

DATED

1 May 2025

BRILLIAN UK LIMITED (1)

- and -

TRAKM8 HOLDINGS PLC (2)

CO-OPERATION AGREEMENT
RELATING TO THE PROPOSED ACQUISITION OF TRAKM8 HOLDINGS PLC

Solicitors

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THIS AGREEMENT is made on

1 May 2025.

PARTIES

- (1) **BRILLIAN UK LIMITED** incorporated in England under number **14904313** whose registered office is at Spectec Office - 6 Nb Trafford House, Chester Road, Stretford, Manchester, England, United Kingdom, M32 0RS (the **"Offeror"**); and
- (2) **TRAKM8 HOLDINGS PLC** incorporated in England under number 05452547 whose registered office is at 4 Roman Park, Roman Way, Coleshill, Birmingham, West Midlands B46 1HG (the **"Offeree"**).

RECITALS:

- (A) The Offeror intends to make a recommended offer for the entire issued and to be issued ordinary share capital of the Offeree (excluding any shares held in treasury) (the **"Acquisition"**), on the terms and subject to the conditions set out in the Announcement.
- (B) It is intended that the Acquisition will be effected by means of a scheme of arrangement of the Offeree pursuant to Part 26 of the CA 2006 (**"Scheme"**), but the Offeror reserves the right, as set out in (and subject to the terms and conditions of) the Announcement and clause 6.1 of this Agreement, to elect to implement the Acquisition by way of a takeover offer as defined in Chapter 3 of Part 28 of CA 2006 (**"Offer"**).
- (C) The parties have agreed to take certain steps to effect the conduct and the completion of the Acquisition and wish to enter into this Agreement to record their respective obligations relating to such matters.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"AIM Rules"	means the AIM rules for companies published by the London Stock Exchange;
"Acceptance Condition"	means, if applicable, the acceptance condition to any Offer;
"Acquisition"	has the meaning given in recital (A);
"Affiliate"	means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;
"Agreed Switch"	has the meaning given in clause 6.1.1;
"Announcement"	the press release in the agreed form detailing the terms and conditions of the Acquisition to be made pursuant to Rule 2.7 of the Code;
"Business Day"	means a day, other than a Saturday, Sunday or public or bank holiday, on which banks in London are generally open for business;
"CA 2006"	means the Companies Act 2006 as amended from time to time;

“Clearances”

means any approvals, consents, clearances, permissions, confirmations, comfort letters and waivers that may need to be obtained and waiting periods that may need to have expired, from or under any of the laws, regulations or practices applied by any Relevant Authority (or under any agreements or arrangements to which any Relevant Authority is a party), in each case that are necessary and/or advisable to satisfy one or more of the Regulatory Conditions to enable the Effective Date to occur by the Long Stop Date; and any reference to having been “satisfied” shall be construed as meaning that the foregoing has been obtained, or where relevant, made or expired;

“Code”

the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

“Competing Proposal”

means:

- (a) an offer (including a partial, exchange or tender offer), merger, acquisition, dual-listed structure, scheme of arrangement and/or business combination (or the announcement of a firm intention to do the same), the purpose of which is to acquire 30% or more of the issued or to be issued ordinary share capital of the Offeree (when aggregated with the shares already held by the competing offeror and any person acting in concert with the competing offeror) or any arrangement or series of arrangements which results in any party acquiring 'control' (as defined in the Code) of the Offeree;
- (b) the acquisition directly or indirectly of all or a significant proportion (being 30% or more) of the business, assets and/or undertakings of the Offeree Group and/or its value taken as a whole;
- (c) a demerger, any material reorganisation and/or liquidation involving the Offeree Group or a significant portion (being 30% or more) of it taken as a whole; or
- (d) any other transaction which would be alternative to, or inconsistent with, or would be reasonably likely materially to preclude, impede or delay or prejudice the implementation of the Acquisition,

in each case which is not effected by the Offeror (or a person acting in concert with the Offeror) or at the Offeror's discretion or with the Offeror's written agreement, whether implemented in a single transaction or a series of transactions and whether conditional or otherwise;

“Conditions”

means:

- (a) for so long as the Acquisition is being implemented by means of the Scheme, the terms and conditions to the implementation of the Scheme as set out in the

Announcement and to be set out in the Scheme Document, as may be amended by the Offeror with the consent of the Panel (and, for so long as the Scheme is unanimously and unconditionally recommended by the board of directors of the Offeree, with the consent of the Offeree); and

- (b) for so long as the Acquisition is being implemented by means of an Offer, the terms and conditions referred to in (a) above, as amended by replacing the Scheme Conditions with the Acceptance Condition and as may be further amended by the Offeror with the consent of the Panel (and, in the case of an Agreed Switch and, for so long as the Offer is unanimously and unconditionally recommended by the board of directors of the Offeree, the consent of the Offeree),

and **'Condition'** shall be construed accordingly;

"Confidentiality Agreement" means the confidentiality agreement between the Offeror and the Offeree dated 18 December 2024;

"Court" means the High Court of Justice in England and Wales;

"Court Meeting" means the meeting of holders of Offeree Shares convened by direction of the Court pursuant to section 896 of the CA 2006 to consider and, if thought fit, approve (with or without modification) the Scheme, including any adjournment of such meeting;

"Effective Date" means the date upon which either:

- (a) the Scheme becomes effective in accordance with its terms; or
- (b) if the Offeror elects to implement the Acquisition by means of an Offer, the date on which the Offer becomes or is declared unconditional ("**Unconditional Date**");

"FCA" means the Financial Conduct Authority of the UK, the statutory regulator under FSMA 2000;

"FSMA 2000" means the Financial Services and Markets Act 2000, as amended;

"Long Stop Date" means 31 December 2025 or such later date as may be agreed in writing by the Offeror and the Offeree (with the Panel's consent and as the Court may approve (if such approval is required));

"Offer" has the meaning given in recital (B);

"Offer Document" means an offer document published by or on behalf of the Offeror in connection with any Offer, including any revised offer document;

"Offeree General Meeting" means the general meeting of the Offeree shareholders (and any adjournment thereof) to be convened in connection with the Scheme for the purpose of considering and, if thought fit, approving, the

	shareholder resolutions necessary to enable the Offeror to implement the Acquisition;
“Offeree Group”	means the Offeree and its subsidiary undertakings;
“Offeree Shareholders”	means the holders of Offeree Shares;
“Offeree Shares”	the registered holders of Jet Shares from time to time;
“Offeror Group”	means the Offeror and its subsidiary undertakings;
“Panel”	means the UK Panel on Takeovers and Mergers;
“Regulatory Conditions”	means the Conditions set out in paragraphs 3(a), (b), (c) and (e) of Part A of Appendix 1 to the Announcement;
“Regulatory Information Service”	means a regulatory information service as defined in the AIM Rules;
“Relevant Authority”	means any central bank, ministry, governmental, quasi-governmental (including the European Union), supranational, statutory, regulatory or investigative body or authority (including any national or supranational anti-trust or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body in any jurisdiction, including without limitation, the Investment Security Unit, the FCA, the Competition and Markets Authority and the Panel;
“Remedies”	means, in respect of any Clearance, any conditions, obligations, measures, commitments, disposals, divestitures, modifications, undertakings, licences of intellectual property, remedies or assurances (financial or otherwise) offered by the Offeror or ordered or required by a Relevant Authority as a condition of any such Clearance;
“Resolutions”	means such shareholder resolutions of the Offeree as are necessary to approve, implement and effect the Acquisition, including, among other things, resolution(s) relating to the amendment of the Offeree’s articles of association (if the Acquisition proceeds by way of the Scheme);
“Scheme”	has the meaning given in recital (B);
“Scheme Conditions”	means those conditions referred to in paragraph 2 of Part A of Appendix 1 to the Announcement;
“Scheme Sanction Hearing”	means the hearing by the Court to sanction the Scheme;

“Scheme Document”	means the circular in respect of the Scheme addressed to, among others, Offeree Shareholders containing, among other things, a copy of the Scheme and the notice of the Court Meeting and the Offeree General Meeting, including any revised or supplementary circular;
“Subsidiary Undertaking”	means a ‘subsidiary undertaking’ as defined by section 1162 and Schedule 7 of the CA 2006;
“Switch”	has the meaning given in clause 6.1; and
“Unconditional Date”	has the meaning given in paragraph (b) of the definition of Effective Date.

1.2 In this Agreement:

- 1.2.1 a reference to ‘this Agreement’ includes its Schedules, which form part of this Agreement;
- 1.2.2 a reference to ‘this Agreement’, any specified clause in this Agreement, any other document or any specified clause in any other document is to this Agreement, that document or the specified clause in all cases as duly varied or novated from time to time in accordance with its terms;
- 1.2.3 a reference to a ‘clause’ or a Schedule is to a clause of or schedule to this Agreement and a reference in a Schedule to a ‘paragraph’ or a ‘part’ is a reference to a paragraph or part of the relevant Schedule;
- 1.2.4 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality);
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 references to time are to London time;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to any books, records or other information includes any such information recorded or held in hard copy form, electronically, magnetically, on film, on microfilm or any other form;
- 1.2.10 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form and shall include email except where otherwise expressly stated;
- 1.2.11 a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Agreement;
- 1.2.12 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

- 1.2.13 an obligation not to do something includes an obligation to use reasonable endeavours not to allow that thing to be done.

2. PUBLICATION OF THE ANNOUNCEMENT AND THE TERMS OF THE ACQUISITION

- 2.1 The obligations of the parties under this Agreement, other than this clause 2.1 and clauses 11 to 13 (inclusive), shall be conditional on the release of the Announcement via a Regulatory Information Service at or before 7.30 am on the date of this Agreement, or such other time and date as the parties may agree (and, where required by the Code, approved by the Panel). Clause 1, this clause 2.1 and clauses 11 to 13 (inclusive) shall take effect on and from the execution of this Agreement.
- 2.2 The terms of the Acquisition shall be as set out in the Announcement, together with such other terms as may be agreed by the parties in writing (save in the case of an improvement to the terms of the Acquisition, which will be at the absolute discretion of the Offeror) and, where required by the Code, approved by the Panel. The terms of the Acquisition at the date of posting of the Scheme Document shall be set out in the Scheme Document. Should the Offeror elect to implement the Acquisition by way of an Offer in accordance with clause 6.1, the terms of the Acquisition shall be set out in the announcement of the Switch and in the Offer Document.

3. CONDITIONS AND CLEARANCES

- 3.1 Each party undertakes to cooperate with the other party and their respective professional advisers and use all reasonable endeavours to implement the Acquisition in a timely manner in substantially the form contemplated by the Announcement.
- 3.2 The Offeror shall use its reasonable endeavours to secure the Clearances as soon as reasonably practicable, and in any event by the Long Stop Date, and will prepare and submit to the Relevant Authorities any filings, notifications or submissions as are necessary in connection with such Clearances.
- 3.3 Notwithstanding any other provision of this Agreement, for the purposes of clause 3.2, references to “all reasonable endeavours” in respect of the satisfaction of the Regulatory Conditions, shall only require the Offeror to accept or offer any Remedies in order to satisfy the Regulatory Conditions if such Remedies are on terms reasonably satisfactory to the Offeror.
- 3.4 The Offeror and the Offeree shall co-operate with each other and, subject to clause 6, shall provide each other with all reasonable information, assistance and access in a timely manner in order to allow the Offeror, or the Offeror and the Offeree jointly, or the Offeree, as may be required, to make any filings with the Relevant Authorities as are necessary in connection with the Clearances, taking into account all applicable waiting periods and to ensure that all information necessary for the making of (or responding to any requests for further information consequent upon) any such filings (including draft versions) is supplied accurately and promptly.
- 3.5 The Offeror shall be responsible for determining the strategy for obtaining the Clearances and preparing all filings, submissions, correspondence and communications required to be sent or submitted to any Relevant Authority for the purpose of obtaining the Clearances except and unless the Offeree is required to do so by applicable Law or any Relevant Authority. To the extent that the Offeree is contacted by a Relevant Authority, it shall permit the Offeror to respond to that Relevant Authority (unless the Offeree is required by law to provide the response).

- 3.6 Save to the extent prohibited by applicable Law or the Relevant Authority, and to the extent reasonably practicable, the Offeror undertakes to the Offeree and the Offeree undertakes to the Offeror, to (subject to clause 6);
- 3.6.1 provide as soon as reasonably practicable, and in any event in sufficient time before any applicable deadline or due date:
- 3.6.1.1 all such information and assistance as may reasonably be required by the Offeror to determine which jurisdictions and to which Relevant Authorities any merger control, regulatory or similar filing, notification or submission with a Relevant Authority may be necessary for the purposes of obtaining the Clearances;
- 3.6.1.2 all such information and assistance as may be reasonably required to make:
- 3.6.1.2.1 any filings, notifications or submissions to any Relevant Authority for the purposes of obtaining the Clearances; and
- 3.6.1.2.2 any responses to any requests for further information consequent upon such filings, notifications or submissions;
- 3.6.1.3 all such other assistance as may reasonably be required for the purposes of obtaining the Clearances and the identifying, structuring and preparation of any Remedies;
- 3.6.2 subject to clause 7, each party shall provide, or procure the provision of, draft copies of all filings and submissions intended to be sent to any Relevant Authority in relation to obtaining any Clearances to the other party and its legal advisers at such time as will allow the receiving party a reasonable opportunity to provide comments on such filings and submissions before they are submitted, sent or made and each party shall provide the other party with copies of all such filings and submissions, in the form finally submitted or sent;
- 3.6.3 each party shall have regard in good faith to comments made in a timely manner by the other party on draft copies of filings and submissions provided pursuant to clause 3.6.2;
- 3.6.4 each party shall notify each other, and provide copies in a timely manner of any material communication or material correspondence from any Relevant Authority in relation to obtaining any Clearance. Each party further agrees to keep the other party reasonably informed as to the progress of any notification submitted pursuant to clause 3.2 and shall reasonably consider requests by the other party or its advisers to attend material meetings or material calls with any Relevant Authority or other persons or bodies (unless prohibited by the Relevant Authority, applicable law or other person or body or where commercially sensitive information is likely to be discussed at such meetings or on such calls) relating to obtaining any Clearance and requests to make oral submissions at such meetings or calls; and
- 3.6.5 where reasonably requested by a party, and insofar as permitted by the Relevant Authority, the other party shall make available appropriate representatives for material meetings and material calls with any Relevant Authority in connection with the obtaining of any Clearances.
- 3.7 Each party undertakes to keep the other informed promptly of developments which are material or reasonably likely to be material to the obtaining of a Clearance and the satisfaction of the Regulatory Conditions.

4. SCHEME DOCUMENT

4.1 The Offeror agrees to:

- 4.1.1 provide promptly to the Offeree all such information about itself, its directors and the Offeree Group (including any information required under applicable law or the Code) as may be reasonably requested and which is required by the Offeree (and/or its legal advisers) for the purpose of inclusion in the Scheme Document having regard to the Code and other applicable law;
- 4.1.2 provide all other assistance and access which may be reasonably required for the preparation of the Scheme Document and any other document required by applicable law or under the Code to be published in connection with the Scheme, including access to, and ensuring that reasonable assistance is provided by, its professional adviser; and
- 4.1.3 procure that its directors accept responsibility for all of the information in the Scheme Document relating to themselves (and members of their immediate families, related trusts and persons connected with them), the Offeror Group, the financing of the Acquisition, any statements of the opinion, belief or expectation of the directors of the Offeror in relation to the Acquisition or the enlarged group of the Offeror following the completion of the Acquisition and any other information in the Scheme Document for which an offeror is required to accept responsibility under the Code.

4.2 Each of the Offeror and the Offeree agree to use reasonable endeavours to ensure the posting of the Scheme Document in accordance with the timetable agreed between the parties.

5. IMPLEMENTATION OF THE SCHEME

5.1 Where the Acquisition is being implemented by way of the Scheme, the Offeror undertakes that, before the Scheme Sanction Hearing, it shall deliver a notice in writing to the Offeree either:

- 5.1.1 confirming the satisfaction or waiver of all Conditions (other than the Scheme Conditions); or
- 5.1.2 confirming its intention to invoke one or more Conditions (if permitted by the Panel) and providing reasonable details of the event which has occurred, or circumstances which have arisen, which the Offeror reasonably considers entitle it to invoke such Condition or treat it as unsatisfied or incapable of satisfaction.

5.2 If the Offeror intends to seek permission of the Panel to invoke a Condition, the Offeror (subject to any restriction under applicable Law) shall inform the Offeree as soon as reasonably practicable and provide material details as to the ground(s) on which it intends to invoke the relevant Condition, which shall include sufficient information to allow the Offeree to validate or challenge such grounds, and shall to the extent reasonably practicable allow the Offeree a reasonable period of time to review and challenge such grounds prior to such permission being sought.

6. SWITCHING TO AN OFFER

6.1 The parties intend that the Acquisition will be implemented by way of the Scheme. The Offeror shall be entitled, with the consent of the Panel, to implement the Acquisition by way of an Offer rather than the Scheme (such election being a “Switch”), whether before or after the posting of the Scheme Document but only if:

- 6.1.1 the Offeree provides its prior written consent ("**Agreed Switch**"), in which case clause 6.2 shall apply;
 - 6.1.2 a third party announces a firm intention to make an offer for the issued and to be issued ordinary share capital of the Offeree (whether including or excluding any Offeree Shares held in treasury) which is recommended by the board of directors of the Offeree; or
 - 6.1.3 the board of directors of the Offeree withdraws its unanimous and unconditional recommendation of the Scheme.
- 6.2 In the event of any Agreed Switch:
- 6.2.1 the Acceptance Condition shall be set at 90% (or such lesser percentage as may be agreed between the parties in writing after, to the extent necessary, consultation with the Panel, being in any case more than 50% of the Offeree Shares to which the Offer relates); and
 - 6.2.2 the Offeror shall keep the Offeree informed, on a regular basis following receipt of a written request from the Offeree, of the number of holders of the Offeree Shares that have validly returned their acceptance or withdrawal forms or incorrectly completed their withdrawal or acceptance forms and the identity of such shareholders.
- 6.3 In the event of any Agreed Switch, the parties agree that the provisions of this Agreement shall continue to apply and all provisions of this Agreement relating to the Scheme and the Scheme Document, and its implementation shall apply to the Offer, the Offer Document and its implementation *mutatis mutandis*, save as expressly set out in this clause 6.

7. COMMERCIALLY SENSITIVE INFORMATION

- 7.1 Nothing in this Agreement shall require any party to provide or disclose to the other parties or any of their respective advisers, any information:
- 7.1.1 that is commercially or competitively sensitive or confidential or which constitutes a trade secret and, in each case, has not previously been disclosed to any other relevant parties;
 - 7.1.2 in circumstances that would result in the loss or waiver of any privilege that subsists in relation to such information (including legal privilege); or
 - 7.1.3 in circumstances that would result in that party being in breach of a material contractual obligation,
- and any such information shall, to the extent practicable and deemed appropriate by the disclosing party, be provided or disclosed to the other parties' legal counsel (and to the extent reasonably necessary, its other advisers) on an 'external advisers only' basis, with a non-confidential version of any relevant filing, notification, submission or communication being provided to the other parties.

8. CODE

- 8.1 Nothing in this Agreement shall in any way limit the parties' obligations under the Code, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this Agreement shall take precedence over such terms.
- 8.2 Nothing in this Agreement shall oblige:

- 8.2.1 the Offeree to take any action which the Panel determines would not be permitted by Rule 21.2 of the Code; or
- 8.2.2 the Offeree or the directors of the Offeree to recommend an Offer or a Scheme proposed by the Offeror or any member of the Offeror Group.

9. TERMINATION

- 9.1 Subject to clauses 9.2 and 9.3, this Agreement shall terminate with immediate effect and all rights and obligations of the parties under the Agreement shall cease forthwith, as follows:
 - 9.1.1 if agreed in writing between the parties at any time prior to the Effective Date;
 - 9.1.2 upon service of written notice by the Offeror to the Offeree, if the board of directors of the Offeree withdraws or adversely modifies its unanimous and unconditional recommendation of the Scheme (or the Offer, as the case may be);
 - 9.1.3 upon service of written notice by the Offeror to the Offeree prior to the Long Stop Date stating that either (i) any Condition which has not been waived is (or has become) incapable of satisfaction by the Long Stop Date and, notwithstanding that it has the right to waive such Condition, the Offeror will not do so; or (ii) any Condition which is incapable of waiver has become incapable of satisfaction by the Long Stop Date, in each case in circumstances where the invocation of the relevant Condition (or confirmation that the Condition is incapable of satisfaction, as appropriate) is permitted by the Panel;
 - 9.1.4 upon service of written notice by the Offeror to the Offeree, if a Competing Proposal is (i) recommended by the board of directors of the Offeree or (ii) completes, becomes effective or is declared or becomes unconditional;
 - 9.1.5 if the Scheme (or the Offer as the case may be) is withdrawn or lapses in accordance with its terms prior to the Long Stop Date and with the permission of the Panel (other than: (i) where such lapse or withdrawal is as a result of the exercise of the Offeror's right to effect a Switch; or (ii) it is otherwise to be followed within 5 Business Days (or such other period as the Offeror and the Offeree may agree) by an announcement under Rule 2.7 of the Code made by the Offeror or a person acting in concert with the Offeror to implement the Acquisition by a different offer or scheme on substantially the same or improved terms); or
 - 9.1.6 if the Effective Date has not occurred by the Long Stop Date;
 - 9.1.7 other than where a Switch has occurred:
 - 9.1.7.1 the Scheme is not approved by the requisite majority of Offeree Shareholders at the Court Meeting and/or Resolutions put to the Offeree General Meeting are not passed or the Court definitively refuses to sanction the Scheme; or
 - 9.1.7.2 the Court Meeting, the Offeree General Meeting or the Scheme Sanction Hearing is/are not held on or before the 22nd day after the expected date of such meeting or hearing as set out in the Scheme Document (or such later date, if any, (a) as the Offeror and the Offeree may agree, or (b) as may be specified by the Offeror with the consent of the Panel, and in each case that (if so required) the Court may allow));
- 9.2 Termination of this agreement shall be without prejudice to the rights of any of the parties which have arisen at or prior to termination.

- 9.3 The whole of this clause 9 and clauses 11 to 13 (inclusive) shall survive termination of this Agreement.

10. WARRANTIES

- 10.1 Each party warrants to the other party on the date of this Agreement that:

- 10.1.1 it has the requisite power and authority to enter into and perform its obligations under this Agreement;
- 10.1.2 this Agreement constitutes its legal, valid and binding obligations in accordance with its terms; and
- 10.1.3 the execution and delivery of, and performance of its obligations under, this Agreement will not:
 - 10.1.3.1 result in any breach of any provision of its constitutional documents;
 - 10.1.3.2 result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; or
 - 10.1.3.3 result in a breach of any order, judgment, or decree of any court or governmental agency to which it is a party or by which it is bound.

- 10.2 No party shall have any claim against the other for breach of warranty after the Effective Date (without prejudice to any liability to fraudulent misrepresentation or fraudulent misstatement).

11. MISCELLANEOUS

11.1 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed (as the case may be) by or on behalf of each party.

11.2 Severability

- 11.2.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 11.2.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision in place of the provision so deleted.

11.3 Waiver

- 11.3.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 11.3.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

- 11.3.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

11.4 Further assurance

Each of the parties shall, at its own cost and expense use its reasonable endeavours to perform all acts, and sign, execute and deliver all deeds and documents, as may be reasonably required for the purpose of giving full effect to this Agreement and shall use its reasonable endeavours to procure that necessary third parties shall also do so.

11.5 Rights of third parties

- 11.5.1 A person who is not a party to this Agreement shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

- 11.5.2 The parties to this Agreement may terminate or rescind this agreement, or agree to any variation, waiver or settlement in connection with it, without the consent of any third party, whether or not it extinguishes or alters any entitlement it may have under its right to enforce any of the provisions of this Agreement.

11.6 No partnership

- 11.6.1 No provision of this Agreement creates a partnership between any of the parties or makes a party the agent of another party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for another party in any way or for any purpose.

11.7 Assignment

- 11.7.1 No party shall be entitled to assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose of (in any manner whatsoever) the benefit of this Agreement (or any part of it) or sub-contract in any manner whatsoever its performance under this Agreement without the prior written consent of the other party.

11.8 Entire agreement

- 11.8.1 Save for the Confidentiality Agreement, this agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.

- 11.8.2 Each party acknowledges that it has not entered into this agreement or the Confidentiality Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this agreement or the Confidentiality Agreement, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

11.9 Counterparts

- 11.9.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

- 11.9.2 Each party may evidence their execution of this Agreement by transmitting by email a signed signature page of this agreement in PDF format together with the final

version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this agreement. Each party adopting this method of execution will, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

- 11.9.3 This Agreement shall not be effective until each party has executed and delivered one counterpart.

11.10 **Costs**

Each party will pay its own costs and expenses in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

12. **NOTICES**

- 12.1 A notice given under this Agreement:

12.1.1 shall be in writing in the English language (or be accompanied by a properly prepared translation into English);

12.1.2 shall be sent for the attention of the person, and to the address, or email address, given in this clause (or such other address, email address or person as the party may notify to the others in accordance with the provisions of this clause); and

12.1.3 shall be:

12.1.3.1 delivered personally; or

12.1.3.2 sent by e-mail, followed by pre-paid first-class post, recorded delivery or registered post; or

12.1.3.3 sent by pre-paid first-class post, recorded delivery or registered post; or

12.1.3.4 (if the notice is to be served by post outside the country from which it is sent) sent by registered airmail.

- 12.2 The addresses for service of notice are:

12.2.1 the Offeror

12.2.1.1 Address: Spectec Office - 6 Nb Trafford House, Chester Road, Stretford, Manchester, England, United Kingdom, M32 0RS

12.2.1.2 For the attention of: Troy O'Connor, David Turner and Erin Elias

12.2.1.3 Email: troy.oconnor@omegro.com; david.turner@omegro.com; erin.elias@volarisgroup.com

with a copy (which copy will not constitute notice) to:

12.2.1.4 Address: Fox Williams LLP, 10 Finsbury Square, London EC2A 1AF

12.2.1.5 For the attention of: Richie Clark

12.2.1.6 Email: rclark@foxwilliams.com

12.2.2 the Offeree

12.2.2.1 Address: 4 Roman Park, Roman Way, Coleshill, Birmingham, West Midlands B46 1HG

12.2.2.2 For the attention of: John Watkins

12.2.2.3 Email: jwatkins@trakm8.com

with a copy (which copy will not constitute notice) to:

12.2.2.4 Address: Wansbroughs LLP, Northgate House, Devizes, Wiltshire SN10 1JX

12.2.2.5 For the attention of: William Ingram Hill

12.2.2.6 Email: william.ingramhill@wansbroughs.com

12.3 A notice is deemed to have been received:

12.3.1 if delivered personally, at the time of delivery; or

12.3.2 in the case of e-mail, at the time a notice of successful transmission is received by the sender; or

12.3.3 in the case of pre-paid first class post, recorded delivery or registered post, registered airmail, when received by the other party; or

12.3.4 if receipt under the previous paragraphs of this clause 12 is not within business hours (meaning 9 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

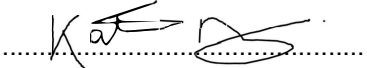
13. GOVERNING LAW AND JURISDICTION

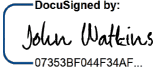
13.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on the date set out at the head of this Agreement.

[Remainder of page left intentionally blank; execution page follows]

Signed by a director for and on behalf of Brillian UK Limited	 Director
Signed by a director for and on behalf of Trakm8 Holdings plc	 Director

Signed by a director for and on behalf of Brillian UK Limited Director
Signed by a director for and on behalf of Trakm8 Holdings plc Director  John watkins