

THIS INVESTMENT AGREEMENT is entered into on

Between

(1) whose principal place of business is at (the "Company")

(2) whose principal place of business is at (the "Investor") and

(3) the persons whose names and addresses are set out in Part 1 of Schedule 1 (together with any person signing a Deed of Adherence as a "Manager", the "Managers" and each a "Manager").

Whereas

(A) is a company limited by shares incorporated in .

(B) The Managers are interested in the number of shares set out against their respective names in column 3 of Part 1 of Schedule 1.

(C) The Investor has agreed to subscribe for shares in the capital of the Company on, and subject to, the terms of this Agreement.

(D) This Agreement contains the terms upon which the Investor and Manager have agreed to invest in the Company and contains provisions governing the future affairs of the Company that the Investor and Manager have agreed to implement.

It Is Agreed as follows:

1. Interpretation

1.1 Words and expressions used in this Agreement shall have the meanings set out in Appendix 1, unless the context requires otherwise.

1.2 The Schedules comprise Schedules to this Agreement and form part of this Agreement.

2. Investment

2.1 Subject to clause 3, the Investor applies for the allotment and issue to it of Investor Shares, at a subscription price of per Investor Share, payment for which shall be made in accordance with clause 3.2.1.

2.2 Completion of the investment shall take place on the Completion Date.

2.3 The Company warrants to the Investor that, on the date of this agreement and on the Completion Date, the Company shall be entitled to allot the Investor Shares to the Investor on the terms of this agreement, without the consent of any other person.

2.4 Each Manager agrees to vote in favour of the Resolutions and hereby irrevocably waives or will provide the waiver of all and any pre-emption rights that he or his nominees may have under the Company's articles of association or otherwise, so as to enable the issue of the Investor Shares to proceed.

2.5 The Investor may direct that the Investor Shares are issued and registered in the name of any nominee or custodian holding such shares on its behalf as bare nominee.

3. Completion

3.1 Completion of the investment by the Investor for the Investor Shares shall take place at on the Completion Date (or at such other time and place as the Company and the Investor shall agree) when the events set out in clause 3.2 below shall take place in such order as the Investor may require.

3.2 The following events shall occur on the Completion Date:

(a) the Investor shall pay the Company per Investor Share in accordance with clause 2.1 by electronic transfer to the Company's bank account at

Payment made in accordance with this clause 3.2(a) shall constitute a good discharge for the Investor's obligations under this clause 3;

(b) the passing of resolutions of the Shareholders to:

(i) adopt the Articles

(ii) waive pre-emption rights in respect of the allotment and issue of the Investor Shares;

(iii) grant the directors of the Company authority to allot the Investor Shares; and

(c) a meeting of the Board shall be held at which the Company shall:

(i) adopt the Articles;

(ii) subject to receipt of the payment referred to in clause 3.2.1, issue and allot the Investor Shares credited as fully paid to the Investor (or such person as it shall direct) and enter the Investor's name in the register of members in respect of them;

(iii) execute and deliver to the Investor a share certificate for the Investor Shares;

(iv) pass any other resolutions required to carry out the Company's obligations under this agreement; and

(d) the Managers shall be instructed to file all appropriate resolutions and forms with the Registrar of Companies within the time limits prescribed for filing each of them.

4. Warranties

4.1 Each party to the agreement warrants to each of the other parties that:

4.1.1 it has the power and authority to enter into and perform its obligations under this agreement; when executed, its obligations under this agreement will be binding on it; and execution and delivery of, and performance by it of its obligations under this agreement will not result in any breach of applicable law.

4.2 The Warrantors jointly and severally warrant to the Investor that:

- (a) the Company has been duly incorporated and validly exists under the laws of its jurisdiction;
- (b) the information contained or referred to in Schedule 2 is true, complete and accurate and not misleading;
- (c) the Company and its affiliates is not engaged in any litigation, arbitration or other legal proceedings and there are no written claims threatened against the Company and its affiliates;
- (d) any and all tax for which the Company has been assessed or that has or shall become due has been paid in full;
- (e) the Company has properly filed all tax returns required to be filed pursuant to any relevant law;
- (f) the Company is not subject to any disagreement or dispute with any tax authority regarding the tax position of the Company;
- (g) the Managers are the legal and beneficial shareholders as set opposite their respective names in column 3 of Part 1 of Schedule 1 and such shares are held by the Managers, free from all encumbrances and with all rights attaching to them;
- (h) all shares in the Subsidiary are held legally and beneficially solely by the Company free from all encumbrances and with all rights attaching to them;
- (i) all of the shares set out in Part 1 of Schedule 1 are fully paid and comprise the entire issued share capital of the Company and are held free from all encumbrances and with all rights attaching to them;
- (j) the Company has taken all steps necessary for the fullest protection necessary of all Intellectual Property and know-how used by it; and
- (k) all Intellectual Property which is used by or material to the business of the Company is (or in the case of applications, will be) legally and beneficially vested exclusively in the Company.

5. Intellectual Property

5.1 The Managers hereby assign to the Company absolutely with full title guarantee all its right, title and interest in and to the Intellectual Property used by or material to the business of the Company, including but not limited to:

- (a) the absolute entitlement to any registrations granted pursuant to any patent, registered design or trade mark applications;
- (b) all goodwill attaching to Intellectual Property used by or material to the business of the Company and in respect of the business relating to the goods or services in respect of which any Intellectual Property is registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of Intellectual Property used by or material to the business of the Company whether occurring before, on, or after the date of this agreement.

6. The Board

6.1 The appointment, dismissal and conduct of the Board shall be regulated in accordance with this agreement and the Articles.

6.2 In accordance with the Articles, for so long as an Investor or its Permitted Transferees hold any of the Ordinary Shares in issue they shall have the right to appoint a representative to attend as an observer at each and any meeting of the board and of each and any committee of the Board.

6.3 Meetings of the Board will be convened and held not less than 4 times per year at regular intervals.

6.4 The Company shall send to the Investor and any observers appointed under clause 6.2:

6.4.1 reasonable advance notice of each Board meeting and each committee of it; and

6.4.2 a written agenda for each Board meeting and each committee meeting, accompanied by all relevant papers.

6.5 The parties shall use their respective reasonable endeavours to ensure that any Board meeting (or meeting of a committee of the Board) and every general meeting of the Company has the requisite quorum.

7. Accounting and Information Rights

7.1 The Company shall at all times maintain accurate and complete accounting and other financial records.

7.2 The Company shall prepare such business and financial information in such format as the Investor reasonably requests and shall send copies to the Investor within 30 days of the end of each fiscal quarter.

7.3 The audited accounts of the Company in respect of each accounting period, together with the related audit and management letters and all correspondence between the Company and the auditors of the Company concerning the accounts, shall be completed and approved by the Board and delivered to the Investor within three months after the end of the accounting period to which such audited accounts relate.

7.4 The Company shall provide the Investor promptly with such other information concerning the Company and its business as the Investor may reasonably require from time to time for tax, legal or regulatory purposes or to enable the Investor to monitor their investment in the Company.

8. Matters Requiring Investor Consent

8.1 The Company undertakes that, save with Investor Consent, the Company shall not take any of the actions set out in Schedule 3.

8.2 Each of the Managers undertakes to the Investor (as a separate covenant by each of them) to exercise all voting rights and powers of control available to him in relation to the Company to procure that, save with Investor Consent, the Company shall not take any of the actions set out in Schedule 3.

9. Transfer of Shares and Future Funding

9.1 Notwithstanding the Articles, each Manager undertakes to the Investor that he shall not, and shall not agree to create any Encumbrance over, transfer or otherwise dispose of the whole or any part of his interest in or grant any option over any Ordinary Shares to any person except where required or permitted to do so by the Articles and this agreement.

9.2 The Company undertakes to its Shareholders that it shall not (and each of the Managers undertakes to its Shareholders to procure that the Company shall not) carry out any funding round on terms which either:

(i) do not reflect the fair market value of the business at the time; or

(ii) which are not on bona fide arm's length terms; or

(iii) which are unfairly prejudicial to the existing Shareholders (an "Undervalue Funding Round").

To the extent the Investor, acting reasonably, believes the Company is about to undertake an Undervalue Funding Round, the Investor shall be entitled by serving a notice in writing on the Company to exercise a right of veto to prohibit such funding round being implemented.

9.3 If the Company issues any shares or other securities ("New Securities") that have rights in respect of the receipt of income and/or capital that rank in preference to the Ordinary Shares or other securities held by the Investor, each Party agrees to exercise all voting rights and powers of control available to it to re-designate the Ordinary Shares and other securities held by the Investor to rank pari passu with such New Securities.

9.4 No transfer of Ordinary Shares shall be registered by the Board unless the transferee of such Ordinary Shares has executed and delivered a Deed of Adherence.

9.5 The Company shall not issue any Ordinary Shares or other equity securities to any person, unless that person is a party to this agreement or has executed and delivered a Deed of Adherence.

10. Effect of Ceasing to Hold Shares

10.1 A party shall cease to be a party to this agreement for the purpose of receiving benefits and enforcing his rights from the date that he ceases to hold (or beneficially own) any shares in the capital of the Company (but without prejudice to any benefits and rights enjoyed prior to such cessation).

10.2 A Manager's obligations under clauses 11 and 12 shall survive a transfer of all or any shares by such Manager, and shall survive such Manager ceasing to be a director, or employee of or consultant to the Company. But otherwise when a Manager ceases to hold shares in the Company, he shall have no further obligation or liability under this agreement, but without prejudice to the due performance by such Manager of all obligations up to the date of such cessation.

11. Non-Competition

11.1 Each Manager shall not without the prior written consent of the Company directly or indirectly at any time whilst he is a director or employee of, or a consultant to, the Company and during the Restricted Period engage or be concerned or interested in any capacity with any business concern which within the Relevant Area competes, or will compete, or is likely to compete with the business of the Company.

11.2 Each Manager acknowledges that the foregoing provisions of this clause 11 are fair, reasonable and necessary to protect the goodwill and interests of the Company.

11.3 If any of the restrictions or obligations contained in this clause 11 is held to be invalid or unenforceable but would be valid or enforceable if part of the provision were deleted then such restrictions or obligations shall apply with such deletions as may be necessary to make them enforceable. In the event of any part of this clause being declared invalid or unenforceable by any court of competent jurisdiction, all other parts of this clause shall remain in full force and effect and shall not be affected thereby.

12. Confidentiality and Announcements

12.1 Except as provided elsewhere in this agreement, and excluding any information which is in the public domain (other than through the wrongful disclosure of any party), or which any party is required to disclose by law or by the rules of any regulatory body to which the Company is subject, each party agrees to keep secret and confidential and not to use, disclose or divulge to any third party (other than a party's professional advisers) any:

12.1.1 confidential information relating to the Company (including any Intellectual Property, customer lists, reports, notes, memoranda and all other documentary records pertaining to the Company or its business affairs, finances, suppliers, customers or contractual or other arrangements); or

12.1.2 information relating to the negotiation, provisions or subject matter of this agreement (or any document referred to in it); or

12.1.3 information concerning the Investor, its shareholders or any member of their respective groups.

13. Assignment

13.1 Subject to clause 13.3, this agreement is personal to the parties and no party shall:

(a) assign any of its rights under this agreement; or

(b) transfer any of its obligations under this agreement; or

(c) sub-contract or delegate any of its obligations under this agreement; or

(d) charge or deal in any other manner with this agreement or any of its rights or obligations.

13.2 Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of clause 13.1 shall be ineffective.

13.3 The Investor may assign the whole or part of any of its rights under this agreement to any of its Permitted Transferees.

14. Agreement Survives Completion

This agreement (other than the obligations that have already been performed) remains in full force after Completion.

15. Shareholders Obligations and Status of this Agreement

15.1 Each Shareholder shall exercise all voting rights and other powers of control available to it in relation to the Company so as to procure (so far as is reasonably possible) that, at all times during the term of this agreement, the provisions of this agreement are promptly observed and given full force and effect according to its spirit and intention.

15.2 If, at any time, any provisions of the Articles conflict with any provision of this agreement, the provisions of this agreement shall prevail as between the Shareholders. In such circumstances the Shareholders shall procure that such modifications as are necessary are made to the Articles.

16. Costs

All Costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement, and any documents referred to in it, shall be borne by the party that incurred the Costs.

17. Entire Agreement

17.1 This Agreement and the documents and agreements referred to in it set out the entire agreement and understanding between the parties with respect to the subject matter of it.

17.2 No party has relied on or has been induced to enter into this Agreement in reliance on any representation, warranty or undertaking which is not expressly set out or referred to in this Agreement.

17.3 No provision of this Agreement excludes liability for fraud including without limitation, fraudulent misrepresentation.

18. Amendments

18.1 Any variation of this Agreement (or of any of the documents referred to in it) shall be valid and effective and binding upon all parties hereto (including any that have not explicitly agreed to it) if it is in writing and it is approved by Investor Consent. Any variation which has been approved as provided in this clause shall be binding upon each party whether or not that party has agreed to it.

18.2 No variation of this Agreement shall take effect to the extent that the implementation of such variation would render any of the parties hereto in breach of any of the Financing Documents.

19. Severability

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the effective provisions shall continue to be valid.

20. No Rights of Third Parties

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

21. Governing law, jurisdiction

22. Notices and service

22.1 Any notice to be given by one party to the other under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by email to the address set out in clause 22.2, or delivering it by hand, or sending it by pre-paid recorded delivery, special delivery or registered post, to the address set out in clause 22.3 and in each case marked for the attention of the relevant party. Any notice so served by hand, e-mail, fax or post shall be deemed to have been duly given:

- in the case of delivery by hand, when delivered;
- in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt;
- in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting

provided that in each case where delivery by hand or by fax occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

22.2 The addresses of the parties for the purpose of clause 22.1 are as follows:

Company

Address:

E-mail:

For the attention of:

Investor

Address:

E-mail:

For the attention of:

Managers

Please refer to the names and addresses under Part 1 of Schedule 1.

22.3 A party may notify the other party to this Agreement/ of a change to its name, relevant addressee, address or fax number for the purposes of this clause, provided that, such notice shall only be effective on:

1. the date specified in the notice as the date on which the change is to take place; or
2. if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date following five Business Days after notice of any change has been given.

22.4 All notices under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

22.5 Service of any legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to the party to be served at its principal place of business as specified in this Agreement, or to such other address as may from time to time be notified in writing by the party concerned.

As witness this Agreement has been signed by the duly authorised representatives of the parties the day and year above written.

[Signatures of Managers]

APPENDIX 1 Interpretation

1.1 In this Agreement, the following expressions shall have the following meanings:

“Articles” the new articles of association of the Company in the agreed form to be adopted by the Company on or prior to Completion.

“Board” the board of directors of the Company as constituted from time to time.

“Business Day” a day (other than a Saturday, Sunday or public holiday) when clearing banks in the are open for the transaction of normal banking business.

“Completion” completion by the parties of their respective obligations under clause 3.

“Completion Date” the date of Completion.

“Costs” any liabilities, losses, damages, awards, costs (including legal fees), claims and expenses.

“Deed of Adherence” the deed of adherence in the form set out in Schedule 4.

“Employee Share Option Plan” any employee share option plan adopted by the Company.

“Encumbrance” any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity claim, right of preemption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected) other than liens arising by operation of law.

“Managers” the persons listed in column 1 of Part 1 of Schedule 1.

“Group” collectively the Company and the Subsidiary (and “Group Company” shall be construed accordingly).

“Independent Expert” has the meaning given in the Articles.

“Intellectual Property” patents, rights to inventions, utility models, copyright, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Investor Consent” the prior written consent of the Investor.

“Investor Shares” the new Ordinary Shares at a price of per Investor Share to be subscribed by the Investor pursuant to clause 2.1 following the Investor’s aggregate investment. The Investor Shares represent 6% of the issued share capital of the Company immediately following the investment.

“Investor” refers to those set out at Part 2 of Schedule 1.

“New Securities” has the meaning given in clause 9.2.

“Ordinary Shares” the each in the capital of the Company, which have the rights set out in the Articles.

“Permitted Transferee” has the meaning given in the Articles.

“Relevant Area” refers to .

“Resolutions” the resolutions, in the agreed form, to be passed by the Company by shareholders' written resolution.

“Restricted Period” means the period of 12 months immediately following the cessation of a Manager working full-time in the business of the Company (whether or not he still remains as a director or shareholder of the Company).

“Shareholders” a holder of shares in the Company from time to time, including any person who is (or becomes) a party to this agreement by executing a Deed of Adherence.

“Subsidiary” The subsidiary of the Company named in Schedule 2 Part 2

“Undervalue Funding Round” has the meaning given in clause 9.2.

“Warrantors” the Company and the Managers.

1.1 The headings in this Agreement do not affect its interpretation.

1.2 A reference to a document in this Agreement in the agreed form is to a document agreed by the initial parties and initialled by them or on their behalf for identification purposes.

1.3 References in this Agreement to statutory provisions shall (where the context so admits and unless otherwise expressly provided) be construed as references to those provisions as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of this Agreement).

1.4 In this Agreement:

(a) where a term is stated to have the meaning ascribed to it in the Articles, the reference shall be to the Articles as amended from time to time in accordance with the terms of this Agreement; words denoting the singular shall include the plural and vice versa;

(b) words denoting one gender shall include each gender and all genders;

(c) references to persons shall be deemed to include references to natural persons, to firms, to partnerships, to bodies corporate, to associations, to organisations and to trusts (in each case whether or not having separate legal personality), but references to individuals shall be deemed to be references to natural persons only;

(d) references to clauses and schedules are references to clauses and schedules of this Agreement;

(e) references to paragraphs are, unless otherwise expressly provided, references to paragraphs of the schedule in which the references appear;

(f) references to the parties include their respective successors in title, permitted assignees, estates and legal personal representatives;

(g) words defined in the Articles but not herein defined shall have the same meaning as in the Articles;

(h) where the word including is used it shall be deemed to read "including without limitation".

1.5 The schedules shall be deemed to be incorporated in this Agreement.

1.6 Unless otherwise expressly provided, all representations, warranties, indemnities, covenants, agreements, undertakings and obligations made or given or entered into by more than one person in this Agreement are made or given or entered into severally and not jointly.

1.7 Expressions in this Agreement that are appropriate to companies shall be construed, in relation to an undertaking that is not a company, as references to the corresponding persons, officers, documents or organs, as the case may be, appropriate to undertakings of that nature.

Schedule 1

Part 1 - The Managers

Part 2 – The Investor

Name of Investor

Address of Investor

Part 3 – The Other Shareholders

Schedule 2

Part 1 - The Company

Date of Incorporation:

Registered Number:

Registered Office:

Authorised Share Capital:

- Ordinary Shares of each
- Preference Shares of each

Issued Share Capital:

- Ordinary Shares of each
- Preference Shares of each

Shareholders:

Directors:

Secretary:

Auditors:

Accounting Reference Date:

Details of any loans/indebtedness

Details of any charges

Part 2 – The Subsidiary

Date of Incorporation:

Registered Number:

Registered Office:

Authorised Share Capital: · Ordinary Shares of each
 · Preference Shares of each

Issued Share Capital: · Ordinary Shares of each
 · Preference Shares of each

Shareholders:

Directors:

Secretary:

Auditors:

Accounting Reference Date:

Details of any loans/indebtedness

Details of any charges

Schedule 3

Reserved matters - matters requiring Investor Consent

1. Any material change in the nature of its business.
2. Any amendment to the Articles of the Company.

3. Any variation of class rights of any class of share in the issued share capital of the Company.
4. The issue of any Ordinary Shares or other securities to any person including, for the avoidance of doubt pursuant to an Employee Share Option Plan.
5. The incorporation or establishment of any subsidiary or associated company.
6. Any expansion, development or evolution of its business otherwise than through the Company.
7. The acquisition of the whole or any significant part of a business or undertaking or any shares, debentures, loan stock or other securities or interest in any company, partnership or other body.
8. The entry into any transaction, arrangement or agreement with or for the benefit of any Shareholder or with a connected person of any of them, save for any matters required pursuant to clause 10.
9. The commencement of any litigation or other legal proceedings (other than actions to recover debts in the ordinary course of business).
10. Incurring of any indebtedness otherwise than in the ordinary course of business.
11. The recapitalisation, reorganization, merger, sale or transfer of all or substantially all of the Company's assets or business.
12. The passing of any resolution to wind up the Company or enter into any arrangement with its creditors.
13. The sale or transfer of any of the Company's Intellectual Property.
14. The sale, transfer, lease, assignment, grant of any licence in respect of, or otherwise disposal of, the whole or any part of its undertaking, property or other assets (whether by one transaction or a series of transactions whether related or not) or any interest therein other than the sale of current assets in the ordinary course of business.

Schedule 4

Deed of Adherence

THIS DEED is made on by the Transferee/Subscriber*.

This Deed Witnesses as follows:

The Transferor/Subscriber* transferred/subscribed* [.] Ordinary Shares (together, the [Transferred]/[Subscribed] Shares).

2. This deed is entered into in compliance with the terms of clause 9 of an agreement dated made between (1) the Investor, (2) the Managers and (3) the Company (all such terms as are defined therein) (which agreement is herein referred to as the Investment Agreement).

NOW THEREFORE IT IS HEREBY AGREED as follows:

3. The Transferee/ Subscriber* hereby agrees to assume the benefit of the rights of the Transferor under the Investment Agreement in respect of the abovenamed Shares and hereby agrees to assume and assumes the burden of the obligation under the Investment Agreement to be performed after the date hereof in respect of the Shares.

4. The Transferee/ Subscriber* hereby agrees to be bound by the terms of the Investment Agreement in all respects as if the Transferee/ Subscriber* were a party to the Investment Agreement as an Investor (and will be deemed to be designated herein as such) and to perform:

(a) all the obligations of the Transferor in that capacity thereunder; and

(b) all the obligations expressed to be imposed on such a party by the Investment Agreement, to be performed on or after the date hereof.

5. All obligations expressed to be imposed on such a party by the Investment Agreement, to be performed on or after the date hereof.

6. This deed is made for the benefit of:

(a) the parties to the Investment Agreement; and

(b) any other person or persons who may after the date of the Investment Agreement (and whether or not prior to the date hereof) have assumed any rights or obligations under the Investment Agreement and be permitted to do so by the terms hereof; and this deed shall be irrevocable without the consent of the Company acting on their behalf in each case only for so long as they hold any shares in the capital of the Company.

7. For the avoidance of doubt, nothing in this deed shall release the Transferor from any liability in respect of any obligations under the Investment Agreement due to be performed prior to the date hereof.

8. None of the Shareholders:

(a) makes any representation or warranty or assumes any responsibility with respect to the legality, effectiveness, adequacy or enforceability of any of the Investment Agreement (or any agreement entered into pursuant thereto); or

(b) makes any representation or warranty or assumes any responsibility with respect to the content of any information regarding the Company or any member of its group or otherwise relating to the acquisition/ subscription* of shares in the Company; or

(c) assumes any responsibility for the financial condition of the Company or any member of its group or any other party to the Investment Agreement or any other document or for the performance and observance by the Company or any other party to the Investment Agreement or any other document (save as expressly provided therein); and any and all conditions and warranties, whether express or implied by law or otherwise, are excluded.

9. This deed shall be governed by and construed in accordance with the laws of .

IN WITNESS HEREOF this deed of adherence is executed as a deed and delivered on the date first written above.

Transferee/Subscriber*

*Delete where appropriate