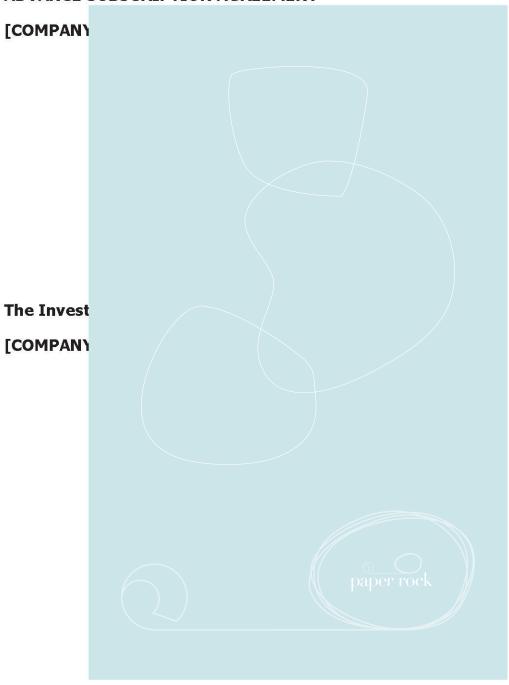
## **Dated**

## **ADVANCE SUBSCRIPTION AGREEMENT**



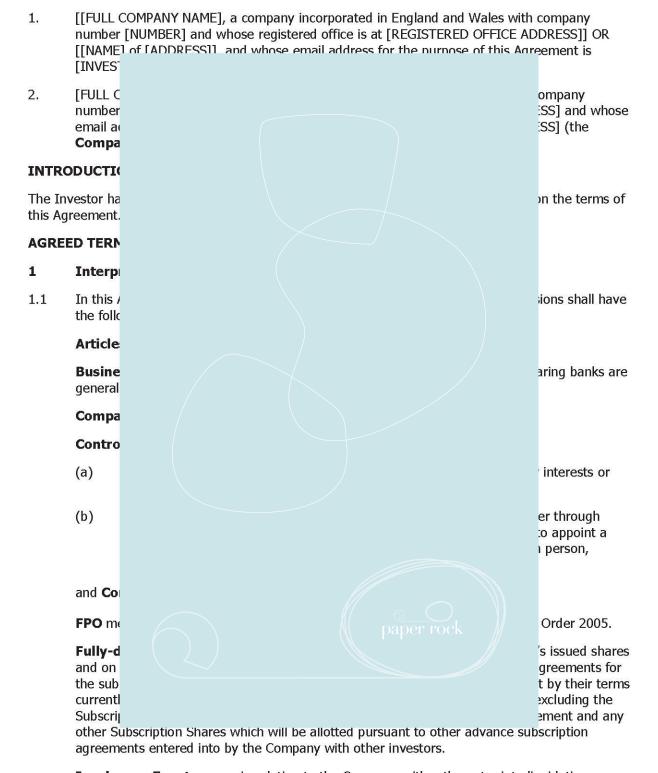
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#### ADVANCE SUBSCRIPTION AGREEMENT

#### **DATED**

#### Between:

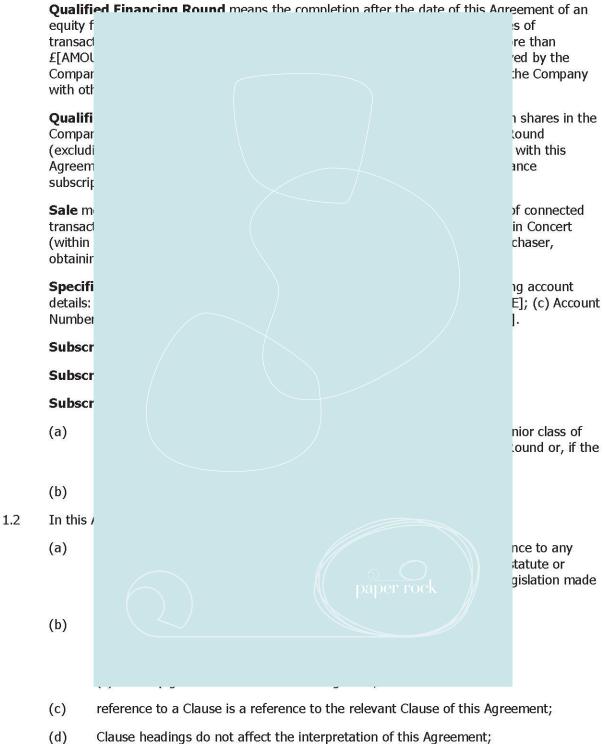


**Insolvency Event** means, in relation to the Company, either the entry into liquidation whether voluntarily (except for reconstruction or amalgamation of a solvent company) or compulsorily, the passing of a resolution for a creditors winding up, the making of a proposal to creditors, a company voluntary arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the appointment of a provisional liquidator, a receiver

or an administrator, or the inability to pay its debts (within the meaning of section 123 Insolvency Act 1986).

#### Longstop Date means [DATE].

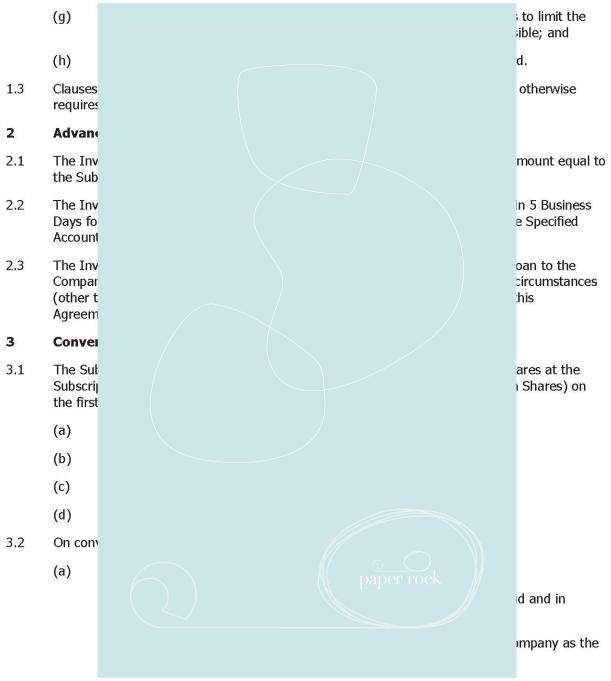
Parties means the parties to this Agreement and references to a Party shall be construed accordingly.



- reference to: (e)
  - (i) a person includes a natural person, corporate or unincorporated body

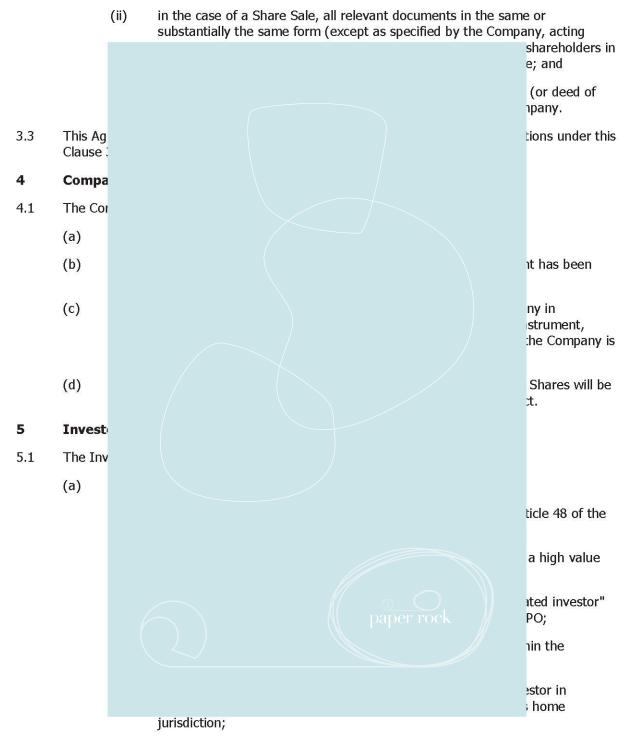
(whether or not having separate legal personality); and

- (ii) a company includes any company, corporation, partnership, limited partnership, limited liability partnership or other body corporate, wherever and however incorporated or established;
- (f) **include**, **including** and **in particular** are to be construed as illustrative and not so as to limit the sense of any word, definition, phrase or term preceding them;



- (iii) execute and deliver to the Investor a share certificate in respect of the Subscription Shares; and
- (b) the Investor shall execute and deliver to the Company all relevant documents necessary or related to the conversion and/or the event which resulted in the conversion including:

 in the case of a Qualified Financing Round, all relevant documents in the same or substantially the same form (except as to the Subscription Price and other changes specified by the Company, acting reasonably) as the documents to be entered into by the investors in the Qualified Financing Round;

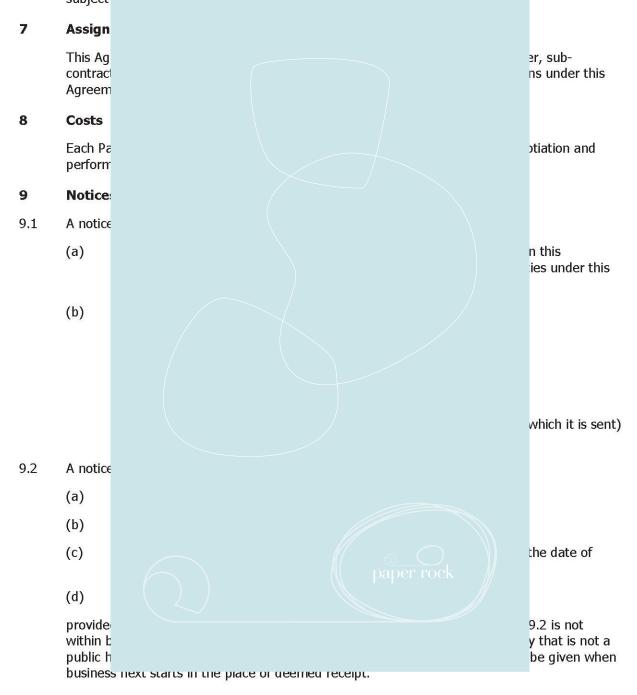


- (b) if the Investor falls within the categories of "certified high net worth individual", "certified sophisticated investor" or "self-certified sophisticated investor", that it has the necessary signed statements and/or certificates as required under the FPO; and
- (c) that the Investor has the capacity and authority to enter into and perform its obligations under the Agreement and no other consents, authorisations or approvals

of any kind are required in connection with the execution or performance of this Agreement by the Investor.

### 6 Entire Agreement

The Agreement constitutes the entire agreement between the Parties about the subject matter of this Agreement and supersedes any previous agreement, draft agreement, arrangement or understanding (whether in writing or not) between the Parties relating to its subject matter.



- 9.3 To prove service, it is sufficient to prove:
  - (a) in the case of delivery personally or by courier, that the notice was received at the address of the relevant Party stated above;
  - (b) in the case of delivery by email, that the notice was sent by email to the email address of the relevant Party stated above; or

- in the case of delivery by post, that the envelope containing the notice was properly (c) addressed to the relevant Party and posted.
- 9.4 This Clause 9 does not apply to the service of any proceedings or other documents in any legal action.

#### Third party rights 10

This Agreement is for the henefit of the Parties and is not intended to henefit or be enforce rties) Act

# 1999). 11 Counte This Ag h, when execute if each Party had exe 12 Goverr 12.1 This Aq on-contractual) arising ( joverned by English 12.2 The Par iction to settle any dist in connection with thi This Agreement ng of it.

## [IF THE INVESTOR IS AN INDIVIDUAL:

Signed by	)	
[Investor Name]	)	 

