

Indicative Term Sheet

We are pleased to present our proposal for an investment in NGIF Ltd whose registered office is situated at 42 Corby Avenue, Swindon, Wiltshire SN3 1PR (Company No 09838483) (the "**Company**").

1. Investment

- 1.1 The proposed business plan calls for an equity injection of £175,000.
- 1.2 The investment will represent a preference shareholding for the Investors on a fully diluted basis, following an expansion of the share option pool. The current capitalisation of the Company is set out in Part 1 of Appendix 1 and the capitalisation of the Company after this proposed funding is set out in Part 2 of Appendix 1.
- 1.3 The investment will be made in the form of convertible participating redeemable preferred shares ("**Preferred Shares**") at a price of £1.00 per Preferred Share (the "**Original Issue Price**") the terms of which are set out in Appendix 2.
- 1.4 The investment will be made in full at completion.

The proceeds from the investment must be used for the Company's working capital requirements in particular that set out in the business plan annexed.

2. Conditions of investment

- 2.1 The investment is conditional on negotiation of definitive legal documents, satisfactory completion of due diligence and approval by our Investment Committee.
- 2.2 Satisfactory completion of due diligence will include:
 - (a) Conclusion of our commercial due diligence
 - (b) References from customers and partners
 - (c) Market and technology review by an independent third party
 - (d) Review of current trading and forecasts for the next 6-9 months
 - (e) Review of proposed management service contracts
 - (f) Review of the Director's financial history and current financial situation by our advisors including, either a review of the last set of audited accounts or a review of the last set of unaudited accounts with an accompanying statement from the Company's accountant stating their satisfaction with the proposed investment and its feasibility, and the latest set of monthly management accounts prior to completion of our investment

- 2.3 We will not underwrite the total funding sought nor guarantee the securing of co-investors.
- 2.4 The investment must comply with the money laundering regulations and rules of the Financial Conduct Authority.

3. Terms of investment

- 3.1 The Company will provide the Investors with customary representations and warranties examples of which are set out in the Appendix and will provide the Investors with customary non-competition, non-solicitation and confidentiality undertakings.
- 3.2 The Board will have a maximum of 2 directors. The Investors will have the right to appoint one director (the "Investor Director"). The composition of the Board on completion will be 2. There will be a minimum of 3 board meetings each year.
- 3.3 The Investors will also have at all times the right to designate a non-voting observer to the Board.
- 3.4 The Company will have an obligation to supply normal financial and operational information about the Company to the Investors.
- 3.5 The Investors and the existing shareholders will have rights to acquire and sell shares as outlined in the attached Appendix.
- 3.6 In the event of an initial public offering of the Company's shares on a UK stock exchange the Investors shall be entitled to full registration rights customary in transactions of this type.
- 3.7 The key members of the management team will be required to sign service agreements which include customary provisions for non-disclosure, non-competition, non-solicitation, confidentiality, assignment of intellectual property rights, and termination.
- 3.8 The Company must obtain key man insurance or equivalent, naming the Company as beneficiary on the life of Nicholas Greenaway for an amount of £175,000 in a form acceptable to the Investors.

4. Confidentiality

- 4.1 This Term Sheet is written on the basis that its contents and existence are confidential and will not (except with the agreement in writing of the Investors and the Company or in order to comply with any statutory or stock exchange or other regulatory requirements) be revealed by the Investors, the Company or the Founders to any third party or be the subject of any announcement.
- 4.2 The Investors and the Company agree that they will enter into a non-disclosure agreement before the Investors begin their due diligence investigations.

5. Applicable law

This letter and any dispute or claim relating to it or its subject matter is governed by English law and on acceptance the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

6. Expiry date

The Company is requested to confirm their acceptance of the terms of our proposal within 14 days of the date of this letter, failing which our proposal will lapse.

7. Exclusivity

In consideration of the Investors expending time and professional and other fees (the "**Costs**") in progressing this offer the Company agree and undertake that they will not directly or indirectly until the earlier of the expiry of 21 days from the date of acceptance of the terms of this proposal (the "**Period**") solicit, directly or indirectly, further offers for the purchase and/or subscription of shares in the Company (or any part thereof) or any material part of the business, assets or undertakings of the Company or enter into or continue to seek negotiations with any party other than the Investors in connection with such matters.

The Company agree and undertake to inform the Investors immediately of the identity of any third party who contacts the Company with a view to the sale of any interest in the shares of the Company or any part of the business of the Company.

8. No intention to create legal relations

This Term Sheet sets out indicative terms on which we would be prepared to make an investment in the Company and will not give rise to any contract between us.

9. Exclusion of representations and warranties

By accepting this proposal you acknowledge that you have not relied on any representation or warranty on our part or entered into any other agreement with us in connection with the provision of funding by the Investors.

Appendix 1

Capitalisation table

Part 1

£100

Part 2

£175,000

Appendix 2

Rights attaching to Preferred Shares

1. The price per Preferred Share will be £1.00.
2. The Preferred Shares will carry no voting rights whatsoever.
3. The Preferred Shares will have a preferential cumulative coupon of 7% per annum from 23/11/2015 (the "Preference Dividend") to be paid in two equal instalments on the 23/05 and the 23/11 in each year and every year, until such time as the Preferred Shares are redeemed. Any other dividends or distributions will be payable to all shareholders on a pro rata basis.
4. The Preferred Shares, at the discretion of the Company, may be redeemed at any point, the intention being to redeem the Preferred Shares at a time no later than the fifth anniversary of the Completion date.
5. Upon liquidation of the Company, the Preferred Shareholders will receive in preference to all other shareholders an amount in respect of each Preferred Share equal to 2 times the Original Issue Price (the "**Liquidation Preference**"), plus all accrued but unpaid dividends. The holders of Ordinary Shares will also be entitled to recover an amount per Ordinary Share equal to the amount paid up on those Ordinary Shares. To the extent that the Company has assets remaining after the distribution of that amount, the Preferred Shareholders will participate with the holders of Ordinary Shares pro rata to the number of shares held on an as converted basis.
6. Sale of all or substantially all of the assets of the Company or a sale of shares involving a change in control (each, a "**Corporate Transaction**") will be treated in the same way as a liquidation.
7. An IPO that is not a Qualified IPO will be treated in the same way as a liquidation. The Company will issue to each holder of Preferred Shares that number (if any) of Ordinary Shares so that the proportion which the Ordinary Shares held by that shareholder bears to the fully diluted share capital following completion of all such issues and the conversion of the Preferred Shares will be equal to the proportion which the proceeds that that shareholder would have been entitled to receive on a sale on that date would bear to the valuation of the Company at that date.
8. The Preferred Shares may be converted into an equivalent number of Ordinary Shares by their holders at any time.
9. The Preferred Shares will be converted automatically into an equivalent number of Ordinary Shares upon the completion of a firmly underwritten initial public offering ("**IPO**") of Ordinary Shares.
10. On conversion of the Preferred Shares on an IPO all accrued but unpaid dividends on the Preferred Shares must be paid save to the extent that the Company does not have sufficient profits available for distribution to pay the Preference Dividend, in which case the Company will allot to each holder of Preferred Shares by way of capitalisation of reserves such number of Ordinary Shares as shall have an aggregate value equal to the unpaid dividend. Any capitalisation will be at the price of the Ordinary Shares at IPO.

11. The Preferred Shares will have a broad-based weighted-average anti-dilution protection in the case of any new issue of shares at a price below the Original Issue Price (after adjusting for any recapitalisation events) other than share issues which are not subject to pre-emption rights. This anti-dilution protection will operate by the issue of Ordinary Shares at par through a capitalisation of share premium account.
12. If the Company makes a subsequent issue of shares in which the Investors are entitled to participate and an Investor elects not to do so (i.e. does not wish to pay to play) for at least 6% of its allocation that Investor will lose its anti-dilution right in respect of any Preferred Shares it holds.
13. If no Qualified IPO or Corporate Transaction has occurred within 5 years from completion, each of the Preferred Shares will be redeemable at the option of the Company for an amount in cash equal to the Original Issue Price plus all accrued but unpaid dividends.
14. An Investor Majority will have the right exercisable at any time to require the Company to redeem all or some only of the Preferred Shares in issue if a resolution to wind the Company up, to reduce the Company's share capital or to vary the rights of the Preferred Shares is proposed.

Appendix 3

Proposed warranties

The Investors will require the following items to be warranted by the Company:

- Business plan
- Intellectual property
- No outstanding liabilities to executives
- No litigation pending or threatened
- No breaches of existing or recent contracts
- Register of members correct.
- Insurance policies up to date
- Loans/guarantees
- Taxation
- Creditors statement

Appendix 4

Conditions of issue and transfer of shares

1. Investors will have a right of first refusal on any new issue of shares of any class. Investors will have the right to participate with the holders of Ordinary Shares in any new issue of shares of any class pro rata to their holding of shares (determined on an as converted basis).
2. Investors will have a right of first refusal to acquire any Preferred Shares which are proposed to be transferred or sold with any Preferred Shares not taken up in such offer being offered to the holders of Ordinary Shares. Holders of Ordinary Shares will have a right of first refusal to acquire any Ordinary Shares which are proposed to be transferred or sold with any Ordinary Shares not taken up in such offer being offered to the holders of Preferred Shares.
3. All Shareholders will have co-sale rights such that if any Founder or employee has an opportunity to sell any of his shares, the other shareholders must be given the opportunity to sell a pro rata proportion of the number of shares being sold by the Founder or employee on the same terms and at the same price.
4. All Shareholders will have rights such that if any shareholder has an opportunity to sell any or all of its shares, the effect of which would result in a change of control of the Company, the other shareholders must be given the opportunity to sell all of their shares on the same terms and at the same price.
5. If holders of at least 51% of the Preferred Shares and Ordinary Shares agree to sell their shares, there will be drag along rights so that all remaining shareholders and option holders will be required to sell on the same terms, provided that the dragged shareholders will not be required to provide to the purchaser any representations or warranties except as to title or to agree to any other terms.

Appendix 5

Performance milestones

TO BE PROVIDED

Appendix 6

Undertakings

1. The Company shall maintain in effect for the benefit of the Company the keyman policies for Nicholas Greenaway
2. The Company shall take out insurances satisfactory to the Investors.
3. The Company shall take all such reasonable action as may be required of it by the Investors to protect its assets.
4. All new business opportunities relevant to the Company shall only be taken up through the Company or a wholly owned subsidiary.
5. New employees engaged by the Company shall not bring with them intellectual property belonging to third parties.
6. The Company shall convene and hold at short notice a general meeting of the Company when requested by the Investors.