Exhibit 4.5  
 WARBURG AFFILIATE AGREEMENT  
  
  
 This Affiliate Agreement (this "Affiliate Agreement") is made and entered  
into as of June 5, 1997 (the "Effective Date") among THE INDUS GROUP, Inc., a  
California corporation ("INDUS"), Newco Group, Inc., a Delaware corporation  
("Newco"), TSW International, Inc., a Georgia corporation ("TSW"), and Warburg,  
Xxxxxx Investors, L.P. ("Stockholder").  
  
 RECITALS  
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 A. This Affiliate Agreement is entered into pursuant to that certain  
Agreement and Plan of Merger and Reorganization dated as of June 5, 1997, as  
such may be amended (the "Plan of Reorganization"), entered into by and among  
INDUS, Newco and TSW. The Plan of Reorganization provides for the formation of  
one California corporation and one Georgia corporation (collectively, the  
"Subs"), as wholly-owned subsidiaries of Newco, and the statutory merger of one  
Sub with and into INDUS (the "INDUS Merger") and the other Sub with and into TSW  
(the "TSW Merger") (collectively, the "Merger"), all pursuant to the terms and  
conditions of the Plan of Reorganization and the Agreements of Merger to be  
entered into between the one Sub and INDUS and the other Sub and TSW  
(collectively, the "Agreements of Merger"). The Plan of Reorganization and the  
Agreements of Merger are collectively referred to herein as the "Merger  
Agreements." Capitalized terms used herein and not defined herein shall have  
the meanings that such terms have in the Plan of Reorganization.  
  
 B. The Merger Agreements provide for the conversion of all of the issued  
and outstanding stock of INDUS and TSW at the Effective Time of the Merger into  
shares of Newco's Common Stock, all as more particularly set forth in the Plan  
of Reorganization.  
  
 C. As a condition to the willingness of INDUS to enter into the Plan of  
Reorganization, INDUS has required that Stockholder agree, and in order to  
induce INDUS to enter into the Plan of Reorganization Stockholder has agreed, to  
enter into this Affiliate Agreement.  
  
 D. Stockholder understands that because (i) the Merger is intended by the  
parties to qualify for "pooling-of-interests" accounting treatment and  
Stockholder may be deemed to be an "affiliate" of TSW within the meaning of the  
Securities Act of 1933, as amended (the "1933 Act"), and (ii) the Merger will be  
treated as a "reorganization" within the meaning of Section 368 of the Internal  
Revenue Code, the shares of TSW Common Stock or TSW Preferred Stock which  
Stockholder owns, any shares of TSW Common Stock or TSW Preferred Stock which  
Stockholder may hereafter acquire, and any shares of Newco Common Stock (the  
"Newco Common Stock") acquired by Stockholder pursuant to the Merger may be  
disposed of only in conformity with the limitations described herein.  
  
   
 NOW, THEREFORE, the parties hereto hereby agree as follows:  
  
SECTION 1. TSW SECURITIES  
  
 Attachment 1 hereto sets forth all shares of TSW capital stock and any  
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other securities of TSW owned by Stockholder, including all securities of TSW as  
to which Stockholder has sole or shared voting or investment power, and all  
rights, options and warrants to acquire shares of capital stock or other  
securities of TSW granted to or held by Stockholder (such shares of TSW capital  
stock, other securities of TSW and rights, options and warrants to acquire  
shares of TSW capital stock and other securities of TSW are hereinafter  
collectively referred to as "TSW Stock"). As used herein, the term "New TSW  
Securities" means, collectively, any and all shares of TSW capital stock, other  
securities of TSW and rights, options and warrants to acquire shares of TSW  
capital stock and other securities of TSW that Stockholder may purchase or  
otherwise acquire any interest in (whether of record or beneficially), on and  
after the Effective Date of this Affiliate Agreement and prior to the Expiration  
Date (as defined below). All New TSW Securities will be subject to the terms of  
this Affiliate Agreement to the same extent and in the same manner as if they  
were TSW Stock. The TSW Stock and the New TSW Securities shall be collectively  
referred to herein as the "TSW Securities". As used herein, the term  
"Expiration Date" means the earliest to occur of (i) the Effective Time of the  
Merger, or (ii) such time as the Plan of Reorganization may be terminated in  
accordance with its terms.  
  
SECTION 2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF STOCKHOLDER  
  
 2.1 Reliance Upon Representations, Warranties and Covenants. Stockholder  
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understands that the representations, warranties and covenants of Stockholder  
set forth herein will be relied upon by INDUS, TSW and Newco and their  
respective counsel and accounting firms and by TSW's stockholders.  
  
 2.2 Representations, Warranties and Covenants of Stockholder. Stockholder  
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represents, warrants and covenants as follows:  
  
 (i) Authority: Affiliate Status. Stockholder has full power and  
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authority to enter into, execute, deliver and perform Stockholder's obligations  
under this Affiliate Agreement and to make the representations, warranties and  
covenants herein contained. Stockholder further understands and agrees that  
Stockholder may be deemed to be an "affiliate" of TSW within the meaning of the  
1933 Act and, in particular, Rule 145 promulgated under the 1933 Act ("Rule  
145").  
  
 (ii) TSW Securities Owned. Except as otherwise disclosed in the TSW  
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Disclosure Letter, at the date hereof, all the TSW Stock owned by Stockholder  
are, and at all times until and through the Expiration Date all the TSW  
Securities owned by Stockholder will be, free and clear of any rights of first  
refusal, co-sale rights, security interests, liens, pledges, claims, options,  
charges or other encumbrances.  
  
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 (iii) Transfer Restrictions on TSW Securities. Stockholder agrees with  
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INDUS not to sell, transfer, encumber or dispose of, or offer to sell, transfer,  
encumber or dispose of any TSW Securities until the Expiration Date, and at such  
time, only as agreed pursuant to the terms hereof.  
  
 (iv) Waivers. Except as granted, created or contemplated by the Plan  
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of Reorganization, Stockholder hereby waives, effective as of the Effective  
Time, any liquidation, redemption, antidilution, registration rights,  
information rights, preemptive rights, priority rights, rights or first refusal,  
co-sale or other similar rights under the terms of the Articles of Incorporation  
or Bylaws of TSW or any agreement with TSW or its security holders in effect  
immediately prior to the Effective Time.  
  
 (v) Further Assurances. Stockholder agrees to execute and deliver  
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any additional documents reasonably necessary or desirable, in the opinion of  
INDUS or TSW, to carry out the purposes and intent of this Affiliate Agreement.  
  
 (vi) Transfer Restrictions on Merger Securities. As used herein, the  
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term "Merger Securities" means, collectively, all shares of Newco Common Stock  
that are or may be issued by Newco in connection with the Merger or the  
transactions contemplated by the Merger Agreements, or to any former holder of  
TSW options, warrants or rights to acquire shares of TSW Common Stock, and any  
securities that may be paid as a dividend or otherwise distributed thereon or  
with respect thereto or issued or delivered in exchange or substitution therefor  
or upon conversion thereof. Stockholder agrees not to sell, transfer, exchange,  
pledge, or otherwise dispose of, or make any offer or agreement relating to, any  
of the Merger Securities and/or any option, right or other interest with respect  
to any Merger Securities that Stockholder may acquire, unless: (i) such sale,  
transfer, exchange, pledge or disposition is permitted pursuant to Rule  
145(d)(3) under the Securities Act (as contemplated by Section 3 hereof) and  
Newco's accountants have advised such Stockholder in writing that such sale,  
transfer, exchange, pledge or disposition would not preclude pooling of  
interests accounting treatment of the Merger; (ii) Newco's legal counsel or  
legal counsel representing Stockholder, which counsel is reasonably satisfactory  
to Newco, shall have advised Newco in a written opinion letter reasonably  
satisfactory to Newco and Newco's legal counsel, and upon which Newco and its  
legal counsel may rely, that no registration under the 1933 Act would be  
required in connection with the proposed sale, transfer, exchange, pledge or  
other disposition of Merger Securities by Stockholder, or (iii) a registration  
statement under the 1933 Act covering the Merger Securities proposed to be sold,  
transferred, exchanged, pledged or otherwise disposed of, describing the manner  
and terms of the proposed sale, transfer, exchange, pledge or other disposition,  
and containing a current prospectus, shall have been filed with the Securities  
and Exchange Commission ("SEC ") and been declared effective by the SEC under  
the 1933 Act; or (iii) an authorized representative of the SEC shall have  
rendered written advice to Stockholder (sought by Stockholder or counsel to  
Stockholder, with a copy thereof and all other related communications delivered  
to Newco and its legal counsel) to the effect that the SEC would take no action,  
or that the staff of the SEC would not recommend that the SEC take action, with  
respect to the proposed disposition of Merger Securities, if consummated.  
Nothing herein imposes upon Newco any obligation to register any Merger  
Securities under the 1933 Act.  
  
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 (vii) Pooling Lock-Up. Notwithstanding any other provision of this  
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Affiliate Agreement to the contrary, from and after the date of this Agreement,  
Stockholder will not further sell, transfer, exchange, pledge or otherwise  
dispose of, or in any other way reduce Stockholder's risk of ownership or  
investment in, or make any offer or agreement relating to any of the foregoing  
with respect to any TSW Securities or any rights, options or warrants to  
purchase TSW Securities or any Merger Securities or other securities of Newco  
during the time period (the "Lock-Up Period ") beginning thirty (30) days  
immediately preceding the Effective Time and ending at such time after the  
Effective Time as Newco has publicly released the combined financial results of  
Newco, INDUS and TSW for a period of at least thirty (30) days of combined  
operations of Newco, INDUS and TSW after the Effective Time of the Merger.  
Newco agrees to publish such financial results expeditiously in a manner  
consistent with INDUS' prior practices. Notwithstanding the foregoing, Newco  
agrees that any "affiliates" of TSW within the meaning of Rule 145 will be  
allowed as a group to sell up to an aggregate of 1% of TSW Stock under the "de  
minimis" exceptions to the pooling of interest requirements, with each  
transaction to be approved in advance by Newco's auditors.  
  
 (viii) Intent. Stockholder does not now have, and as of the Effective  
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Time of the Merger will not have, any present plan or intention to engage in a  
further sale, exchange, transfer, distribution, pledge, disposition or any other  
transaction which would result in a direct or indirect disposition or an equity  
swap or other risk diminishing transaction (a "Sale") of more than fifty percent  
(50%) of the Newco Common Stock (or other Merger Securities) that Stockholder  
may acquire in connection with the Merger, or any securities that may be paid as  
a dividend or otherwise distributed thereon or with respect thereto or issued or  
delivered in exchange or substitution therefor or upon conversion thereof  
("Derivative Securities"). Stockholder is not aware of, nor is Stockholder  
participating in, any plan on the part of TSW stockholders to engage in Sales of  
Newco Common Stock (or other Merger Securities) to be issued in the Merger such  
that the aggregate fair market value, as of the Effective Time of the Merger of  
the shares subject to such Sales would exceed fifty percent (50%) of the  
aggregate fair market value of all shares of outstanding TSW Securities  
immediately prior to the Merger. For purposes of this representation, TSW  
Securities (or any portion thereof) (i) with respect to which a TSW stockholder  
receives consideration in the Merger other than Newco Common Stock (including,  
without limitation, cash received in lieu of fractional shares) and/or (ii) with  
respect to which a Sale occurs during the period beginning with the commencement  
of negotiations (whether formal or informal) between INDUS and TSW regarding the  
Merger and ending on the Effective Time of the Merger (the "Pre-Merger Period"),  
shall be considered shares of outstanding TSW Common Stock exchanged for Newco  
Common Stock received in the Merger and then disposed of pursuant to any plan on  
the part of TSW stockholders.  
  
 (ix) Warburg Lock-up. Notwithstanding any other provision of this  
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Affiliate Agreement to the contrary, from and after the date of this Agreement,  
Stockholder will not further sell, transfer, exchange, pledge or otherwise  
dispose of, or in any other way reduce Stockholder's risk of ownership or  
investment in, or make any offer or agreement relating to any of the foregoing  
with respect to any TSW Securities or any rights, options or warrants to  
purchase TSW Securities or any Merger Securities or other securities of Newco  
during the time period (the "Warburg Lock-up Period") beginning the date hereof  
and ending six months after the Effective Time.  
  
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SECTION 3. RESTRICTIONS ON RESALES  
  
 Stockholder understands that, in addition to the restrictions imposed under  
Section 2 of this Affiliate Agreement, the provisions of Rule 145 currently  
limit Stockholder's public resales of Merger Securities, in the manner set forth  
in subsections (i), (ii) and (iii) below, until such time as Stockholder has  
beneficially owned, within the meaning of Rule 144(d) under the 1933 Act, the  
Merger Securities for a period of at least one (1) year (or in some cases two  
(2) years) after the Effective Time of the Merger, and thereafter if and for so  
long as Stockholder is an affiliate of Newco:  
  
 (i) 145(d)(1). Unless and until the restriction "cut-off'  
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provisions of Rule 145(d)(2) or Rule 145(d)(3) set forth below become available,  
public resales of Merger Securities may be made by Stockholder only in  
compliance with the requirements of Rule 145(d)(1). Rule 145(d)(1) permits such  
resales only: (i) if Newco meets the public information requirements of Rule  
144(c); (ii) in brokers' transactions or in transactions with a market maker;  
and (iii) where the aggregate number of Merger Securities sold at any time  
together with all sales of restricted Newco Common Stock sold by or for  
Stockholder's account during the preceding three-month period does not exceed  
the greater of: (A) one percent (1%) of the shares of Newco Common Stock  
outstanding as shown by the most recent report or statement published by Newco;  
or (B) the average weekly volume of trading in Newco Common Stock on all  
national securities exchanges, or reported through the automated quotation  
system of a registered securities association, during the four calendar weeks  
preceding the date of receipt of the order to execute the sale.  
  
 (ii) 145(d)(2). Stockholder may make unrestricted resales of Merger  
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Securities pursuant to Rule 145(d)(2) if: (i) Stockholder has beneficially owned  
(within the meaning of Rule 144(d) under the 0000 Xxx) the Merger Securities for  
at least one (1) year after the Effective Time of the Merger; (ii) Stockholder  
is not an affiliate of Newco; and (iii) Newco meets the public information  
requirements of Rule 144(c).  
  
 (iii) 145(d)(3). Stockholder may make unrestricted resales of Merger  
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Securities pursuant to Rule 145(d)(3) if Stockholder has beneficially owned  
(within the meaning of Rule 144(d) under the 0000 Xxx) the Merger Securities for  
at least two (2) years after the Effective Time of the Merger and is not, and  
has not been for at least three (3) months, an affiliate of Newco.  
  
 INDUS and Newco each acknowledge that the provisions of Section 2.2(vi) of  
this Affiliate Agreement will be satisfied as to any sale by the undersigned of  
the Merger Securities pursuant to Rule 145(d), by a broker's letter and a letter  
from Stockholder with respect to that sale stating either that (i) each of the  
above-described requirements of Rule 145(d)(1) has been met or (ii) are  
inapplicable by virtue of Rule 145(d)(2) or Rule 145(d)(3) and each of the  
above-described requirements of Rule 145(d)(2) or (d)(3) (as applicable) have  
been met; provided that in each case Newco has no reasonable basis to believe  
such sales were not made in compliance with such provisions of Rule 145(d).  
  
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SECTION 4. LEGENDS  
  
 Stockholder also understands and agrees that stop transfer instructions  
will be given to Newco's transfer agent with respect to certificates evidencing  
the Merger Securities to enforce (i) Stockholder's compliance with Stockholder's  
representations in Subsection 2.2(vii) and (ix), (ii) Stockholders' agreements  
in Section 3, and (iii) Stockholder's compliance with applicable securities laws  
regarding the Merger Securities, and that there will be placed on the  
certificates evidencing such Merger Securities such legends as Newco or its  
counsel may reasonably require, including without limitation, a legend providing  
substantially as follows:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD,  
 PLEDGED, EXCHANGED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN  
 ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITIES ACT OF 1933. AS  
 AMENDED, ANY APPLICABLE STATE SECURITIES LAWS, AND THE OTHER CONDITIONS  
 SPECIFIED IN THAT CERTAIN AFFILIATE AGREEMENT DATED AS OF JUNE 5, 1997  
 AMONG THE INDUS GROUP, INC., NEWCO GROUP, INC., TSW INTERNATIONAL, INC. AND  
 THE HOLDER OF SUCH SHARES, A COPY OF WHICH MAY BE INSPECTED BY THE HOLDER  
 OF THIS CERTIFICATE AT THE OFFICES OF NEWCO. NEWCO WILL FURNISH, WITHOUT  
 CHARGE, A COPY THEREOF TO THE HOLDER OF THIS CERTIFICATE, UPON WRITTEN  
 REQUEST THEREFOR."  
  
SECTION 5. MISCELLANEOUS  
  
 5.1 Notices. Any notice or other communication required or permitted to  
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be given under this Affiliate Agreement will be in writing, will be delivered  
personally, by telecopier (with a hard copy also mailed), or by registered or  
certified mail, postage prepaid and will be deemed given upon delivery, if  
delivered personally, one business day after transmission by telecopier with  
confirmation of receipt, or three (3) days after deposit in the mails, if  
mailed, to the following addresses:  
  
 (i) If to INDUS or to Newco:  
  
 THE INDUS GROUP, Inc.  
 00 Xxxxx Xxxxxx  
 Xxx Xxxxxxxxx, XX 00000  
 Attn: Chief Financial Officer  
   
  
 With a copy to:  
  
 Xxxxxx Xxxxxxx Xxxxxxxx & Xxxxxx  
 000 Xxxx Xxxx Xxxx  
 Xxxx Xxxx, Xxxxxxxxxx 00000  
 Attn: Xxxxx X. Xxxxxx, Xx.  
  
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 (ii) If to TSW:  
  
 TSW International, Inc.  
 0000 Xxxxx Xxxxx Xxxxxxx  
 Xxxxxxx, XX 00000  
 Attn: Chief Financial Officer  
  
 With a copy to:  
  
 Wachtell, Lipton, Xxxxx & Xxxx  
 00 X. 00xx Xxxxxx  
 Xxx Xxxx, XX 00000  
 Attn: Xxxxxx Xxxxxxxxxx  
  
 If to Stockholder:  
  
 To the address for notice for such Stockholder set forth on  
 Attachment I hereto, or to such other address as a party may have  
 furnished to the other parties in writing pursuant to this  
 Section 5.1.  
  
 5.2 Termination. This Affiliate Agreement shall be terminated and shall  
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be of no further force and effect upon the termination of the Plan of  
Reorganization pursuant to its terms.  
  
 5.3 Counterparts. This Affiliate Agreement may be executed in any number  
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of counterparts, each of which will be an original as regards any party whose  
signature appears thereon and all of which together will constitute one and the  
same instrument. This Affiliate Agreement will become binding when one or more  
counterparts hereof, individually or taken together, will bear the signatures of  
all parties reflected hereon as signatories.  
  
 5.4 Assignment; Binding Upon Successors and Assigns. Neither party hereto  
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may assign any of its rights or obligations hereunder without the prior written  
consent of the other party hereto. This Affiliate Agreement will be binding upon  
and inure to the benefit of the parties hereto and their respective successors  
and permitted assigns.  
  
 5.5 Waiver and Amendment. The waiver by a party of any breach hereof or  
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default in the performance hereof will not be deemed to constitute a waiver of  
any other default or any succeeding breach or default. This Affiliate Agreement  
may be amended by the parties hereto upon the execution and delivery of a  
written agreement executed by the parties hereto at any time before or after  
approval of the Merger by the TSW stockholders, but, after such approval, no  
amendment will be made which by applicable law requires the further approval of  
the TSW stockholders without obtaining such further approval.  
  
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 5.6 Governing Law. The internal laws of the State of Delaware  
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(irrespective of its choice of law principles) will govern the validity of this  
Affiliate Agreement, the construction of its terms, and the interpretation and  
enforcement of the rights and duties of the parties hereto.  
  
 5.7 Severability. If any term, provision, covenant or restriction of this  
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Affiliate Agreement (or of the Plan of Reorganization) is held by a court of  
competent jurisdiction to be invalid, void or unenforceable, the remainder of  
the terms, provisions, covenants and restrictions of this Affiliate Agreement  
(or of the Plan of Reorganization, as the case may be) will remain in full force  
and effect and will in no way be effected, impaired or invalidated. The parties  
further agree to replace such invalid or unenforceable term with a valid and  
enforceable provision that will achieve, to the greatest extent possible, the  
economic, business and other purposes of the invalid or unenforceable provision.  
  
 5.8 Construction of Agreement. This Affiliate Agreement has been  
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negotiated by the respective parties hereto and their attorneys and the language  
hereof will not be construed for or against either party. A reference to a  
Section will mean a Section in this Affiliate Agreement unless otherwise  
explicitly set forth. The titles and headings herein are for reference purposes  
only and will not in any manner limit the construction of this Affiliate  
Agreement which will be considered as a whole.  
  
 5.9 Attorneys' Fees. Should suit be brought to enforce or interpret any  
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part of this Affiliate Agreement, the prevailing party will be entitled to  
recover as an element of the costs of suit and not as damages, reasonable  
attorneys' fees to be fixed by the court (including without limitation, costs,  
expenses and fees on any appeal). The prevailing party will be entitled to  
recover its costs of suit, regardless of whether such suit proceeds to final  
judgment.  
  
 5.10 Partnership. Newco, INDUS and TSW agree that if Stockholder is a  
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limited partnership, Stockholder's general and limited partners shall in no  
event be liable for any obligations or liabilities of Stockholder under this  
Agreement.  
  
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 IN WITNESS WHEREOF, the parties hereto have executed this Affiliate  
Agreement as of the date first set forth above.  
  
THE INDUS GROUP, INC. TSW INTERNATIONAL, INC.  
a California corporation a Georgia corporation  
  
By: By:  
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Name: Name:  
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Title: Title:  
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NEWCO GROUP, INC. STOCKHOLDER:  
a Delaware corporation  
  
By:  
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Name: Name:  
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Title:  
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 [SIGNATURE PAGE TO WARBURG AFFILIATE AGREEMENT]  
  
   
 ATTACHMENT 1  
  
 TSW STOCK  
  
  
  
Affiliate's Address for Notice:  
  
Class and Number of shares of TSW capital stock  
beneficially owned by the undersigned:  
  
  
  
Number of options, warrants or other convertible  
securities convertible into TSW capital stock  
beneficially owned by the undersigned: