

This Agreement is made on XXXXXX September 2019

Between

- (1) **Thruvision Group plc** a company registered in England and Wales with registered number 07149547, whose registered office is at 121 Olympic Avenue, Milton Park, Milton, Abingdon, England, OX14 4SA (the "**Company**")
- (2) The persons whose names and addresses are set out in Schedule 1 to this agreement (the "**Holders**").

1. Background:

- 1.1 As at the date of this Agreement, the issued share capital of the Company is £1,617,665.18 divided into 145,454,118 Ordinary Shares of £0.01 each and the Deferred Shares (as defined below), all fully paid.
- 1.2 The Holders are the registered owners of the Deferred Shares.
- 1.3 The Company, in exercise of the powers conferred in Part 18 of the Companies Act 2006 and Article 10 of the Company's Articles of Association ("**Articles**"), proposes to purchase all of the Deferred Shares in issue from the Holders subject to, and in accordance with, the provisions of this Agreement.
- 1.4 At the Annual General Meeting of the Company held on 23 September 2019, a final draft form of this Agreement was authorised and approved by a special resolution of the Company's shareholders.
- 1.5 Pursuant to Article 10(d) of the Articles, the Board is authorised to agree on behalf of the holders of the Deferred Shares the purchase by the Company of the Deferred Shares and is irrevocably authorised to do all such things necessary or desirable to give effect to a purchase under Article 10(d).

It is agreed as follows:

2. Definitions

In this Agreement:

"Completion" means completion of the sale and purchase of the Deferred Shares in accordance with this agreement.

"Deferred Shares" means the 163,124 deferred shares of £1, each in the capital of the Company, all fully paid.

"Encumbrances" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

3. Sale and Purchase

- 3.1 Each of the Holders shall sell, and the Company shall purchase free from all Encumbrances, all of the Deferred Shares for an aggregate total consideration of £3 payable by the Company ("**Purchase Price**") in accordance with the terms of this Agreement.
- 3.2 The Deferred Shares shall be sold with the benefit of all rights attaching to or accruing to them as at the date of this Agreement.

4. **Completion**

4.1 Completion shall take place at the registered office of the Company on the date of this Agreement whereupon the Purchase Price shall become due and payable in accordance with the terms of this Agreement.

4.2 The Purchase Price shall be delivered to and held by any Director on behalf of the Holders and payment of the Purchase Price to such Director shall be a good discharge by the Company in respect of its obligations under clause 3.1 above.

5. **Cancellation of Deferred Shares**

Each holding of Deferred Shares purchased by the Company shall be cancelled by the Company on the date hereof.

6. **Governing law**

This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

IN WITNESS whereof the parties have executed this agreement as a deed and it is hereby delivered on the day and year first before written.

**EXECUTED AND DELIVERED AS A)
DEED by THRUVISION GROUP PLC)
acting by a director, in the presence of:)
)**

Director

Witness signature

Witness name

Witness address

Witness occupation

Schedule 1

Holder

Name and address of Holder	Number of Shares
Tom Black of [REDACTED], [REDACTED]	81,562
Colin Evans of [REDACTED], [REDACTED]	40,781
Zak Doffman of [REDACTED], [REDACTED]	40,781