (h) which is independently developed for or arrived to without any reliance on or use of the information disclosed or information derived from it.

"Copies" means copies of Confidential Information of a party including any document, electronic file note, extract analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

"DPA 2018" means the Data Protection Act 2018.

"Data Protection Laws" means any applicable data protection or privacy laws, regulations or other similar instruments in force from time to time in any jurisdiction, including the UK GDPR and DPA 2018.

"Data Subject Request" means any request from a Data Subject concerning his or her rights of access to, rectification, erasure, objection to or restriction of processing of Personal Data under the Data Protection Laws.

"Globe Invest Group" means Globe Invest Limited and its subsidiary GlobeInvestUK Ltd company incorporated under the laws of England and Wales, with registration number 12667929 having its registered address at Labs Atrium, Stables Market, NW1 8AH, London, UK.

"Kape Group" means Kape and its subsidiary undertakings from time to time.

"Permitted Purpose" means considering, evaluating and negotiating the proposed Transaction and its financing.

"Personal Data" means any personal data that forms part of the Confidential Information or is otherwise provided to a Unikmind Affiliate by, or on behalf of, any member of the Kape Group for the purposes of the proposed Transaction.

"Personal Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data.

"Transaction" means a proposed offer for the entire issued share capital of Kape not already beneficially owned by Unikmind proposed to be made Unikmind in accordance with the Code (whether such offer is implemented by a contractual offer or a scheme of arrangement).

"TS" means Mr Teddy Sagi, the ultimate beneficial owner of Unikmind.

"TS Investees" means any body corporate which would be a subsidiary undertaking of TS if TS were a body corporate.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

"Unikmind Affiliates" means the members of the Unikmind Group, TS and the TS Investees.

"Unikmind Group" means Unikmind and its subsidiary undertakings (excluding any member of the Kape Group) and parent undertakings and all subsidiary undertakings of such parent undertakings from time to time.

- 1.2 In this Agreement reference to the terms **"body corporate"**, **"holding company"**, **"subsidiary"**, **"parent undertaking"** and **"subsidiary undertaking"** shall be interpreted in accordance with the Companies Act 2006.
- 1.3 In this Agreement the terms **"Controller"**, **"Data Subject"**, **"personal data"** and **"processing"** (and all derivations thereof) shall have the meanings ascribed to them in the Data Protection Laws.
- 1.4 In this Agreement the term **"acting in concert"** shall be interpreted in accordance with the Code.
- 1.5 In this Agreement the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 1.6 The headings in this Agreement are for ease of reference only and are to be ignored when interpreting this Agreement.

2 **CONFIDENTIALITY OBLIGATIONS**

In return for the parties giving each other Confidential Information, each party undertakes to the other parties that:

- (a) it will treat all Confidential Information of the Unikmind Affiliates (in the case of Kape) or of the Kape Group (in the case of Unikmind and Globe Invest) as private and confidential and will safeguard it accordingly;
- (b) it will use the Confidential Information of the Unikmind Affiliates (in the case of Kape) or of the Kape Group (in the case of Unikmind and Globe Invest) only for the Permitted Purpose;

- (c) it will only make Copies to the extent necessary for the Permitted Purpose;
- (d) it will not directly or indirectly disclose Confidential Information of the Unikmind Affiliates (in the case of Kape) or of the Kape Group (in the case of Unikmind and Globe Invest) nor allow it to be disclosed in whole or in part to any person, except:
 - (i) in the case of Confidential Information that relates to Kape or the Kape Group:
 - (A) to members of the Unikmind Group or Globe Invest Group or any of their respective officers, employees and advisers to the extent necessary for the Permitted Purpose; or
 - (B) to TS to the extent necessary for the Permitted Purpose;
 - (C) to any named potential finance providers to the Unikmind Group as Kape may (in each case) approve in advance in writing and to the extent necessary for the purpose of securing financing for the Transaction; or
 - (ii) in the case of Confidential Information that relates to the Unikmind Affiliates, to members of the Kape Group or any of their respective officers, employees, representatives and advisers to the extent necessary for the Permitted Purpose,

("Authorised Recipients");

- (e) it will inform each Authorised Recipient of the confidential nature of the Confidential Information of the Unikmind Affiliates (in the case of Kape) or of the Kape Group (in the case of Unikmind and Globe Invest) and the restrictions imposed by this Agreement;
- (f) it will use all reasonable endeavours to cause all its respective Authorised Recipients to comply with the provisions of this Agreement (as if they were named in its place), and it shall be responsible for any breach by any Authorised Recipient;
- (g) it will keep confidential all passwords and user names associated with any online data base, portal or virtual data room made available for the purpose of sharing or accessing the Confidential Information and in such a way so as to prevent access by any person who is not an Authorised Recipient;
- (h) it will notify the other parties in writing on becoming aware that a person other than an Authorised Recipient has come into possession of, or become aware of, any of the Confidential Information of another party in breach of the terms of this Agreement and it shall promptly provide all such information as the other parties may reasonably require in order to assess such matter; and
- (i) without limiting Clause 2(b), it shall not use nor allow its Authorised Recipients to use the Confidential Information of the other parties, directly or indirectly, for the purpose of its own business or to obtain a commercial advantage or otherwise to the detriment of any member of the Kape Group or any Unikmind Affiliate (as applicable).

3 **REPRESENTATIONS AND WARRANTIES**

- 3.1 No party (nor, in the case of Kape, any member of the Kape Group or any officers, employees, representatives or advisers of a member of the Kape Group, or, in the case of Unikmind, any Unikmind Affiliate or any officers, employees, representatives or advisers of a Unikmind Affiliate) makes (or is authorised to make) any representation or warranty with respect to:
- (a) the accuracy or completeness of its Confidential Information;
 - (b) as to whether or not the exploitation of its Confidential Information will infringe any intellectual property or other rights of any other person; or
 - (c) that its Confidential Information will remain unchanged after its supply to any party.
- 3.2 Accordingly, each party acknowledges that, other than pursuant to the terms of a definitive agreement providing for the implementation of the Transaction:
- (a) no member of the Kape Group or any Unikmind Affiliate (as applicable) or their respective directors, officers, employees, representatives, advisers or agents shall have any liability to the other parties or any member of the Kape Group or any Unikmind Affiliate (as applicable) or their respective advisers in evaluating its Confidential Information or in relation to the Transaction;
 - (b) no member of the Kape Group or any Unikmind Affiliate (as applicable) or their respective directors, officers, employees, representatives, advisers or agents shall owe any duty of care to the other parties (or any other person) or their respective Authorised Recipients;
 - (c) neither it nor any other person will seek to bring any claim against the Kape Group or any Unikmind Affiliate (as applicable) or any of their respective officers, employees, representatives or advisers in relation to the accuracy, adequacy, reasonableness or completeness of the Confidential Information; and
 - (d) no member of the Kape Group or any Unikmind Affiliate (as applicable) or any of their respective directors, officers, employees, advisers or agents will be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of any reliance on any statement contained in or omitted from the Confidential Information.
- 3.3 Clause 3.2(a) and Clause 3.2(d) do not exclude or limit liability for, or any remedy in respect of, fraud or fraudulent misrepresentation.

4 **STATUS**

- 4.1 No documents or information made available by one party to another party or its Authorised Recipients will constitute an offer or invitation or form the basis of any contract.
- 4.2 Nothing in this Agreement shall be construed as requiring any member of the Kape Group or any Unikmind Affiliate to disclose Confidential Information.
- 4.3 No party is under any obligation to enter into an agreement with respect to the Transaction.

5 AUTHORISED CONTACT

- 5.1 During the course of discussions in relation to the Transaction:
- (a) Unikmind Affiliates shall only have contact in connection with the Transaction with those directors and employees of the Kape Group and those directors, partners and employees of Kape's advisers, in each case as nominated or agreed in writing by Kape; and
 - (b) Kape shall only have contact in connection with the Transaction with TS and those directors and employees of the Unikmind Group and/or Globe Invest and those directors, partners and employees of the advisers of TS and/or the members of the Unikmind Group and/or Globe Invest, in each case as nominated or agreed in writing by Unikmind or Globe Invest.
- 5.2 Subject to Clause 5.1, Unikmind shall not in connection with the Transaction (or with a view to eliciting information in relation to it) contact any other person connected in any way with the Kape Group (including, without limitation, the customers, bankers or suppliers of the Kape Group, any person which has publicly disclosed, or which is known by any of Unikmind, TS, Globe Invest or any of their respective financial advisers to have a direct or indirect economic interest in any member of the Kape Group and the officers, employees, agents or advisers of any member of the Kape Group) without Kape's prior written consent.

6 LEGAL COMPULSION TO DISCLOSE

- 6.1 If any party or any of their respective Authorised Recipients or anyone to whom they transmit any Confidential Information become (or it is reasonably likely that they shall become) required pursuant to any law, regulation, court order, or the rules of any stock exchange, securities authority or other governmental or regulatory body to disclose any Confidential Information or to disclose or announce any details of the Transaction, they shall to the extent permissible and reasonably practicable, promptly give written notice of that fact to the other parties and consult with the other parties with a view to agreeing the timing and content of the disclosure or announcement.
- 6.2 Upon receiving notice of the required disclosure or announcement, another party may, at its expense, seek an appropriate remedy to prevent disclosure or waive compliance with the provisions of this Agreement preventing disclosure. If it elects to challenge the validity of the requirement to disclose, the party required to disclose Confidential Information shall, at the other party's expense, cooperate in a commercially reasonable manner with this challenge.
- 6.3 For the purposes of Clause 6.1, if a party is prevented by law from informing another party before the Confidential Information is disclosed, the disclosing party shall only be entitled to disclose Confidential Information to the extent required and shall (to the extent permitted by law) inform the other parties promptly after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.
- 6.4 For the avoidance of doubt, nothing in this Agreement shall (or is intended to) prevent or restrict Kape from complying with its obligations under the Code.

7 **RECORDS AND RETURN OF CONFIDENTIAL INFORMATION**

7.1 All Confidential Information shall remain the property of the disclosing party. If any party at any time requests, the other parties shall as soon as reasonably practicable:

- (a) return to the person who supplied it all Confidential Information in tangible form without retaining any Copies (or in relation to information falling within paragraph (c) of the definition of "Confidential Information" destroy it);
- (b) destroy all other records of other persons' Confidential Information (including any Copies held on computer or information storage system) provided that this obligation shall not apply to computer records held in archive or back-up systems of that party or its Authorised Recipients and which cannot be destroyed without incurring unreasonable effort. Any such Confidential Information held in such systems shall continue to be held subject to the terms of this Agreement; and
- (c) refrain from accessing any online database, portal or online data room made available for the purpose of sharing or accessing the Confidential Information of other persons.

7.2 Clause 7.1 shall not prevent a party or its Authorised Recipients from retaining any Confidential Information to the extent that it or they are required to do so by law or regulation or for professional compliance purposes or to the extent contained in board minutes held by its directors or officers. Any such retained Confidential Information shall remain subject to the confidentiality undertakings contained in this Agreement.

8 **DURATION**

Save as otherwise specified in this Agreement, the undertakings and other obligations in this Agreement shall terminate and be of no further force or effect upon the earlier to occur of two years from the date of this Agreement and the parties completing the Transaction.

9 **RESTRICTIONS ON SHARE DEALING**

Without prejudice to Clause 10 (Standstill obligation), Unikmind and Globe Invest each acknowledge and agree to make their Authorised Recipients aware, that the Confidential Information is given and any negotiations are taking place in confidence, and that the proposed Transaction and some or all of the Confidential Information may be inside information for the purposes of Part V of the Criminal Justice Act 1993 (the "**CJA**") and the UK version of Regulation (EU) No. 596/2014 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**MAR**") and that none of Unikmind, Globe Invest or their respective Authorised Recipients should:

- (a) deal in securities that are price-affected securities (as defined in the CJA) on the basis of the inside information, encourage another person to deal in the price-affected securities or disclose the inside information except as permitted by the CJA or MAR before the inside information is made public;
- (b) engage or attempt to engage in insider dealing (as defined in MAR), recommend that another person engage in insider dealing or induce another person to engage in insider dealing on the basis of any inside information;
- (c) unlawfully disclose any inside information (as defined in MAR); or

- (d) engage or attempt to engage in behaviour based on any inside information which would amount to market manipulation (as defined in MAR).

10 **STANDSTILL OBLIGATION**

- 10.1 Until the earlier of (i) the date on which Kape announces its final full year results for the twelve months ended 31 December 2022 and (ii) 31 March 2023, Unikmind and Globe Invest will not, and will procure that no Unikmind Affiliate or any person acting in concert with TS (together "**Restricted Persons**") will, either alone or acting in concert with others, without the prior written consent of Kape, acquire, offer to acquire or cause another person to acquire or offer to acquire, an interest in any shares or securities in Kape (or any derivative or option relating to the shares or securities of Kape) or enter into an agreement or arrangement (whether or not legally binding) or do or omit to do any act as a result of which any Restricted Person may acquire an interest in any shares or other securities in Kape (or any derivative or option relating to the shares or securities of Kape).
- 10.2 Until the later of (i) 6 months from the date of this Agreement and (ii) the date on which all Unikmind Affiliates have ceased to actively consider (within the meaning of the Code) an offer (however to be implemented) for Kape (and have confirmed the same to Kape in writing), Unikmind and Globe Invest will not, and will procure that no Restricted Person, will, either alone or acting in concert with others, without the prior written consent of Kape:
 - (a) enter into an agreement or arrangement (whether or not legally binding), or do or omit to do any act, as a result of which any Restricted Person, may become obliged (under the Code or otherwise) to announce, or to make, a firm offer for, or proposal in connection with, all or any of the shares or securities of Kape; or
 - (b) announce or make, or cause another person to announce or make, any offer for or proposal in connection with all or any of the shares or securities of Kape.
- 10.3 The restrictions contained in Clause 10.1 and Clause 10.2 shall not apply:
 - (a) if, and only for so long as, the board of directors of Kape have publicly recommended an offer by Unikmind for the entire issued share capital of Kape not already beneficially owned by Unikmind and has not withdrawn that recommendation; or
 - (b) if a third party (not acting in concert with a Restricted Person) announces a firm intention (in accordance with Rule 2.7 of the Code) to make an offer for Kape, only for so long as an offer period subsists in relation to such third party offer.
- 10.4 For the purposes of Clause 10.1 and Clause 10.2, an interest in shares or securities in Kape shall include entering into or otherwise obtaining the benefit of an irrevocable commitment to:
 - (a) accept or not accept an offer in respect of the shares of Kape; or
 - (b) vote in favour of or against a resolution of Kape (or its shareholders) including in the context of an offer in respect of the shares of Kape, including to approve or to give effect to a scheme of arrangement of Kape in the context of such an offer.

11 **PERSONAL DATA**

11.1 Unikmind and Globe Invest each acknowledge that Kape is an independent Controller in respect of the Personal Data (whether or not such Personal Data is comprised in the Confidential Information).

11.2 Without limitation to any other term of this Agreement, in relation to the Personal Data, Unikmind and Globe Invest shall:

- (a) comply with all the obligations imposed on a Controller pursuant to the Data Protection Laws;
- (b) only process the Personal Data for the Permitted Purpose;
- (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- (d) without undue delay (and no later than 24 hours of becoming aware) notify Kape of any Personal Data Breach, whether or not you consider the same to be reportable to the Information Commissioner and/or another supervisory authority and/or the affected Data Subjects;
- (e) promptly notify Kape if any Authorised Recipient receives any communication (including without limitation from the Information Commissioner) which relates to the Personal Data or to any Authorised Recipient's compliance with the Data Protection Laws in respect of the Personal Data, including any Data Subject Request;
- (f) promptly provide to Kape such reasonable co-operation, information and assistance as Kape may from time to time request to enable Kape to comply with its obligations under the Data Protection Laws;
- (g) only process Personal Data outside of the United Kingdom or European Economic Area without Kape's prior written consent if:
 - (i) the country in which the Personal Data will be processed is approved under the Data Protection Laws as providing adequate protection (an "**Adequate Country**"); or
 - (ii) where the country in which the Personal Data will be processed is not an Adequate Country, any international transfers of the Personal Data are performed on the basis of appropriate safeguards in accordance with the Data Protection Laws; and
- (h) not disclose or allow access to the Personal Data to any person other than to the Authorised Recipients for the Permitted Purpose (and subject to any notices and/or consents necessary to enable lawful transfer being first in place).

12 **FURTHER UNDERTAKINGS**

12.1 Kape shall procure that all entities within the Kape Group comply with the same obligations and restrictions as those accepted by Kape in this Agreement as if they were individually named in its place.

- 12.2 Unikmind and Globe Invest shall procure that all Unikmind Affiliates comply with the same obligations and restrictions as those accepted by Unikmind and/or Globe Invest in this Agreement as if they were individually named in their place.
- 12.3 Each party agrees to notify the other parties as soon as reasonably practicable if it becomes aware of any breach of this Agreement.
- 12.4 Each party acknowledges that a breach of this Agreement may result in serious damage being sustained by the Kape Group or a Unikmind Affiliate (as applicable) and as a result unconditionally agrees to waive its right to oppose any equitable relief (including injunctive relief) sought by any member of the Kape Group or any Unikmind Affiliate (as applicable) in relation to a threatened or actual breach of the undertakings contained in this Agreement.

13 **ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter.

14 **THIRD PARTY RIGHTS**

The parties do not intend any third party, other than a lawful successor in title or lawful assignee, to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

15 **INVALIDITY**

The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.

16 **COMMUNICATIONS**

Communications under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post (or prepaid airmail, if the destination is outside the country of origin) or by email to the relevant party at its address set out in the parties Clause above or email address as set out in this Clause below. Without evidence of earlier receipt, communications are deemed received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by recorded delivery, at 9.00am on the second Business Day after posting (or 9.00am on the fifth Business Day after posting if sent by prepaid airmail); and
- (c) if sent by email, at the earlier of:
 - (i) the time a return receipt is generated automatically by the recipient's email server;
 - (ii) the time the recipient acknowledges receipt; and
 - (iii) 24 hours after transmission (unless in each case the sender receives notification that the email has not been successfully delivered),

and in the case of post it shall be sufficient to prove that the communication was properly addressed and posted and in the case of email that the email was sent to the appropriate email address and dispatch of transmission from the sender's external gateway was confirmed. Communications to Kape shall be addressed to [REDACTED], CFO (and if sent by email shall be sent to [REDACTED]@kape.com), communications to Unikmind shall be addressed to [REDACTED] – Director (and if sent by email shall be sent to [REDACTED]@globeinvest.com) and communications to Globe Invest shall be addressed to [REDACTED] (and if sent by email shall be sent to [REDACTED]@globeinvest.com), always with a copy to [REDACTED] at [REDACTED]@bakermckenzie.com, [REDACTED] at [REDACTED]@hsbc.com and [REDACTED] at [REDACTED]@hsbc.com

17 **COUNTERPARTS**


This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

18 **GOVERNING LAW AND JURISDICTION**

- 18.1 This Agreement and any non-contractual obligations arising in connection with it (and, unless provided otherwise, any document entered into in connection with it) shall be governed by and construed in accordance with English law.
- 18.2 Subject to Clause 18.4, the English courts have exclusive jurisdiction to determine any dispute arising in connection with this Agreement (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.
- 18.3 Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).
- 18.4 Nothing in this Agreement (or, unless provided otherwise, any document entered into in connection with it) shall prevent a party from applying to the courts of any other country for injunctive or other interim relief.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

EXECUTION PAGE

Signed by 
for and on behalf of **KAPE
TECHNOLOGIES PLC:**

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)
)



Duly authorised person

Signed by
for and on behalf of **UNIKMIND
HOLDINGS LIMITED:**

)
)
)

Duly authorised person

Signed by
for and on behalf of **GLOBE INVEST
LIMITED:**

)
)
)

Duly authorised person

EXECUTION PAGE

Signed by)
[name of duly authorised person] for and)
on behalf of **KAPE TECHNOLOGIES PLC:**)

Duly authorised person

Signed by)
[name of duly authorised person] for and)
on behalf of **UNIKMIND HOLDINGS**)
LIMITED:)

Duly authorised person

Signed by)
[name of duly authorised person] for and)
on behalf of **GLOBE INVEST LIMITED:**)

Duly authorised person