

THIS DEED OF ADHERENCE is made on _____ 2021

BY _____ (the “**Subscriber**”) in favour of the Parties to the SHA (as defined below), from time to time.

WHEREAS

- (A) Reference is made to a shareholders agreement relating to **PXGEO LIMITED** (the “**Company**”) dated on or about _____ 2021 (such agreement, as varied, supplemented, novated or amended, being the “**SHA**”).
- (B) By the return of, and in accordance with, a share issuance form to the Company (the “**Share Issuance Form**”), the Subscriber has elected to receive, or has been nominated to receive, certain shares in the Company to which it (or the person nominating the Subscriber) is entitled (the “**Shares**”).
- (C) The Subscriber wishes to enter into this deed (“**Deed**”) and accept the Shares on and subject to the terms and conditions of this Deed, the SHA and the Articles.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

- 1. Words and expressions defined in the SHA shall, unless the context otherwise requires, have the same meanings when used in this Deed.
- 2. The Subscriber hereby agrees to be bound by the SHA in all respects as if the Subscriber were a party to the SHA as one of the Parties and a Shareholder and to perform all the obligations expressed to be imposed on such a party to the SHA on or after the date of this Deed.
- 3. This Deed is irrevocable and made for the benefit of the Parties from time to time.
- 4. None of the Parties:
 - (a) makes any representation or warranty or assumes any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of the SHA (or any agreement entered into pursuant thereto);
 - (b) makes any representation or warranty or assumes any responsibility with respect to the content of any information previously provided to the Subscriber regarding the Group or which otherwise relates to the subscription of Shares;
 - (c) assumes any responsibility for the financial condition of the Group or any other Party to the SHA; or
 - (d) assumes any responsibility for the performance and observance by the Company or any other Party to the SHA (save as expressly provided therein) of the SHA,
 - (e) and any and all conditions and warranties, whether express or implied, by applicable law or otherwise, are, to the extent legally possible, excluded.
- 5. The Subscriber hereby warrants to the Parties in the terms set out in Clause 14 (*Warranties*) of the SHA, but so that such warranties shall be deemed to be given on the date of this Deed and shall be deemed to refer to this Deed as well as the SHA.
- 6. For the purposes of the SHA, the Subscriber’s details for notices shall be as follows:

Address: _____

E-mail: _____

For the attention of: _____

7. For the purposes of the SHA, the details of the Agent appointed by the Subscriber for the purposes of Clause 20.2 (*Agent for Services*) are:

Address: _____

E-mail: _____

For the attention of: _____

8. Save for each of the Parties who shall be entitled to enforce the terms of this Deed, nothing in this Deed is intended to or shall confer on any person any right to enforce any term of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
9. This Deed and any claim, dispute or difference (including non-contractual claims, disputes or differences) arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, English law.

IN WITNESS WHEREOF, this Deed is **executed as a deed** by the party to it and is delivered on the date and year first above written.

Executed as a deed by

_____ (*name of Subscriber*), a
_____ (*type of entity*)

incorporated under the laws of _____
(*jurisdiction*), acting by

.....

_____ (NAME OF AUTHORISED
SIGNATORY) and

.....

_____ (NAME OF AUTHORISED
SIGNATORY),

being persons who, in accordance with the laws of the
jurisdiction of incorporation of the _____
(*type of entity*), are acting under the authority of the
_____ (*type of entity*)