EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

Among

PROPHOTONIX LIMITED,

EXAKTERA, LLC

and

PPL MERGER SUB INC.

Dated as of November 10, 2021

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter called this "**Agreement**"), dated as of November 10, 2021, is by and among ProPhotonix Limited, a Delaware corporation (the "**Company**"), Exaktera, LLC, a Delaware limited liability company ("**Parent**"), and PPL Merger Sub Inc., a Delaware corporation and wholly owned, indirect Subsidiary of Parent ("**Merger Sub**").

RECITALS

WHEREAS, the parties intend that, on the terms and subject to the conditions set forth in this Agreement, Merger Sub shall merge with and into the Company (the "**Merger**"), with the Company surviving the Merger, pursuant to and in accordance with the provisions of the General Corporation Law of the State of Delaware (the "**DGCL**");

WHEREAS, the Board of Directors of the Company (the "**Company Board**") has unanimously (i) approved and declared advisable this Agreement and the transactions contemplated hereby and thereby, including the Merger, upon the terms and conditions set forth in this Agreement, (ii) determined that this Agreement and the transactions contemplated by this Agreement are fair to, and in the best interests of, the Company and the holders of shares (the "**Shares**") (other than Parent and its Subsidiaries) of the Company's common stock, par value $0.001 per share (the "**Company Common Stock**") and (iii) resolved to recommend that the holders of shares of Company Common Stock adopt this Agreement and approve the delisting of the Company Common Stock from AIM, a market operated and regulated by the London Stock Exchange ("**AIM**");

WHEREAS, the Boards of Managers and Board of Directors, as applicable, of Parent and Merger Sub have each approved this Agreement and declared advisable the transactions contemplated by this Agreement, including the Merger, upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with the Merger and to set forth certain conditions to the Merger.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in this Agreement, the parties agree as follows:

ARTICLE I

The Merger

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall be the surviving corporation in the Merger (the "**Surviving Corporation**") and, following the Merger,

shall be a wholly owned subsidiary of Parent and the separate corporate existence of the Company with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, except as set forth in this Agreement. The Merger shall have the effects specified in the DGCL and this Agreement.

1.2. Closing. Unless otherwise mutually agreed in writing between the Company and Parent, the closing of the Merger (the "**Closing**") shall take place at the offices of Taft Stettinius & Hollister LLP, 425 Walnut Street, Suite 1800, Cincinnati, OH 45202, at 9:00 a.m. (New York time) on the fifth Business Day (the "**Closing Date**") following the day on which the last to be satisfied or waived of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement. For purposes of this Agreement, the term "**Business Day**" shall mean any day ending at 11:59 p.m. (New York time) other than a Saturday or Sunday or a day on which banks in the City of New York or London or the Department of State of the State of Delaware is required or authorized by Law to close.

1.3. Effective Time. As soon as practicable following, and on the date of, the Closing, the Company will cause a Certificate of Merger (the "**Certificate of Merger**") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties in writing and specified in the Certificate of Merger (the "**Effective Time**").

1.4. Certificate of Incorporation of the Surviving Corporation. At the Effective Time, the certificate of incorporation of the Surviving Corporation (the "**Charter**") shall be amended in its entirety to read as set forth in Exhibit A-1 hereto, until thereafter amended as provided therein and by applicable Law.

1.5. Bylaws of the Surviving Corporation. The parties hereto shall take all actions necessary so that, at the Effective Time, the bylaws of the Company shall be amended in their entirety to read as set forth in Exhibit A-2 hereto (the "**Bylaws**"), and, as so amended, shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable Law.

1.6. Directors of the Surviving Corporation. The parties hereto shall take all actions necessary so that the directors of Merger Sub at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the Bylaws. The Parent shall use commercially reasonable efforts to take all actions necessary so that the directors of each Company Subsidiary prior to the Effective Time be replaced as promptly as practicable following the Effective Time.

1.7. Officers of the Surviving Corporation. The parties hereto shall take all actions necessary so that the officers of Merger Sub at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been

duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the Bylaws. The Parent shall use commercially reasonable efforts to take all actions necessary so that the officers and signatories on bank accounts of each Company Subsidiary prior to the Effective Time be replaced as promptly as practicable following the Effective Time.

ARTICLE II

Merger Consideration; Effect of the Merger on Capital Stock

2.1. Merger Consideration; Conversion of Shares of Company Common Stock. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of the Company, each Share issued and outstanding immediately prior to the Effective Time (other than (a) Shares owned by Parent, Merger Sub or any other direct or indirect wholly owned Subsidiary of Parent and Shares owned by the Company or any direct or indirect wholly owned Subsidiary of the Company, and in each case not held on, including treasury shares, behalf of third parties, and (b) Shares that are owned by stockholders of the Company ("**Dissenting Stockholders**") who have properly demanded and not withdrawn a demand for, or lost their right to, appraisal rights pursuant to Section 262 of the DGCL (the Shares referred to in clauses (a) and (b), "**Excluded Shares**")) shall be converted into the right to receive $0.117 per Share (the "**Merger Consideration**"), subject to Section 3.8. All of the Shares converted into the right to receive the Merger Consideration pursuant to this Section 2.1 shall cease to be outstanding, shall be cancelled and shall cease to exist at and as of the Effective Time, and each certificate formerly representing any of the Shares (each, a "**Certificate**") (other than Excluded Shares and Depositary Shares), each book-entry account formerly representing any non-certificated Shares (each, a "**Book-Entry Share**") (other than Excluded Shares and Depositary Shares) and each Share underlying the Company Depository Interests (each a "**Depositary Share**") (other than Excluded Shares) shall thereafter represent only the right to receive the Merger Consideration, without interest.

2.2. Cancellation of Excluded Shares. Each Excluded Share shall, as a result of the Merger and without any action on the part of the holder of such Excluded Share, cease to be outstanding, be cancelled without payment of any consideration therefor and shall cease to exist, subject to any rights the holder thereof may have pursuant to Section 3.7.

2.3. Merger Sub. At the Effective Time, each share of common stock, par value $0.001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value $0.001 per share, of the Surviving Corporation.

2.4. Treatment of Stock Plans.

(a) Treatment of Options. At the Effective Time, each outstanding option to purchase shares of Company Common Stock (a "**Company Option**") under the Company's 2014 Equity Incentive Plan (the "**Stock Plan**"), whether vested or unvested, shall, automatically and without any required action on the part of the holder thereof, be cancelled and shall only

entitle the holder of such Company Option to receive (without interest), as soon as reasonably practicable after the Effective Time and in no event more than five Business Days after the Effective Time, an amount in cash equal to the product of (x) the number of shares of Company Common Stock subject to such Company Option immediately prior to the Effective Time *multiplied by* (y) the excess, if any, of (A) the Merger Consideration over (B) the exercise price per share of Company Common Stock of such Company Option, less applicable Taxes required to be withheld with respect to such payment. For clarity, any Company Option which has an exercise price per share of Company Common Stock that is greater than or equal to the Merger Consideration shall be cancelled at the Effective Time for no consideration or payment.

(b) Company Actions. At or prior to the Effective Time, the Company, the Company Board and the Company Compensation Committee, as applicable, shall adopt any resolutions and take any actions that are necessary to (i) effectuate the treatment of the Company Options pursuant to Section 2.4(a) and (ii) cause the Stock Plan to terminate at or prior to the Effective Time. The Company shall take all actions necessary to ensure that from and after the Effective Time neither Parent nor the Surviving Corporation will be required to deliver shares of Company Common Stock or other capital stock of the Company to any Person pursuant to or in settlement of Company Options after the Effective Time.

ARTICLE III

Delivery of Merger Consideration; Procedures for Surrender

3.1. Delivery of Merger Consideration.

(a) Paying Agent. At or prior to the Effective Time, subject to Section 7.2(g), Parent shall deposit or cause to be deposited with a paying agent selected by Parent, with the Company's prior approval (which approval shall not be unreasonably conditioned, withheld or delayed), to serve as the paying agent (the "**Paying Agent**"), for the benefit of the holders of Shares (other than Excluded Shares), amounts that, together with the Company Closing Contribution, if any, and the Indemnity Escrow Amount will be sufficient in the aggregate to provide all funds necessary for the Paying Agent to make the payments of the Merger Consideration pursuant to Section 2.1 (such cash being hereinafter referred to as the "**Exchange Fund**"). The Company shall notify Parent and Merger Sub in writing prior to the Effective Time of the number of Shares and Excluded Shares outstanding immediately prior to the Effective Time. The Exchange Fund shall not be used for any purpose other than a purpose expressly provided for in this Agreement. The Exchange Fund shall be invested by the Paying Agent as reasonably directed by Parent, with Company's prior approval (which approval shall not be unreasonably conditioned, withheld or delayed). To the extent that there are losses with respect to such investments, or the Exchange Fund diminishes for other reasons below the level required to make prompt payment of the cash portion of the aggregate Merger Consideration as contemplated hereby, Parent shall promptly replace or restore the cash in the Exchange Fund lost through such investments or other events so as to ensure that the Exchange Fund is at all times maintained at a level sufficient to make such cash payments. Any interest and other income resulting from such investment shall become a part of the Exchange Fund, and any amounts in excess of the amounts payable under Section 2.1 shall be promptly returned to Parent.

(b) Escrow Agent. At or prior to the Effective Time, Parent shall deposit or cause to be deposited with an escrow agent selected by Parent, with the Company's prior approval (which approval shall not be unreasonably conditioned, withheld or delayed), to serve as the escrow agent (the "**Escrow Agent**") an amount equal to $341,362 (the "**Indemnity Escrow Amount**") pursuant to and in accordance with an Escrow Agreement in a form mutually agreed upon by Parent and the Company (the "**Escrow Agreement**") for purposes of funding any amounts owing by the Indemnifying Stockholder to any Parent Indemnified Party pursuant to Sections 9.2. The Indemnity Escrow Amount shall be deducted solely from the amount that the Indemnifying Stockholder (as defined below) has the right to receive pursuant to Section 2.1.

3.2. Procedures for Surrender.

(a) Promptly after the Effective Time (and in any event within three Business Days thereafter), the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of Shares (other than Excluded Shares) that are Certificates notice advising such holders of the effectiveness of the Merger, including (i) appropriate transmittal materials specifying that delivery shall be effected, and risk of loss and title to the Certificates shall pass only upon delivery of the Certificates (or affidavits of loss in lieu of the Certificates, as provided in Section 3.5) to the Paying Agent, such materials to be in such form and have such other provisions as Parent desires with approval of the Company (such approval not to be unreasonably withheld, conditioned or delayed) (the "**Letter of Transmittal**") and (ii) instructions for surrendering the Certificates (or affidavits of loss in lieu of the Certificates) in exchange for the Merger Consideration to which such holders are entitled pursuant to the terms of this Agreement.

(b) Subject to Section 3.2(e), upon surrender to the Paying Agent of Shares (other than Excluded Shares) that are Certificates, by physical surrender of such Certificate (or affidavit of loss in lieu of a Certificate, as provided in Section 3.5) or that are Book-Entry Shares, by book-receipt of an "agent's message" by the Paying Agent in connection with the transfer of Book-Entry Shares, in accordance with the terms of the Letter of Transmittal and accompanying instructions, the holder of such Certificate or Book-Entry Share shall be entitled to receive in exchange therefor an amount (after giving effect to any required Tax withholdings as provided in Section 3.6) of cash that such holder has the right to receive pursuant to Section 2.1 by check or wire transfer of immediately available funds.

(c) No interest will be paid or accrued on any amount payable upon due surrender of Shares, and any Certificate or ledger entry relating to Book-Entry Shares formerly representing shares of Company Common Stock that have been so surrendered shall be cancelled by the Paying Agent.

(d) In the event of a transfer of ownership of certificated Shares (other than Excluded Shares) that is not registered in the transfer records of the Company, a check for any cash to be paid upon due surrender of the Certificate may be issued to such transferee if the Certificate formerly representing such Shares is presented to the Paying Agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer Taxes have been paid or are not applicable, in each case, in form and substance, reasonably satisfactory to the Paying Agent. Payment of the Merger Consideration with respect

to Book-Entry Shares shall only be made to the Person in whose name such Book-Entry Shares are registered in the stock transfer books of the Company.

(e) Immediately prior to and no later than the Effective Time, each holder of depositary interests (a "**CDI Holder**"), in respect of the Depositary Shares, issued by Computershare Investor Services plc (the "**Company Depositary**" and such interests, the "**Company Depositary Interests**") will be recorded on the stock ledger of the Company as holding the number of Shares equal to the Company Depositary Interests held by such CDI Holder immediately prior to the cancellation of such Company Depositary Interests pursuant to Section 6.7 of this Agreement. Promptly after the Effective Time (and in any event within three Business Days thereafter), the Paying Agent shall procure that an instruction is given to Euroclear UK & Ireland Limited ("**Euroclear**") to create an assured payment obligation in favor of each CDI Holder's account with Euroclear's CREST settlement system ("**CREST**") in the amount (after giving effect to any required Tax withholdings as provided in Section 3.6) of cash that such CDI Holder has the right to receive pursuant to Section 2.1. The creation of such assured payment obligation shall be a complete discharge of the obligations of Parent under this Agreement with reference to payments made through CREST. Where a CDI Holder is a nominee of a person beneficially interested in such Company Depositary Interests, the payments will be made to such nominee which will be responsible for forwarding such payments to the persons entitled to them under the nominee arrangements.

3.3. Transfers. From and after the Effective Time, there shall be no transfers on the stock transfer books of the Company of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time.

3.4. Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments of the Exchange Fund) that remains unclaimed by the 180th calendar day after the Effective Time shall, upon the written request of Parent, be delivered to Parent. Any holder of Shares (other than Excluded Shares) who has not theretofore complied with this Article III shall thereafter look only to Parent for payment of the Merger Consideration. Notwithstanding the foregoing, none of the Surviving Corporation, Parent, the Paying Agent or any other Person shall be liable to any former holder of shares of Company Common Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws. For the purposes of this Agreement, the term "**Person**" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature.

3.5. Lost, Stolen or Destroyed Certificates. In the event any Certificate representing Shares (other than Excluded Shares) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact and the posting of a security bond in form and substance acceptable to the Paying Agent by the Person claiming such Certificate to be lost, stolen or destroyed and upon such terms as may be required by Parent as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent will issue in exchange for such lost, stolen or destroyed Certificate any cash that would be payable or deliverable in respect thereof pursuant to this Agreement had such lost, stolen or destroyed Certificate been surrendered.

3.6. Withholding Rights. Each of Parent and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of Company Common Stock such amounts as it is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "**Code**") or any other applicable state, local or foreign Tax Law. To the extent that amounts are so withheld by the Surviving Corporation or Parent, as the case may be, such withheld amounts (a) shall be timely remitted by Parent or the Surviving Corporation, as applicable, to the applicable Governmental Entity and (b) shall be treated for all purposes of this Agreement as having been paid to the holder of shares of Company Common Stock in respect of which such deduction and withholding was made by the Surviving Corporation or Parent, as the case may be.

3.7. Appraisal Rights. No Person who has duly demanded appraisal in accordance with Section 262 of the DGCL shall be entitled to receive the Merger Consideration with respect to the Shares owned by such Person and for which appraisal has been demanded unless and until the holder thereof shall have effectively withdrawn or lost such holder's right to appraisal under the DGCL and any Dissenting Stockholder shall be entitled to receive only the payment provided by Section 262 of the DGCL with respect to shares of Company Common Stock owned by such Dissenting Stockholder. The Company shall give Parent (a) prompt notice of any written demands for appraisal, attempted withdrawals of such demands and any other instruments served pursuant to applicable Law received by the Company relating to stockholders' rights of appraisal and (b) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal under the DGCL. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for appraisals, offer to settle or settle any such demands or approve any withdrawal of any such demands.

3.8. Adjustments to Prevent Dilution. Notwithstanding anything in this Agreement to the contrary, if, from the date of this Agreement to the earlier of the Effective Time and termination in accordance with Article VIII, the issued and outstanding shares of Company Common Stock or securities convertible or exchangeable into or exercisable for shares of Company Common Stock shall have been changed into a different number of shares or securities or a different class by reason of any reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, or other similar transaction, or a stock dividend with a record date within such period shall have been declared, then the Merger Consideration shall be equitably adjusted to provide the holders of shares of Company Common Stock and Company Options and Parent the same economic effect as contemplated by this Agreement prior to such event, and such items, so adjusted, shall, from and after the date of such event, be the Merger Consideration. Nothing in this Section 3.8 shall be construed to permit the Company or any Subsidiary of the Company to take any action except to the extent consistent with, and not otherwise prohibited by, the terms of this Agreement.

ARTICLE IV

Representations and Warranties of the Company

Except as set forth in the corresponding sections of the disclosure letter delivered to Parent by the Company prior to entering into this Agreement (the "**Company Disclosure Letter**"), the Company hereby represents and warrants to Parent and Merger Sub that:

4.1. Organization, Good Standing and Qualification.

(a) Each of the Company and its Subsidiaries is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has made available to Parent prior to the date of this Agreement accurate and complete copies of the Company's certificates of incorporation and bylaws or comparable governing documents, each as amended prior to the date of this Agreement, and accurate and complete copies of its Subsidiaries' certificates of incorporation and bylaws or comparable governing documents, each as amended to the date of this Agreement, and each as made available to Parent is in full force and effect. Section 4.1(a) of the Company Disclosure Letter contains an accurate and complete list of each jurisdiction in which the Company and its Subsidiaries are organized and qualified to do business.

(b) As used in this Agreement, the term:

(i) "**Subsidiary**" means, with respect to any Person, any other Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries; and

(ii) "**Material Adverse Effect**" means any change, event, occurrence or effect that, individually or taken together with any other changes, events, occurrences or effects is, or would reasonably be expected to be, materially adverse to (A) the financial condition, properties, assets, liabilities, business, or results of operations of the Company and its Subsidiaries, taken as a whole or (B) the ability of the Company to timely perform its obligations hereunder or consummate the transactions contemplated hereby on a timely basis; provided, however, that none of the following shall be deemed to constitute a Material Adverse Effect:

(A) changes in the economy, credit, capital, securities or financial markets in the United States or in any jurisdiction in which the Company or any of its Subsidiaries operates (including Brexit and any governmental response thereto);

(B) changes that are the result of factors generally affecting the LED systems, laser modules or laser diode industries, including disruption in the global supply chain;

(C) changes in United States generally accepted accounting principles ("**GAAP**"), in the United Kingdom or Ireland to applicable International Financial Reporting Standards ("**IFRS**") in respect of, or in any Law unrelated to the Merger and of general applicability after the date of this Agreement;

(D) any failure by the Company to meet any internal or public projections or forecasts or estimates of revenues or earnings for any period ending prior to the Closing; provided that the exception in this clause (D) shall not prevent or otherwise affect a determination that any change, event, occurrence or effect underlying such failure (if not otherwise excluded under this definition) has resulted in, or contributed to, a Material Adverse Effect;

(E) any change, event, occurrence or effect resulting from acts of war (whether or not declared), civil disobedience or insurrection, hostilities, sabotage, terrorism, military actions or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other weather or natural disaster, any outbreak of illness or other public health event (including the COVID-19 pandemic and any governmental or public health response thereto) or any other force majeure event, whether or not caused by any Person, or any national or international calamity or crisis;

(F) a decline in the market price, or change in trading volume, of the shares of Company Common Stock on AIM; provided that the exception in this clause (F) shall not prevent or otherwise affect a determination that any change, event, occurrence or effect underlying such decline (if not otherwise excluded under this definition) has resulted in, or contributed to, a Material Adverse Effect; and

(G)(i) the negotiation, execution, announcement, pendency or performance of this Agreement or the consummation or pendency of the Transactions (other than for purposes of any representation or warranty contained in Section 4.4) or (ii) any action taken by the Company or its Subsidiaries that is required by this Agreement or with Parent's written consent or at Parent's written request, or the failure to take any action by the Company or its Subsidiaries if that action is prohibited by this Agreement to the extent Parent fails to give its consent thereto after a written request therefor pursuant to Section 6.1;

provided, further that, any change, event, occurrence or effect referred to in clauses (A), (B), (C) and (E) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur if it (1) primarily relates to (or has the effect of primarily relating to) the Company and its Subsidiaries or (2) disproportionately adversely affects the Company and its Subsidiaries compared to other participants in the industries in which the Company or its Subsidiaries conduct their business (in which case, only the incremental disproportionate adverse effect may be taken into account in determining whether a Material Adverse Effect has occurred).

4.2. Capital Structure.

(a) The authorized capital stock of the Company consists of 250,000,000 shares of Company Common Stock, of which 93,300,402 shares were outstanding as of the close of business on November 9, 2021. All of the outstanding shares of Company Common Stock have been duly authorized and are validly issued, fully paid and nonassessable. The Company has no shares of Company Common Stock reserved for issuance, except that, as of November 9, 2021, there was an aggregate of 16,626,786 shares of Company Common Stock reserved for issuance pursuant to both the Stock Plan and the Rights Agreement of the Company dated as of August 28, 2014, as amended (the "**Rights Agreement**"). Each of the outstanding shares of capital stock or other securities of each of the Company's Subsidiaries is duly authorized, validly issued, allotted, fully paid without further obligation of the holder to contribute additional funds and owned by the Company or by a direct or indirect wholly owned Subsidiary of the Company, free and clear of any pledge, lien, charge, option, hypothecation, mortgage, security interest, adverse right, prior assignment, license, sublicense or any other encumbrance of any kind or nature whatsoever, whether contingent or absolute, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing (an "**Encumbrance**"). As of the close of business on November 9, 2021, there were 65,795,143 outstanding Company Depositary Interests. Except to the extent set forth above, there are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate the Company or any of its Subsidiaries to issue or to sell any shares of capital stock or other securities of the Company or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Company or any of its Subsidiaries, and no securities or obligations evidencing such rights are authorized, issued or outstanding. Upon any issuance of any shares of Company Common Stock in accordance with the terms of the Stock Plan, such shares of Company Common Stock will be duly authorized, validly issued, fully paid and nonassessable and free and clear of any Encumbrance. Since the close of business on December 31, 2020, no shares of Company Common Stock have been issued and no Company Options have been granted. The Company does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter.

(b) Section 4.2(b) of the Company Disclosure Letter contains an accurate and complete list of all outstanding Company Options as of the close of business on November 9, 2021, including the number of shares of Company Common Stock subject to each Company Option and the holder, grant date, term, vesting schedule and exercise price with respect to each Company Option, as applicable.

(c) Each Company Option (i) was granted in material compliance with all applicable Laws and all of the terms and conditions of the Stock Plan pursuant to which it was issued, (ii) has an exercise price per share of Company common stock equal to or greater than the fair market value of a share of Company Common Stock on the date of such grant, (iii) has a grant date on or after the date on which the Company Board or Company Compensation

Committee actually approved such Company Option, (iv) qualifies for the Tax and accounting treatment afforded to such Company Option in the Company's Tax returns and (v) does not trigger any liability for the holder thereof under Section 409A of the Code.

(d) Section 4.2(d) of the Company Disclosure Letter sets forth (i) each of the Company's Subsidiaries and the ownership interest of the Company in each such Subsidiary and (ii) the Company's or its Subsidiaries' capital stock, equity interest or other direct or indirect ownership interest in any other Person other than securities in a publicly traded company held for investment by the Company or any of its Subsidiaries and consisting of less than 1% of the outstanding capital stock of such company.

(e) The register of members and all other statutory books of the Subsidiaries (where applicable) are up-to-date and contain complete and accurate records of all matters required to be dealt with in them and no Subsidiary has received any notice of any application or intended application for the rectification of its register of members and there are not any grounds known upon which such an application may be made.

4.3. Corporate Authority; Approval and Fairness.

(a) The Company has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger and the other transactions contemplated by this Agreement, subject only to (i) adoption of this Agreement by the holders of a majority of the outstanding shares of Company Common Stock entitled to vote on such matter at a stockholders' meeting duly called and held for such purpose and (ii) approval of the delisting of the Company Common Stock from AIM by the affirmative vote of 75% of the votes cast at the meeting in accordance with AIM Rule 41 (the "**Requisite Company Vote**"). This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "**Bankruptcy and Equity Exception**").

(b) The Company Board has (i) unanimously determined that the Merger is fair to, and in the best interests of, the Company and its stockholders, approved and declared advisable this Agreement and the Merger and the other transactions contemplated by this Agreement and resolved to recommend adoption of this Agreement to the holders of shares of Company Common Stock (the "**Company Recommendation**") and (ii) directed that this Agreement be submitted to the holders of shares of Company Common Stock for their adoption.

4.4. Governmental Filings; No Violations; Certain Contracts, Etc.

(a) Other than the filings, notices, reports, consents, registrations, approvals, permits, expirations of waiting periods or authorizations (i) pursuant to the DGCL, including the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, and (ii) required to be made pursuant to the AIM Rules for Companies as published by the London Stock Exchange (the "**AIM Rules**") and the rules of the SEC, FINRA and the OTC Markets

Group applicable to issuers whose securities are quoted on the OTC Pink Market (collectively, the "**OTC Rules**"), no filings, notices, reports, consents, registrations, approvals, permits or authorizations are required to be made by the Company with, nor are any required to be obtained by the Company from, any domestic, foreign or transnational governmental, quasi-governmental, regulatory or self-regulatory authority, agency, commission, body, department or instrumentality or any court, tribunal or arbitrator or other entity or subdivision thereof or other legislative, executive or judicial entity of any nature and any corporate entity, instrumentality or subdivision of any government, military or international organization, including any state-owned or affiliated company or hospital and any non-governmental body that has been authorized by Law to act for a governmental body (each, a "**Governmental Entity**"), in connection with the execution, delivery and performance of this Agreement by the Company and the consummation of the Merger and the other transactions contemplated by this Agreement, or in connection with the continuing operation of the business of the Company and its Subsidiaries following the Effective Time, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The execution, delivery and performance of this Agreement by the Company do not, and the consummation of the Merger and the other transactions contemplated by this Agreement will not, constitute or result in (i) a breach or violation of, or a default under, the certificate of incorporation or bylaws of the Company or the comparable governing documents of any of its Subsidiaries, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or default under, the creation or acceleration of any obligations under or the creation of an Encumbrance on any of the assets of the Company or any of its Subsidiaries pursuant to, any oral or written agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation (other than individual purchase orders) (each, a "**Contract**") binding upon the Company or any of its Subsidiaries or, assuming (solely with respect to performance of this Agreement and consummation of the Merger and the other transactions contemplated by this Agreement) compliance with the matters referred to in Section 4.4(a), under any Law to which the Company or any of its Subsidiaries is subject or (iii) any change in the rights or obligations of any party under any Contract binding upon the Company or any of its Subsidiaries, except, in the case of clauses (ii) or (iii) above, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5. Financial Statements; Internal Controls.

(a) Set forth on Section 4.5(a) of the Company Disclosure Letter are the following financial statements (collectively, the "**Financial Statements**"): (i) the audited balance sheets of the Company and its consolidated Subsidiaries as of December 31, 2020 and December 31, 2019, and the related audited consolidated statements of operation, consolidated statements of stockholders' equity and consolidated statements of cash flows for the 12 month periods then ended; (ii) the consolidated unaudited balance sheet of the Company as of September 30, 2021 ("**Most Recent Balance Sheet**"); and (iii) the related unaudited consolidated statements of operations, stockholders' equity and cash flows for the quarterly period then ended (the "**Interim Financial Statements**").

(b) Each of the Financial Statements (including the related notes and schedules thereto) fairly presents the consolidated financial position of the Company and its consolidated Subsidiaries as of its date and each of the consolidated balance sheets, consolidated statements of operation, consolidated statements of stockholders' equity and consolidated statements of cash flows included in the Financial Statements (including any related notes and schedules thereto) fairly presents the financial condition, results of operations, changes in stockholders' equity and cash flows, as the case may be, of the Company and its consolidated Subsidiaries for the periods set forth therein (subject, in the case of the Interim Financial Statements, to notes and normal year-end audit adjustments, in each case in accordance with GAAP or IFRS, as applicable, consistently applied during the periods involved, except as may be noted therein.

(c) The Company maintains a system of internal accounting controls sufficient, in all material respects, to provide reasonable assurances (i) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP or IFRS, as applicable, (ii) that receipts and expenditures of the Company and its Subsidiaries are being made in accordance with appropriate authorizations of management and the Company Board and (iii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets of the Company and its Subsidiaries.

(d) The Company is in compliance in all material respects with the AIM Rules and the OTC Rules.

(e) The books of account of the Company and its Subsidiaries are accurately maintained in all material respects in the ordinary course of business, the transactions entered therein represent bona fide transactions and the revenues, expenses, assets and liabilities of the Company and its Subsidiaries have been properly recorded therein in all material respects. Except as set forth on Section 4.5(e) of the Company Disclosure Letter, the corporate records and minute books of the Company and each of its Subsidiaries are, and for the last four years have been, maintained in accordance with all applicable Laws in all material respects and such corporate records and minute books are accurate and complete in all material respects, including the fact that the minute books contain the minutes of all meetings of the boards of directors, committees of the board and stockholders and all resolutions passed by the boards of directors, committees of the boards and the stockholders, except that minutes of certain recent meetings of the Company Board or committees thereof have not been finalized as of the date of this Agreement. All such corporate records and minute books of the Company and each of its Subsidiaries (with the exception of such corporate records and minute books from the past four years of the Company which are (i) subject to attorney client privilege, or (ii) relate to this Agreement and the transactions contemplated hereby) have been provided or otherwise made available to Parent prior to the date of this Agreement.

4.6. Absence of Certain Changes. Since December 31, 2020:

(a) the Company and its Subsidiaries have conducted their respective businesses only in, and have not engaged in any material transaction other than in accordance with, the ordinary course of such businesses;

(b) there has not been any change with respect to any circumstance, occurrence or development existing that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect; and

(c) (i) there has not been any material damage, destruction or other casualty loss with respect to any material asset or property owned, leased or otherwise used by the Company or any of its Subsidiaries, whether or not covered by insurance; (ii) there has not been any declaration, accrual, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of the Company or any of its Subsidiaries (except for dividends or other distributions by any direct or indirect wholly-owned Subsidiary to the Company or to any wholly-owned Subsidiary of the Company), or any repurchase, redemption or other acquisition by the Company or any of its Subsidiaries of any outstanding securities of the Company or any of its Subsidiaries; (iii) there has not been any material change in any method of accounting or accounting practice or internal controls (including internal controls over financial reporting) by the Company or any of its Subsidiaries, except those changes required by a change in GAAP, IFRS, AIM Rules, OTC Rules, FINRA Rules or SEC rules and regulations; (iv) there has not been (x) any (1) material increase in the compensation payable or to become payable to the officers or employees of the Company or any of its Subsidiaries, other than salary increases in the ordinary course or reinstatemetns of salaries reduced in response to the COVID-19 pandemic, or (2) payment to any director or officer of the Company or any of its Subsidiaries of any material bonus, or grant to any director or officer of the Company or any of its Subsidiaries of any rights to receive severance, termination, retention or Tax gross-up compensation or benefits (in any case, except for increases in the ordinary course of business consistent with past practice), (y) any establishment, adoption, entry into or material amendment of any Company Benefit Plan or (z) any action taken by the Company or any of its Subsidiaries to fund or in any other way secure the payment of compensation or benefits under any Company Benefit Plan; and (vi) there has not been any agreement to do any of the foregoing.

4.7. Litigation and Liabilities.

(a) There are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or other proceedings pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any Governmental Entity.

(i) The term "**Knowledge**" when used in this Agreement (A) with respect to the Company or any of its Subsidiaries means the actual knowledge of Timothy Losik, and (B) with respect to Parent means the actual knowledge of the executive officers of Parent.

(b) Except for obligations and liabilities (i) reflected or reserved against in the Most Recent Balance Sheet, (ii) incurred in the ordinary course of business since the date of the Most Recent Balance Sheet, (iii) incurred in connection with this Agreement or (iv) incurred pursuant to Contracts binding on the Company or any of its Subsidiaries or pursuant to which their respective assets are bound, there are no obligations or liabilities of the Company or any of its Subsidiaries, whether or not accrued, contingent or otherwise and whether or not required to be disclosed or any other facts or circumstances that would reasonably be expected to result in

any claims against, or obligations or liabilities of, the Company or any of its Subsidiaries, except as would not, individually or in the aggregate, have a Material Adverse Effect.

4.8. Employees.

(a) Other than the Employees, there are no other persons employed by the Company or any of its Subsidiaries who are assigned to the business of the Company or any of its Subsidiaries, or who will transfer to, or become the responsibility of, the Company or any of its Subsidiaries pursuant to the UK TUPE, IRISH TUPE or otherwise as a result of entering into this agreement or on Completion. All the Employees are employed by the Company or one of its Subsidiaries and are assigned to providing services to the Company one of its Subsidiaries.

(b) Section 4.8(b) of the Company Disclosure Letter contains complete and accurate details of:

(i) all Employees and Workers;

(ii) all individuals to whom the Company or any of its Subsidiaries has made an offer of employment or engagement since September 30, 2021;

(iii) all Employees who may have a right to return following maternity, paternity, adoption, shared parental or parental leave or who are on secondment or who are absent due to incapacity or ill-health or for or any other reason;

including the following:

(iv) the entity which employs or engages them;

(v) their job title;

(vi) their place of work;

(vii) the type of contract (whether fixed term or permanent, full or part-time); and

(viii) their annualized salary.

(c) The Company has provided to Parent copies of, or where no agreement or documents exist, complete and accurate details of:

(i) all directors' service agreements and service agreements or terms of engagement (as applicable) for all other Employees and Workers earning a basic annual remuneration of £60,000 (in the UK) or €70,000 (in Ireland) or more;

(ii) examples of all standard contracts of employment and terms of engagement for all Employees and Workers; and

(iii) staff handbooks, policies, procedures, benefits and schemes relating to any of the Employees or Workers.

(d) All Employees and Workers are employed or engaged on terms not materially different from the terms of the documents disclosed under paragraphs (c)(i) and (c)(ii) above (as applicable), and have signed written contracts with the Company or one of its Subsidiaries. All contracts of employment between the Company or any of its Subsidiaries and the UK Employees and UK Workers comply with section 1 of the UK Employment Rights Act 1996 and section 188 of the UK Companies Act 2006. All contracts of employment between the Company or any Subsidiaries and the Irish Employees comply with Section 9 of the Irish Minimum Notice and Terms of Employment Act, 1973 (as amended) and Section 249 of the Irish Companies Act 2014.

(e) Other than in the ordinary course of business, no variation to any of the terms of employment or engagement provided under Section 4.8(c) have been agreed or offered by the Company or any of its Subsidiaries and no increases in fees, salaries, wages, pension contributions or other benefits have been paid or are payable to any Employees or Workers since the date of the Most Recent Balance Sheet nor has there been any negotiation for such an increase, nor any notification of any demand for such an increase on behalf of any Employee or Worker.

(f) Neither the Company nor any of its Subsidiaries has, within a period of one year immediately preceding the date of this agreement, dismissed any Employee by reason of redundancy or given or become obliged to give notice of any redundancies to the UK Secretary of State or the Irish Minister for Social Protection (as applicable) nor started nor been obliged to start consultation with any of the Employees or their representatives in any independent trade union under the relevant provisions of either the UK Trade Union and Labour Relations (Consolidation) Act 1992 or UK the Employment Rights Act 1996 (both Acts as amended from time to time) (in respect of UK Employees) or the Irish Protection of Employment Acts 1977-2014 or the Irish Employees (Provision of Information and Consultation) Act 2006 (in respect of Irish Employees). Neither the Company nor any of its Subsidiaries has any discretionary or customary redundancy scheme providing payments or benefits in addition to any statutory entitlement.

(g) In the two years preceding the date of this Agreement, (i) all holiday pay for each of the UK Employees and UK Workers for periods of holiday taken under regulation 13 of the Working Time Regulations 1998 has been calculated and paid in accordance with the European Working Time Directive and any applicable case law and (ii) all annual leave entitlements of Irish Employees have been calculated in accordance with Section 19 of the Irish Organisation of Working Time Act 1997.

(h) The Company and any of its Subsidiaries has, in relation to each of its Employees and Workers and former officers, employees and workers:

(i) materially complied with its statutory and contractual obligations; and

(ii) maintained complete, up to date and accurate records.

(i) All Employees and Workers have the legal right to work in their primary, respective jurisdictions of employment.

(j) Reserved.

(k) Neither the Company nor any of its Subsidiaries is a party to any Contract to make a payment or provide a benefit to any Employee in connection with the actual or proposed termination of employment or variation of an employment contract.

(l) Neither the Company nor any of its Subsidiaries is a party to any agreement or arrangement with any trade union, works council, staff association or other body representing any of its Employees.

(m) No UK Employees or UK Workers earning over £45,000 or Irish Employees or Workers earning over EUR40,000 (i) have given notice terminating his or her contract of employment or engagement, or (ii) are under notice of termination for any reason.

(n) There are no current, pending, or, to the Knowledge of the Company, threatened investigations, grievances or disciplinary procedures by the Company relating to any Employee.

(o) There are no current, pending, or, to the Knowledge of the Company, anticipated data subject access requests relating to the Company or any of its Subsidiaries from or on behalf of any Employee or Worker.

(p) No dispute, claim or litigation has arisen within the last three years between the Company or any of its Subsidiaries and any of its or their Employees or Workers or former or prospective employees, officers or workers and no such dispute, claim or litigation is current or, to the Knowledge of the Company, pending. To the Knowledge of the Company, there are no present circumstances which are likely to give rise to any such dispute, claim or litigation.

(q) There are no terms and conditions in any contract with any Employee or Worker pursuant to which such person will be entitled to receive any payment or benefit or such person's rights will change as a direct consequence of the transaction contemplated by this agreement.

(r) There are no amounts owing or agreed to be loaned or advanced by the Company or any of its Subsidiaries to any Employee or Worker (other than amounts representing remuneration accrued due for the current pay period, accrued holiday or for reimbursement of expenses accrued in the ordinary course of business).

(s) The Company and any of its Subsidiaries has complied with its applicable obligations under the Modern Slavery Act 2015 as amended from time to time.

(t) In the period of five years preceding the date of this agreement, neither the Company nor any of its Subsidiaries (nor any predecessor or owner of any part of their businesses) has been a party to a relevant transfer for the purposes of UK TUPE or Irish TUPE

affecting any of their employees or any other persons employed or engaged in the business of the Company or any of its Subsidiaries and, to the Knowledge of the Company, no event has occurred which may involve such persons being involved in such a transfer in the future. No such persons have had their terms or conditions varied for any reason as a result of or in connection with such a transfer.

As used in this Agreement, the term:

(i) "**Employees**" means the individuals employed by the Company or any of its Subsidiaries under a contract of employment.

(ii) "**European Working Time Directive**" means Directive 2003/88/EC of the European Parliament and of the council of 4 November 2003 concerning certain aspects of the organisation of working time, as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.

(iii) "**Irish Employees**" means Employees that are subject to Irish employment law.

(iv) "**IRISH TUPE**" means the Irish European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as amended from time to time).

(v) "**UK TUPE**" means the UK Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.

(vi) "**UK Employees"** means Employees that are working in the United Kingdom or otherwise subject to UK employment law.

(vii) "**UK Workers**" means a worker within the meaning of regulation 2(1) of the Working Time Regulations 1998.

(viii) "**Workers**" means the individuals engaged to provide services to the Company or any of its Subsidiaries under any agreement which is not a contract of employment with the Company or any of its Subsidiaries, including, without limitation, consultants, contractors, agency workers and non-executive directors.

4.9. Labor Matters.

(a) None of the Company or any of its Subsidiaries is a party to any collective bargaining agreement or other agreement with a labor union or similar organization, and to the Knowledge of the Company, there are no activities or proceedings by any individual or group of individuals, including representatives of any labor organizations or labor unions, to organize any employees of the Company or any of its Subsidiaries.

(b) As of the date of this Agreement and during the three years immediately preceding the date of this Agreement, there is no, and has not been any, strike, lockout, slowdown, work stoppage, unfair labor practice or other labor dispute, or arbitration or grievance pending or, to the Knowledge of the Company, threatened. Each of the Company and its

Subsidiaries is in compliance in all material respects with all applicable Laws respecting labor, employment and employment practices, terms and conditions of employment, affirmative action, employee privacy, wages and hours and occupational safety and health. None of the Company or any of its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act and the regulations promulgated thereunder or any similar state or local Law that remains unsatisfied.

4.10. Compliance with Laws; Permits.

(a) The businesses of each of the Company and its Subsidiaries have not been during the past five years, and are not being, conducted in violation of any federal, state, local, foreign, international or transnational law, statute, ordinance, common law, rule, regulation, standard, judgment, determination, order, writ, injunction, decree, arbitration award, treaty, agency requirement, authorization, license or permit of any Governmental Entity (collectively, "**Laws**"), except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Company and each of its Subsidiaries has obtained and is in the past five years has been in compliance with all permits, licenses, certifications, approvals, registrations, consents, authorizations, franchises, variances, exemptions and orders issued or granted by a Governmental Entity ("**Permits**") necessary to conduct their respective businesses as presently conducted, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Permits shall cease to be effective as a result of the consummation of the Merger or the other transactions contemplated by this Agreement except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) The Company, its Subsidiaries, their respective officers, directors, and, to the Knowledge of the Company, any of their respective employees, agents and other Persons acting on their behalf are in the past five years has been in compliance with and have complied with (i) the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78dd1, et seq.) ("**FCPA**") (ii) the UK Bribery Act 2010, (iii) Irish Criminal Justice (Corruption Offences) Act 2018 and (iv) the provisions of all anti-bribery, anti-corruption and anti-money laundering Laws of each jurisdiction in which the Company and its Subsidiaries operate or have operated and in which any agent or representative thereof is conducting or has conducted business involving the Company or any of its Subsidiaries. None of the Company, any of its Subsidiaries or, any of their respective officers, directors, or, to the Knowledge of the Company, any of their respective employees, agents and other Persons acting on their behalf during the past five years have, directly or indirectly, paid, offered or promised to pay, or authorized, ratified or accepted the payment, directly or indirectly, of any monies or anything of value to any national, provincial, municipal or other Government Official or any political party, official of any political party or candidate for political office or another person (within the meaning given in Section 7(3) of the UK Bribery Act 2010 for the purpose of (A) influencing any official act, decision or omission of such Government Official or Governmental Entity or inducing such Government Official or Governmental Entity to affect or influence any act or decision of another Government Official or Governmental Entity; (B) inducing such Government Official or Governmental Entity to do or omit to do any act in violation of the lawful duty of such Government Official or

Governmental Entity; (C) influencing any act or decision of such official or of any Government Official or Governmental Entity to obtain or retain business, or direct business to any person or to secure any other improper benefit or advantage, in each case in violation of the FCPA, the UK Bribery Act 2010, the Irish Criminal Justice (Corruption Offences) Act 2018 or any Laws described in clause (iii) of the first sentence of this paragraph (c), (D) securing any improper advantage or intending to obtain or retain business or advantage in the conduct of business for the Company or its Subsidiaries. As used in this Agreement, the term "**Government Official**" means any official, de facto official, officer, employee or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity, and includes any official or employee of any entity directly or indirectly owned or controlled by any Governmental Entity, any officer or employee of a public international organization, as well as any Person acting in an official capacity for or on behalf of any such Governmental Entity or for or on behalf of any such public international organization, and any candidate for political office, any political party or any official of a political party. The Company and its Subsidiaries have not directly or indirectly established or maintained any material fund or asset with respect to the Company or its Subsidiaries that has not been accurately recorded in its books and records. The Company and its Subsidiaries have (x) instituted adequate policies and procedures (in line with the guidance published by the Secretary of State under Section 9 of the Bribery Act 2010) designed to ensure compliance with the FCPA, the UK Bribery Act 2010, the Irish Criminal Justice (Corruption Offences) Act 2018 and other anti-bribery, anti-corruption and anti-money laundering Laws in each jurisdiction in which the Company or any of its Subsidiaries operate and (y) maintained such policies and procedures in force. To the Knowledge of the Company, no claims, complaints, charges, investigations, inquiry, voluntary disclosures or proceedings are pending, expected or threatened under the FCPA, the UK Bribery Act 2010, the Irish Criminal Justice (Corruption Offences) Act 2018 or any Laws described in clause (iii) of the first sentence of this paragraph (c).

(d) The Company, each of its Subsidiaries and, to the Knowledge of the Company, its respective directors, officers, employees agents and representatives (in each case in their capacity as such) during the past five years has been and currently is in compliance with all applicable Economic Sanctions Laws, Modern Slavery and Human Trafficking Law and antitrust laws. The Company and its Subsidiaries have not conducted or engaged during the last five years, nor conducts or engages, in any activities, sales, purchases, transactions, business, dealings or deliveries in or with or from or to, any country or other territory that was at the relevant time a Sanctioned Territory or any person, organisation or vessel that was at the relevant time a Sanctioned Person, in each case directly or indirectly through any party, including, to the Knowledge of the Company, any of its or its or their directors, officers, employees, distributors, agents or other persons acting on its or their behalf. Neither the Company, its Subsidiaries nor any of its respective directors or officers or any of their employees, agents or representatives is a Sanctioned Person or has engaged in any transaction, activity or conduct that could reasonably be expected to result in its being designated as a Sanctioned Person. Section 4.10(d) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date of this Agreement, of material licenses or authorizations under the Economic Sanctions Laws, if any. The Company and its Subsidiaries have (i) instituted policies and procedures designed to ensure compliance with the Economic Sanctions Laws, Modern Slavery and Human Trafficking Laws and antitrust laws in each jurisdiction in which the Company and its Subsidiaries operate or are

otherwise subject to jurisdiction and (ii) maintained such policies and procedures in force. To the Knowledge of the Company, no claims, complaints, charges, investigations, inquiry, voluntary disclosures or proceedings are pending, expected or threatened by or against the Company, and no fine, penalty or other type of disciplinary action has been imposed or threatened to be imposed on the Company or any of their directors, officers, employees or agents (in their capacity as such), in connection with any violation or alleged violation of any Economic Sanctions Law, Modern Slavery and Human Trafficking Laws or antitrust laws.

(e) As used in this Agreement, the term:

(i) "**Economic Sanctions Law**" means any applicable economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced from time to time by any Sanctions Authority, including the U.S. International Traffic in Arms Regulations, the Export Administration Regulations and U.S. sanctions Laws and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (other than the economic sanctions law, compliance with which would breach the law or regulation of the European Union or the United Kingdom);

(ii) "**Modern Slavery and Human Trafficking Law**" means all applicable anti-slavery or human trafficking laws, statutes, regulations and codes from time to time in force, including laws, statues and regulations relating to immigration, recruitment, forced labour, child labour, working hours, minimum pay and work place condition;

(iii) "**Sanctioned Person**" means any person, organisation or vessel: (a) listed on, or owned or controlled (as such terms, including any applicable ownership and control requirements, are defined and construed in the applicable Economic Sanctions Law or in any related official guidance) by a person or organisation listed on, a Sanctions List; (b) a government of a Sanctioned Territory; (c) an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Territory; (d) resident or located in, operating from, or incorporated under the laws of, a Sanctioned Territory; or (e) otherwise a target of any Economic Sanctions Law, or is acting on behalf of any of the persons listed in sections (a) to (d) above, for the purpose of evading or avoiding, or having the intended effect of or intending to evade or avoid, or facilitating the evasion or avoidance of any Economic Sanctions Law

(iv) "**Sanctioned Territory**" means any country or other territory subject to a general export, import, financial or investment embargo under any Economic Sanctions Law, which, as of the date of this Agreement, include Crimea, Cuba, Iran, North Korea and Syria;

(v) "**Sanctions Authority**" means: (a) the United States; (b) the United Nations Security Council; (c) the European Union or any member state thereof; (d) the United Kingdom; or (e) the respective governmental institutions of any of the foregoing including, without limitation, OFAC, the U.S. Department of Commerce, the U.S. Department of State, any other agency of the U.S. government, and Her Majesty's Treasury;

(vi) "**Sanctions List**" means any of the lists of designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended,

supplemented or substituted from time to time, including, without limitation, the List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Sectoral Sanctions Identifications List, and List of Persons Identified as Blocked Solely Pursuant to Executive Order 13599, each administered by OFAC; the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; and the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury in the UK and the Consolidated Financial Sanctions List maintained by the European Union.

4.11. Takeover Statutes. The Company Board has taken all action required to ensure that no "fair price," "moratorium," "control share acquisition" or other similar anti-takeover statute or regulation (each, a "**Takeover Statute**") or any anti-takeover provision in the Company's certificate of incorporation or bylaws is applicable to the Company, the shares of Company Common Stock, the Merger or the other transactions contemplated by this Agreement. As of the date of this Agreement, the Company Board has taken all action necessary, assuming the accuracy of the representation in Section 5.5, so that the restrictions on business combinations contained in Section 203 of the DGCL and in Article 13 of the Company's Charter will not apply with respect to or as a result of this Agreement or the transactions contemplated by this Agreement. None of the execution and delivery of this Agreement, stockholder or other approval of this Agreement or the consummation of the Merger and the other transactions contemplated by this Agreement could, either alone or in combination with another event, subject Parent, the Company or any of their respective Affiliates to any obligation under applicable Laws or applicable stock exchange rules or regulations to initiate, propose, facilitate or effect any merger proposal, amalgamation, consolidation, dissolution, liquidation, tender offer, exchange offer, recapitalization, reorganization, spin-off, share exchange, business combination or similar transaction involving the Company or any of its Subsidiaries, other than the Merger and the other transactions contemplated by this Agreement. In addition, by virtue of its status as a company incorporated in the State of Delaware, the City Code on Takeovers and Mergers (the "**UK Takeover Code**") does not apply to the Company and the Company has made no public undertakings that the Company would act as if it were subject to the UK Takeover Code in the event of a takeover or merger. Accordingly, the UK Takeover Code does not apply to the Merger in any respect. For purposes of this Agreement, the term "**Affiliate**" when used with respect to any party shall mean any Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Person specified, and the term "**Control**" (including the terms "Controlling," "Controlled by" or "under common Control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

4.12. Environmental Matters.

(a) (i) The Company has complied at all times in all material respects with all applicable Environmental Laws and environmental Permits; (ii) to the Knowledge of the Company, no property (including soils, groundwater, surface water, buildings or other structures) currently or formerly owned or operated by the Company has been contaminated with any Hazardous Substance that could reasonably be expected to result in its liability pursuant to any Environmental Law; (iii) to the Knowledge of the Company, there are no other liabilities or

obligations of the Company relating to any Environmental Law or the release of any Hazardous Substance; (iv) the Company has not received any written notice, demand, letter, claim or request for information alleging that the Company may be in violation of or subject to liability under any Environmental Law; (v) neither the Company nor any Subsidiary is subject to any order, decree, injunction or other binding arrangement with any Governmental Entity concerning any liability or obligations relating to any Environmental Law; (vi) to the Knowledge of the Company, there are no other circumstances or conditions involving the Company that could reasonably be expected to result in any material claim, liability, investigation, cost or restriction on the ownership, use or transfer of any property in connection with any Environmental Law; and (vii) the Company has not, by agreement or operation of law, assumed, undertaken or otherwise become subject to any liability of another Person relating to Environmental Laws.

(b) The Company has delivered to Parent copies of all reports, studies, assessments, sampling data and other information addressing conditions, acts or inactions that could result in its liability relating to Environmental Laws in its possession relating to Company or any of its current or former properties or operations.

(c) As used in this Agreement, the term:

(i) "**Environmental Law**" means Law relating to: (A) the protection of health, safety or the environment; (B) the handling, use, presence, disposal, release or threatened release of any Hazardous Substance; or (C) noise, odor, indoor air, employee exposure, wetlands, pollution, contamination or any injury or threat of injury to persons or property by any Hazardous Substance present in or released into the environment.

(ii) "**Hazardous Substance**" means any substance that is: (A) listed, classified or regulated pursuant to any Environmental Law; and (B) any petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, mold, radioactive material or radon.

(d) The representations in this subsection 4.12 are the Company's exclusive representations with respect to Environmental Laws.

4.13. Tax Matters.

(a) The Company and each of its Subsidiaries (i) have prepared in good faith and duly and timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by any of them with the appropriate Taxing authority and all such filed Tax Returns are accurate and complete in all material respects; (ii) have paid all material Taxes that are required to be paid (whether or not shown on any Tax Returns) except for Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP or IFRS, as applicable; (iii) have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, stockholder, creditor, independent contractor or third party (each as determined for Tax purposes); (iv) have complied with all information reporting (and related withholding) and record retention requirements; and (v) have not waived any statute of limitations with respect to

Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency and there has been no request by a Governmental Entity to execute such a waiver or extension.

(b) The Company and each of its Subsidiaries have made adequate provision in accordance with GAAP or IFRS, as applicable, for Taxes that are not yet due and payable for all taxable periods, or portions thereof, ending on or before the date of this Agreement.

(c) [Intentionally Blank].

(d) In the last six years, neither the Company nor any of its Subsidiaries has been informed in writing by any jurisdiction that the jurisdiction believes that the Company or any of its Subsidiaries was required to file any Tax Return that was not filed.

(e) The Company has made available to Parent prior to the date of this Agreement accurate and complete copies of any private letter ruling requests, closing agreements or gain recognition agreements with respect to Taxes requested or executed in the last six years.

(f) There are no Encumbrances for Taxes (except Taxes not yet due and payable) on any of the assets of the Company or any of its Subsidiaries.

(g) Neither the Company nor any of its Subsidiaries is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement (other than (A) such an agreement or arrangement exclusively between or among the Company and its Subsidiaries and (B) any agreement or arrangement entered into in the ordinary course of business and not primarily related to Taxes).

(h) Neither the Company nor any of its Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was the Company) or (B) has any liability for the Taxes of any person (other than the Company or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of Law), as a transferee or successor, by contract or otherwise.

(i) Neither the Company nor any of its Subsidiaries has been, within the past two years or otherwise as part of a "plan (or series of related transactions)" within the meaning of Section 355(e)of the Code of which the Merger is also a part, a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(j) Neither the Company nor any of its Subsidiaries has participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b) or any other transaction requiring disclosure under analogous provisions of Tax Law.

(k) At no time during the past five years has the Company been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

(l) Neither the Company nor any of its Subsidiaries will be required to include any item of income in, or to exclude any item of deduction from, taxable income in any taxable period (or portion thereof) ending after the Closing Date as a result of any closing

agreement, installment sale or open transaction on or prior to the Closing Date, any accounting method change or agreement with any Tax authority, any prepaid amount received on or prior to the Closing Date, any intercompany transaction or excess loss account described in Section 1502 of the Code (or any corresponding provision of Tax Law), or any election pursuant to Section 108(i) of the Code (or any similar provision of Law) made with respect to any taxable period ending on or prior to the Closing Date.

(m) As used in this Agreement, (i) the term "**Tax**" (including, with correlative meaning, the term "**Taxes**") includes all federal, state, local and foreign income, windfall or other profits, franchise, net income, gross receipts, environmental, customs duty, capital stock, severances, stamp, transfer, payroll, sales, employment, unemployment, disability, use, property, withholding, excise (including medical device excise taxes), production, value added, escheat, unclaimed property, occupancy and other taxes, duties or assessments in the nature of a tax, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions and (ii) the term "**Tax Return**" includes all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, required to be filed or supplied to Taxing authority.

4.14. Intellectual Property.

(a) Section 4.14(a) of the Company Disclosure Letter sets forth an accurate and complete list of all Registered Intellectual Property Rights owned by the Company or any of its Subsidiaries (the "**Registered IP**"), setting forth for each item (i) the registration and/or application number (as applicable), (ii) the registration and/or application date (as applicable) and (iii) the applicable filing jurisdiction (or in the case of an Internet domain name, the applicable domain name registrar). To the Knowledge of the Company, all of the Registered IP is valid, subsisting and enforceable, and none of the Registered IP is subject to any outstanding order, judgment, decree or agreement adversely affecting the Company's or any of its Subsidiaries' ownership or use of, or rights in or to, any Registered IP. None of the Registered IP is involved or has been involved in the three years prior to the date of this Agreement in any inventorship challenge, interference, reissue, re-examination, opposition, invalidity, nullity or any other proceeding before the United States Patent and Trademark Office or any similar Governmental Entity.

(b) To the Knowledge of the Company, the Company and its Subsidiaries solely and exclusively own or have a valid and enforceable right to use all Intellectual Property Rights used in or necessary for the conduct of their respective businesses as currently conducted free and clear of any Encumbrances (the "**Company Intellectual Property**"). The Company Intellectual Property will continue to be owned or available for use by the Company and its Subsidiaries after the consummation of the transactions contemplated by this Agreement on the same terms and conditions as are in place on the date of this Agreement, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) To the Knowledge of the Company, neither the conduct of the business of the Company or any of its Subsidiaries nor the development, manufacture, use, sale, commercialization or other exploitation of any product or service of the Company or any of its

Subsidiaries infringes, misappropriates or otherwise violates any Intellectual Property Rights of any Person, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no claim, action, suit, proceeding, investigation or notice (including any "cease and desist" letter or written invitation to take a license) pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries alleging that the Company or any of its Subsidiaries or any of their respective products or services is infringing, misappropriating or otherwise violating the Intellectual Property Rights of any Person, and there has been no such claim, action, suit, proceeding, investigation or notice in the three years prior to the date of this Agreement.

(d) To the Knowledge of the Company, no Person is infringing, misappropriating or otherwise violating any Company Intellectual Property. In the three years prior to the date of this Agreement, neither the Company nor any of its Subsidiaries has, asserted any claim, action, suit, proceeding or investigation (including any "cease and desist" letter or written invitation to take a license) against any Person alleging infringement, misappropriation or any other violation of any Company Intellectual Property.

(e) The Company and each of its Subsidiaries have obtained from each Person (including current and former employees, officers, directors, consultants and contractors, collectively, "**Company Personnel**") who has created or developed any Intellectual Property Rights for or on behalf of the Company or any of its Subsidiaries, a written, valid and enforceable assignment of such Intellectual Property Rights to the Company or one of its Subsidiaries, as applicable. Any Intellectual Property Rights created, prepared, developed or conceived by employees for or on behalf of the Company or any of its Subsidiaries were created, prepared, developed or conceived within the scope of their employment. Any Intellectual Property Rights created, prepared, developed or conceived by independent contractors for or on behalf of the Company or any of its Subsidiaries were created, prepared, developed or conceived (i) without using any of their employers' equipment, supplies, facilities, confidential information or Trade Secrets and (ii) not on their employers' time. To the Knowledge of the Company, no present or former independent contractor engaged by the Company or any of its Subsidiaries has violated any agreement between such independent contractor and his or her current or former employer. To the Knowledge of the Company, none of the Company Personnel has included or embedded any Intellectual Property Rights of any third party into any of the products, services or other assets of the Company or any of its Subsidiaries. To the extent any of the Company Personnel has included or embedded any Intellectual Property Rights of any third party into any of the products, services or other assets of the Company or any of its Subsidiaries, the Company and its Subsidiaries have been granted an irrevocable, perpetual, royalty-free, fully paid-up, worldwide license to exploit such Intellectual Property Rights in any manner and for any purpose.

(f) The Company and its Subsidiaries have taken commercially reasonable measures to protect the confidentiality and value of all the Company Intellectual Property, including Trade Secrets and, to the Knowledge of the Company, no Trade Secrets included in the Company Intellectual Property have been used, disclosed to or discovered by any Person except pursuant to written, valid and enforceable non-disclosure and/or license agreements which have not been breached.

(g) The Company IT Assets (i) operate and perform as required by the Company and each of its Subsidiaries for the operation of their respective businesses, (ii) have not materially malfunctioned or failed in the three years prior to the date of this Agreement in a manner that has had a material impact on the business of the Company or any of its Subsidiaries and (iii) are free from material bugs or other defects. The Company and each of its Subsidiaries has taken commercially reasonable measures to (A) protect the confidentiality, integrity and security of the Company IT Assets from any unauthorized access, use, interruption or modification by any third parties, including the implementation of reasonable backup and disaster recovery technology processes consistent with best industry practices and (B) prevent the introduction of malicious code into any Company IT Assets, which are regularly updated and consistent with best industry practices. To the Knowledge of the Company, no Person has gained unauthorized access to any Company IT Asset.

(h) No Company Software that is included in any product or service distributed by the Company or any of its Subsidiaries to any third party contains any Software that is subject to any obligation or condition under any license identified as an open source license by the Open Source Initiative (www.opensource.org/) (any such Software, an "**Open Source Software**") that conditions the distribution of such Company Software on (i) the disclosure, licensing or distribution of any source code for any such Company Software (including any Intellectual Property Rights embodied therein), (ii) granting licensees of such Company Software the right to make derivative works or other modifications to any such Company Software, (iii) the licensing of such Company Software under any term or condition that allows any such Company Software to be reverse engineered, reverse assembled or disassembled or (iv) the redistribution of any such Company Software at no license fee or any other payment. No third party has made any claim, and to the Knowledge of Company, no third party has any basis for making any claim, against the Company or any of its Subsidiaries, seeking to terminate the Company's or any of its Subsidiaries use of any Open Source Software, in any Company Software.

(i) For purposes of this Agreement, the following terms have the following meanings:

(i) "**Company IT Assets**" means all computers, Software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and all other information technology equipment and associated documentation owned or used by the Company or any of its Subsidiaries.

(ii) "**Company Software**" means any Software owned by the Company or any of its Subsidiaries.

(iii) "**Intellectual Property Rights**" means all intellectual property rights arising under the Laws of any jurisdiction in the world or any international treaty or convention, including all rights in any of the following: (i) trademarks, service marks, brand names, trade names, Internet domain names, logos, symbols, trade dress and any and all other similar indicia of origin, and all registrations and applications for registration of any of the foregoing, in each case, including all goodwill associated therewith and symbolized thereby; (ii) patents and patent applications, including provisional applications, statutory invention

registrations and all related continuations, continuation-in-part, divisions, reissues, re-examinations, substitutions and extensions thereof; (iii) trade secrets and any other proprietary rights in any proprietary information, know-how, data and databases, processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists (collectively, "**Trade Secrets**"); (iv) published and unpublished works of authorship, whether copyrightable or not (including Software, data, databases and other compilations of information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof.

(iv) "**Software**" means any and all computer programs and other software, including software implementations of algorithms, models, and methodologies, whether in source code, object code or other form, including libraries, subroutines and other components thereof, together with input and output formats.

(v) "**Registered**" means issued by, registered with or the subject of a pending application before any Governmental Entity or Internet domain name registrar.

4.15. Insurance. All fire and casualty, general liability, business interruption, product liability, sprinkler and water damage, workers' compensation and employer liability, directors, officers and fiduciaries policies and other liability insurance policies ("**Insurance Policies**") maintained by the Company or any of its Subsidiaries are with reputable insurance carriers, provide full and adequate coverage for all normal risks incident to the business of the Company and its Subsidiaries and their respective properties and assets, and are in character and amount at least equivalent to that carried by Persons engaged in similar businesses and subject to the same or similar perils or hazards, except as would not, individually or in the aggregate, reasonably expected to have a Material Adverse Effect. The Company has made available to Parent prior to the date of this Agreement accurate and complete copies of the Insurance Policies. Each Insurance Policy is in full force and effect and all premiums due with respect to all Insurance Policies have been paid, and neither the Company nor any of its Subsidiaries has taken any action or failed to take any action that (including with respect to the transactions contemplated by this Agreement), with notice or lapse of time or both, would constitute a breach or default, or permit a termination of any of the Insurance Policies, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.16. Material Contracts.

(a) Except for this Agreement, as of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or bound by:

(i) any Contract for the lease of real or personal property providing for annual payments of $125,000 or more;

(ii) any Contract that is reasonably likely to require, during the remaining term of such Contract annual payments to or from the Company and its Subsidiaries of more than $125,000;

(iii) any partnership, joint venture or other similar agreement or arrangement;

(iv) any Contract (other than solely among direct or indirect wholly owned Subsidiaries of the Company) relating to Indebtedness in excess of $125,000;

(v) any Contract involving the payment or receipt of royalties or other amounts of more than $125,000 in the aggregate calculated based upon the revenues or income of the Company or its Subsidiaries or income or revenues related to any product of the Company or its Subsidiaries;

(vi) any Contract that would prevent, materially delay or materially impair the Company's ability to consummate the Merger or the other transactions contemplated by this Agreement;

(vii) any Contract providing for indemnification by the Company or any of its Subsidiaries of any Person, except for any such Contract that is (A) not material to the Company or any of its Subsidiaries and (B) entered into in the ordinary course of business;

(viii) any Contract that was not negotiated and entered into on an arm's length basis reasonably likely to result in payments with a value in excess of $125,000 in any 12 month period;

(ix) any non-competition Contract or other Contract that (A) purports to limit in any material respect either the type of business in which the Company or its Subsidiaries (or, after the Effective Time, Parent or its Affiliates) may engage or the manner or locations in which any of them may so engage in any business, (B) could require the disposition of any material assets or line of business of the Company or its Subsidiaries or, after the Effective Time, Parent or its Affiliates, (C) grants "most favored nation" status that, following the Merger, would apply to Parent or its Affiliates, including the Company and its Subsidiaries or (D) prohibits or limits the rights of the Company or any of its Subsidiaries to make, sell or distribute any products or services, or use, transfer, license, distribute or enforce any of their respective Intellectual Property Rights;

(x) any Contract pursuant to which (i) any Intellectual Property Rights are licensed to or from the Company or any of its Subsidiaries (other than non-exclusive licenses for non-customized Software that is generally available on commercial terms), including any settlement agreements, covenants not to sue, judgments or orders contemplating any such licenses of Intellectual Property Rights, (ii) any Intellectual Property Rights are assigned or agreed to be assigned to or from the Company or any of its Subsidiaries (other than standard employment agreements between the Company or any of its Subsidiaries and their respective employees) or (iii) any Intellectual Property Rights are created or developed by or on behalf of the Company or any of its Subsidiaries;

(xi) any Contract containing a standstill or similar agreement pursuant to which one party has agreed not to acquire assets or securities of the other party or any of its Affiliates;

(xii) any Contract between the Company or any of its Subsidiaries, on the one hand, and any director or officer of the Company or any Person beneficially owning 5% or

more of the outstanding shares of Company Common Stock or any of their respective Affiliates, on the other hand;

(xiii) any Contract that contains a put, call or similar right pursuant to which the Company or any of its Subsidiaries could be required to purchase or sell, as applicable, any equity interests or assets of any Person;

(xiv) to the Knowledge of the Company, any Contract to which the Company or any of its Subsidiaries is a party, or by which any of them are bound, the ultimate contracting party of which is a Governmental Entity (including any subcontract with a prime contractor or other subcontractor who is a party to any such Contract) (each, a "**Government Contract**"); and

(xv) any other Contract or group of related Contracts that, individually or in the aggregate, if terminated or subject to a default by any party thereto, would have or would reasonably be expected to have a Material Adverse Effect (each Contract constituting any of the foregoing types of Contract described in clauses (i) through (xv) above, including all amendments, exhibits and schedules to each such Contract from time to time, is referred to in this Agreement as a "**Material Contract**").

(b) A copy of each Material Contract entered into prior to the date of this Agreement has previously been made available to Parent prior to the date of this Agreement. Each Material Contract is valid and binding on the Company or its Subsidiaries, as the case may be, and, to the Knowledge of the Company, on each other party thereto, and is in full force and effect. There is no default under any such Material Contracts by the Company or its Subsidiaries, or to the Knowledge of the Company, any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Company or its Subsidiaries, or, to the Knowledge of the Company, any other party thereto, except in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the business of, or result in a material liability to, the Company and its Subsidiaries. As of the date of this Agreement, no party to any Material Contract has given the Company or any of its Subsidiaries written notice of its intention to cancel, terminate, change the scope of rights or the pricing or the other materials terms under, or fail to renew, any Material Contract, and the execution or performance of this Agreement and consummation of the Merger will not conflict with or result in the breach of or constitute a default under any of the terms, conditions or other provisions of any Material Agreement to which the Company or any of the Subsidiaries is a party or likely result in any counterparty to any such agreement seeking to terminate or vary that agreement.

(c) Neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any of their respective personnel is or has been (i) under administrative, civil or criminal investigation, or indictment or audit by any Governmental Entity with respect to any alleged irregularity, misstatement or omission arising under or relating to any Government Contract, (ii) suspended or debarred from doing business with any Governmental Entity or (iii) the subject of a finding of non-responsibility or ineligibility for contracting with any Governmental Entity. Neither the Company nor any of its Subsidiaries has conducted or initiated any internal investigation or made a voluntary disclosure to any Governmental Entity with

respect to any alleged irregularity, misstatement or omission arising under or relating to a Government Contract.

(d) The term "**Indebtedness**" means, with respect to any Person, without duplication, all obligations or undertakings by such Person: (i) for borrowed money (including deposits or advances of any kind to such Person); (ii) evidenced by bonds, debentures, notes or similar instruments; (iii) for capitalized leases or to pay the deferred and unpaid purchase price of property or equipment; (iv) pursuant to securitization or factoring programs or arrangements; (v) pursuant to guarantees and arrangements having the economic effect of a guarantee of any Indebtedness of any other Person (other than between or among any of Parent and its wholly owned Subsidiaries or between or among the Company and its wholly owned Subsidiaries); (vi) to maintain or cause to be maintained the financing, financial position or covenants of others or to purchase the obligations or property of others; (vii) net cash payment obligations of such Person under swaps, options, derivatives and other hedging Contracts or arrangements that will be payable upon termination thereof (assuming termination on the date of determination); or (viii) letters of credit, bank guarantees, and other similar Contracts or arrangements entered into by or on behalf of such Person.

4.17. Brokers and Finders. Neither the Company nor any of its officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders fees in connection with the Merger or the other transactions contemplated in this Agreement, except that the Company has engaged Lincoln International LLC as its financial advisor. The Company has made available to Parent, prior to the date of this Agreement, accurate and complete copies of all Contracts pursuant to which Lincoln International LLC is entitled to any fees and expenses in connection with any of the transactions contemplated by this Agreement.

4.18. [Intentionally Blank].

4.19. Suppliers and Customers.

(a) Section 4.19(a) of the Company Disclosure Letter sets forth an accurate and complete list of the suppliers from whom the Company made purchases over $100,000 during the 12 months ended September 30, 2021 (each a "**Top Supplier**") and the top 20 customers (each a "**Top Customer**") by the aggregate dollar amount of payments from such customer during the 12 months ended September 30, 2021.

(b) Since September 30, 2021 (i) there has been no termination of the business relationship of the Company or its Subsidiaries with any Top Supplier or any Top Customer, (ii) there has been no change in the material terms of the business relationship of the Company or any of its Subsidiaries with any Top Supplier or Top Customer that would be adverse to the Company or its Subsidiaries and (iii) no Top Supplier or Top Customer has notified the Company or any of its Subsidiaries in writing that it intends to terminate or change the pricing or other terms of its business in any material respect adverse to the Company or its Subsidiaries.

(c) As of the date of this Agreement, there is no default on the part of the Company or its Subsidiaries under any Contracts or other legal arrangements with any Top

Supplier or any Top Customer, or to the Knowledge of the Company, on the part of any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Company or its Subsidiaries, or, to the Knowledge of the Company, any other party thereto, except in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the business of, or result in a material liability to, the Company and its Subsidiaries.

(d) Except for letters of credit for outstanding purchase orders, none of the Company or any of its Subsidiaries is required to provide any material bonding or other material financial security arrangements in connection with any transactions with any supplier in the ordinary course of its business.

4.20. Real Property.

(a) Neither the Company nor any of its Subsidiaries own any real property.

(b) With respect to the real property leased or subleased to the Company or its Subsidiaries (the "**Leased Real Property**", and each of them, a "**Leased Real Property**"), the lease or sublease for such property is valid, legally binding, enforceable and in full force and effect, except as set forth in Section 4.20(a) of the Company Disclosure Letter, and none of the Company or any of its Subsidiaries is in breach of or default under such lease or sublease, and no event has occurred, which, with notice, lapse of time or both, would constitute a breach or default by any of the Company or its Subsidiaries or permit termination, modification or acceleration by any third party thereunder, or prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Section 4.20(c) of the Company Disclosure Letter contains an accurate and complete list of all Leased Real Property, in each case. Other than as set out at Section 4.20(c) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has any interest or liability (contingent or actual) in respect of any real property.

(d) In respect of each Leased Real Property:

(i) The relevant Company or its Subsidiary is in exclusive physical occupation and possession;

(ii) There are no circumstances which would entitle any third party to exercise a right or power of entry or to take possession.

(iii) Each Leased Real Property has the benefit of the legal rights necessary to use and enjoy the Property for the its existing use free from unusual or onerous conditions or restrictions or any right to terminate or curtail them and there are no reasons why the Leased Real Property may not continue to be used for its existing use (including following consummation of the Merger).

(e) To the Knowledge of the Company, there are no breaches of current or previous legislation or regulations, orders, notices or directions made under such legislation capable of enforcement affecting any Leased Real Property, and there are no outstanding requirements or recommendations of any competent authority.

4.21. Data Protection. Each of the Company and its Subsidiaries has complied in all material respects with all applicable data protection law including the General Data Protection Regulation ((EU) 2016/679 ("**GDPR**")), read in conjunction with and subject to any applicable national legislation that provides for specifications or restrictions of the GDPR's rules, including if applicable the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, the UK Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any applicable superseding or replacement legislation.

4.22. No Material Misstatement or Omission. No representation or warranty or other statement made by the Company in this Agreement or the Company Disclosure Letter contains any untrue statement of material fact or omits to state a material fact necessary to make the statements in this Agreement, in the light of the circumstances in which were made, not misleading.

4.23. Non-Reliance. The Company acknowledges and agrees that it is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties of Parent and Merger Sub in Article V. Notwithstanding the foregoing, nothing set forth herein shall limit or otherwise impair the rights of the Company under this Agreement or applicable Law arising out of Fraud or Willful Breach by Parent or Merger Sub.

ARTICLE V

Representations and Warranties of Parent and Merger Sub

Parent and Merger Sub each hereby represent and warrant to the Company that:

5.1. Organization and Good Standing. Each of Parent and Merger Sub is a limited liability company or corporation duly formed or incorporated, as applicable, validly existing and in good standing under the laws of the jurisdiction of its formation or incorporation, as applicable.

5.2. Corporate Authority. Each of Parent and Merger Sub has all requisite company or corporate power and authority, as applicable, and has taken all company or corporate action, as applicable, necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger and the other transactions contemplated by this Agreement, subject only to adoption of this Agreement by Parent as the indirect sole stockholder of Merger Sub following the execution of this Agreement. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and constitutes a valid and binding

agreement of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

5.3. Governmental Filings; No Violations.

(a) Other than the filings, notices, reports, consents, registrations, approvals, permits, expirations of waiting periods or authorizations pursuant to the DGCL, no filings, notices, reports, consents, registrations, approvals, permits or authorizations are required to be made by Parent or Merger Sub with, nor are any required to be obtained by Parent or Merger Sub from, any Governmental Entity in connection with the execution, delivery and performance of this Agreement by Parent and Merger Sub and the consummation of the Merger and the other transactions contemplated by this Agreement or in connection with the continuing operation of the business of Parent and its Subsidiaries following the Effective Time, except as would not prevent, materially delay or materially impair the ability of Parent to consummate the Merger or the other transactions contemplated by this Agreement.

(b) The execution, delivery and performance of this Agreement by Parent and Merger Sub do not, and the consummation of the Merger and the other transactions contemplated by this Agreement will not, constitute or result in (i) a breach or violation of, or default under, the certificate of incorporation or bylaws of Parent or Merger Sub, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or default under, the creation or acceleration of any obligations under or the creation of an Encumbrance on any of the assets of Parent or Merger Sub pursuant to, any Contracts binding upon Parent or Merger Sub, or assuming (solely with respect to performance of this Agreement and consummation of the Merger and the other transactions contemplated by this Agreement) compliance with the matters referred to in Section 5.3(a), under any Law to which Parent or Merger Sub is subject or (iii) any change in the rights or obligations of any party under any Contract binding upon Parent or any of its Subsidiaries, except, in the case of clauses (ii) or (iii) above, as would not prevent, materially delay or materially impair the ability of Parent or Merger Sub to consummate the Merger or the other transactions contemplated by this Agreement.

5.4. Litigation.

(a) As of the date of this Agreement, there are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or other proceedings pending or, to the Knowledge of Parent, threatened against Parent or Merger Sub, except as would not prevent, materially delay or materially impair the ability of Parent to consummate the Merger or the other transactions contemplated by this Agreement.

(b) As of the date of this Agreement, neither Parent nor Merger Sub is a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any Governmental Entity, except as would not prevent, materially delay or materially impair the ability of Parent to consummate the Merger or the other transactions contemplated by this Agreement.

5.5. Ownership of Company Stock. Parent and Merger Sub and their respective Subsidiaries do not own (directly or indirectly, beneficially or of record) and have never owned

(directly or indirectly, beneficially or of record) any Shares or other securities of the Company or any options, warrants or other rights to acquire Company Common Stock or any other economic interest (through derivative securities or otherwise) in the Company. Prior to the date hereof, neither Parent nor Merger Sub has taken, or authorized or permitted any Representatives of Parent or Merger Sub to take, any action that would cause either Parent or Merger Sub to be deemed an "interested stockholder" (as defined in Section 203 of the DGCL) of the Company.

5.6. Available Funds. Parent has or will have available to it all funds necessary to satisfy all of its obligations hereunder and in connection with the Merger and the other transactions contemplated by this Agreement.

5.7. Merger Sub. The authorized capital stock of Merger Sub consists solely of 1,000 shares of common stock, par value $0.001 per share, all of which are validly issued and outstanding. All of the issued and outstanding capital stock of Merger Sub is, and at the Effective Time will be, owned by Parent or a direct or indirect wholly owned Subsidiary of Parent, and there are (a) no other shares of capital stock or voting securities of Merger Sub, (b) no securities of Merger Sub convertible into or exchangeable for shares of capital stock or voting securities of Merger Sub and (c) no options or other rights to acquire from Merger Sub, and no obligations of Merger Sub to issue, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of Merger Sub. Merger Sub has not conducted any business prior to the date of this Agreement and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Merger and the other transactions contemplated by this Agreement.

5.8. Non-Reliance. Parent and Merger Sub acknowledge and agree that each is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties of the Company in Article IV. Notwithstanding the foregoing, nothing set forth herein shall limit or otherwise impair the rights of Parent or the Merger Sub under this Agreement or applicable Law arising out of Fraud or Willful Breach by the Company.

ARTICLE VI

Covenants

6.1. Interim Operations.

(a) The Company covenants and agrees as to itself and its Subsidiaries that, after the date of this Agreement and prior to the Effective Time (unless Parent shall otherwise approve in writing), the business of it and its Subsidiaries shall be conducted in the ordinary course of business and, to the extent consistent therewith, it and its Subsidiaries shall consistent with past practice preserve their business organizations intact and maintain existing relations and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, distributors, creditors, and lessors, and, shall not terminate without cause any of its and its Subsidiaries' present officers, employees and agents, except as otherwise expressly contemplated by this

Agreement or as required by applicable Law. Without limiting the generality of and in furtherance of the foregoing, from the date of this Agreement until the Effective Time, except as otherwise expressly (A) required or contemplated by this Agreement, (B) required by applicable Law, (C) as approved in writing by Parent (such approval not to be unreasonably withheld, conditioned or delayed) or (D) set forth on Section 6.1. of the Company Disclosure Letter, the Company will not and will cause its Subsidiaries not to:

(i) adopt or propose any change in its certificate of incorporation or bylaws or comparable governing documents or, solely with respect to the Company, change its jurisdiction of incorporation or enter into a reorganization where it becomes a wholly-owned Subsidiary of an entity incorporated in a different jurisdiction;

(ii) merge or consolidate itself or any of its Subsidiaries with any other Person, except for any such transactions among its wholly owned Subsidiaries, or restructure, reorganize or completely or partially liquidate or otherwise enter into any agreements or arrangements imposing material changes or restrictions on its assets, operations or businesses;

(iii) acquire assets outside of the ordinary course of business from any other Person;

(iv) issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer, lease, license, guarantee or Encumbrance of, or otherwise enter into any Contract or understanding with respect to the voting of, any shares of its capital stock or of any of its Subsidiaries, or securities convertible or exchangeable into or exercisable for any shares of such capital stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or such convertible or exchangeable securities (except for the issuance of shares in respect of Company Options outstanding as of the date of this Agreement in accordance with their terms and, as applicable, the Stock Plan as in effect as of the date of this Agreement);

(v) make any loans, advances, guarantees or capital contributions to or investments in any Person (other than to or from the Company and any of its wholly owned Subsidiaries) in excess of $125,000 in the aggregate;

(vi) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock (except for dividends paid by any direct or indirect wholly owned Subsidiary to it or to any other direct or indirect wholly owned Subsidiary, declared and paid at such times and in such amounts as is consistent with historical practice over the 12 month period prior to the date of this Agreement);

(vii) reclassify, split, combine, subdivide or redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock or securities convertible or exchangeable into or exercisable for any shares of its capital stock (other than the withholding of shares to satisfy withholding Tax obligations in respect of Company Options outstanding as of the date of this Agreement in accordance with their terms and, as applicable, the Stock Plan);

(viii) incur any Indebtedness (including the issuance of any debt securities, warrants or other rights to acquire any debt security), except for (A) Indebtedness in replacement of existing Indebtedness for borrowed money on terms substantially consistent with or more favorable to the Company than the Indebtedness being replaced or (B) guarantees of Indebtedness of its wholly owned Subsidiaries otherwise incurred in compliance with this Section 6.1;

(ix) make or authorize any payment of, or accrual or commitment for, capital expenditures other than capital expenditures made in connection with the Company's Irish grant project, in an amount not to exceed €400,000;

(x) other than in the ordinary course of business, enter into any Contract that would have been a Material Contract had it been entered into prior to this Agreement or amend, modify, supplement, waive, terminate, assign, convey, encumber or otherwise transfer, in whole or in part, rights or interest pursuant to or in any Material Contract, other than expirations of any such Contract in the ordinary course of business in accordance with the terms of such Contract, or cancel, modify or waive any debts or claims held by it or waive any rights having in each case a value in excess of $125,000 in the aggregate;

(xi) settle any action, suit, claim, hearing, arbitration, investigation or other proceedings for an amount in excess of $125,000 in the aggregate or any obligation or liability of it in excess of such amount or on a basis that would result in the imposition of any writ, judgment, decree, settlement, award, injunction or similar order of any Governmental Entity that would restrict the future activity or conduct of the Company or any of its Subsidiaries or a finding or admission of a violation of Law or violation of the rights of any Person or that is brought by any current, former or purported holders of any capital stock or debt securities of the Company or any of its Subsidiaries relating to the Merger or the other transactions contemplated by this Agreement;

(xii) make any changes with respect to accounting policies or procedures, except as required by changes in GAAP or IFRS;

(xiii) enter into any line of business in any geographic area other than the existing lines of business of the Company and its Subsidiaries and lines of products and services reasonably ancillary to any existing line of business, in any geographic area for which a Permit (if one is required) authorizing the conduct of such business, product or service in such geographic area is held by it or any of its Subsidiaries or, except as currently conducted, engage in the conduct of any business in any jurisdiction that would require the receipt or transfer of any Permit issued by any Governmental Entity that would reasonably be expected to prevent, impair or materially delay the ability of the Company to consummate the Merger and the other transactions contemplated by this Agreement;

(xiv) make, change or revoke any Tax election, change an annual Tax accounting period, adopt or change any Tax accounting method, file any amended Tax Return, enter into any closing agreement with respect to Taxes, settle any Tax claim, audit, assessment or dispute, surrender any right to claim a refund of a material amount of Taxes, take any action that is reasonably likely to result in an increase in the Tax liability of the Company or its

Subsidiaries or, in respect of any taxable period (or portion thereof) ending after the Closing Date, the Tax liability of Parent or its Affiliates;

(xv) transfer, sell, lease, divest, cancel or otherwise dispose of, or permit or suffer to exist the creation of any Encumbrance upon, any assets, product lines or businesses of it or any of its Subsidiaries, including capital stock of any of its Subsidiaries, except in connection with services provided in the ordinary course of business and sales of obsolete assets and except for sales, leases, licenses or other dispositions of assets (not including services) with a fair market value not in excess of $125,000 in the aggregate;

(xvi) (A) sell, assign, transfer or otherwise dispose of any Intellectual Property Rights to any Person, (B) grant any license, covenant not to sue, release, waiver or other right under any Company Intellectual Property to any Person, (C) cancel, abandon or allow to lapse or expire any Registered IP or (D) omit to take any action which adversely affects or could adversely affect any Company Intellectual Property;

(xvii) except as required pursuant to the terms of any Company Benefit Plan in effect as of the date of this Agreement, or as otherwise required by applicable Law, (A) increase in any manner the compensation or consulting fees, bonus, pension, welfare, fringe or other benefits, severance or termination pay of any Company Employee, except for (1) employees who are not officers, increases in annual salary or wage rate in the ordinary course of business that do not exceed 10% individually or 5% in the aggregate and (2) the payment of annual bonuses for completed periods based on actual performance in the ordinary course of business, (B) become a party to, establish, adopt, amend, commence participation in or terminate any Company Benefit Plan or any arrangement that would have been a Company Benefit Plan had it been entered into prior to this Agreement, (C) grant any new awards, or amend or modify the terms of any outstanding awards, under any Company Benefit Plan, (D) take any action to accelerate the vesting or lapsing of restrictions or payment, or fund or in any other way secure the payment, of compensation or benefits under any Company Benefit Plan, (E) change any actuarial or other assumptions used to calculate funding obligations with respect to any Company Benefit Plan that is required by applicable Law to be funded or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP or IFRS, as applicable, (F) forgive any loans or issue any loans (other than routine travel advances issued in the ordinary course of business) to any Company Employee, (G) hire any employee or engage any independent contractor (who is a natural person) with annual salary or wage rate or consulting fees and target cash bonus opportunity in excess of $125,000 or (H) terminate the employment of any executive officer other than for cause or other serious reasons, including misconduct or violation of law or material Company policy;

(xviii) become a party to, establish, adopt, amend, commence participation in or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization;

(xix) fail to maintain any existing policies and procedures designed to ensure compliance with the FCPA and other anti-bribery, anti-corruption and anti-money laundering Laws in each jurisdiction in which the Company or any of its Subsidiaries operate;

(xx) fail to maintain any existing policies and procedures designed to ensure compliance with the Export and Sanctions Regulations in each jurisdiction in which the Company and its Subsidiaries operate or are otherwise subject to jurisdiction;

(xxi) take any action or omit to take any action that is reasonably likely to result in any of the conditions to the Merger set forth in Article VII not being satisfied; or

(xxii) agree, authorize or commit to do any of the foregoing.

(b) Prior to making any written or oral communications to any of its or any of its Subsidiaries' directors, officers or employees pertaining to any guarantee of employment or any special treatment unique to such director, officer of employee relating to compensation or benefit matters that are affected by the transactions contemplated by this Agreement, the Company shall provide Parent with a copy of the intended communication, Parent shall have a reasonable period of time to review and comment on the communication and the Company shall cooperate in providing any such mutually agreeable communication.

6.2. No Solicitation.

(a) Takeover Proposal. The Company shall not, and shall direct and cause its Subsidiaries and the Company's and its Subsidiaries' directors, officers, employees, investment bankers, attorneys, accountants, consultants, or other agents or advisors (with respect to any Person, the foregoing Persons are referred to herein as such Person's "**Representatives**") not to, directly or indirectly, solicit, initiate, or knowingly take any action to facilitate or encourage the submission of any Takeover Proposal or the making of any proposal that could reasonably be expected to lead to any Takeover Proposal, or, subject to Section 6.2: (i) conduct or engage in any discussions or negotiations with, disclose any non-public information relating to the Company or any of its Subsidiaries to, afford access to the business, properties, assets, books, or records of the Company or any of its Subsidiaries to, or knowingly assist, participate in, facilitate, or encourage any effort by, any third party (or, to the Knowledge of the Company, its potential sources of financing) that is seeking to make, or has made, any Takeover Proposal; (ii) (A) except where the Company Board makes a good faith determination, after consultation with its financial advisors and outside legal counsel, that the failure to do so would be reasonably likely to cause the Company Board to be in breach of its fiduciary duties, amend or grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company or any of its Subsidiaries, or (B) approve any transaction that would result in a third party becoming an "interested stockholder" under Section 203 of the DGCL; or (iii) enter into any agreement in principle, letter of intent, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other Contract relating to any Takeover Proposal (each, a "**Company Acquisition Agreement**"). Except as expressly permitted by this Section 6.2, the Company Board shall not effect a Company Adverse Recommendation Change. The Company shall, and shall cause its Subsidiaries and the Company's and its Subsidiaries' Representatives to cease immediately and cause to be terminated any and all existing activities, discussions, or negotiations, if any, with any third party conducted prior to the date hereof with respect to any Takeover Proposal and shall use its reasonable best efforts to cause any such third party (or its agents or advisors) in possession of non-public information in respect of the Company or any of its Subsidiaries that

was furnished by or on behalf of the Company and its Subsidiaries to return or destroy (and confirm destruction of) all such information. Without limiting the foregoing, it is understood that any violation of or the taking of actions inconsistent with the restrictions set forth in this Section 6.2 by any Representative of the Company or its Subsidiaries shall be deemed to be a breach of this Section 6.2 by the Company.

(b) Superior Proposal. Notwithstanding Section 6.2(a), prior to the receipt of the Requisite Company Vote, the Company Board, directly or indirectly through any Representative, may, subject to Section 6.2(b): (i) participate in negotiations or discussions with any third party that has made (and not withdrawn) a bona fide, unsolicited Takeover Proposal in writing that the Company Board believes in good faith, after consultation with its financial advisors and outside legal counsel, would be reasonably likely to constitute or result in a Superior Proposal; (ii) thereafter furnish to such third party non-public information relating to the Company or any of its Subsidiaries pursuant to an executed confidentiality agreement that constitutes an Acceptable Confidentiality Agreement (a copy of which confidentiality agreement shall be promptly (in all events within 24 hours) provided for informational purposes only to Parent); (iii) following receipt of and on account of a Superior Proposal, make a Company Adverse Recommendation Change; and/or (iv) take any action that any court of competent jurisdiction orders the Company to take (which order remains unstayed), but in each case referred to in the foregoing clauses (i) through (iv), only if the Company Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that the failure to take such action would be reasonably likely to cause the Company Board to be in breach of its fiduciary duties under applicable Law. Nothing contained herein shall prevent the Company Board from disclosing to the Company's stockholders a position contemplated by Rule 14d-9 and Rule 14e-2(a) promulgated under the Exchange Act with regard to a Takeover Proposal, if the Company determines, after consultation with its financial advisors and outside legal counsel, that failure to disclose such position would be reasonably likely to cause the Company Board to be in breach of its fiduciary duties under applicable Law.

(c) Notification to Parent. The Company Board shall not take any of the actions referred to in clauses (i) through (iv) of Section 6.2 unless the Company shall have delivered to Parent a prior written notice advising Parent that it intends to take such action. The Company shall notify Parent promptly (but in no event later than 24 hours) after it obtains Knowledge of the receipt by the Company (or any of its Representatives) of any Takeover Proposal, any inquiry that could reasonably be expected to lead to a Takeover Proposal, any request for non-public information relating to the Company or any of its Subsidiaries or for access to the business, properties, assets, books, or records of the Company or any of its Subsidiaries by any third party. In such notice, the Company shall identify the third party making, and details of the material terms and conditions of, any such Takeover Proposal, indication or request. The Company shall keep Parent fully informed, on a current basis, of the status and material terms of any such Takeover Proposal, indication or request, including any material amendments or proposed amendments as to price, and other material terms thereof. The Company shall promptly provide Parent with a list of any non-public information concerning the Company's and any of its Subsidiary's business, present or future performance, financial condition, or results of operations, provided to any third party, and, to the extent such information has not been previously provided to Parent, copies of such information.

(d) Company Adverse Recommendation Change or Company Acquisition Agreement. Except as expressly permitted by this Section 6.2, the Company Board shall not effect a Company Adverse Recommendation Change or enter into (or permit any Subsidiary to enter into) a Company Acquisition Agreement. Notwithstanding the foregoing, at any time prior to the receipt of the Requisite Company Vote, the Company Board may effect a Company Adverse Recommendation Change or enter into (or permit any Subsidiary to enter into) a Company Acquisition Agreement that did not result from a breach of this Section 6.2, if: (i) the Company promptly notifies Parent, in writing, at least five Business Days (the "**Superior Proposal Notice Period**") before making a Company Adverse Recommendation Change or entering into (or causing a Subsidiary to enter into) a Company Acquisition Agreement, of its intention to take such action with respect to a Superior Proposal, which notice shall state expressly that the Company has received a Takeover Proposal, that the Company Board intends to declare a Superior Proposal, and that the Company Board intends to effect a Company Adverse Recommendation Change and/or the Company intends to enter into a Company Acquisition Agreement; (ii) the Company specifies the identity of the party making the Superior Proposal and the material terms and conditions thereof in such notice and attaches to such notice the most current version of any proposed agreement (which version shall be updated on a prompt basis) for such Superior Proposal and any related documents, including financing documents, to the extent provided by the relevant party in connection with the Superior Proposal; (iii) the Company and its Representatives during the Superior Proposal Notice Period, negotiate with Parent in good faith to make such adjustments in the terms and conditions of this Agreement so that such Takeover Proposal ceases to constitute a Superior Proposal, if Parent, in its discretion, proposes to make such adjustments (it being agreed that in the event that, after commencement of the Superior Proposal Notice Period, there is any material revision to the terms of a Superior Proposal, including, any revision in price, the Superior Proposal Notice Period shall be extended, if applicable, to ensure that at least three Business Days remains in the Superior Proposal Notice Period subsequent to the time the Company notifies Parent of any such material revision (it being understood that there may be multiple extensions)); and (iv) the Company Board determines in good faith, after consulting with its financial advisors and outside legal counsel, that such Takeover Proposal continues to constitute a Superior Proposal (after taking into account any adjustments made by Parent during the Superior Proposal Notice Period in the terms and conditions of this Agreement) and that the failure to take such action would reasonably be expected to cause the Company Board to be in breach of its fiduciary duties under applicable Law.

(e) Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(i) "**Company Adverse Recommendation Change**" means the Board: (a) failing to make, withdrawing, amending, modifying, or materially qualifying, in a manner adverse to Parent, the (1) determination that this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, the Company and the Company's stockholders; (2) approval and declaration of the advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated

by this Agreement, including the Merger, upon the terms and subject to the conditions set forth herein; (3) direction that this Agreement be submitted to a vote of the Company's stockholders for adoption at the Company Stockholders Meeting; and (4) resolution to recommend that Company stockholders vote in favor of adoption of this Agreement in accordance with the DGCL (collectively, the "**Company Board Recommendation**"); (b) failing to include the Board's recommendation that the Board has approved this Agreement and the transactions contemplated thereby and that Company's stockholders vote in favor of the adoption of this Agreement in accordance with the DGCL in the Proxy Statement that is mailed to the Company's stockholders; (c) recommending a Takeover Proposal; (d) failing to recommend against acceptance of any tender offer or exchange offer for the shares of Company Common Stock within ten Business Days after the commencement of such offer; (e) failing to reaffirm (publicly, if so requested by Parent) the Company Board Recommendation within ten Business Days after the date any Takeover Proposal (or material modification thereto) is first publicly disclosed by the Company or the Person making such Takeover Proposal; (f) making any public statement inconsistent with the Company Board Recommendation; or (g) resolving or agreeing to take any of the foregoing actions.

(ii) "**Superior Proposal**" means a bona fide written Takeover Proposal (except that, for purposes of this definition, each reference in the definition of "Takeover Proposal" to "15% or more" shall be "more than 50%") that the Company Board determines in good faith (after consultation with outside legal counsel and the company financial advisor) is more favorable from a financial point of view to the holders of Company Common Stock than the transactions contemplated by this Agreement, taking into account: (a) all financial considerations; (b) the identity of the third party making such Takeover Proposal; (c) the anticipated timing, conditions (including any financing condition or the reliability of any debt or equity funding commitments) and prospects for completion of such Takeover Proposal; (d) the other terms and conditions of such Takeover Proposal and the implications thereof on the Company, including relevant legal, regulatory, and other aspects of such Takeover Proposal deemed relevant by the Company Board (including any conditions relating to financing, stockholder approval, regulatory approvals, or other events or circumstances beyond the control of the party invoking the condition); and (e) any revisions to the terms of this Agreement and the Merger proposed by Parent during the Superior Proposal Notice Period set forth in Section 6.4(d).

(iii) "**Takeover Proposal**" means an inquiry, proposal, or offer from, or indication of interest in making a proposal or offer by, any Person or group (other than Parent and its Subsidiaries, including Merger Sub), relating to any transaction or series of related transactions (other than the transactions contemplated by this Agreement), involving any: (a) direct or indirect acquisition of assets of the Company or its Subsidiaries (including any voting equity interests of Subsidiaries, but excluding sales of assets in the ordinary course of business)

equal to 15% or more of the fair market value of the Company's and its Subsidiaries' consolidated assets or to which 15% or more of the Company's and its Subsidiaries' net revenues or net income on a consolidated basis are attributable; (b) direct or indirect acquisition of 15% or more of the voting equity interests of the Company or any of its Subsidiaries whose business constitutes 15% or more of the consolidated net revenues, net income, or assets of the Company and its Subsidiaries, taken as a whole; (c) tender offer or exchange offer that if consummated would result in any Person or group (as defined in Section 13(d) of the Exchange Act) beneficially owning (within the meaning of Section 13(d) of the Exchange Act) 15% or more of the voting power of the Company; (d) merger, consolidation, other business combination, or similar transaction involving the Company or any of its Subsidiaries, pursuant to which such Person or group (as defined in Section 13(d) of the Exchange Act) would own 15% or more of the consolidated net revenues, net income, or assets of the Company, and its Subsidiaries, taken as a whole; (e) liquidation, dissolution (or the adoption of a plan of liquidation or dissolution), or recapitalization or other significant corporate reorganization of the Company or one or more of its Subsidiaries which, individually or in the aggregate, generate or constitute 15% or more of the consolidated net revenues, net income, or assets of the Company and its Subsidiaries, taken as a whole; or (f) any combination of the foregoing.

6.3. Proxy Statement; Stockholders Meeting.

(a) The Company shall as promptly as practicable following the date of this Agreement (and in any event within five calendar days after the date of this Agreement) prepare and mail a proxy statement relating to the meeting of the Company's stockholders to be held in connection with the Merger (as amended or supplemented from time to time, the "**Proxy Statement**") to the stockholders of the Company. The Company will provide Parent with a reasonable opportunity to review and comment on drafts of the Proxy Statement and other documents related to the meeting of stockholders of the Company to be held in connection with the Merger (the "**Stockholders Meeting**") prior to mailing such documents to the Company's stockholders. The Company will include in the Proxy Statement and such other documents related to the Stockholders Meeting all comments reasonably and promptly proposed by the Parent or its legal counsel and each agrees that all information relating to Parent and its Subsidiaries included in the Proxy Statement shall be in form and content satisfactory to Parent, acting reasonably. The Company will take all reasonable care to ensure that Proxy Statement will not, at the date the Proxy Statement is mailed to stockholders of the Company or at the time of the Stockholders Meeting, and at the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. No representation or warranty is made by the Company with respect to information or statements made in the Proxy Statement based on information regarding Parent or its Affiliates supplied by or on behalf of Parent or its Affiliates for inclusion or incorporation by reference therein. The Company has taken and will take all reasonable care to ensure that any information notified publicly in connection with the Merger, including, without limitation, the Proxy Statement and

any other announcements relating to the Merger, is made in accordance with the AIM Rules (including AIM Rules 10, 13 and 41, as applicable) and the OTC Rules.

(b) Subject to Section 6.2 of this Agreement, the Company will take, in accordance with applicable Law and its certificate of incorporation and bylaws, all action necessary to convene the Stockholders Meeting as promptly as practicable after the mailing of the Proxy Statement, and in any event within 30 calendar days after the date of this Agreement, to consider and vote upon the adoption of this Agreement and approval of the delisting of the Company Common Stock from AIM and to cause such vote to be taken, and shall not postpone or adjourn such meeting except to the extent required by Law or, if as of the time for which the Stockholders Meeting is originally scheduled (as set forth in the Proxy Statement) there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Stockholders Meeting or if holders of an insufficient number of shares of Company Common Stock have delivered proxies voting in favor of the adoption of this Agreement and the delisting from AIM to provide the Requisite Company Vote. Subject to Section 6.2 of this Agreement, the Company Board shall recommend such adoption and approval, as the case may be, and shall take all lawful action to solicit such adoption and approval.

(c) The Company agrees (i) to provide Parent reasonably detailed periodic updates concerning proxy solicitation results on a timely basis (including, if requested, promptly providing daily voting reports) and (ii) to give written notice to Parent one day prior to the Stockholders Meeting and on the day of, but prior to the Stockholders Meeting, indicating whether as of such date sufficient proxies representing the Requisite Company Vote have been obtained.

(d) Except in the case of a Company Adverse Recommendation Change, Parent may require the Company to, and if so required the Company shall, adjourn or postpone the Stockholders Meeting if, as of the time for which such meeting is originally scheduled, there are insufficient Shares represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting or if on the date of such meeting the Company has not received proxies representing a sufficient number of Shares necessary to obtain the Requisite Company Vote.

(e) Notwithstanding the foregoing Sections 6.3(a)-(d), this Section 6.3 shall not apply to the extent that Company and Parent agree that a meeting of the Company's stockholders in connection with the Merger is not required by the DGCL and the AIM Rules.

6.4. Approval of Sole Stockholder of Merger Sub. Immediately following execution of this Agreement, Parent shall execute and deliver, in accordance with applicable Law and its certificate of incorporation and bylaws, in its capacity as sole stockholder of Merger Sub, a written consent (or consent by electronic communication) adopting this Agreement.

6.5. Cooperation; Efforts to Consummate.

(a) The Company and Parent shall cooperate with each other and use (and shall cause their respective Subsidiaries to use) their respective commercially reasonable efforts

to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under this Agreement and applicable Laws to consummate and make effective the Merger and the other transactions contemplated by this Agreement as soon as reasonably practicable, including preparing and filing as promptly as reasonably practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as reasonably practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party and/or any Governmental Entity in order to consummate the Merger or any of the other transactions contemplated by this Agreement.

(b) Subject to applicable Laws relating to the exchange of information, Parent shall have the right to direct all matters with any Governmental Entity consistent with its obligations hereunder; provided that Parent and the Company shall have the right to review in advance and, to the extent reasonably practicable, each will consult with the other on and consider in good faith the views of the other in connection with, all of the information relating to Parent or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement. The Company shall use its reasonable best efforts not permit any of its officers or any other representatives or agents to participate in any meeting with any Governmental Entity in respect of any filings, investigation or other inquiry relating to the transactions contemplated hereby unless it consults with Parent in advance and, to the extent permitted by such Governmental Entity, gives Parent the opportunity to attend and participate thereat. The Company and its Subsidiaries shall not agree to any actions, restrictions or conditions with respect to obtaining any consents, registrations, approvals, permits, expirations of waiting periods or authorizations in connection with the Merger and the other transactions contemplated by this Agreement without the prior written consent of Parent (which, subject to this Section 6.5, may be withheld in Parent's sole discretion). In exercising the foregoing rights, each of the Company and Parent shall act reasonably and as promptly as reasonably practicable.

(c) Subject to applicable Law and as required by any Governmental Entity, the Company and Parent each shall keep the other apprised of the status of matters relating to completion of the transactions contemplated by this Agreement, including promptly furnishing the other with copies of notices or other communications received by Parent or the Company, as the case may be, or any of its Subsidiaries, from any third party and/or any Governmental Entity with respect to such transactions. The Company shall give prompt notice to Parent of any change, fact or condition that has had or would reasonably be expected to have a Material Adverse Effect or of any failure of any condition to the other party's obligations to effect the Merger.

6.6. Access and Reports.

(a) Subject to applicable Law and the other provisions of this Section 6.6, the Company shall (and shall cause its Subsidiaries to), upon giving of reasonable notice by Parent, afford Parent's officers and other authorized Representatives reasonable access, during normal business hours following reasonable advance notice throughout the period prior to the Effective Time, to its officers, employees, agents, contracts, books and records (including the work papers

of its independent accountants upon receipt of any required consents from such accountants), as well as properties, offices and other facilities, and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to Parent all information concerning its business, properties and personnel as may reasonably be requested.

(b) The foregoing provisions of this Section 6.6 shall not require and shall not be construed to require either the Company to permit any access to any of its officers, employees, agents, contracts, books or records, or its properties, offices or other facilities, or to permit any inspection, review, sampling or audit, or to disclose or otherwise make available any information that in the reasonable judgment of the Company and in the reasonable good faith judgment of the Company's outside legal counsel would (i) result in the disclosure of any Trade Secrets of any third parties or violate the terms of any confidentiality provisions in any agreement with a third party entered into prior to the date of this Agreement if the Company shall have used commercially reasonable efforts (without payment of any consideration, fees or expenses) to obtain the consent of such third party to such inspection or disclosure (or entered into after the date of this Agreement in compliance with Section 6.1), (ii) result in a violation of applicable Laws, including any fiduciary duty or (iii) waive the protection of any attorney-client or other privilege. In the event that Parent objects to any request submitted pursuant to and in accordance with this Section 6.6 and withholds information on the basis of the foregoing clauses (i) through (iii), the Company shall inform Parent as to the general nature of what is being withheld and the Company shall use commercially reasonable efforts to make appropriate substitute arrangements to permit reasonable disclosure that does not suffer from any of the foregoing impediments, including through the use of commercially reasonable efforts to (A) obtain the required consent or waiver of any third party required to provide such information and (B) implement appropriate and mutually agreeable measures to permit the disclosure of such information in a manner to remove the basis for the objection, including by arrangement of appropriate clean room procedures, redaction or entry into a customary joint defense agreement with respect to any information to be so provided, if the parties determine that doing so would reasonably permit the disclosure of such information without violating applicable Law or jeopardizing such privilege. Each of Parent and the Company, as it deems advisable and necessary, may reasonably designate competitively sensitive material provided to the other as "Outside Counsel Only Material" or with similar restrictions. Such materials and the information contained therein shall be given only to the outside counsel of the recipient, or otherwise as the restriction indicates, and be subject to any additional confidentiality or joint defense agreement between the parties. All requests for information made pursuant to this Section 6.6 shall be directed to the executive officer or other Person designated by the Company. All information exchanged or made available shall be governed by the terms of the Confidentiality Agreement.

(c) To the extent that any of the information or material furnished pursuant to this Section 6.6 or otherwise in accordance with the terms of this Agreement may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or

other applicable privilege. All such information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

(d) No exchange of information or investigation by Parent or its Representatives shall affect or be deemed to affect, modify or waive the representations and warranties of the Company set forth in this Agreement.

6.7. AIM Delisting; Cancellation of Company Depositary Interests; OTC Markets Matters.

(a) The Company covenants and agrees to apply for the cancellation of admission of the Company Common Stock to trading on AIM with effect from the Effective Time or as soon as practicable thereafter, and covenants and agrees that it shall, and it shall procure that WH Ireland Limited, as nominated advisor and broker to the Company shall, pursuant to Rule 41 of the AIM Rules:

(i) include in the communication convening the Stockholders Meeting all information required by Rule 41 of the AIM Rules (and the guidance notes thereto) in relation to the proposed cancellation of admission of Company Common Stock to trading on AIM; and

(ii) inform the London Stock Exchange via email of the intended cancellation of admission of Company Common Stock to trading on AIM and the preferred cancellation date (which shall be the Effective Time), which in accordance with Rule 41 of the AIM Rules shall be at least 20 Business Days prior to such preferred cancellation date.

(b) The Company covenants and agrees to cancel the Company Depositary Interests immediately prior to and no later than the Effective Time, and covenants and agrees to cause the Company Depositary to effect such cancellation, pursuant to the terms of the trust deed poll ("**Deed Poll**"), dated December 10, 2010, between the Company and the Company Depositary.

(c) The Company covenants and agrees to take any and all other steps, or execute and deliver any other documents, as may be required to effect both the cancellation of admission of the Company Common Stock to trading on AIM as described in Section 6.7(a) and the cancellation of the Company Depositary Interests as described in Section 6.7(b).

(d) The Company covenants and agrees to take all such necessary or desirable actions and execute and deliver such documents, notices and filings to OTC, FINRA, the SEC and any market makers of the Company's Common Stock to effect the cessation of the quotation of the Company's Common Stock on OTC as required under the OTC Rules.

6.8. Publicity. The initial press release with respect to the Merger and the other transactions contemplated hereby shall be a joint press release and thereafter the Company and Parent shall consult with each other, and provide meaningful opportunity for review and give due consideration to reasonable comment by the other party, prior to issuing any press releases or otherwise making public announcements with respect to the Merger and the other transactions

contemplated by this Agreement, except (i) as may be required by applicable Law or by obligations pursuant to any listing agreement with or rules of any securities exchange, including AIM, (ii) any consultation that would not be reasonably practicable as a result of requirements of applicable Law or (iii) with respect to any Change of Recommendation made in accordance with this Agreement or Parent's response thereto.

6.9. Employee Benefits.

(a) Prior to the Effective Time, if requested by Parent in writing, to the extent permitted by applicable Law and the terms of the applicable plan or arrangement, the Company shall (i) cause to be amended the employee benefit plans and arrangements of it and its Subsidiaries to the extent necessary to provide that no employees of Parent and its Subsidiaries shall commence participation therein following the Effective Time unless the Surviving Corporation or such Subsidiary explicitly authorizes such participation and (ii) cause the Company's 401(k) Retirement Plan (the "**Company 401(k) Plan**") to be terminated effective immediately prior to the Effective Time. In the event that Parent requests that the Company 401(k) Plan be terminated, the Company shall provide Parent with evidence that such Plan has been terminated (the form and substance of which shall be subject to review and approval by Parent) not later than three Business Days prior to the Effective Time; provided that prior to terminating the Company 401(k) Plan, the Company shall provide the form and substance of any applicable resolutions to Parent for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed).

(b) Nothing contained in this Agreement is intended to (i) be treated as an amendment of any particular Company Benefit Plan, (ii) prevent Parent, the Surviving Corporation or any of their Affiliates from amending or terminating any of their benefit plans or, after the Effective Time, any Company Benefit Plan in accordance with its terms, (iii) prevent Parent, the Surviving Corporation or any of their Affiliates, after the Effective Time, from terminating the employment of any employee of the Company and its Subsidiaries at the Effective Time who continues to remain employed with the Company or its Subsidiaries (a "**Continuing Employee**") or (iv) create any third-party beneficiary rights in any employee of the Company or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining representative thereof, with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Continuing Employee by Parent, the Surviving Corporation or any of their Affiliates or under any benefit plan which Parent, the Surviving Corporation or any of their Affiliates may maintain.

(c) With respect to each benefit plan, program, practice, policy or arrangement maintained by Parent following the Closing Date and in which any of the Continuing Employees participate (the "**Parent Plans**"), for purposes of determining eligibility to participate and vesting and benefit accrual purposes (but not for accrual of benefits under any defined benefit pension plan), service with the Company (or predecessor employers to the extent Parent provides past service credit) shall be treated as service with Parent, except to the extent such service credit would result in any duplication of benefits. Parent shall use commercially reasonable efforts to cause each applicable Parent Plan to waive eligibility waiting periods, evidence of insurability requirements and pre-existing condition limitations.

6.10. Expenses. Whether or not the Merger is consummated, all costs and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Merger and the other transactions contemplated by this Agreement, including all fees and expenses of its Representatives, shall be paid by the party incurring such expense.

6.11. Indemnification of Company Officers and Directors; Directors' and Officers' Insurance.

(a) Parent and Merger Sub agree that all rights to indemnification, advancement of expenses and exculpation by the Company now existing in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time, an officer or director of the Company and its Subsidiaries (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") as provided in the Charter and Bylaws, in each case, as in effect on the date of this Agreement, or pursuant to any other Contracts in effect on the date hereof, shall be assumed by the Surviving Corporation in the Merger, without further action, at the Effective Time and shall survive the Merger and shall remain in full force and effect in accordance with their terms for a period of six years from the Closing Date, and, in the event that any proceeding is pending or asserted or any claim made during such six-year period, until the final disposition of such proceeding or claim.

(b) Until the latest to occur of (i) six (6) years after the Effective Time, (ii) the expiration of the applicable statute of limitations, and (iii) final resolution of any pending claims for which indemnification and expense advancement are applicable, to the fullest extent permitted under applicable Law, the Parent and the Surviving Corporation shall (i) indemnify and hold harmless, to the fullest extent permitted under applicable Law each Indemnified Party, against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or related to such Indemnified Parties' service to the Company or its Subsidiaries or services performed by such Persons at the request of the Company or its Subsidiaries at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, including actions to enforce this provision or any other indemnification or advancement right of any Indemnified Party; and (ii) advance reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees and expenses) incurred by the Indemnified Parties in connection with matters for which such Indemnified Parties may be eligible to be indemnified pursuant to this Section 6.11(b), subject to, in the case of clause (ii) of this Section 6.11(b), the Surviving Corporation's receipt of an undertaking by such Indemnified Party to repay such legal and other fees and expenses paid in advance if it is ultimately determined that such Indemnified Party is not entitled to be indemnified; provided, however, that the Surviving Corporation will not be liable for any settlement effected without the Surviving Corporation's or Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed)

(c) Prior to the Effective Time, the Company shall and, if the Company is unable to, Parent shall cause the Surviving Corporation as of the Effective Time to, obtain and fully pay the premium for "tail" insurance policies for the extension of (i) the directors' and officers' liability coverage of the Company's existing directors' and officers' insurance policies,

and (ii) the Company's existing fiduciary liability insurance policies for a claims reporting or discovery period of six years from and after the Effective Time (the "**Tail Period**") from one or more insurance carriers with the same or better credit rating as the Company's insurance carrier as of the date hereof with respect to directors' and officers' liability insurance and fiduciary liability insurance (collectively, "**D&O Insurance**") with terms, conditions, retentions and limits of liability that are at least as favorable to the insureds as the Company's existing policies with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby); provided, however, that in no event shall the Company expend for such policies a premium amount in excess of the amount set forth in the Company Disclosure Letter. If the Company and the Surviving Corporation for any reason fail to obtain such "tail" insurance policies as of the Effective Time, the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, continue to maintain in effect for the Tail Period the D&O Insurance in place as of the date of this Agreement with terms, conditions, retentions and limits of liability that are at least as favorable to the insureds as provided in the Company's existing policies as of the date of this Agreement, or the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, purchase comparable D&O Insurance for the Tail Period with terms, conditions, retentions and limits of liability that are at least as favorable as provided in the Company's existing policies as of the date of this Agreement; provided, however, that in no event shall the aggregate cost of the D&O Insurance exceed during the Tail Period 300% of the current aggregate annual premium paid by the Company for such purpose; and provided, further, that if the cost of such insurance coverage exceeds such amount, the Surviving Corporation shall obtain a policy with the greatest coverage available for a cost not exceeding such amount.

(d) Any Indemnified Party wishing to claim indemnification under this Section 6.11, upon learning of any such claim, action, suit, proceeding or investigation, shall promptly notify Parent thereof, but the failure to so notify shall not relieve the Surviving Corporation of any liability it may have to such Indemnified Party except to the extent such failure materially prejudices the Surviving Corporation. In the event any claim or claims are asserted or made within the Tail Period, all rights to indemnification in respect of any such claim or claims shall continue until final disposition of any and all such claims.

(e) If the Surviving Corporation or any of its respective successors or assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of the Surviving Corporation shall assume all of the obligations set forth in this Section 6.11.

(f) The provisions of this Section 6.11 are intended to be for the benefit of, and from and after the Effective Time shall be enforceable by, each of the Indemnified Parties, who shall be third party beneficiaries of this Section 6.11. The rights of the Indemnified Parties under this Section 6.11 are in addition to any rights such Indemnified Parties may have under the certificate of incorporation, bylaws or comparable governing documents of the Company or any of its Subsidiaries, or under any applicable Contracts or Laws.

6.12. Takeover Statutes; Stockholder Rights Agreements. If any Takeover Statute is or may become applicable to the Merger or the other transactions contemplated by this Agreement, the Company and the Company Board shall grant such approvals and take such actions as are necessary so that such transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on such transactions. The Company and the Company Board shall take all actions necessary to redeem all rights of all Persons outstanding under the Rights Agreement and to terminate the Rights Agreement prior to the consummation of the transactions contemplated by this Agreement.

6.13. Stockholder Litigation.

(a) The Company shall promptly advise Parent in writing after becoming aware of any legal action commenced, or to the Company's Knowledge threatened, against the Company or any of its directors by any stockholder of the Company (on their own behalf or on behalf of the Company) relating to this Agreement or the transactions contemplated hereby (including the Merger and the other transactions contemplated hereby) and shall keep Parent reasonably informed regarding any such legal action.

(b) The Company shall give Parent the opportunity to participate in the defense and settlement of any stockholder litigation against the Company or its directors relating to this Agreement or the transactions contemplated by this Agreement. The Company shall give Parent the right to review and comment in advance on all material filings or responses to be made by the Company in connection with any such litigation, and the right to consult on the settlement with respect to such litigation, and the Company will in good faith take such comments into account, and no settlement of such litigation shall be agreed to without Parent's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

6.14. Consents Under Agreements. The Company shall use commercially reasonable efforts to obtain the consent or approval of each Person set forth on Section 6.14 of the Company Disclosure Letter.

ARTICLE VII

Conditions

7.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions:

(a) Laws or Orders. No court or other Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Merger or the other transactions contemplated by this Agreement (collectively, an "**Order**").

7.2. Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver by Parent at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) Each of the representations and warranties of the Company set forth in Section 4.2 (*Capital Structure*), Section 4.3 (*Corporate Authority; Approval and Fairness*) and Section 4.6 (*Absence of Certain Changes*) shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct as of such particular date or period of time); (ii) each of the representations and warranties of the Company set forth in Section 4.5(b) (*Financial Statements*), Section 4.11 (*Takeover Statutes*), Section 4.17 (*Brokers and Finders*) and Section 4.22 (*No Material Misstatement or Omission*) shall have been true and correct as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct in all material respects as of such particular date or period of time); and (iii) each other representation and warranty of the Company set forth in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct as of such particular date or period of time), except, in the case of this clause (iii), for any failure of any such representation and warranty to be so true and correct (without giving effect to any qualification by materiality or Material Adverse Effect contained therein) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) No Restraints. There shall not be pending any suit, action or proceeding in which a Governmental Entity of competent jurisdiction is seeking (i) an Order or (ii) to (A) prohibit, limit, restrain or impair Parent's ability to own or operate or to retain or change all or a material portion of the assets, licenses, operations, rights, product lines, businesses or interest therein of the Company or its Subsidiaries from and after the Effective Time or any of the assets, licenses, operations, rights, product lines, businesses or interest therein of Parent or its Affiliates (including by requiring any sale, divestiture, transfer, license, lease, disposition of or Encumbrance of or hold separate arrangement with respect to any such assets, licenses, operations, rights, product lines, businesses or interest therein) or (B) prohibit or limit Parent's ability to vote, transfer, receive dividends or otherwise exercise full ownership rights with respect to the stock of the Surviving Corporation, and no Governmental Entity of competent jurisdiction shall have after the date of this Agreement enacted, issued, promulgated, enforced or entered any Law deemed applicable to the Merger, individually or in the aggregate, resulting in any of the foregoing.

(d) Governmental Consents. Other than the filing pursuant to Section 1.3, all other authorizations, consents, orders or approvals of, or declarations, notices or filings with, or expirations of waiting periods imposed by, any Governmental Entity in connection with the Merger and the consummation of the other transactions contemplated by this Agreement by the Company, Parent and Merger Sub ("**Governmental Consents**") shall have been made or obtained (as the case may be) except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to provide a reasonable basis to conclude that any of the parties hereto or any of their Affiliates would be subject to risk of criminal or civil sanctions.

(e) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any change, event, circumstance or development that has had or would reasonably be expected to have a Material Adverse Effect.

(f) Company Closing Certificate. Parent and Merger Sub shall have received at Closing a certificate signed on behalf of the Company by the Chief Executive Officer of the Company certifying that the conditions set forth in Section 7.2(a) and Section 7.2(b) are satisfied.

(g) Maximum Cash.

(i) At least five Business Days before the Effective Time, the Company shall prepare and deliver to Parent a statement setting forth its good faith estimate of Closing Consolidated Cash (the "**Estimated Closing Consolidated Cash**"), which statement shall contain an estimated balance sheet of the Company as of the Effective Time (after giving effect to the Company's payment of its transaction expenses in connection with the transactions contemplated herein), a calculation of Estimated Closing Consolidated Cash (the "**Estimated Closing Consolidated Cash Statement**"), and a certificate of the Chief Executive Officer of the Company that the Estimated Closing Consolidated Cash Statement was prepared in accordance with GAAP or IFRS, as applicable, applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end as if such Closing Consolidated Cash Statement was being prepared and audited as of a fiscal year end.

(ii) The "**Company Closing Contribution**" shall be an amount equal to the excess, if any, of the Estimated Closing Consolidated Cash over $1,500,000.

(iii) At or prior to the Effective Time, the Company shall deposit or cause to be deposited with the Paying Agent, for the benefit of the holders of Shares (other than Excluded Shares) an amount in cash equal to the Company Closing Contribution. The amount required to be delivered by the Parent to the Paying Agent pursuant to Section 3.1 shall be reduced by the amount of the Company Closing Contribution.

(iv) As used herein, "**Closing Consolidated Cash**" means the amount stated in the account titled "Cash and Cash Equivalents" in the Company's consolidated balance sheet at the Effective Time.

(h) Ancillary Agreements. Parent and Merger Sub shall have received a duly executed copy of the joinder duly from Tim Losik, substantially in the form attached hereto as Exhibit B (the "**Joinder**").

(i) Rights Agreement. The Rights Agreement shall be terminated in accordance with its terms.

(j) Company Stockholder Approval. This Agreement shall have been duly adopted, and the delisting of the Company Common Stock from AIM shall have been duly approved, by holders of shares of Company Common Stock constituting the Requisite Company Vote in accordance with applicable Law and the certificate of incorporation and bylaws of the Company.

7.3. Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Parent and Merger Sub set forth in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct in all material respects as of such particular date or period of time).

(b) Performance of Obligations of Parent and Merger Sub. Each of Parent and Merger Sub shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Parent and Merger Sub Closing Certificate. The Company shall have received at Closing a certificate signed on behalf of Parent and Merger Sub by an executive officer of Parent certifying that the conditions set forth in Section 7.3(a) and Section 7.3(b) are satisfied.

(d) Merger Sub Stockholder Approval. This Agreement shall have been duly adopted by the sole stockholder of Merger Sub in accordance with applicable Law and the certificate of incorporation and bylaws of Merger Sub.

ARTICLE VIII

Termination

8.1. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the Requisite Company Vote has been obtained (except as otherwise provided below), by action of the Company or, if applicable, Parent, as the case may be:

(a) by mutual written consent of the Company and Parent;

(b) by either Parent or the Company, if the Merger shall not have been consummated by 5:00 p.m., New York time on February 11, 2022 (the "**Outside Date**");

(c) by either Parent or the Company, if the Requisite Company Vote shall not have been obtained at the Stockholders Meeting or at any adjournment or postponement thereof taken in accordance with this Agreement;

(d) by either Parent or the Company, if any Order permanently restraining, enjoining or otherwise prohibiting consummation of the Merger shall become final and non-appealable;

(e) by either Parent or the Company, if there has been a breach by the Company, on the one hand, or Parent or Merger Sub, on the other hand, of any representation, warranty, covenant or agreement set forth in this Agreement, or if any representation or warranty of Company, on the one hand, or Parent or Merger Sub, on the other hand, shall have become untrue, in either case such that the conditions in Section 7.2(a) or Section 7.2(b), in the case of a breach by the Company, or Section 7.3(a) or Section 7.3(b), in the case of a breach by Parent and Merger Sub, would not be satisfied (and such breach or failure to be true and correct is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been cured within the earlier of (i) 30 calendar days after the giving of notice thereof by the non-breaching party to the breaching party or (ii) three Business Days prior to the Outside Date);

(f) by the Company, prior to the time the Requisite Company Vote is obtained, if the Company Board authorizes the Company to enter into an alternative Company Acquisition Agreement, to the extent permitted by and in accordance with the terms and conditions of Section 6.2 in response to a Superior Proposal, and the Company, immediately prior to or concurrently with such termination, pays to Parent in immediately available funds any fees required to be paid pursuant to Section 8.2; or

(g) by Parent, prior to the time the Requisite Company Vote is obtained, if the Company Board shall have:

(A) failed to include the Company Recommendation in the Proxy Statement,

(B) made a Change of Recommendation, or

(C) failed to hold a vote of the holders of shares of Company Common Stock in order to obtain the Requisite Company Vote on the Merger prior to the time required by Section 6.3.

8.2. Effect of Termination and Abandonment.

In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article VIII, this Agreement shall become void and of no effect with no liability to any Person on the part of any party hereto (or any of its Representatives or Affiliates); provided, however, and notwithstanding anything in the foregoing to the contrary in this Agreement, (i) no such termination shall relieve any party hereto of any liability or damages to

the other party hereto resulting from Fraud or Willful Breach of this Agreement and (ii) the provisions set forth in this Section 8.2 and the second sentence of Section 10.1 shall survive the termination of this Agreement. For purposes of this agreement, (A) "**Willful Breach**" means an intentional and willful material breach, or an intentional and willful material failure to perform, in each case that is the consequence of an act or omission by a party with the actual knowledge that the taking of such act or failure to take such act would cause a breach of this Agreement and (B) "**Fraud**" means, with respect to a Person, an actual and intentional fraud requiring a misrepresentation of a material fact, or a concealment of a material fact, by such Person; provided, that such actual and intentional fraud shall only be deemed to exist if such Person had actual knowledge (as opposed to imputed or constructive knowledge) of a misrepresentation or concealment of such fact(s) by such Person made herein and actually intended to deceive the Person to which such misrepresentation or concealment of such fact was made. Notwithstanding anything to the contrary contained herein, in no event shall any employee of the Company who is not an Indemnified Party have any liability to the Company, Parent or any affiliate of Company or Parent in excess of the net Merger Consideration received by such employee.

ARTICLE IX

INDEMNIFICATION

9.1. Survival.

(a) The representations and warranties of the Company set forth in Section 4.2 (*Capital Structure*), Section 4.4 (*Governmental Filings; No Violations; Certain Contracts, Etc.*), Section 4.5(a) and (b) (*Financial Statements*), Section 4.6(a) and (b) (*Absence of Certain Changes*), Section 4.7 (*Litigation and Liabilities*), Section 4.10(a) and (b) (*Compliance with Laws; Permits*), Section 4.13 (*Tax Matters*), Section 4.17 (*Brokers and Finders*) and Section 4.22 (*No Material Misstatement or Omission*) (collectively, the "**Fundamental Representations**") shall survive the Closing until the 12-month anniversary of the Closing Date; provided, however, that any claim for Fraud shall survive the expiration of the applicable statute of limitations with respect to the type of claim being made.

(b) Tim Losik (the "**Indemnifying Equityholder**") shall not have any liability with respect to any representations and warranties unless notice of an actual or threatened claim, or of discovery of any facts or circumstances that the Parent reasonably believes may result in a claim, unless notice is given to the Indemnifying Equityholder in accordance with this Agreement and the Joinder prior to the expiration of the survival period, if any, for such representation, warranty, covenant or agreement, in which case such representation, warranty, covenant or agreement shall survive solely as to such claim until such claim has been finally resolved, without the requirement of commencing any Action in order to extend such survival period or preserve such claim. It is expressly acknowledged and agreed that the 20-year statute of limitations contemplated by Section 8106(c) of Title 10 of the Delaware Law shall not apply to this Agreement.

9.2. Indemnification by the Indemnifying Equityholder.

(a) From and after the Effective Time, the Indemnifying Equityholder shall indemnify and hold harmless the Parent, the Surviving Corporation and their respective Affiliates, and the respective representatives, successors and assigns of each of the foregoing from and against, and shall compensate and reimburse each of the foregoing (each, a "**Parent Indemnified Party**" and collectively, the "**Parent Indemnified Parties**") for, any and all losses, damages, liabilities, deficiencies, interest, awards, judgments, penalties, Taxes, costs and expenses (including reasonable attorneys' fees, costs and other reasonable out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) asserted against, incurred, sustained or suffered by any of the foregoing as a result of, arising out of or relating to any breach of any Fundamental Representation (hereinafter collectively, "**Losses**") (disregarding solely for purposes of calculating any Losses but not for determining breach, any "materiality," "Material Adverse Effect" or other similar qualifiers set forth therein); provided, that in no event will Losses include any incidental, special, consequential, punitive or exemplary damages, including loss of future revenue or income, loss of business reputation or opportunity, diminution of value or any damages based on any type of multiple, except, in each case, to the extent actually paid to a third party.

(b) Notwithstanding anything herein to the contrary, the Indemnifying Equityholder shall have no obligation to indemnify the Parent Indemnified Parties for any breach of the representations and warranties contained in Section 4.22, unless such breach constitutes a Material Adverse Effect.

9.3. Procedures.

(a) A Parent Indemnified Party in respect of, arising out of or involving a Loss or a claim or demand made by any Person against such Parent Indemnified Party (a "**Third Party Claim**") shall deliver notice (a "**Claim Notice**") in respect thereof to the Indemnifying Equityholder, with reasonable promptness after receipt by such Parent Indemnified Party of notice of the Third Party Claim, setting forth (to the extent known) (i) the specific representation, warranty or covenant alleged to have been breached or other item of indemnification at issue; (ii) the facts and circumstances giving rise to the indemnification claim at issue; and (iii) the Losses that have been incurred or are anticipated to be incurred or a good faith estimate of such Losses, if such can be reasonably calculated with respect thereto. The failure to deliver a Claim Notice, however, shall not release the Indemnifying Equityholder from any of its obligations under this Article IX except to the extent that the Indemnifying Equityholder is prejudiced by such failure.

(b) If the Indemnifying Equityholder acknowledges in writing its obligation to indemnify the Parent Indemnified Party against any and all Losses that may result from a Third Party Claim, the Indemnifying Equityholder shall be entitled, at its expense, to participate in the defense of such Third Party Claim and, if it so chooses, to assume the defense of such Third Party Claim involving solely the payment of monetary damages that does not involve any material customer or client of the Parent Indemnified Party with counsel selected by the Indemnifying Equityholder reasonably satisfactory to the Parent Indemnified Party provided that the Parent Indemnified Party's approval of counsel will not be unreasonably conditioned, delayed or withheld. Notwithstanding the foregoing, the Indemnifying Equityholder shall not be

entitled to assume the defense of any Third Party Claim for equitable or injunctive relief, any Third Party Claim relating to Taxes or any claim that would impose criminal liability or damages, and the Parent Indemnified Party shall have the right to defend, at the expense of the Indemnifying Equityholder, any such Third Party Claim. The Indemnifying Equityholder shall be liable for the fees and expenses of counsel employed by the Parent Indemnified Party for any period during which the Indemnifying Equityholder has failed to assume the defense thereof. If the Indemnifying Equityholder elects to assume the defense of any such Third Party Claim, it shall within 30 days after the Parent Indemnified Party's written notice of such Third Party Claim notify the Parent Indemnified Party in writing of its intent to do so. The Indemnifying Equityholder will have the right to assume control of such defense of the Third Party Claim only for so long as it conducts such defense with reasonable diligence. The Indemnifying Equityholder shall keep the Parent Indemnified Party advised of the status of such Third Party Claim and the defense thereof on a reasonably current basis and shall consider in good faith the recommendations made by the Parent Indemnified Party with respect thereto. If the Indemnifying Equityholder assumes the control of the defense of any Third Party Claim in accordance with the provisions of this Section 9.3(b), the Parent Indemnified Party shall be entitled to participate in the defense of any such Third Party Claim and to employ, at its expense, separate counsel of its choice for such purpose, it being understood, however, that the Indemnifying Equityholder shall continue to control such defense; provided, that notwithstanding the foregoing, the Indemnifying Equityholder shall pay the reasonable costs and expenses of such defense (including reasonable attorneys' fees and expenses) of the Parent Indemnified Party if (i) the Parent Indemnified Party's outside counsel shall have advised the Parent Indemnified Party in good faith that there are defenses available to such Parent Indemnified Party that are different from or additional to those available to the Indemnifying Equityholder, or (ii) the Parent Indemnified Party's outside counsel shall have advised the Parent Indemnified Party that there is a conflict of interest that would make it inappropriate to have common counsel for the Indemnifying Equityholder and the Parent Indemnified Party. Notwithstanding anything to the contrary in this Agreement, the Indemnifying Equityholder will not be permitted to settle or compromise any Third Party Claim without the Parent Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed. In the event the Indemnifying Equityholder does not elect to assume the defense of any such Third Party Claim or is otherwise not permitted to assume such defense under this Section 9.4(b), the Parent Indemnified Party shall not settle or compromise such Third Party Claim without the Indemnifying Equityholder's prior written consent, not to be unreasonably withheld, conditioned or delayed.

(c) A Parent Indemnified Party seeking indemnification in respect of, arising out of or involving a Loss or a claim or demand hereunder that does not involve a Third Party Claim being asserted against or sought to be collected from such Parent Indemnified Party (a "Direct Claim") shall deliver a Claim Notice in respect thereof to the Indemnifying Equityholder with reasonable promptness after becoming aware of facts supporting such Direct Claim, setting forth (to the extent known) (i) the specific representation, warranty or covenant alleged to have been breached or other item of indemnification at issue, (ii) the facts and circumstances giving rise to the indemnification claim at issue, and (iii) the Losses that have been incurred or are anticipated to be incurred or a good faith estimate of such Losses, if such can be reasonably calculated with respect thereto. The failure to deliver a Claim Notice, however, shall not release

the Indemnifying Equityholder from any of its obligations under this Article IX except to the extent that the Indemnifying Equityholder is prejudiced by such failure and shall not relieve the Indemnifying Equityholder from any other obligation or liability that it may have to the Parent Indemnified Party or otherwise than pursuant to this Article IX.

(d) After any final decision, judgment or award shall have been rendered by a Governmental Entity of competent jurisdiction, or a settlement shall have been consummated, or the Parent Indemnified Party and the Indemnifying Equityholder or the Stockholder Representative shall have reached an agreement, in each case with respect to an indemnifiable claim hereunder, the Parent Indemnified Party shall forward to the Stockholder Representative notice of any Losses due and owing by the Indemnifying Equityholder pursuant to this Agreement with respect to the Direct Claim or Third Party Claim, as applicable, and the Parent shall, to the extent all or any portion of the Escrow Amount remains, retain from the Escrow Amount such Losses, and if the Escrow Amount is insufficient to cover all or any portion of such Losses, the Indemnifying Equityholder shall pay to the Parent the amount of any such outstanding Losses, in each case, subject to the limitations set forth in this Article IX.

9.4. Limits on Indemnification. Notwithstanding anything to the contrary contained in this Agreement:

(a) The Indemnifying Equityholder shall not be obligated to indemnify the Indemnified Parties pursuant to Section 9.2 and the Indemnified Parties shall not be entitled to exercise any indemnification rights thereunder, except to the extent that the aggregate amount of the Losses against which the Indemnified Parties would otherwise be entitled to be indemnified under Section 9.2, as applicable, exceeds $50,000 (the "**Deductible**"), at which point the Indemnified Parties shall be entitled to be indemnified, subject to the limitations set forth in this Article VIII, for all such Losses in excess of the Deductible.

(b) the maximum aggregate amount of indemnifiable Losses which may be recovered from the Indemnifying Equityholder pursuant to Section 9.2 shall be an amount equal to the Escrow Amount (it being understood that, subject to the following proviso, the sole source of recourse against the Indemnifying Equityholder by the Parent Indemnified Parties with respect to Losses arising under Section 9.2 shall be from the Esrow Amount); provided, that the foregoing limitation shall not apply to Losses in respect of Fraud;

(c) no party shall be entitled to reimbursement under any provision of this Agreement for any amount to the extent such party has previously been actually reimbursed for the same amount under any other provision of this Agreement;

(d) the Parent expressly reserves the right to seek indemnity or other remedy under this Agreement, including pursuant to Section 10.12 or in connection with a claim based on Fraud, for any Losses arising out of or relating to any breach of any representation, warranty, covenant or agreement contained herein, notwithstanding any investigation by, disclosure to, knowledge or imputed knowledge of the Parent or any of its Representatives in respect of any fact or circumstance that reveals the occurrence of any such breach, whether before or after the execution and delivery hereof, subject to the applicable caps and limitations set forth herein; and

(e) Payments by the Indemnifying Stockholder pursuant to Section 9.2 in respect of any Losses shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received or reasonably expected to be received by the Parent Indemnified Party in respect of any such claim no later than the first anniversary of the Escrow Release Date (the "**Insurance Deadline**"); provided, however, with respect to amounts reasonably expected to be received that have not been received by the Parent Indemnified Party as of the Escrow Release Date, such amounts will remain escrowed until the earlier to occur of (i) the date on which such payment is actually received by the Parent Indemnified Party, in which case such amounts will be released to the Indemnifying Stockholder and (ii) the Insurance Deadline, in which case such amount shall be released to the Parent Indemnified Party. The Parent Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(f) For the avoidance of doubt, no other stockholder, optionholder, officer, director, manager, representative, or agent of the Company shall have any liability in connection with the transaction contemplated by this Agreement, including, without limitation, liability with respect to any representations and warranties contained herein, or for any Losses suffered by any Parent Indemnified Parties as a result of the transaction contemplated hereunder, other than with respect to Fraud.

9.5. Escrow Amount.

(a) The Escrow Amount shall be the sole source of recovery of any Parent Indemnified Party against the Indemnifying Stockholder pursuant to Section 9.2, other than for any claims relating to Fraud.

(b) Subject to and in accordance with the terms of the Escrow Agreement, on the date that is 12 months following the Closing Date (the "**Escrow Release Date**"), an amount equal to (A) the balance of the Escrow Amount minus (B) the aggregate amount, if any, with respect to which the Parent Indemnified Parties have made one or more indemnification claims pursuant to the procedures set forth in this Article IX, and for which the obligation to indemnify, if any, has not been satisfied, shall be released by the Escrow Agent to the Indemnifying Equityholder.

9.6. Exclusive Remedy. Except with respect to Fraud or as provided in Section 10.5, the Parties agree that, from and after the Closing, the sole and exclusive monetary remedies of Parent and Parent Indemnified Parties for any Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement are the indemnification obligations of the Indemnifying Stockholder set forth in this Article IX.

ARTICLE X

Miscellaneous and General

10.1. Survival. This Article X and the agreements of the Company, Parent, Merger Sub and the Indemnifying Equityholder contained in Article II, Article III, Section 6.9 (*Employee Benefits*), Section 6.10 (*Expenses*), Section 6.11 (*Indemnification of Company Directors and Officers; Directors' and Officers' Insurance*) and Article IX shall survive the consummation of the Merger. This Article X, the agreements of the Company, Parent and Merger Sub contained in Section 6.10 (*Expenses*), Section 8.2 (*Effect of Termination and Abandonment*) and the Confidentiality Agreement shall survive the termination of this Agreement. All other representations, warranties, covenants and agreements in this Agreement shall not survive the consummation of the Merger or the termination of this Agreement.

10.2. Amendment; Waiver. Subject to the provisions of applicable Law , at any time prior to the Effective Time, this Agreement may be amended, modified or waived if, and only if, such amendment or modification is in writing and signed, in the case of an amendment, modification or waiver, by Parent, Merger Sub and the Company, or in the case of a waiver, by the party against whom the waiver is to be effective, *provided*, however, any amendment to Sections 3.1(b), Article IX, or this Section 10.2 shall also require the prior written consent of the Indemnifying Stockholder. The conditions to each of the respective parties' obligations to consummate the Merger and the other transactions contemplated by this Agreement are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable Law. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.3. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

10.4. Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT SUCH PRINCIPLES WOULD DIRECT A MATTER TO ANOTHER JURISDICTION.

(b) Each of the parties to this Agreement agrees that it shall bring any action or proceeding in respect of any claim arising under or relating to this Agreement or the transactions contemplated by this Agreement exclusively in the Court of Chancery of the State of Delaware, or if (and only if) such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division); provided, that if subject matter jurisdiction over the matter that is the subject of the action or proceeding is vested exclusively in

the federal courts of the United States of America, such action or proceeding shall be heard in the United States District Court for the District of Delaware, and any appellate court from any thereof (the "**Chosen Courts**") and, solely in connection with such claims, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to the laying of venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party to this Agreement and (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.6 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HEREBY ACKNOWLEDGES AND CERTIFIES (I) THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 10.4(c).

10.5. Specific Performance. Each of the parties to this Agreement acknowledges and agrees that the rights of each party to consummate the Merger and the other transactions contemplated by this Agreement are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that, in addition to any other available remedies a party may have in equity or at law, each party shall be entitled to enforce specifically the terms and provisions of this Agreement and to seek an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement in the Chosen Courts without necessity of posting a bond or other form of security.

10.6. Notices. All notices, requests, instructions or other communications or documents to be given or made hereunder by any party to the other parties to this Agreement shall be in writing and (a) served by personal delivery upon the party for whom it is intended, (b) by an internationally recognized overnight courier service upon the party for whom it is intended, (c) delivered by registered or certified mail, return receipt requested, or (d) sent by facsimile or email; provided that the transmission of the facsimile or email is promptly

confirmed by telephone and is followed up within one Business Day by dispatch pursuant to one of the other methods described herein:

If to Parent or Merger Sub:

Exaktera, LLC
c/o Union Park Capital
200 Newbury Street
Boston, Massachusetts 02116
Attn: Evan Stein

With a copy to:

Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202
Attn: Arthur McMahon, III, Esq.

If to the Company:

ProPhotonix Limited
13 Red Roof Lane, Suite 200
Salem, New Hampshire 03079
Attn: Tim Losik

With a copy to:

Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, Massachusetts 02210
Attn: Tom Rosedale, Esq.

or to such other Person or addressees as has been designated in writing by the party to receive such notice provided above. Any notice, request, instruction or other communications or document given as provided above shall be deemed given to the receiving party (a) upon actual receipt, if delivered personally, (b) on the next Business Day after deposit with an overnight courier, if sent by an overnight courier, (c) three Business Days after deposit in the mail, if sent by registered or certified mail, or (d) upon confirmation of successful transmission if sent by facsimile or email followed up within one Business Day by dispatch pursuant to one of the other methods described herein. Copies to outside counsel are for convenience only and failure to provide a copy to outside counsel does not alter the effectiveness of any notice, request, instruction or other communication otherwise given in accordance with this Section 10.6.

10.7. Entire Agreement. This Agreement (including any exhibits hereto), the Company Disclosure Letter, the Escrow Agreement, the Joinder and the Confidentiality Agreement, dated January 15, 2021, between Union Park Capital Management, L.P. and the Company (the "**Confidentiality Agreement**") constitute the entire agreement among the parties

to this Agreement with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and representations and warranties, whether oral or written, with respect to such matters, except for the Confidentiality Agreement, which shall remain in full force and effect until the Closing.

10.8. Third Party Beneficiaries. Parent and the Company hereby agree that their respective representations, warranties and covenants set forth in this Agreement are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than Parent, Merger Sub and the Company and their respective successors, legal representatives and permitted assigns any rights or remedies, express or implied, hereunder, including the right to rely upon the representations and warranties set forth in this Agreement, except the rights of third party beneficiaries as are provided in Section 6.11 (*Indemnification; Directors' and Officers' Insurance*) and Article IX, which shall not arise until after the Effective Time. The parties hereto further agree that the rights of third party beneficiaries under Section 6.11 and Article IX shall not arise unless and until the Closing occurs. The representations and warranties in this Agreement are the product of negotiations among the parties to this Agreement. Any inaccuracies in such representations and warranties are subject to waiver by the parties to this Agreement in accordance with Section 10.2 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties to this Agreement of risks associated with particular matters regardless of the knowledge of any of the parties to this Agreement. Consequently, Persons other than the parties to this Agreement may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

10.9. Fulfillment of Obligations. Whenever this Agreement requires a Subsidiary of Parent to take any action, such requirement shall be deemed to include an undertaking on the part of Parent to cause such Subsidiary to take such action. Whenever this Agreement requires a Subsidiary of the Company to take any action, such requirement shall be deemed to include an undertaking on the part of the Company to cause such Subsidiary to take such action and, after the Effective Time, on the part of the Surviving Corporation to cause such Subsidiary to take such action. Any obligation of one party to another party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such party, shall be deemed to have been performed, satisfied or fulfilled by such party.

10.10. [Reserved].

10.11. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such

invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

10.12. Interpretation; Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. All article, section, subsection, schedules and exhibit references used in this Agreement are to articles, sections, subsections, schedules and exhibits to this Agreement unless otherwise specified. The exhibits and schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "includes" or "including" shall mean "including without limitation," the words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear and any reference to a Law shall include any rules and regulations promulgated thereunder, and any reference to any Law in this Agreement shall only be a reference to such Law as of the date of this Agreement. Currency amounts referenced herein are in U.S. Dollars unless otherwise specified. The phrase "ordinary course of business" shall mean "ordinary course of business consistent with past practice."

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP or IFRS where applicable.

(e) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

10.13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other parties, except that Merger Sub may assign any and all of its rights under this Agreement, by written notice to the Company, to another wholly owned direct or indirect Subsidiary of Parent, in which event all references to Merger Sub in this Agreement shall be deemed references to such other Subsidiary, except that all representations and warranties made in this Agreement with respect to Merger Sub as of the date of this Agreement shall be deemed representations and warranties made with respect to such other Subsidiary as of the date of such

designation; provided that no assignment shall relieve Parent of any of its obligations pursuant to this Agreement. Any purported assignment in violation of this Agreement is void.

10.14. Attorney-Client Privilege; Continued Representation.

(a) Each Party hereto acknowledges and agrees that Nutter, McClennen & Fish LLP ("**Nutter**") has acted as counsel to the Company in connection with the negotiation of this Agreement and consummation of the transactions contemplated hereby. Parent hereby consents and agrees to, and agrees to cause the Surviving Company to consent and agree to, Nutter representing the holders of Shares, including the Indemnifying Stockholder (the "**Stockholders**") after the Closing, including with respect to disputes in which the interests of the Stockholders may be directly adverse to Parent and its Affiliates, and even though Nutter may have represented the Company in a matter substantially related to any such dispute, or may be handling ongoing matters. Parent further consents and agrees to, and agrees to cause the Company to consent and agree to, the communication by Nutter to the Stockholders in connection with any such representation of any fact known to Nutter arising by reason of Nutter's prior representation of the Company. In connection with the foregoing, Parent hereby irrevocably waives and agrees not to assert, and agrees to cause the Company to irrevocably waive and not to assert, any conflict of interest arising from or in connection with (i) Nutter's prior representation of the Company with respect to a matter where Parent or the Company is adverse to the Stockholders, and (ii) Nutter's representation of the Stockholders.

(b) Parent further agrees, on behalf of itself and, after the Closing, on behalf of the Company, that all communications in any form or format whatsoever between or among Nutter, on the one hand, and the Company, the Stockholders, or any of their respective directors, officers, advisors, employees or other representatives, on the other hand, that relate in any way to the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any dispute arising under this Agreement that are attorney-client privileged (collectively, the "**Privileged Communications**") and the expectation of client confidence relating thereto belong solely to the Stockholders shall be controlled by the Stockholders and shall not pass to or be claimed by Parent or the Surviving Company.

(c) Notwithstanding the foregoing, in the event that a dispute arises between Parent, on the one hand, and a third party other than the Stockholders, on the other hand, Parent may assert the attorney-client privilege to prevent the disclosure of the Privileged Communications to such third party; provided, however, that Parent may not waive such privilege without the prior written consent of the Indemnifying Stockholder, such consent not to be unreasonably withheld, conditioned or delayed. In the event that Parent is legally required by Order or otherwise to access or obtain a copy of all or a portion of the Privileged Communications, Parent shall promptly notify the Indemnifying Stockholder in writing so that the Indemnifying Stockholder can seek a protective order and Parent agrees to use commercially reasonable efforts, at the expense of the Stockholders, to assist therewith.

(a) To the extent that files or other materials maintained by Nutter relating to (i) the Stockholders, or (ii) Parent to the extent they relate in any way to the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any dispute arising under this Agreement, constitute property of its clients, only the Stockholders

shall hold such property rights and Nutter shall have no duty to reveal or disclose any such files or other materials or any Privileged Communications by reason of any attorney-client relationship between Nutter, on the one hand, and the Company, on the other hand. Parent agrees that it will not knowingly, and that it will cause the Surviving Company not to knowingly, (i) access or use the Privileged Communications, including by way of review of any electronic data, communications or other information, or by seeking to have the Stockholders waive the attorney-client or other privilege, or by otherwise asserting that Parent has the right to waive the attorney-client or other privilege, or (ii) seek to obtain the Privileged Communications from Nutter.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

PROPHOTONIX LIMITED

By DocuSigned by: _____

Name: Timothy P. Losik
Title: President and Chief Executive Officer

EXAKTERA, LLC

By _____

Name:
Title:

PPL MERGER SUB INC.

By _____

Name:
Title:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

PROPHOTONIX LIMITED

By _____
Name:
Title:

EXAKTERA, LLC

By DocuSigned by: Evan Stein 5DF81B46CC5B435...
Name: Evan Stein
Title: Managing Director

PPL MERGER SUB INC.

By DocuSigned by: Phil Martin 81F7F17CEC43489...
Name: Phil Martin
Title: CEO

EXHIBIT A-1

Certificate of Incorporation of Surviving Company

Please see attached.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
PROPHOTONIX LIMITED

I. The name of the corporation is ProPhotonix Limited, and this corporation was originally incorporated pursuant to the General Corporation Law of the State of Delaware on May 27, 2011. A certain Certificate of Amendment was filed with the Delaware Secretary of State on May 28, 2014.

II. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, 19801. The name of its registered agent at such address is The Corporation Trust Company.

III. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

IV. The total number of shares of stock which the Corporation shall have authority to issue are: 1,000 Common Stock, par value $0.001 per share.

V. The Corporation is to have perpetual existence.

VI. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the Corporation, subject to any specific limitation provided by any bylaws adopted by the stockholders.

VII. Meetings of stockholders may be held within or outside of the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the bylaws) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the bylaws of the Corporation. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

VIII. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware, or any other applicable law, is amended to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, or any other applicable law, as so amended. Any repeal or modification of this Article VIII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

IX. The Corporation shall indemnify, advance indemnified expenses and hold harmless, in each case, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation against liabilities and expenses reasonably incurred or paid by such person in connection with such action, suit or proceeding; provided, however, that, except for claims for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses not paid in full, the Corporation shall be required to indemnify a director or officer in connection with an action, suit or proceeding (or part thereof, including any counterclaim) commenced by such director or officer only if the commencement of such action suit or proceeding (or part thereof, including any counterclaim) by the director or officer was authorized in the specific case by the board of directors of the Corporation. The Corporation may indemnify, advance indemnified expenses and hold harmless, in each case to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liabilities and expenses reasonably incurred or paid by such person in connection with such action, suit or proceeding. The words "liabilities" and "expenses" shall include, without limitation: liabilities, losses, damages, judgments, fines, penalties, amounts paid in settlement, expenses, attorneys' fees and costs. The indemnification provided by or granted pursuant to this Article IX shall not be deemed exclusive of any other rights to which any person indemnified or being advanced expenses may be entitled under any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Corporation may purchase and maintain insurance on behalf of any person referred to in the preceding paragraph against any liability asserted against and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article IX or otherwise.

For purposes of this Article IX, references to the "Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article IX with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

The provisions of this Article IX shall be deemed to be a contract between the Corporation and each director or officer who serves in any such capacity at any time while this Article IX and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law, if any, are in effect, and any repeal or modification of such law or of this Article IX shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such s tate of facts.

For purposes of this Article IX, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner not opposed to the best interests of the Corporation.

X. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of the General Corporation Law of the State of Delaware or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

XI. The Corporation hereby expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

XII. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred upon the stockholders herein are granted subject to this reservation.

[*Signature page follows*]

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by a duly authorized officer of the Corporation on [•], 2021.

By:_____
Name:
Title:

EXHIBIT A-2

Bylaws of Surviving Company

Please see attached.

AMENDED AND RESTATED

BYLAWS

OF

PROPHOTONIX LIMITED

(the "CORPORATION")

ARTICLE 1
STOCKHOLDERS

Section 1.1 Place of Meetings. Meetings of stockholders may be held at such place, either within or without the State of Delaware, as may be designated by the Board of Directors from time to time.

Section 1.2 Annual Meeting. An annual meeting of stockholders shall be held each year on such date and at such time as may be designated by the Board of Directors.

Section 1.3 Special Meetings. Special meetings of stockholders may be called at any time by the Board of Directors or the Chief Executive Officer.

ARTICLE 2
BOARD OF DIRECTORS

Section 2.1 Number. The Board of Directors shall initially consist of four directors. This number may be set or changed by a resolution of the Board of Directors or of the stockholders, subject to Sections 2.3 and 2.4 of these Bylaws. No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires.

Section 2.2 Election of Directors; Term of Office. The directors of the Corporation shall be elected at the annual meeting of the stockholders or at any meeting of the stockholders held in lieu of such annual meeting, which meeting, for the purposes of these Bylaws, shall be deemed the annual meeting. Directors shall be elected for a term ending upon the date of the next annual meeting of stockholders, but shall hold office until their successors are elected or appointed, and have qualified.

Section 2.3 Resignation. Any director may resign his/her office at any time. Such resignation shall be made in writing and shall take effect immediately without acceptance.

Section 2.4 Removal of Directors. Any director may be removed from office at any time, with or without cause, by the affirmative vote of the holders of a majority of the shares then entitled to vote at an election of directors, or as otherwise provided in the Certificate of Incorporation.

Section 2.5 Vacancies. Unless otherwise provided in the Certificate of Incorporation, in the event of a vacancy occurring on the Board of Directors, the remaining directors (if any), by affirmative vote of a majority thereof, whether or not constituting a quorum, may fill such vacancy for the unexpired term. If no directors remain, the vacancy shall be filled by the stockholders in accordance with Section 2.2. If at any time the number of directors shall be increased, the additional directors to be elected may be elected by the directors then in office by the affirmative vote of a majority thereof at a regular meeting or at a special meeting called for that purpose, to serve until the next election of directors, unless otherwise provided in the Certificate of Incorporation.

Section 2.6 Place of Meetings. Meetings of the Board of Directors may be held at such places either within or without the State of Delaware as the Board of Directors shall from time to time determine.

Section 2.7 Calling Meetings. Meetings of the Board of Directors may be called at any time by the Chief Executive Officer or by any member of the Board of Directors. Each meeting shall be held at such date, time and place as shall be fixed by the person or persons calling the meeting.

Section 2.8 Notice of Meetings. Written notice of each special meeting of the Board of Directors shall be given which shall state the date, time, and place of the meeting. The written notice of any special meeting shall be given to each director at the location of such director shown on the books and records of the Corporation at least 24 hours in advance of the meeting. Notice may be given by mail, courier, facsimile or electronic mail and shall be deemed to have been given when received, if sent by mail or courier, or when transmitted by facsimile or electronic mail, as the case may be. Notice need not be given of any regularly scheduled meeting of the Board of Directors, provided that each director shall have received notice of the date, time and place, or method of determining the date, time and place, of such regularly scheduled meeting.

Section 2.9 Quorum; Vote Required for Action. Unless otherwise required by law, at each meeting of the Board of Directors, the presence of a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as provided otherwise by the law, the vote of a majority of the directors present at a meeting where a quorum is present shall be required to approve any matter before the Board. In case at any meeting of the Board of Directors a quorum shall not be present, the members of the Board of Directors present may by majority vote adjourn the meeting from time to time until a quorum shall attend.

ARTICLE 3
OFFICERS

Section 3.1 Officers. The officers of the Corporation shall consist of such officers as the Board of Directors may determine. An individual may hold more than one office.

Section 3.2 Election; Term of Office; Vacancies. Officers shall be elected by a majority of a quorum of the Board of Directors. Except as otherwise provided by the Board of Directors when electing any officer, each officer shall hold office indefinitely until death, resignation, or removal. The Board of Directors may remove any officer or agent with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer or agent, if any, with the Corporation, but the election of an officer or agent shall not in and of

itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal, or otherwise may be filled by a majority of a quorum of the Board of Directors.

Section 3.3 Chief Executive Officer. The Chief Executive Officer ("CEO") shall preside at all meetings of the Board of Directors and of the stockholders, shall have general and active management of the stockholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 3.4 President. The President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors or the CEO from time to time or assigned by the CEO. The President shall preside at any meetings of the stockholders and of the Board of Directors if the CEO is unavailable.

Section 3.5 Powers and Duties of Vice-Presidents. In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall perform such other duties and have such other powers as may be prescribed by the Board of Directors from time to time or assigned by the CEO or the President.

Section 3.6 Powers and Duties of Treasurer and Assistant Treasurers. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, the CEO, the President or the Treasurer. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the CEO or the President. The Treasurer shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond (which shall be renewed every six years) in such sum and which such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order of their election), shall, in the absence of the Treasurer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors from time to time or assigned by the CEO or the President.

Section 3.7 Powers and Duties of Secretary and Assistant Secretaries. The Secretary shall maintain a record of all the proceedings of the meetings of the stockholders of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the CEO, or the President, under whose supervision the Secretary shall be. The Secretary shall have custody of the corporate seal and he or

she, or an Assistant Secretary, shall authority to affix the same to any instrument requiring it and, when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the corporate seal and to attest the affixing by his or her signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers of the Secretary and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors from time to time or by the CEO or the President.

ARTICLE 4
INDEMNIFICATION OF OFFICERS, DIRECTORS, AND OTHERS

Section 4.1 Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise (specifically including employee benefit plans), shall be indemnified and held harmless by the Corporation to the fullest extent not prohibited by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability, loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding), judgments, fines (specifically including any excise taxes assessed on a person with respect to an employee benefit plan), and amounts paid in settlement, except for any claim based on an act or omission involving intentional misconduct or a knowing violation of law or from which such person derived an improper personal pecuniary benefit. Such indemnification shall inure to the benefit of his or her heirs, executors and administrators. Except as provided in Section 4.2 hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation.

Section 4.2 Procedures for Indemnification of Directors and Officers. Any indemnification of a director or officer of the Corporation under Section 4.1 or advance of expenses under Section 4.5 of this Article 4 shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this Article 4 is required, and the Corporation fails to respond within 30 days to a written request for indemnity, the Corporation shall be deemed to have approved the request. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct for indemnification, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware,

nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 4.3 Article Not Exclusive. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 4 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, agreement, vote of stockholders or disinterested directors, or otherwise.

Section 4.4 Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article 4.

Section 4.5 Expenses. Expenses incurred by any person described in Section 4.1 in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 4.6 Employees and Agents. Persons who are not covered by the foregoing provisions of this Article 4 and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 4.7 Contract Rights. The provisions of this Article 4 shall be deemed to be a contract right between the Corporation and each director or officer who serves in any such capacity at any time while this Article 4 and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article 4 or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 4.8 Merger or Consolidation. For purposes of this Article 4, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this Article 4 with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE 5
STOCK

Section 5.1 Certificates. The shares of stock of the Corporation shall be represented by certificates; provided that the Board of Directors may provide by resolution or resolutions that some or all of any class or series shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. If shares are represented by certificates, such certificates shall be in the form, other than bearer form, approved by the Board of Directors, and shall be signed by or in the name of the Corporation by the CEO and by the Secretary certifying the number of shares owned by him in the Corporation. However, holders of unvested shares of capital stock of the Corporation shall not be entitled to such certificate until such holders' shares have vested in full. Any of or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 5.2 Notice on Certificates. Each certificate evidencing shares of stock of the Corporation shall include a clear and conspicuous notice of the restrictions and limitations on the transfer of the shares evidenced by such certificate, in form and substance similar to the following:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM REASONABLY SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Section 5.3 Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares of stock of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or other authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled to the new certificate, cancel the old certificate and record the transaction upon its books, provided the Corporation or a transfer agent of the Corporation shall not have received a notification of adverse interest and that the conditions of Section 8-401 of Title 6 of the Delaware Code have been met.

Section 5.4 Registered Stockholders. The Corporation shall be entitled to treat the holder of record (according to the books of the Corporation) of any share or shares of its stock as the holder in fact of those shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other party whether or not the Corporation shall have express or other notice of that claim or interest, except as expressly provided by the laws of the State of Delaware.

ARTICLE 6
PLEDGES

Section 6.1 Pledges. Notwithstanding anything contained herein to the contrary, the stockholders of the Corporation shall be permitted to pledge or hypothecate any or all of their shares of capital stock of the Corporation, including all economic rights, control rights and status rights as a stockholder, to any lender to the Corporation or any agent acting on such lender's behalf, and any transfer of such shares of capital stock pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be expressly permitted under these Bylaws with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, upon a default under the financing giving rise to any pledge or hypothecation of membership interest, the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation agreement, and without further approval of any stockholder and without becoming a stockholder of the Corporation, to exercise the voting rights of the stockholder granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in these Bylaws, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a stockholder of the Corporation and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, as applicable, and shall be bound by all of the obligations, of a stockholder under of the Corporation without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging stockholder shall cease to be a stockholder and shall have no further rights or powers as a stockholder of the Corporation. The execution and adoption of these Bylaws by the Corporation shall constitute any necessary approval of such stockholder under the Act to the foregoing provisions of this Section 6.1. This Section 6.1 may not be amended or modified so long as any capital stock of the Corporation is subject to a pledge or hypothecation without the pledgee's (or the transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the capital stock of the Corporation shall be a third party beneficiary of the provisions of this Section 6.1.

ARTICLE 7
MISCELLANEOUS

Section 7.1 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.2 Amendment of Bylaws. These Bylaws may be amended or repealed, and new bylaws adopted, by the Board of Directors, and the stockholders entitled to vote may adopt additional bylaws and may amend or repeal any by-law whether or not adopted by them.

EXHIBIT B

Form of Joinder

Please see attached.

5360034.5

JOINDER AGREEMENT

This JOINDER AGREEMENT (this "***Agreement***") is made and entered into as of November 10, 2021, between Exaktera, LLC, a Delaware corporation (the "***Parent***"), and Tim Losik (the "***Indemnifying Equityholder***") of ProPhotonix Limited, a Delaware corporation (the "***Company***"). Capitalized terms used, but not otherwise defined, herein shall have the respective meanings ascribed to them in the Merger Agreement (as defined below). Parent and the Indemnifying Equityholder are collectively referred to herein as the ***"Parties***" and each a "***Party***". If the terms of this Agreement conflict in any way with the provisions of the Merger Agreement, then the provisions of the Merger Agreement shall control.

RECITALS

A. The Indemnifying Equityholder has executed and delivered this Agreement in connection with that certain Agreement and Plan of Merger, dated as of the date hereof (the "***Merger Agreement***"), by and among the Parent, PPL Merger Sub Inc., a Delaware corporation and wholly owned indirect subsidiary of the Parent ("***Merger Sub***"), and the Company, pursuant to which Merger Sub will merge with and into the Company, with the Company as the surviving corporation (the "***Merger***").

B. As a condition to its willingness to enter into the Merger Agreement, the Parent has required the Indemnifying Equityholder to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Merger Agreement and in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
JOINDER TO THE MERGER AGREEMENT.

1.1 Support Agreement. The Indemnifying Equityholder agrees that he shall not, at any time prior to the Closing, without the prior written consent of the Parent, directly or indirectly, transfer, sell, exchange, pledge or otherwise dispose of or encumber or subject to any Encumbrance any of the shares of Company Common Stock (the "***Shares***") that he owns, or enter into any agreement or other arrangement to do any of the foregoing, or grant any proxies or powers of attorney with respect to such Shares, deposit such Shares into a voting trust or enter into a voting agreement or similar arrangement or commitment with respect to such Shares. The Indemnifying Equityholder agrees that he will vote in favor approving the Merger, adopting the Merger Agreement, and the AIM delisting at the Stockholders' Meeting.

1.2 Joinder. The Indemnifying Equityholder agrees that, by the execution and delivery of this Agreement, the Indemnifying Equityholder shall, and hereby agrees to, be bound by, be subject to those terms and conditions of the Merger Agreement that apply to the Indemnifying Equityholder as if the Indemnifying Equityholder were a signatory to the Merger Agreement. The Indemnifying Equityholder acknowledges that the Indemnifying Equityholder has received and read a copy of the Merger Agreement.

1.3 Indemnification Obligations. The Indemnifying Equityholder hereby acknowledges that the Indemnifying Equityholder has read and understands the indemnification obligations of Article IX of the Merger Agreement and hereby agrees to be bound by such provisions to the extent they purport to bind or be applicable to the Indemnifying Equityholder as the Indemnifying Equityholder.

1.4 Indemnity Escrow Amount. The Indemnifying Equityholder understands, agrees to and acknowledges, that a portion of the consideration payable in connection with the consummation of the Merger with respect to his Shares (the "***Indemnity Escrow Amount***"), will be held pursuant to and subject to the terms and conditions of the Merger Agreement to satisfy any amounts owing by the Indemnifying Stockholder to any Parent Indemnified Party pursuant to Article IX of the Merger Agreement. The Indemnifying Equityholder acknowledges and agrees that the Indemnity Escrow Amount shall be held and distributed (if at all) in accordance with the terms and conditions of the Merger Agreement and shall be subject to applicable withholding for taxes, if any, as set forth in the Merger Agreement. The Indemnifying Equityholder further acknowledges and agrees that there is no guarantee that he, she or it will receive all or any portion of the Indemnity Escrow Amount on account of any claims, expenses or otherwise that may be paid out of any of the Indemnity Escrow Amount in accordance with the applicable provisions in the Merger Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE INDEMNIFYING EQUITYHOLDER.

The Indemnifying Equityholder hereby represents and warrants that:

2.1 The Indemnifying Equityholder has the requisite capacity, and has taken all action necessary, to enter into this Agreement, and to perform the Indemnifying Equityholder's obligations hereunder.

2.2 This Agreement has been duly executed and delivered by the Indemnifying Equityholder and constitutes a valid and binding obligation of the Indemnifying Equityholder, enforceable in accordance with its terms, except as limited by the application of the Bankruptcy and Equity Exception.

2.3 The execution and delivery of this Agreement by the Indemnifying Equityholder and the compliance by the Indemnifying Equityholder with any of the provisions hereof will not: (i) conflict with or violate any existing applicable law, rule, regulation, judgment, order or decree of any Governmental Entity having jurisdiction over the Indemnifying Equityholder or any of the Indemnifying Equityholder's assets or properties; (ii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a breach or default) under, or impair the rights of the Indemnifying Equityholder or alter the rights or obligations of any Person under, or give to any Person any rights of termination, amendment, acceleration or forfeiture of, or result in the creation of a material encumbrance on any of the Shares held by the Indemnifying Equityholder or (iii) require the acknowledgement or consent of any spouse or ex-spouse of the Indemnifying Equityholder under any applicable state Law (or, if such acknowledgement or consent is or may be required, Indemnifying Equityholder's spouse has reviewed and signed the spousal consent on the signature page hereto).

2.4 The Indemnifying Equityholder is the record owner of the outstanding shares of Company Common Stock and the Company Options set forth on the Indemnifying Equityholder's signature page hereto and possesses good title thereto, free and clear of all Encumbrances does not own any other option, warrant, purchase right, subscription right, conversion right, exchange right, or other contract or commitment that could require the Company to issue, sell or otherwise cause to become outstanding any capital stock or other equity security of the Company, whether vested or unvested, except for such shares of Company Common Stock and/or Company Options. The Indemnifying Equityholder has not sold, assigned or otherwise transferred any of such shares of Company Common Stock and/or Company Options. The Indemnifying Equityholder has full power and authority to sell, assign and transfer such shares of Company Common Stock, free and clear of all Encumbrances, except as may be imposed by applicable securities laws.

2.5 The decision of the Indemnifying Equityholder to execute this Agreement has been made by the Indemnifying Equityholder based solely on the Indemnifying Equityholder's own review of this Agreement and independently of any Stockholder and the Company (other than the Indemnifying Equityholder), the Company or the Parent and independently of any information, materials, statements or opinions as to the terms and conditions of this Agreement and the Merger Agreement that may have been made or given by any Stockholder and the Company (other than the Indemnifying Equityholder) or by any agent, employee or other representative of the Company or the Parent, and neither any Seller (other than the Indemnifying Equityholder) nor the Company or the Parent or any of their respective agents, employees or other representatives shall have any liability to the Indemnifying Equityholder (or any Person) relating to or arising from any such information, materials, statements or opinions, except as expressly provided in a written agreement, including, but not limited to, the Merger Agreement, between or among such parties.

2.6 To his knowledge, as of the date hereof, the Indemnifying Equityholder does not have any claims, causes of action or facts giving rise to a claim or cause of action (collectively, "***Claims***") against the Company, the Parent or Merger Sub. As of the date hereof, the Indemnifying Equityholder does not intend to assert, bring or pursue any Claim against the Company, the Parent or Merger Sub.

ARTICLE III
ADDITIONAL AGREEMENTS AND ACKNOWLEDGMENTS.

3.1 Dissenters' Rights. The Indemnifying Equityholder agrees to unconditionally and irrevocably waive and not exercise any statutory or other rights of appraisal or any dissenters' rights that the Indemnifying Equityholder may have (whether under applicable Law, including pursuant to Section 262 of the General Corporation Law of the State of Delaware (the "***DGCL***"), or otherwise) or could potentially have or acquire in connection with the Merger.

3.2 Advisors. The Indemnifying Equityholder confirms that it has had the opportunity to ask representatives of the Company questions with regard to all the agreements, consents and other provisions in this Agreement. The Indemnifying Equityholder also confirms that it has had a reasonable time and opportunity to consult with its financial, legal, tax and other advisors, if desired, before signing this Agreement.

3.3 Confidentiality. The Company and the Indemnifying Equityholder are party to that certain Nondisclosure, Noncompetition and Assignment of Developments Agreement dated as of June 20, 2013 (the "***NDA***"). The parties agree that, subject to the conditions and exceptions set forth in the NDA, information relating to the Merger Agreement and the transactions contemplated thereby shall constitute "Confidential Information" for the purposes of the NDA.

ARTICLE IV
MISCELLANEOUS PROVISIONS.

4.1 Termination of Other Agreements and Instruments. The Indemnifying Equityholder hereby (a) waives any and all rights, notices, procedures or entitlements contained in the Charter that may be inconsistent with the Merger Agreement and (b) waives, on behalf of himself, herself or itself, and his, her or its controlled Affiliates, heirs, successors and assigns, any right to acquire, right of first refusal, transfer restriction, or notice right with respect to the Common Stock or any Company Option of the Company that may be triggered or become available in connection with the Merger or the transactions contemplated by the Merger Agreement pursuant to any agreement to which the Indemnifying Equityholder or any of his, her or its controlled Affiliates is party on the Closing Date.

4.2 Public Announcements. Prior to the Closing, the Indemnifying Equityholder shall, except in consultation with Parent, not make any public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media regarding the same, except as required by applicable Law and, in that case, the Indemnifying Equityholder shall (to the extent permitted by Law) give the Parent a reasonable opportunity to review such disclosure in advance and consider in good faith the comments of such other party.

4.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally or by email (provided, that no "bounceback" or notice of non-delivery is received) or (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier. All notices hereunder shall be delivered to the addresses set forth on the signature pages attached hereto.

4.4 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The words "hereof" and "herein" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.5 Counterparts. This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. A PDF or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any PDF or other reproduction hereof.

4.6 Entire Agreement; Assignment. This Agreement and the documents and instruments and other agreements among the parties hereto referenced herein: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral, among the parties with respect to the subject matter hereof, (b) are not intended to, and do not, confer upon any other Person any rights or remedies hereunder, and (c) shall not be assigned by operation of law or otherwise without the consent of the other parties hereto and any attempted assignment without the required consent shall be null and void, except that the Parent may assign its rights and delegate its obligations under this Agreement to its Affiliates as long as the Parent remains ultimately liable for all of the Parent's obligations hereunder.

4.7 Amendment; Waiver. This Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of the party against whom enforcement is sought. At any time, any party hereto may, to the extent legally allowed, extend the time for the performance of any of the obligations of the other party hereto, waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto and waive compliance with any of the covenants, agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Without limiting the generality or effect of the preceding sentence, no delay in exercising any right under this Agreement shall constitute a waiver of such right, and no waiver of any breach or default shall be deemed a waiver of any other breach or default of the same or any other provision in this Agreement.

4.8 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

4.9 Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy shall not preclude the exercise of any other remedy. The parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereto hereby waive the requirement of any posting of a bond in connection with the remedies described herein.

4.10 Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within the State of Delaware, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the Laws of the State of Delaware for such Persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related hereto except in such courts.

4.11 Additional Documents. Without limiting the generality or effect of the foregoing or any other obligation of the Indemnifying Equityholder hereunder, the Indemnifying Equityholder hereby authorizes the Company to deliver a copy of this Agreement to the Parent and hereby agrees that each of the Company and the Parent may rely upon such delivery as conclusively evidencing the consents, waivers and terminations of the Indemnifying Equityholder contained herein, in each case for purposes of all agreements and instruments to which such consents, waivers and/or terminations are applicable or relevant.

4.12 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4.13 Third Party Beneficiaries. The parties do not intend to benefit any party (apart from the Indemnified Parties, the Released Parties, and the Stockholder Representative) that is not a party to this Agreement and, except as so provided, no party that is not a party to this Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

4.14 Effectiveness of Agreement. For the avoidance of doubt, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any parties herein in the event that the Parent and the Company do not to enter into the Merger Agreement, if the Merger Agreement is terminated for any reason prior to the consummation of the Merger, or if the Closing is not consummated.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Indemnifying Equityholder and the Parent have each duly executed this Agreement on the day and year first written above.

EXAKTERA, LLC

By:_____
Name:
Title:

Exaktera, LLC
c/o Union Park Capital
200 Newbury Street
Boston, Massachusetts 02116
Attn: Michael Nestle

INDEMNIFYING EQUITYHOLDER

_____

Tim Losik

Address:

Email:

Date:

Shares Held:

Common Stock: 14,588,137

Options: