

**HOLA TAXI Ireland Limited**

**AGREEMENT**

for subscription for shares

in

**HOLA TAXI Ireland Limited**

THIS AGREEMENT is made between

1. The Parties ("the Subscribers"): Refers to individuals or entities subscribing to the Company's shares.
2. The Parties (together, "the Existing Shareholders"): Refers to individuals or entities that currently hold shares in the Company. and
3. **HOLA TAXI Ireland Limited** was incorporated in Ireland on 15th October 2024 under Company Registration Number 773847, with its registered office at Mespil Business Centre, Sussex Terrace, Dublin 4, Ireland. ("the Company")

RECITALS:

- A. The Company was incorporated in Ireland on the 15th October 2024 under Company Registration Number 773847 and at the date hereof has an authorised share capital of EUR 20,000 divided into 150,000,000 "A" Ordinary Shares of EUR 0.0001 each of which 80,000,000 "A" Ordinary Shares of EUR 0.0001 each have been issued to "Sardar Kamaldeep Singh Gill" and 50,000,000 "B" Ordinary Shares of EUR 0.0001 each of which Zero "B" Ordinary Shares of EUR 0.0001 each have been issued.
- B. A copy of an Shareholder Register is attached at the end of this agreement.

**IT IS HEREBY AGREED** by and between the parties hereto as follows:

**CLAUSE 1 - PRELIMINARY**

**1.1 Definitions:**

In this Agreement and in the Schedules unless the context otherwise requires:

"the 2014 Act" means the Companies Act, 2014;

""A" Ordinary Shares" means shares in the Capital of the Company carrying one vote and one unit of participation in the net distributable profits of the Company each per share and "A" Ordinary Shareholder shall mean the holder of "A" Ordinary Shares;

""B" Ordinary Shares" means shares in the Capital of the Company carrying no voting rights and one unit of participation in the net distributable profits of the Company each per share and "B" Ordinary Shareholder shall mean the holder of "B" Ordinary Shares;

"Agreement" means this agreement as the same may be amended supplemented or varied from time to time and includes any agreement of adherence;

"the Amended Memorandum and Articles of Association" means the Memorandum and Articles of Association of the Company as amended pursuant to Clause 4 and in the form set out in the Fourth Schedule;

"the Auditors" means such firm of auditors as may be appointed from time to time by the Board and approved by the Shareholders at the next following General Meeting of the Company ;

"the Board" means the board of Directors of the Company;

"the Bonus Option Shares" means 15,000,000 "A" Ordinary Shares and 15,000,000 "B" Ordinary Shares in the capital of the Company. The "A" Shares will be issued by the Company to directors or third parties in recognition of efforts by those directors or third parties in the development of the Business, the issue of which said shares shall be at the sole option;

Of the "A" Shares 15,000,000 will be issued by the Company to directors or third parties in recognition of efforts by those directors or third parties in the development of the Business; The 15,000,000 "B" Shares will be issued by the Company to employees and drivers (Independent) in recognition of efforts by those employees and drivers (Independent) in the development of the Business, the issue of which said shares shall be at the sole option and under the sole control of the Board of Directors;

"the Business" means HOLA Taxi Ireland Limited is a mobility service provider operating in Ireland, offering a comprehensive platform for booking taxis and other transportation options.

"the Business Plan" means the plan for the Business contained in the Third Schedule;

"the Capital of the Company" means the share capital of the Company;

"[NAME OF A SHAREHOLDER]" means [NAME OF A SHAREHOLDER] of [ADDRESS OF A SHAREHOLDER]

"[NAME OF B SHAREHOLDER]" means [NAME OF B SHAREHOLDER] of [ADDRESS OF B SHAREHOLDER]

"the Company" means the company referred to HOLA TAXI Ireland Limited;

"the Company's Solicitors" means a solicitor firm appointed from time to time

by the Board and subsequently approved by the Shareholders at the next General Meeting of the Company;

"Completion" means completion of the subscription for the Subscription Shares pursuant to clause 3;

"the Directors" means the present directors of the Company listed in the First Part of the Second Schedule and "the New Directors" means the persons to be appointed additional directors of the Company named in Second Part of the Second Schedule;

"the Existing Shareholders" means the parties named in Column 1 of the First Part of the First Schedule;

"Ireland" means Ireland excluding Northern Ireland;

"the Managing Director" means "Sardar Kamaldeep Singh Gill"

"EUR" and the sign "€" mean the currency of Ireland;

"the Shareholders" means the Existing Shareholders and the Subscribers;

"Subscriber" means the parties to this Agreement listed in Column 1 of the Second Part of the First Schedule and includes where appropriate some or all of the Existing Shareholders;

"the Subscription Amount" means the aggregate amount which a Subscriber shall commit for capital in the Company as entered opposite his/her name in Column 2 of the Second Part of the First Schedule

"the Subscription Shares" means the respective amounts of "A" Ordinary Shares of EUR [] each (where appropriate) and "B" Ordinary Shares of EUR[] each (where appropriate) in the Capital of the Company as entered opposite each Subscriber's name in Column 3 of the Second Part of the First Schedule;

## 1.2 Interpretation:

- 1.2.1 Save as otherwise provided herein, references to clauses, paragraphs and Schedules are to those contained in this Agreement.
- 1.2.2 The Schedules form an integral part of this Agreement and reference to this Agreement includes reference thereto.
- 1.2.3 Headings are inserted for convenience only and do not affect the construction of this Agreement.

- 1.2.4 Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations.
  - 1.2.5 Reference in this Agreement to writing or similar expressions includes where the context so admits transmission by telecopier, e-mail or comparable means of communication.
  - 1.2.6 Unless the context otherwise requires, a word or phrase defined or referred to in the 2014 Act shall have the meaning ascribed to it therein.
  - 1.2.7 Unless the contrary is clearly stated, references to Acts, statutory instruments and other legislation are to legislation operative in Ireland and to such legislation amended, extended or re-enacted (whether before or after the date hereof) from time to time, and include any legislation of which it is a re-enactment (whether with or without modification) and also include any subordinate legislation made from time to time under that legislation.
  - 1.2.8 Reference to any document includes that document as amended or supplemented from time to time.
- 2.2.9 A document is in "the agreed form" if it is in the form of a draft agreed between and initialled by or on behalf of the parties hereto on or before the date hereof.
  - 2.2.10 All references in this Agreement to costs, charges or expenses include any value added tax or similar tax charged or chargeable in respect thereof.
  - 2.2.11 All warranties, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally.
  - 2.2.12 Where a Shareholder is a body corporate, any change in the beneficial ownership of the said body corporate shall be immediately notified to the company executive management and in the event that the company executive management shall notify such corporate Shareholder that the change of ownership in the said body corporate is unacceptable to the company executive management as being contrary to the best interests of the Company, then such corporate Shareholder shall be deemed to have served a Transfer Notice pursuant to Clause 9.1(a) below in respect of all Shares held by it in the Capital of the Company and the provisions of Clause 9 shall apply.

## **CLAUSE 2 - SUBSCRIPTION FOR SHARES**

- 2.1 Subject to the terms of this Agreement, each of the Subscribers shall in reliance on the provisions of this Agreement, subscribe their respective Subscription Amount for their respective Subscription Shares.
- 2.2 Each of the Subscribers warrants to the Existing Shareholders and the Company that their respective Subscription Amounts do not originate in a country or countries in respect of which the Minister for Finance has made an order or orders pursuant to the provisions of Section 4 of the Financial Transfers Act, 1992.

## **CLAUSE 3 - COMPLETION AND CONDITIONS**

- 3.1 Completion: Subject to the provisions of this clause 3 and clause 4, Completion shall take place at the Company's office on the date specified in the signed contract, upon the issuance of the share certificate. A copy of this contract will be emailed to the subscribing shareholder.
- 3.2 Actions at Completion: Upon Completion:-
  - 3.2.1 each of the Subscribers shall have paid their respective Subscription Amount to the Company;
  - 3.2.2 the Company shall issue the respective Subscription Shares to the respective Subscribers (and the appropriate Share Certificate in respect of same);
  - 3.2.3 the Directors of the Company shall cause the New Director(s) to be validly appointed as Directors of the Company;
  - 3.2.4 the Existing Shareholders, the Subscribers and the Company shall pass all resolutions necessary to give effect to the scheme for the issue of the Bonus Option Shares;

## **CLAUSE 4 - COMMITMENTS OF SHAREHOLDERS.**

- 4.1 As soon as practical after executing this Agreement, the Shareholders shall, so far as they are able either alone or in conjunction with each other, take or procure the taking of the following steps:
  - 4.1.1 the amendment of the Memorandum and Articles of Association of the Company in the form of the Amended Memorandum and Articles of Association of the Company;

- 4.1.2 the ratification of the Auditors as auditors of the Company;
- 4.1.3 the ratification of "Sardar Kamaldeep Singh Gill" as Managing Director of the Company;
- 4.1.4 procure that the Company shall effect Keyman Assurance Cover on the life of the key directors for the sum of up to EUR 600 per month and take all steps to procure that said cover shall remain in force for a period of 6 years from the date of this Agreement and that the premium in respect of such insurance be funded and discharged by the Company
- 4.1.5 not to do any act matter or thing or cause any act matter or thing to be done which would prevent the issue in due course of the Bonus Option Shares.

#### **CLAUSE 5 - APPOINTMENT OF DIRECTORS**

- 5.1 The maximum number of Directors holding office at any one time shall be Ten unless otherwise agreed in writing by the Shareholders.
- 5.2 The minimum number of Directors holding office at any one time shall be Three, i.e. appointed by the majority of THE A SHAREHOLDERS in the manner hereinafter prescribed.
- 5.3 THE A SHAREHOLDER shall be entitled to appoint up to Ten directors to hold office at any one time. THE A SHAREHOLDER may in the same way dismiss a director appointed by them and appoint another person in the place of the director so removed.
- 5.4 Directors of the Company shall not be entitled to be paid an annual fee for attending Board Meetings.
- 5.5 Directors howsoever appointed pursuant to the provisions of this Clause 5 or otherwise shall hold office for one year only from the date of such appointment and thereafter shall retire but shall be eligible for re-nomination in accordance with the provisions of this Clause 5.
- 5.6 Majority of THE A SHAREHOLDER shall appoint the Managing Director of the Company.
- 5.7 The quorum for a meeting of Directors shall be three Directors of whom one shall be the Managing Director. If however within half an hour from the time appointed for the meeting of Directors a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and

place, or to such other day and to such other time and place as the Managing Director (or in default of his decision, the Company Secretary) may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any two Directors, (provided that one of those Directors is the Managing Director) shall be a quorum.

- 5.8 Subject to the rights of the A Shareholders, each of the parties hereto hereby undertakes and covenants with the other parties hereto respectively that for so long as he she or it remains a member of the Company:-
- (a) he, she or it shall as and when called upon by any of the other parties hereto so to do from time to time cause a nominee of such party to be appointed a Director of the Company and to be replaced by another nominee of such party and he, she or it will not cast his, her or its votes or exercise any other rights (including any rights as a Director) to prevent the appointment of or for the removal of such nominee from office as a Director of the Company except when called upon so to do by the party hereto who nominated such nominee;
  - (b) if at any general meeting of the Company any nominee of the other parties hereto retires from office as a Director of the Company he, she or it will cast his, her or its votes as a member of the Company in favour of the re-election of such nominee as a Director of the Company unless called upon by the party hereto who nominated such nominee to do otherwise;
  - (c) the provisions of this clause may not be varied at any time save by the unanimous agreement of all parties hereto.
- 5.9 The Chairman of the Company shall not have a casting vote.
- 5.10 The appointment of a person as an alternate director shall be subject to the approval of the A Shareholder. No vote cast by an alternate not so approved shall be counted or have any force or effect. An alternate Director shall cease to be an alternate Director on the happening of any event on which, if he were a Director he would be liable to vacate his office under this Agreement. The remuneration of an alternate Director shall be discharged by the person appointing him/her.
- 5.11 The Board of Directors of the Company may, with the consent of the A Shareholder, co-opt other person or persons to be additional Directors of the Company. The appointment of such additional directors shall be ratified at the next General Meeting of Shareholders without however affecting in any manner the powers, duties and authority of such directors pending such ratification.

5.12 For the purposes of this Agreement, the contemporaneous linking together by telephone or other means of audio communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors and all the provisions of this Agreement as to the meetings of Directors shall apply to such meetings. Each of the Directors taking part in the meeting must be able to hear each of the other Directors taking part. At the commencement of the meeting, each Director must acknowledge his presence and that he accepts that the conversation shall be deemed to be a meeting of the Directors. A Director may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent or the chairman of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chairman of the meeting to leave the meeting as aforesaid. A minute of the proceedings of such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairman of the meeting. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.

## **CLAUSE 6 - CONDUCT OF THE COMPANY'S AFFAIRS**

- 6.1 The Shareholders whilst they remain shareholders shall exercise all rights available to them in relation to the Company and the Company shall do everything necessary to procure that during the term of this Agreement:-
- (a) the business of the Company consists exclusively of the Business and shall not be carried on otherwise than in accordance with the provisions of this Agreement;
  - (b) the Company, on receipt of a request in writing from a Shareholder and subject to the approval of the Managing Director, shall furnish to said Shareholder to such extent and in such form and detail as is reasonable having regard to the resources of the Company and the need to concentrate on the development of the Business particulars of any matters concerned with or arising out of the activities of the Company.;
  - (c) the Bankers' of the Company are BANK OF IRELAND, 6, 7 LOWER O'CONNELL STREET LOWER, NORTH CITY, DUBLIN, D01 X324 or such other bank operating in Ireland as the Board may nominate from time to time;
  - (d) the registered office of the Company is at Mespil Business Centre,

Sussex Terrace, Dublin, Dublin 4, Ireland or such other address in Ireland as the Board may nominate from time to time;

- (e) all cheques drawn by the Company under 10,000 Euros are signed by any one of the executive directors and cheque drawn for any sum in excess of that amount by two executive directors or one being an executive Director and the other can be a non-executive director;
  - (f) Board Meetings of the Company and each of its Subsidiaries are (unless otherwise agreed) held at regular intervals not exceeding three months by not less than seven days notice in writing accompanied by an Agenda specifying the business to be transacted except that in an emergency written notice need not be given;
  - (g) the business of the Company shall be controlled by the Board and the Company shall not enter into any contract, arrangement or transaction whereby any of its business would be controlled otherwise than by the Board;
  - (h) the financial year of the Company shall end on the first anniversary of the last date of the month on which the Company commences trading as certified by the Auditors unless otherwise agreed by the majority Shareholders; and
  - (i) the Board shall issue of the Bonus Option Shares to such person or persons at such time or times as the "A" Ordinary Shareholder may nominate.
- 6.2 The Shareholders hereby undertake and covenant with each other that they will not do or omit to do any act, matter or thing which would be a breach of the legislation governing the Business or such guidelines or guidance notes that may be issued by the company law or any other entity that regulates the industry in which the company operates.

## **CLAUSE 7 - MATTERS REQUIRING THE CONSENT OF ALL SHAREHOLDERS**

- 7.1 The Shareholders shall exercise all voting rights available to them in relation to the Company so as to procure (insofar as they are able) that the Company shall not without the prior consent of 51% of the holders of "A" Ordinary Shares:-
- (a) make any material alteration to the Business Plan
  - (b) make a loan or advance of any amount or give any guarantee, indemnity, or credit (other than advances in relation to premiums and duty, bank bonds and guarantees, normal trade guarantees,

- indemnities, statutory or regulatory bonds (including such guarantees and bonds as are required by the regulatory body or institution of the country where the Company may carry on the Business), or anything analogous thereto, or trade credit or monies placed with the Company's Bankers);
- (c) sell, transfer, lease, assign or otherwise dispose of a material part of its undertaking property or assets (or any interest in them) or contract to do so otherwise than in the ordinary and proper course of the Business;
  - (d) Otherwise than as provided for in the Business Plan, enter into a contract, arrangement, or commitment involving expenditure on capital account or the realisation of capital assets (other than company cars and premises from which the Company will operate the Business) if the amount or aggregate amount of such expenditure or realisation by the Company exceeds EUR 25,000 in a year, or EUR increased annually by a factor of 10% in any other single calendar year or in relation to any one project. For the purposes of this sub-paragraph, the aggregate amount payable under this Agreement for hire, hire-purchase, or purchase on credit sale or conditional sale terms is to be treated as capital expenditure incurred in the year in which such agreement is entered into;
  - (e) unless required by law, enter into any scheme of arrangement with its creditors or pass any resolution for winding up or to seek or permit the appointment of a Receiver or Examiner.
  - (f) enter into any contract or transaction (whether with any employee, independent contractor or any other person whatsoever) except in the ordinary course of its business and upon an arms length basis or whereby it would receive less than a fair commercial price for any of its products or services or would pay more than a fair commercial price for any goods or services supplied to it (less customary trade discounts and allowances in each case).
  - (g) grant any service contract for a term exceeding fifty-seven calendar months to any of its directors or employees;
  - (h) alter the basis of the accounting principles upon which its accounts have been consistently prepared;
  - (i) pass any resolution amending or altering the Amended Memorandum of Association or the New Articles of Association;
  - (j) change its auditors or the date of the end of its financial year;

- (k) change Dividend Policy as provided for in this Agreement; or
- (l) remove the Managing Director or vary or alter any of the terms of employment of the Managing Director (other than normal increases, incentives and bonuses)

### **CLAUSE 8 - DISPOSAL OR CHARGING OF THE SHARES**

- 8.1 The Shareholders shall not, except in accordance with the provisions of Clause 9 below, create or permit to subsist any pledge, lien, mortgage or charge over or grant any option or other rights over or dispose of any interest in any of the Shares held by him, her or it (otherwise than by a transfer in accordance with the provisions of the Company's Articles of Association or the provisions of this Agreement). For the purposes of this Clause 8 and Clauses 9 and 10 below, the circumstance referred to in Clause 1.2.9 above shall be deemed to be a disposal and the provisions of Clauses 9 and 10 below shall apply in such circumstances.

### **CLAUSE 9 - TRANSFER OF SHARES**

- 9.1 Save as may be provided in Clause 9(5), and/or 9(5) below, if and whenever any party hereto desires to transfer any Shares in the Company held by such party, the following provisions shall apply:-

- (a) such party (hereinafter for convenience referred to as "the Proposing Transferor") shall give notice in writing (hereinafter called "the Transfer Notice") to the other Shareholders in the Company stating the number of Shares which he, she or it desires to transfer, and the price per Share at which he, she or it proposes to transfer such Shares and deposit with the Secretary for the time being of the Company the Share Certificates relating to the Shares the subject matter of the Transfer Notice;
- (b) subject to the provisions of sub-clause (e) below, the other Shareholders shall be entitled by notice in writing given to the Proposing Transferor within a period of thirty days from receipt of the Transfer Notice to purchase from such Proposing Transferor the whole (but not a part only unless agreed to by the Proposing Transferor) of the Shares comprised in the Transfer Notice at the price stated in the Transfer Notice PROVIDED that if by virtue of the provisions of this Clause there shall be more than one other Shareholder as aforesaid then in the case of competition for the Shares comprised in the Transfer Notice they shall be sold under this Sub-Clause to those Shareholders who wish to purchase the same and give notice as aforesaid in proportion as nearly as may be (and without increasing the numbers sold to any Shareholder beyond the number he/she/it wishes to

purchase) to their existing holding of Shares in the Company (disregarding the shareholding of any Shareholders who does not wish to purchase any portion of the Shares referred to in the Transfer Notice) so that in any case not less than the whole of the Shares comprised in the Transfer Notice shall be sold (unless otherwise agreed to by the Proposing Transferor).

- (c) if the other Shareholders shall not elect in accordance with Sub-Clause (b) of this Clause to purchase the whole of the Shares comprised in the Transfer Notice, but elect nonetheless to refer the question of determination of the sale price of such shares for independent determination, then the question of the fair value of such shares shall be referred to the Auditors whose decision as to the fair value of the said Shares comprised in the Transfer Notice shall be final. In valuing the said Shares, the Auditors shall act as experts and not as arbitrators and in reaching such fair value any effect of discounting for minority interests shall be ignored. Within seven days of the date of determination of fair value by the Auditors, the Proposing Transferor shall indicate whether he/she wishes to sell the said Shares for the fair value as determined by the Auditors and within a further period of seven days the other Shareholders shall determine whether they or any one or more of them wish to purchase the said Shares. If the other Shareholders do not elect to purchase the said Shares, then upon the expiration of the aforesaid period of seven days the Proposing Transferor shall (within a further period of three months) be at liberty to dispose of the Shares referred to in the Transfer Notice at a price per share not less than the fair value determined by the Auditors. The costs and expenses of the Auditors in fixing the fair value of the Shares shall be borne by the Proposing Transferor. If the Proposing Transferor elects not to sell to the other Shareholders at the fair value as determined by the Auditor he shall be at liberty within a period of three months from the date of refusal to accept the said fair value to sell the Shares to a third party at a price which is not less than the fair value as determined by the Auditors subject to the provisions of Sub-clause (3) below.
- (d) in the event that all the Shares held by a Shareholder are transferred then the Proposing Transferor shall at the time of the transfer by him/her/it of the said Shares deliver to the Company the written resignations, (executed as Deeds) of all the Directors (if any) appointed by the Proposing Transferor each acknowledging that he has no claim or rights of action against the Company for unfair dismissal, redundancy, compensation, damages or otherwise and releasing any that may exist.
- (e) where "A" Shares are offered for sale by a Proposing Transferor, they

may only be purchased by the holders of "A" Ordinary Shares and "B" Ordinary Shares and in calculating the entitlement of the holders of "A" Ordinary Shares and the holder of "B" Ordinary Shares to purchase the "A" Ordinary Shares offered for sale by the Proposing Transferor.

- (2) With the written consent of all the Shareholders for the time being of the Company, the provisions of this Clause may be waived in whole or in part in any particular case.
- (3) The Directors shall register any Transfer made pursuant to the preceding paragraphs of this Article unless:-
  - (i) Registration thereof would increase the number of members beyond any prescribed limit; or
  - (ii) The transfer relates to Shares on which the Company has a lien (provided that for the avoidance of doubt the Company shall not have a lien on a partly paid Share in respect of any monies unpaid on that Share unless and until a call has been made in respect of such monies unpaid) or;
  - (iii) the Transfer is to an infant, bankrupt or person of unsound mind; or
  - (iv) such Transfer is deemed by the Board not to be in the best interests of the Company.
- (4) The provisions of Clause 8 and this Clause 9 shall not apply to the issue of Bonus Option Shares.
- (5) It is accepted by and between the Shareholders that the persons comprising the "A" SHAREHOLDERS may transfer shares among themselves, i.e. the members of the "A" SHAREHOLDERS, without having to offer them to other "B" Shareholders. Whereas

#### **CLAUSE 10 - BANKRUPTCY OR DEATH OF A SHAREHOLDER**

- (1) The Shareholders agree that if at any time one of them (hereinafter called "the First Shareholder") shall be adjudged bankrupt or make any arrangement or composition with his creditors generally or die, then the other Shareholders (hereinafter called "the Other Shareholders") shall be entitled to serve notice in writing in accordance with the provisions of Sub-Clause (2) below requiring the First Shareholder or his or her Trustee in Bankruptcy or personal representative (as the case may be) to sell free from encumbrances all the Shares in the Company then beneficially owned by or registered in the

name of the First Shareholder.

- (2) A notice to be served by the Other Shareholders under Sub Clause (1) above shall be served:
- (i) if it is to be served on the Trustee in Bankruptcy of the First Shareholder within two months of the adjudication of the First Shareholder as a Bankrupt; or
  - (ii) if it is to be served on the Personal Representatives of the First Shareholder, within two months of the date of death of the First Shareholder
- and for the purposes of this Sub-Clause (2) time shall be deemed to be of the essence.
- (3) In the event of the service by the Other Shareholders of a notice pursuant to Sub-Clause (2) above, the price or fair value payable per Share for the shareholding of the First Shareholder in the capital of the Company shall be calculated by the Auditors in the manner provided for in clause 9(1)(c) above. The fees and expenses of the Auditors shall be payable in full by the Other Shareholders in their respective proportions in which such Shares are purchased.
- (4) If by virtue of the provisions of this Clause there shall be more than one person constituting the purchaser, then in a case of competition for the said Shares of the First Shareholder the said Shares shall be sold to those Shareholders who wish to purchase the same and give notice as aforesaid in proportion (as nearly as may be and without increasing the numbers sold to any Shareholder beyond the number he wishes to purchase) to their existing holdings (at the date of death or adjudication as a bankrupt of the First Shareholder) of Shares in the Company so that in any case not less than the whole of the said Shares of the First Shareholder shall be sold.
- (5) In the event of the service of such Notices aforesaid, such Shares shall be transferred (and all documents required for such transfer(s) shall be duly executed) free from all claims, charges, liens, encumbrances and equities and the purchase price thereof shall be paid within three calendar months from the date of service of such notice.
- (6) If the Other Shareholders shall fail to service a notice in accordance with Sub-Clause (2) above or fail to discharge the purchase price for the Shares as determined by the Auditors, then the First Shareholder's Trustee in Bankruptcy or personal representative (or as the case may be) shall be entitled to be registered as the holder thereof subject to the provisions of Clause 9(3) above.

## **CLAUSE 11 - TRANSFER / TRANSMISSION GENERAL**

- (1) Subject always to the provisions of Clause 9 above, each of the parties hereto hereby undertakes and covenants with each of the other parties hereto respectively that he will procure that the transferee or other successors in title of any Shares in the Company held by him, her or it shall enter into an Agreement in the form specified in the Fifth Schedule hereto with the other parties hereto to the effect that any such transferee or successors in title shall observe and be bound by the agreements, undertakings and covenants herein contained so far as they affect the transferor of such Shares and further to the effect that the transferee or successor in title shall procure an agreement on the part of any transferee or successor in title of any of the said Shares from it in similar terms.

## **CLAUSE 12 - EXERCISE OF VOTING RIGHTS**

- (1) Each Shareholder shall use its reasonable endeavours to ensure that all third parties directly or indirectly under their or its control refrain from acting in a manner which hinders or prevents the Company from carrying on the Business in a proper and reasonable manner and each Shareholder shall procure that its nominated Directors support and implement the proposals of the Board for the proper development of the Business.
- (2) Each Shareholder shall use its reasonable endeavours to ensure that he/she/it refrains from acting in a manner which would hinder or prevent the proper promotion the Business and interests of the Company and its subsidiaries and each Shareholder shall exercise his/her/its voting rights to give effect to the terms of this Agreement.

## **CLAUSE 13 - DURATION AND TERMINATION**

- (1) Subject as provided elsewhere in this Clause this Agreement shall continue in force until terminated in accordance with the provisions of this Clause.
- (2) Subject as provided elsewhere in this Clause, this Agreement shall automatically and absolutely cease and determine on the happening of the following:-
- (a) if all of the Shareholders accept an offer for the purchase of their Shares or
  - (b) the date of commencement of the Company's winding up pursuant to a Creditors Voluntary Winding Up or a Creditors Winding Up; or
  - (c) by a simple majority vote of the Shareholders.
- (2) The termination of this Agreement shall be without prejudice to any rights, which may have accrued hereunder to any party against the other before such

termination. Further, the termination of this Agreement shall not affect the continuance in force after such termination of such provisions as are by their nature capable of enforcement against any party by any other party after the termination of this Agreement. Notwithstanding the termination of this Agreement, the parties shall continue to keep secret and confidential all matters relating to the Business.

- (4) On transferring the entire of the Shares held by him/her/it in the Capital of the Company, a Shareholder shall be released from its his/her/its obligations hereunder but without prejudice to any action or claim in respect of any antecedent breach.

#### **CLAUSE 14 - NON COMPETITION RESTRICTIONS AND NON DISCLOSURE**

- (1) None of the Shareholders shall, whilst it is beneficially interested in any Shares, do or permit any of the following without the prior written consent of the other Shareholders:-
- (a) either solely or jointly with or on behalf of any other person directly or indirectly carry on or be engaged or interested (except as the holder, for investment, of securities dealt in on a recognised stock exchange) and any business competing with the Business;
  - (b) solicit the custom of any person who is or has been at any time whilst it has been interested in any of the Shares a customer of the Business for the purpose of offering to that person goods or services similar to or competing with those of the Business;
  - (c) solicit or entice away from the Company any officer, manager or servant of the Company whether or not such person would commit a breach of his/her contract of employment by reason of leaving service;
  - (d) cause or permit any person directly or indirectly under its control to do any of the acts or things specified above.
- (3) None of the Shareholders shall divulge to any person (other than those whose province it is to know it or with proper authority) or use for any purpose any of the trade secrets or confidential information or any financial or trading information relating to the other Shareholders or the Company which he/she/it acquires as a result of entering into this Agreement or as a result of the negotiations leading to the execution of this Agreement or the Business or the Business Plan. Each of the Shareholders shall endeavour to prevent its employees from doing anything, which, if done by the Shareholder, would be a breach of this Clause. This restriction shall continue to apply after the expiration or termination of this Agreement without limit in point of time but shall cease to apply to secrets or information, which came into the public

domain through no fault of the Shareholder concerned.

- (4) The Shareholders acknowledge and agree that only the Board may make or issue press or other statements in relation to the provisions of this Agreement or the Business.

#### **CLAUSE 15 - DEADLOCK**

- (1) This Clause applies in any case:-
- (a) a material matter relating to this Agreement being considered by a Meeting of the Board;  
and
  - (b) no Resolution has been carried at the meeting in relation to the matter by reason of an equality of votes for and against any proposal for dealing with it;  
and
  - (c) the matter is not resolved within seven days from the date of the meeting as a result of any intervention by the Shareholders or the parties hereto cannot reach agreement in relation to this Agreement on any matter relating to the Business, the licences or the affairs of the Company.
- (2) This Clause also applies if the parties hereto cannot reach agreement in relation to the provisions of this Agreement, their respective rights and entitlements hereunder or any material matter relating to the Business, the finances or the affairs of the Company.
- (3) In any case of deadlock, each of the Shareholders shall, within seven days of the deadlock arising, meet and use the services of a recognised facilitator to resolve the issue in dispute. In the event that the parties cannot agree on such appointment, a facilitator may be appointed by the President for the time being of the Law Society upon the application of any Shareholder. In the event that such facilitator agreed between the parties cannot resolve the issue the subject matter of deadlock, then the Shareholders shall within a further period of seven days cause their appointees on the Board to prepare and circulate to the other Shareholders and other Directors a Memorandum or other form of Statement setting out their interests in relation to the matter in dispute and its reason for adopting that position. Each Memorandum or Statement shall be considered by the Shareholders who shall endeavour to resolve the deadlock. If the Shareholders agree upon a resolution or disposition of the matter, they shall execute a Statement setting out the agreed terms. The Shareholders shall exercise the voting rights and powers available to them in relation to the Company to procure that the agreed terms are fully and promptly carried into effect.

- (4) If the deadlock is not resolved or disposed of in accordance with Clause 15 (3) within thirty days after expiry of the seven-day period, or such longer period as the Shareholders agree in writing, any one or more Shareholders shall be :-
- (a) entitled within thirty days after the date on which the deadlock occurred by notice in writing to the others to require the matter to which the deadlock relates to be referred to an expert for final determination;
  - (b) the said expert shall be such person as shall be appointed in writing by the Shareholders or, failing such appointment within fourteen days after the date of service of the notice referred to in Sub-Clause (a), appointed by the President from time to time of the Institute of Chartered Accountants in Ireland. The expert shall act as an expert and not as an arbitrator and his written determination shall (in the absence of clerical or manifest error appearing within fourteen days of its delivery to the Shareholders) be final and binding on the Shareholders;
  - (c) the Shareholders and the Company shall supply the expert with any information which he may request in connection with his determination;
  - (d) the expert shall give due weight to any written representations put forward by either Shareholder received by him within such time limit as he may determine but the expert need not give any reasons for his decision;
  - (e) the expert shall determine what course of action in all the circumstances it would be appropriate for the Company to take in its best interests. In reaching his determination the expert shall, so far as possible, balance the interests of each Shareholder fairly but he shall not put the interest of any one Shareholder before those of the Company. In giving his decision, the expert shall be entitled to specify any matters which he considers, in his absolute discretion, should be implemented or otherwise transacted in order to give commercial efficacy to his determination. The expert shall give his decision within thirty days of the matter being referred to him;
  - (f) forthwith upon receiving the expert's determination the Shareholders and the Directors shall exercise their powers in relation to the Company to procure that the Company complies with the expert's determination and with any directions contained therein;
  - (g) the fees and expenses of the expert shall be paid by the Shareholders in equal shares unless the expert determines that conduct of either Shareholder is such that it should bear some or all of such fees and

expenses;

- (h) if the expert determines that one Shareholder only has been in material breach of this Agreement, then the provisions of Clause 15(7) and Clause 15(8) shall have effect.
- (5) In no circumstance shall either Shareholder create an "artificial deadlock" and then exercise its rights under this Clause.
- (6) In the event that one of the Shareholders fails to comply with the expert's determination within seven days from the date such determination is given, such failure shall constitute a material breach of the provisions of this Agreement and the provisions of Clauses 15(7) and 15(8) shall apply.
- (7) In the event of the expert making a determination pursuant to the provisions of sub-clause (4)(h) above or in the event that one of the Shareholders fails to comply with the experts determination pursuant to the provisions of sub-clause (6) above the Shareholder so in default ("the Defaulting Shareholder") shall at the sole option of the remaining Shareholders ("the non-Defaulting Shareholders") sell all of his/her/its shares in the Capital Company to the non-Defaulting Shareholders at the fair value as determined in accordance with the formula set out in Clause 9 (1)(c) above and then discounted by the greater of 10% or the cost of the breach or event of default to the Business as determined by the Auditors acting as experts and not as arbitrators.
- (8) For the purposes of this clause, an event of default is committed or suffered by a Shareholder if:
  - (a) he/she or it commits a material breach of his/her or its obligations under this Agreement and in the event of breach capable of remedy, fails to remedy it within 7 days of being specifically required to do so in writing by the other Shareholders or
  - (b) a distress, execution, sequestration or other process is levied or enforced upon or sued out against his, her or its property which is not discharged within 30 days or
  - (c) an encumbrance or takes possession of or receiver or trustee is appointed over the whole or any part of his, her or its undertaking, property or assets.

## CLAUSE 16 – ADDITIONAL CAPITAL

- (1) The Shareholders acknowledge that the Company is actively seeking additional funding in the region of EUR 1,000,000 and that such funding may be sourced from individuals and bodies other than the Existing Shareholders and/or the Subscribers and that the Company may issue shares in respect of such funding. Once this additional funding of EUR 1,000,000 has been obtained thereafter where the Board determines that further finance is

required from the Shareholders, and if a Shareholder fails to contribute his/her /her proportionate share capital within the time specified by the Board of Directors by notice in writing, the Shareholders wishing to subscribe additional capital may do so in the form of share capital. In the event that none of the Shareholders are willing to advance additional capital to the Company in accordance with the provisions of this clause, the Directors may seek subscription from third parties. In the event that such subscription is not available from third parties, the Directors may seek loans from Financial Institutions. It is the overriding intention of the parties that each of the Shareholders shall be invited to subscribe for additional capital in the same proportion as their shareholding in the Company bears to the entire issued Share Capital in the Company.

- (2) It is agreed by and between the parties that nothing contained in clause 10(1) above shall in any manner affect the ability of the Company to issue the Bonus Option Shares.

#### **CLAUSE 17 - DIVIDEND AND DISTRIBUTION POLICY**

- (1) Shareholders shall procure at least 20% of the Company's distributable profits exceeding EUR 500,000 and at least 40% of the Company's distributable profits exceeding EUR 1,000,000 shall be distributed to the Shareholders by way of dividend. In determining the extent of the Company's distributable profits, the Directors will have regard only to the distributable profits of the Company (as defined by the 2014 Act), due provision being made for all regulatory capital/reserves required by any licensing or regulatory body in relation to the Business and the development of the Business in accordance with the provisions of the Business Plan.

#### **CLAUSE 18 - GENERAL**

- (1) No provision of this agreement shall constitute or be deemed to constitute a partnership between the Shareholders and none of them have authority to bind the other in any way.
- (2) All costs, legal fees, registration fees and other expenses incurred in the formation of the Company shall be shared by the Shareholders equally and any other expenses in relation to this transaction shall be borne by the party incurring them.
- (3) This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior statements, representations, agreements and understanding in relation to the subject matter hereof whether between the Shareholders and the Company or their Shareholders inter se.

- (4) Each of the parties hereto shall each respectively use their best endeavours to ensure that the terms of this Agreement are complied with by the Company and its Directors and all other organs of the Company and shall execute and do all such documents, acts and things as may be required in order to give effect to the provisions of this Agreement.
- (5) This Agreement shall inure for the benefit of and be binding upon the respective parties hereto and to their respective personal representatives, successors and permitted transferee (if any) provided that no Shareholder shall transfer any of the Shares until the proposed transferee thereof and each of the parties thereto have entered into an agreement under which the proposed transferee agrees to be bound by the terms of this Agreement including this Clause.
- (6) The rights that each of the parties have under this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party. No waiver by any party in respect of a breach shall operate as a waiver in respect of any subsequent breach.
- (7) This Agreement shall not be varied or cancelled unless the variation or cancellation is agreed in writing by each of the parties hereto.
- (8) The construction, validity and performance of this Agreement shall be governed in all respects by Irish law. The parties hereby submit to the non-exclusive jurisdiction of the Irish Courts.
- (9) If any of the provisions of this Agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, it shall be deemed to be deleted from this Agreement and the remaining provision shall continue to apply. The Shareholders shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision found to be void or unenforceable.
- (10) This agreement supersedes any previous agreement between the parties in relation to the matters in which it deals and represents the entire understanding between the parties in relation to those matters.
- (11) The provision of the Articles of Association for the time being of the Company shall be deemed to be incorporated into and form part of the provisions of this Agreement, but in the event of any ambiguity or conflict arising between the terms of this Agreement and those of the Articles of Association of the Company, the terms of this Agreement shall prevail between the Shareholders.
- (12) Any notice to be given under this Agreement shall be either delivered personally or be sent by fax. The address for personal service of each of the

parties hereto is that set out on page 1 hereof. And Notice is deemed to be served as follows:-

- (a) if delivered personally, at the time of delivery or
- (e) if sent by fax by 12 noon on the first Business Day after transmission provided always that a fax transmission receipt has been received.