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The Company's Existing Ordinary Shares are currently admitted to trading on the regulated market of Euronext Dublin. It is proposed that the listing of the Existing Ordinary Shares on the regulated market of Euronext Dublin will be cancelled and application will be made to Euronext Dublin for both the Existing Ordinary Shares and the New Ordinary Shares to be admitted to trading on Euronext Growth. It is expected that both the cancellation from trading on the regulated market of Euronext Dublin of the Existing Ordinary Shares and admission of the Existing Ordinary Shares and the New Ordinary Shares will become effective and dealings in the Existing Ordinary Shares and the New Ordinary Shares will commence on Euronext Growth on or around 8 July 2021. The Existing Ordinary Shares and the New Ordinary Shares will not be admitted to trading on any other investment exchange. The New Ordinary Shares will, on Admission, rank pari passu in all respects with the Existing Ordinary Shares and will rank in full for all dividends and other distributions thereafter declared, made or paid on the ordinary share capital of the Company.

The Company and the Directors, whose names and functions appear on page 3 of this document, accept responsibility, individually and collectively, for the information contained in this document. To the best of the knowledge and belief of the Directors (having taken all reasonable care to ensure that such is the case) the information contained in this document, for which they are responsible, is in accordance with the facts and does not omit anything likely to affect the import of such information.

DATALEX PLC

(incorporated and registered in Ireland with registered number 329175)

Appendix to the Schedule One Announcement

Further Information relating to Datalex plc in connection with its proposed Admission to trading on Euronext Growth

Goodbody Stockbrokers UC *Euronext Growth Adviser and Broker*

This document has been prepared in accordance with the requirement of Schedule One (including the supplement for quoted applicants) of the Euronext Growth Markets Rule Book that, for a quoted applicant, all information that is equivalent to that required for an admission document which is not currently public shall be made public. Information which is public includes, without limitation, all regulatory announcements made by the Company to Euronext Dublin (available at www.direct.euronext.com), all information available in respect of the Company on the Company's file at the Companies Registration Office, Dublin, all information available on the Company's website (www.datalex.com) and the contents of this document (together comprising the "**Company's Public Record**").

Euronext Growth is a market designed primarily for growth companies to which a higher investment risk tends to be attached than to larger or more established companies. Securities are not admitted to the regulated market of Euronext Dublin. A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial advisor. Each issuer is required pursuant to the Euronext Growth Markets Rule Book to have a Euronext Growth Adviser. The Euronext Growth Adviser is required to make a declaration to Euronext Dublin on admission in the form set out in Schedule Two to the Rules for Euronext Growth Advisers. Euronext Dublin has not itself examined or approved the contents of this document.

Goodbody Stockbrokers UC, which is regulated by the Central Bank of Ireland, is acting as Euronext Growth Adviser and broker to the Company for the purposes of the Euronext Growth Markets Rule Book and, as such, its responsibilities are owed solely to Euronext Dublin and are not owed to the Company or any Director or any other entity or person and no one else in connection with this document. Goodbody Stockbrokers UC will not regard any person other than the Company (whether or not a recipient of this document) as its client in relation to this document and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Goodbody Stockbrokers UC or for providing advice in relation to this document or any transaction matter or arrangement referred to in this document. Goodbody Stockbrokers UC has not authorised the contents of, or any part of, this document and no liability whatsoever is accepted by Goodbody Stockbrokers UC nor does it make any representation or warranty, express or implied, for the accuracy of any information or opinion contained in this document or for the omission of any information. Goodbody Stockbrokers UC disclaims all and any responsibility or liability whether arising in tort, contract or otherwise which it might otherwise have in respect of this document.

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Certain statements contained in this document are or may constitute "forward-looking statements". By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend upon future circumstances that may or may not occur, many of which are beyond the control of the Company and all of which are based on its current beliefs and expectations about future events. Such forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements of the Group, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the present and future business strategies of the Group and the environment in which the Group will operate in the future. These forward-looking statements speak only as at the date of this document.

Forward-looking statements are typically identified by the use of forward-looking terminology such as "believes", "expects", "may", "will", "would", "should", "intends", "estimates", "plans", "assumes" or "anticipates" or the negative of such words or other variations on them or comparable terminology, or by discussions of strategy which involve risks and uncertainties. Such risks, uncertainties and other factors include, among others: the macroeconomic and other impacts of COVID-19, general economic and business conditions, changes in technology, government policy and ability to attract and retain personnel. Except as required by applicable law, the Listing Rules and other regulations, Euronext Dublin or by any appropriate regulatory body, the Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Group's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

Except as required by applicable law, the Listing Rules and other regulations, Euronext Dublin or by any appropriate regulatory body, Datalex plc expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Group's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

DIRECTORS, COMPANY SECRETARY AND ADVISERS

Directors

David Hargaden* (*Chairman*)
Sean Corkery (*Chief Executive Officer*)
John Bateson*
Peter Lennon*
Mike McGearthy*
Niall O'Sullivan (*Chief Financial Officer*)
Christine Ourmières-Widener*+

* *Denotes non-executive*

+ *Ms Ourmières-Widener will resign with effect from 8 July 2021*

Registered Office

Block U
East Point Business Park
Clontarf
Dublin 3
D03 H704
Ireland

Company Secretary

Neil McLoughlin

Euronext Growth Adviser, Bookrunner, Sponsor and Broker to Datalex

Goodbody Stockbrokers UC
Ballsbridge Park
Ballsbridge
Dublin 4
D04 YW83
Ireland

Reporting Accountant and Auditor to Datalex

Deloitte Ireland LLP
29 Earlsfort Terrace
Dublin 2
D02 AY28
Ireland

Solicitors to Datalex

McCann FitzGerald
Riverside One
Sir John Rogerson's Quay
D02 X576
Ireland

Solicitors to Goodbody

A&L Goodbody,
IFSC
North Wall Quay
Dublin 1
D01 H104
Ireland

Registrars and Receiving Agents

Computershare Investor Services (Ireland) Limited,
Unit 3100,
Lake Drive,
Citywest Business Campus,
Dublin 24,
D24 AK82
Ireland

DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

"Act"	the Companies Act 2014 (as amended)
"Admission"	the admission of the Existing Ordinary Shares and the New Ordinary Shares to trading on Euronext Growth becoming effective in accordance with the Euronext Growth Markets Rule Book
"Application Form"	the personalised application form being sent to Qualifying Certificated Shareholders for use in connection with the Open Offer
"Articles"	the articles of association of the Company
"Board" or "Directors"	the directors of the Company whose names are set out on page 3 of this document
"Capital Raise"	the Cornerstone Placing, Firm Placing and Placing and Open Offer
"Circular"	the document dated 8 June 2021, including a notice convening the Extraordinary General Meeting, which comprises a circular to shareholders pursuant to the Euronext Dublin Listing Rules
"Closing Price"	the closing middle market quotation of the Existing Ordinary Shares, as derived from the Daily Official List of Euronext Dublin
"Company"	Datalex plc
"Cornerstone Investor"	IIU Nominees Limited
"Cornerstone Placing"	the placing of New Ordinary Shares in which the Cornerstone Investor, Pageant and Mr Nicholas Furlong is participating pursuant to the terms of the Cornerstone Subscription Agreement, the Pageant Subscription Agreement and the Furlong Subscription Agreement
"Delisting"	the proposed cancellation of the listing of the Existing Ordinary Shares on the Official List and of trading on the regulated market of Euronext Dublin
"disclosure date"	means 29 June 2021, being the latest practicable date prior to the publication of this document;
"Euroclear System"	the securities settlement system operated by Euroclear Bank SA/NV and governed by Belgian law
"Euronext Dublin"	the Irish Stock Exchange plc, trading as Euronext Dublin

“Euronext Growth”	Alternext, a multilateral trading facility operated by Euronext Dublin under the commercial name “Euronext Growth”
“Euronext Growth Rules”	the rules relating to Euronext Growth, including the Euronext Growth Market Rule Book and the Euronext Growth Rules for Euronext Growth Advisors
“Euronext Growth Rules for Euronext Growth Advisors”	the Rules for Euronext Growth Advisors published by Euronext Dublin from time to time
“Excluded Territory”	Australia, Canada, Japan, Switzerland, the Republic of South Africa and any other jurisdiction where the extension or availability of the Open Offer would breach any applicable law, or any one of them as the context requires
“Existing Ordinary Shares”	the 82,153,842 existing ordinary shares of US\$0.10 each in the capital of the Company as at 3 June 2021 (being the latest practicable date prior to the date of publication of this document)
“Extraordinary General Meeting”	the extraordinary general meeting of the Company held at 11.00 a.m. on 1 July 2021 at Block U, Eastpoint Business Park, Dublin 3, Ireland
“Firm Placed Shares”	the 8,375,620 New Ordinary Shares which are the subject to the Firm Placing
“Firm Placees”	the persons with whom the Firm Placed Shares have been or are to be placed in accordance with the Firm Placing
“Firm Placing”	the placing of the Firm Placed Shares with the Firm Placees at the Issue Price
“Furlong Subscription Agreement”	the subscription agreement dated 3 June 2021 entered into between the Company and Mr Nicholas Furlong providing for the subscription by Mr Furlong for New Ordinary Shares pursuant to the Cornerstone Placing at the Issue Price, the principal terms of which are set out in section 8 of Part VI of the Circular
“Group”	the Company and its subsidiary undertakings
“Goodbody”	Goodbody Stockbrokers UC, the Company’s Euronext Growth Adviser in connection with Admission, Sponsor for the purposes of the Listing Rules, financial adviser and broker in connection with the Firm Placing and Placing
“Issue Price”	the price at which each New Ordinary Share is to be issued under the Capital Raise being €0.50 per New Ordinary Share

“New Ordinary Shares”	the 50,000,000 New Ordinary Shares to be issued pursuant to the Capital Raise
“Official List”	the Official List of Euronext Dublin
“Ordinary Shares”	the ordinary shares of US\$0.10 each in the share capital of the Company
“Open Offer”	the offer to Qualifying Shareholders constituting an invitation to apply for the Open Offer Shares at the Issue Price on the terms and subject to the conditions set out in the Circular and, in the case of the Qualifying Certificated Shareholders, the Application Form
“Open Offer Shares”	the 12,235,678 New Ordinary Shares to be offered to Qualifying Shareholders pursuant to the Open Offer
“Overseas Shareholders”	shareholders who are resident in, or citizens of, or who have registered addresses in territories other than Ireland or the United Kingdom
“Pageant”	Pageant Investments Limited of Suite 1, 4th Floor, Exchange House, 54/58 Athol Street, Douglas IM1, Isle of Man
“Pageant Subscription Agreement”	the subscription agreement dated 3 June 2021 entered into between the Company and Pageant providing for the subscription by Pageant for New Ordinary Shares pursuant to the Cornerstone Placing at the Issue Price, the principal terms of which are set out in section 8 of Part VI of the Circular
“Placing”	the conditional placing of the Placed Shares with placees in accordance with the Placing and Open Offer Agreement subject to clawback to satisfy valid applications by Qualifying Shareholders under the Open Offer
“Placed Shares”	the 8,008,976 New Ordinary Shares which are the subject of the Placing subject to clawback to satisfy valid applications by Qualifying Shareholders under the Open Offer
“Placing and Open Offer Agreement”	the agreement dated 4 June 2021 entered into between the Company and Goodbody Stockbrokers in respect of the Firm Placing and Placing and Open Offer further details of which are set out in paragraph 8 of Part VI of the Circular

"Public Record"	information which is in the public domain and which includes, without limitation, all regulatory announcements and other information in relation to the Company accessible on www.direct.euronext.com , all information available in respect of the Company on the Company's file at the Companies Registration Office, Dublin, all information available on the Company's website (www.datalex.com) and the contents of this document and the Circular
"Qualifying CDI Holder"	a registered holder in CREST of CDIs at close of business on the Record Date with the exclusion (subject to certain exceptions of persons with a registered address or located or resident in an Excluded Territory
"Qualifying Certificated Shareholders"	Qualifying Shareholders whose Ordinary Shares are held in certificated form on the Record Date
"Qualifying Euroclear Participant"	a holder of an interest in Existing Ordinary Shares in book-entry form through the Euroclear System at close of business on the Record Date with the exclusion (subject to certain exceptions) of persons with a registered address or located or resident in an Excluded Territory
"Qualifying Shareholders"	holders of Existing Ordinary Shares on the register of members of the Company on the Record Date, with the exception of certain Overseas Shareholders
"Record Date"	the date on which the entitlement of Qualifying Shareholders to subscribe for Open Offer Shares will be determined by reference to the register of members of the Company, being close of business on 2 June 2021
"Shareholders"	the holders of Existing Ordinary Shares

INFORMATION RELATING TO DATALEX PLC

1 RESPONSIBILITY

The Company and the Directors, whose names and functions appear on page 3 of this document, accept responsibility, individually and collectively, for the information contained in this document. To the best of the knowledge and belief of the Directors (having taken all reasonable care to ensure that such is the case) the information contained in this document, for which they are responsible, is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 INCORPORATION AND STATUS OF THE COMPANY

- 2.1 The Company was incorporated and registered in Ireland on 22 June 2000 as a private limited company with the name Datalex Holdings Limited. On 19 September 2000, Datalex Holdings Limited was registered as a public limited company and its name was changed to Datalex plc. Its LEI is 635400WYGQN850AHNT58.
- 2.2 The principal legislation under which the Company operates and under which the New Ordinary Shares will be issued is the Act and regulations made thereunder. The Company is a public limited company and, accordingly, the liability of its members is limited to the amount paid up or to be paid up on their shares.
- 2.3 The Company's legal and commercial name is Datalex plc.
- 2.4 The registered and head office of the Company is at Block U, East Point Business Park, Clontarf, Dublin 3, Ireland. The telephone number of the Company's registered office is +353 1 806 3500. The Company is domiciled in Ireland.
- 2.5 The business of the Group and its subsidiaries is the development and sale of a variety of direct distribution software products and solutions to the travel industry.
- 2.6 The address of the Company's website which discloses the information required by Chapter 4 of the Euronext Growth Rules is www.datalex.com

3 SHARE CAPITAL OF THE COMPANY

- 3.1 The Company's authorised share capital comprises US\$20,450,000, divided into 200,000,000 Ordinary Shares, 3,000,000 A convertible redeemable shares of US\$0.10 each and 1,500,000 B convertible redeemable shares of US\$0.10 each, and €38,092.14 divided into 30,000 deferred shares of €1.269738 each.
- 3.2 As at 29 June 2021 (being the latest practicable date prior to the date of this document), the Company had 53 A convertible redeemable shares of US\$0.10 each in issue and fully paid up, 85 B convertible redeemable shares of US\$0.10 each in issue and fully paid up and 30,000 Deferred Shares of €1.269738 each in issue and fully paid up.
- 3.3 The issued and fully paid up ordinary share capital of the Company: (i) as at 29 June 2021 (being the latest practicable date prior to the date of this document); and (ii) as it is expected to be immediately following Admission, is as set out below:

	<i>Number of Ordinary Shares</i>	<i>Amount</i>
At the date of this document	82,153,842	\$8,215,384.20
On Admission	132,153,842	\$13,215,384.20

3.4 There are no shares in the Company which are held by, or on behalf of, the Company and the Company's subsidiaries do not hold any shares in the Company. The Datalex Employee Benefit Trust holds 590,000 Ordinary Shares for the purpose of the Company's employee share option schemes.

3.5 Save as disclosed in the Company's Public Record, no person has any rights to purchase the unissued share capital of the Company.

3.6 As at 29 June 2021, there were 4,466,450 outstanding options over the Ordinary Shares. Details of the Company's employee share option schemes are set out in the Company's annual report and accounts for the period ended 31 December 2020, which form part of the Company's Public Record.

3.7 The Company's major shareholders, as disclosed in the Schedule One announcement to which this document is appended, do not have different voting rights.

4 **SIGNIFICANT SHAREHOLDERS**

4.1 As at the disclosure date, in so far as is known to the Company, the following persons, other than Directors, were directly or indirectly interested in 3% or more of the ordinary share capital of the Company. On the basis of the Cornerstone Subscription Agreement, the Pageant Subscription Agreement and the Furlong Subscription Agreement, the interests of these Shareholders following completion of the Capital Raise are also set out below:

<i>Name</i>	<i>Number of Ordinary Shares</i>	<i>% of Existing Ordinary Shares</i>	<i>Number of Ordinary Shares following the Capital Raise</i>	<i>% of Enlarged Issued Ordinary Share Capital</i>
IIU Nominees Limited	24,503,981	29.8%	53,503,981	40.5%
Pageant Investments Limited	4,945,000	6.0%	7,954,597	6.0%
Nick Furlong	2,475,936	3.0%	3,982,825	3.0%

Save as disclosed above, the Company is not aware of and has not been notified of any shareholding representing, directly or indirectly, 3% or more of the share capital of the Company. The Company is not aware of any person who directly or indirectly, jointly or severally, exercises or could exercise, control over the Company.

5 **MEMORANDUM AND ARTICLES OF ASSOCIATION**

The Memorandum and Articles of Association contain provisions, amongst other things, to the following effect:

5.1 **Memorandum**

The Company's Memorandum of Association provides that its principal object is to carry on the business of a holding company and to co-ordinate the policy and administration of any company which is or may become a subsidiary of it.

5.2 **Convertible Shares**

Holders of A convertible redeemable shares or B convertible redeemable shares are not entitled to receive dividends or to receive notices of, or to attend, speak or vote at, shareholder meetings of the company. On a liquidation or a winding up, the holders of convertible shares shall be entitled to receive an amount equal to the capital paid up or credited as paid up on those shares but only after the holders of Ordinary Shares have received an amount equal to the capital paid up or credited as paid up on the Ordinary Shares, and holders of convertible shares shall not be entitled to otherwise participate in the assets which are available for distribution.

On 1 October 2001, the conversion rights attaching to the A convertible redeemable shares expired. On 30 March 2007, the conversion rights attaching to the B convertible redeemable shares expired.

5.3 **Deferred Shares**

Holders of deferred shares are not entitled to receive dividends or to receive notices of, or to attend, speak or vote at our shareholder meetings. On a liquidation or a winding up, the holders of the deferred shares shall be entitled to repayment of the par value thereof and then only after the repayment to the holders of Ordinary Shares and convertible shares of the amounts paid up thereon and the payment to the holders of Ordinary Shares of an additional aggregate sum of \$100,000,000,000. The Company may acquire all or any of the fully paid deferred shares otherwise than for valuable consideration.

5.4 **Rights on a Liquidation or Winding Up**

In the event of a liquidation, dissolution or winding up, the assets remaining for distribution among our shareholders after payment of the sums paid up on the Ordinary Shares shall be distributed, first, to the holders of convertible shares to the extent of the amount paid up thereon, then in payment to the holders of Ordinary Shares of an aggregate sum of \$100,000,000,000, then in payment to the holders of deferred shares of the amount paid up thereon and the remaining surplus, if any, shall be divided, on an equal basis, among the holders of Ordinary Shares in proportion to the amounts paid up on the Ordinary Shares held by them, respectively. If on a winding up, the assets available for distribution among our shareholders as such shall be insufficient to repay the whole of the paid up share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the shareholders in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This summary is without prejudice to the rights of holders of shares issued upon special terms and conditions. The liquidator may, with the sanction of a special resolution of our shareholders and any other sanction required by Irish company law, divide among the members in whole or any part of our assets and may vest any assets in trustees upon such trusts for the benefit of contributories; provided that no shareholders shall be compelled to accept any assets upon which there is a liability.

5.5 **Voting rights**

Subject to the rights or restrictions referred to in paragraph 5.6 below and subject to any special rights or restrictions as to voting for the time being attached to any shares, on a show of hands (i) every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative

shall have one vote; and (ii) every proxy appointed by a member shall have one vote save that every proxy appointed by one or more members to vote for the resolution and by one or more other members to vote against the resolution, has one vote for and one vote against.

5.6 **Disclosure of Beneficial Ownership**

The directors may by notice require any holder of shares, or other person appearing to be interested or to have been interested in shares, to disclose to the Company in writing such information as the directors shall require relating to the ownership of or any interest in the shares including any information which the company is entitled to seek pursuant to sections 1062 and 1110B of the Act.

If at any time the directors shall determine that (A) the holder of any share or any other person has failed to comply, to the satisfaction of the directors, with the terms of any such notice as aforesaid given to him; or (B) the holder of any share or any other person has failed to comply, to the satisfaction of the directors, with the terms of any notice given pursuant to section sections 1062 and 1110B of the Act; or (C) the holder of any share has failed to pay any call or instalment of a call in respect of that share in the manner and at the time appointed for payment (each a "**Specified Event**"), the directors may serve a notice (a "**Restriction Notice**") on the holder of the shares, whereby upon the expiry of 14 days from the service of the notice and for so long as such Restriction Notice remains in force:

- 5.6.1 no holder(s) of the shares specified in such Restriction Notice (the "**Specified Shares**") shall be entitled in respect of the Specified Shares to attend or vote either personally or by proxy at any general meeting of our shareholders or to exercise any other right conferred by membership in relation to any such meeting; and
- 5.6.2 the directors shall, where the Specified Shares represent not less than 0.25% of the class of shares concerned, be entitled:-
 - (a) except in a winding up, to withhold payment of any sum (including shares issued in lieu of dividends) payable, whether by way of dividend, capital or otherwise, in respect of the Specified Shares, and we shall not have any obligation to pay interest on any sum so withheld; and/or
 - (b) where the Specified Event is one described at (B) or (C) above, to refuse to register any transfer (other than an Approved Transfer as defined below) of the Specified Shares.

A Restriction Notice shall be cancelled by the directors as soon as reasonably practicable, but in any event not later than seven days, after the holder concerned or any other relevant person shall have remedied the default by virtue of which the Specified Event shall have occurred. A Restriction Notice shall automatically cease to have effect in respect of any share comprised in an Approved Transfer upon registration thereof.

For the purposes of the above provisions, an "**Approved Transfer**" is a transfer of shares which (I) is made pursuant to acceptance of a general offer made by or on behalf of the offeror to all holders (or all such holders other than the offeror and nominees or subsidiaries of the offeror) of shares of any class; or (II) the directors are satisfied has been made pursuant to a bona fide sale of the whole of the beneficial interest in of the shares comprised in the transfer to a person unconnected with the holder or any other person appearing to have an interest in such shares; or (III) is made pursuant to any bona fide sale on any stock exchange, unlisted securities market or over-the-counter market on which shares of that class are normally traded.

5.7 **Dividends**

The Company may, by ordinary resolution, declare a dividend to be paid to the members, according to their respective rights and interests in the profits. The directors may pay such interim dividends as appear to the board to be justified by the financial position of the Company. No dividends payable in respect of an Ordinary Share will bear interest. The directors may, if authorised by an ordinary resolution, offer the holders of Ordinary Shares the right to elect to receive further Ordinary Shares, credited as fully paid instead of cash in respect of all or part of a dividend (a "**scrip dividend**").

The Company or its directors may fix a date as the record date for a dividend provided that the date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared. A dividend unclaimed for a period of 12 years from the date when it became due for payment will be forfeited and cease to remain owing by the Company.

5.8 **Return of capital**

If the Company is wound up, the liquidator may, with the sanction of a special resolution and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division will be carried out as between the members or different classes of members. The liquidator may with the same sanction, vest the whole or any part of the assets in trustees on trusts for the benefit of the members as the liquidator, with the same sanction, thinks fit but no member will be compelled to accept any assets on which there is any liability.

5.9 **Variation of rights**

Whenever the share capital is divided into different classes of shares, the rights attached to any class may be varied or abrogated with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of their issue, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or subordinate thereto.

5.10 **Transfer of shares**

Subject to the restriction described in this paragraph, any member may transfer all or any of his or her shares in any manner which is permitted by the Act or in any other manner approved by the board. A transfer of a certificated share shall be in writing in the usual common form or in any other form permitted by the Act or approved by the board. The transferor is deemed to remain the holder of the shares concerned until the name of the transferee is entered in the register of members in respect of those shares. All transfers of book-entry, uncertificated shares shall be made by means of the relevant system or in any other manner which is permitted by the Act and is from time to time approved by the board.

The directors have a discretion to refuse to register a transfer of a certificated share which is not fully paid (provided that this does not prevent dealings in the shares from taking place on an open and proper basis). The directors may also decline to register a transfer of shares in certificated form unless (i) the instrument of transfer is deposited at the office of the Company or such other place as the board may appoint, accompanied by the certificate for the shares to which it relates if it has been issued and such other evidence as the board may reasonably

require to show the right of the transferor to make the transfer and if the transfer is signed by some other person on his behalf, the authority of that person so to do; (ii) the instrument of transfer is in respect of only one class of share and (iii) is in favour of no more than four transferees. The directors may, pursuant to the provisions of the Articles relating to disclosure of interests, decline to register a transfer in respect of shares which are the subject of a Restriction Notice.

Save as aforesaid, the Articles contain no restrictions as to the free transferability of fully paid shares.

5.11 **Alteration of capital and purchase of own shares**

The Company may alter its share capital in accordance with the provisions in any manner permitted by the Act.

5.12 **General meetings**

5.12.1 *Annual general meetings*

The board will convene and the Company will hold annual general meetings in accordance with the requirements of the Act.

5.12.2 *Convening of general meetings*

All meetings other than annual general meetings are called extraordinary general meetings. The board may convene an extraordinary general meeting whenever it thinks fit. The board may also summon an extraordinary general meeting for the purpose of appointing additional directors where there is a vacancy in the number of directors and such number of directors is less than the minimum fixed as the quorum. A general meeting will also be convened by the board on the requisition of members pursuant to the provisions of the Act or, in default, may be convened by such requisitionists, as provided by the Act.

5.12.3 *Notice of general meetings*

Subject to the provisions of the Act, an annual general meeting and all other general meetings of the Company will be called by at least such minimum period of notice as is prescribed under the Act for the type of meeting concerned.

The notice will specify the place, day and time of the meeting and the general nature of the business to be transacted.

Notice of every general meeting will be given to all members other than any who, under the provisions of the Articles or the terms of issue of the shares which they hold, are not entitled to receive such notices from the Company, and also to the auditors (or, if more than one, each of them) and to each director.

Every notice of meeting will state with reasonable prominence that a member entitled to attend, speak and vote at the meeting may appoint one or more proxies to attend, speak and vote at that meeting instead of him and that a proxy need not be a member of the Company.

5.12.4 *Quorum*

No business, other than the appointment of a chairman, will be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.

Except as provided by the Articles, three persons entitled to attend and to vote upon the business to be transacted, each being a member or a proxy for a

member, shall be a quorum.

If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the directors may determine. If at the adjourned meeting such a quorum is not present within half an hour from the time appointed for the meeting, two persons entitled to attend and to vote upon the business to be transacted, each being a member or a proxy for a member, shall be a quorum.

5.12.5 *Chairman*

At each general meeting, the chairman of the board or, if he is absent or unwilling, the deputy chairman or, in his absence, some other director appointed by the directors for the purpose will preside as chairman at every general meeting. If there is no chairman or deputy chairman, or no director has been so appointed, or if at any meeting no such person is present within five minutes after the time appointed for the commencement of the general meeting, the directors present will choose one of their number to act, or if one director only is present he shall preside as chairman of the meeting if willing to act. If no director is present, or if each of the directors present declines to take the chair, within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of the members personally present to be chairman of the meeting.

5.12.6 *Directors entitled to attend and speak*

Each director will be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares of the Company.

5.12.7 *Adjournment*

The chairman, with the consent of a general meeting at which a quorum is present, may (and if so directed by the meeting, shall) adjourn the meeting to another time or place or indefinitely.

The chairman may at any time without the consent of the meeting adjourn the meeting to another time or place or indefinitely if it appears to the chairman that:-

- (c) the number of persons present or wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
- (d) the unruly behaviour of any persons attending the meeting prevents or is likely to prevent the orderly conduct of the business of the meeting; or
- (e) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

No business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

Where a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the directors. When a meeting is adjourned for 14 days or more or indefinitely, at least seven clear days' notice shall be given specifying the time and place for the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.12.8 *Method of voting and demand for poll*

At a general meeting, a resolution put to the vote of the meeting will be decided on a show of hands, unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by:

- (a) the chairman of the meeting; or
- (b) by at least three members present in person or proxies having the right to vote at the meeting;
- (c) by any member or members present (in person or by proxy) representing not less than one tenth of the total rights of all the members having the right to vote at the meeting; or
- (d) by a member or members present (in person or by proxy) holding shares in the Company conferring the right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid up on all the shares conferring that right.

5.12.9 *Taking a poll*

If a poll is demanded (and the demand is not withdrawn), it will be taken at such time (either at the meeting at which the poll is demanded or within 30 days after the meeting), at such place and in such manner as the chairman of the meeting shall direct and he may appoint scrutineers (who need not be members).

5.12.10 *Proxies*

A proxy need not be a member of the Company and a member may appoint more than one proxy in relation to a meeting to attend and to speak and to vote on the same occasion provided that each proxy is appointed to exercise the rights attached to shares held in different securities accounts.

5.12.11 *Form of proxy*

An appointment of a proxy will be in writing in:

- (a) hard copy in any usual form or in any other form which the board may approve, signed by the appointor, or his agent duly authorised in writing, or, if the appointor is a corporation, will either be executed under its common seal or be signed by some agent or officer authorised to sign it; or
- (b) electronic form.

5.12.12 *Deposit of proxy*

The appointment of a proxy will:

- (a) if in hard copy form, be delivered by hand or by post to the office or such other place as may be specified by or on behalf of the Company for that purpose in the notice convening the meeting or in any form of proxy sent by or on behalf of the Company in relation to the meeting, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken on a date after the date of the meeting or adjourned meeting at which the poll was demanded) for the taking of the poll;

- (b) if in electronic form, such appointment shall be delivered to the Company in a manner specified by the directors by or on behalf of the Company for the purpose of receiving documents or information in electronic form.

In relation to any shares which are held in uncertificated form, the board may from time to time permit appointments of a proxy to be made by electronic means in the form of an uncertificated proxy instruction.

An appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so received for the purposes of any meeting will not require to be received again for the purposes of any subsequent meeting to which it relates

5.12.13 *Notice of revocation of proxy*

Notice of the revocation of the appointment of a proxy may be given in any lawful manner which complies with the regulations (if any) made by the directors to govern the revocation of a proxy.

5.13 **Directors**

5.13.1 *Number*

Unless otherwise determined by ordinary resolution of the Company, the number of directors (other than alternate directors) will not be less than three but there will be no maximum number of directors.

5.13.2 *Appointment of directors*

Subject to the provisions of the Articles, any person who is willing to act to be a director, either to fill a vacancy or as an additional director may be appointed by:

- (c) the Company by ordinary resolution; or
- (d) the board of directors of the Company,

but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with the Articles. Any director so appointed by the board shall retire at the next annual general meeting and shall then be eligible for re-appointment.

No person (other than a director retiring in accordance with the Articles) will be appointed or re-appointed a director at any general meeting unless:

- (a) he is recommended by the board of directors of the Company; or
- (b) not less than seven nor more than 42 clear days before the date appointed for the meeting notice in writing has been given to the Company by a member entitled to vote at the meeting (other than the person to be proposed) has been given to the Company of the member's intention to propose that person for appointment or re-appointment together with confirmation in writing by that person of his willingness to be appointed or re-appointed and the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of directors.

5.13.3 *Remuneration*

The directors (other than any director who for the time being holds an executive

office of employment with the Company or a subsidiary of the Company) will be paid out of the funds of the Company by way of remuneration for their services as directors such fees not exceeding in aggregate \$400,000 per annum (or such larger sum as the Company may, by ordinary resolution, determine) as the directors may decide to be divided among them in such proportion and manner as they may agree or, failing agreement, equally. Any fee payable shall be distinct from any remuneration or other amounts payable to a director under other provisions of the Articles and will accrue from day to day. The directors will be paid all travelling, hotel and other expenses properly incurred in connection with the discharge of their duties including expenses of travelling to and from meetings of the board, committee meetings, general meetings and separate meetings of the holders of any class of securities of the Company.

5.13.4 *Retirement of directors by rotation*

At the annual general meeting in every year :-

- (a) any director who was elected or last re-elected a director at or before the annual general meeting held in the third calendar year before the current year shall retire by rotation; and
- (b) such further directors (if any) shall retire by rotation as would bring the numbers retiring by rotation up to one-third of the directors subject to rotation (or, if their number is not a multiple of three, the number nearest to but greater than one-third).

5.13.5 *Position of retiring directors*

A director who retires at an annual general meeting (whether by rotation or otherwise) may, if willing to continue to act, be re-appointed. If he is re-appointed he is treated as continuing in office throughout. If he is not re-appointed, he will retain office until the end of the meeting or (if earlier) when a resolution is passed to appoint someone in his place or when a resolution to re-appoint the director is put to the meeting and lost.

5.13.6 *Removal of directors*

The Company may by ordinary resolution, of which special notice has been given in accordance with the Act, remove any director before his period of office has expired notwithstanding anything in the Articles or in any agreement between him and the Company.

5.13.7 *Vacation of office of director*

Without prejudice to the provisions of the Articles for retirement or removal, the office of a director will be vacated:

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director or a declaration in respect of him is made by the court pursuant to Part 14 of the Act;
- (b) he is adjudged bankrupt in Ireland, or any event equivalent or analogous thereto occurs in respect of him in any other jurisdiction, or he makes any arrangement or composition with his creditors generally;
- (c) in the opinion of a majority of his co-directors, he becomes incapable by reason of mental disorder of discharging his duties as a director;

- (d) (without committing a breach of any contract between him and the Company) he resigns his office by notice to the Company;
- (e) he is convicted of an indictable offence, unless the directors otherwise determine;
- (f) he shall have been absent for more than six consecutive months without permission of the Directors from meetings of the Directors held during that period and his alternate Director (if any) shall not have attended any such meeting in his place during such period, and the Directors pass a resolution that by reason of such absence he has vacated office;
- (g) he is required in writing by all his co-directors to resign.

5.13.8 *Executive Directors*

The directors may appoint one or more of their body to the office of managing director or joint managing director or to any other executive office under the Company (including, where considered appropriate, the office of chairman or deputy chairman) on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may revoke any such appointment at any time.

5.13.9 *Power to appoint alternate directors*

Each director may appoint another director or any other person who is willing to act as his alternate and may remove him from that office. The appointment as an alternate director of any person who is not himself a director will be subject to the approval of a majority of the directors or a resolution of the board.

An alternate director will be entitled to receive notice of all meetings of the board and of all meetings of committees of which the director appointing him is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting the provisions of the Articles will apply as if he were a director.

Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he will count as only one for the purpose of determining whether a quorum is present.

5.13.10 *Conflict of interest*

The Act provides that it shall be the duty of a director of a company who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company to declare the nature of his interest at a meeting of the directors of the company.

Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director, notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any contract, arrangement, transaction or proposal with the Company or any of its subsidiary or

associated companies or in which it or any of its subsidiary or associated companies is otherwise interested;

- (b) may hold any other office or place of profit under the Company (except that of auditor or of auditor of a subsidiary) in conjunction with his office of director, and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the directors shall arrange;
- (c) may be a director or other officer of, or employed by, or a party to any contract, arrangement, transaction or proposal with, or otherwise interested in, any body corporate promoted by the Company or in which the Company or any of its subsidiaries or associated companies is otherwise interested; and
- (d) shall not be accountable, by reason of his office, to the Company for any profit, remuneration or other benefit which he derives from any such contract, arrangement, transaction, proposal, office, place of profit or employment or from any interest in any such body corporate.

No such contract, arrangement, transaction or proposal entered into by or on behalf of us in which any director is in any way interested shall be liable to be avoided on account of such interest.

The Articles provide that a director may not generally vote in respect of any contract or arrangement or any other proposal in which he has any material interest otherwise than by virtue of his interests in shares or other securities of or otherwise in or through us. A director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote. The Articles also provide that if any question shall arise at any meeting as to the materiality of a director's interest or as to the right of any director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question may, before the conclusion of the meeting, be referred to the chairman of the meeting whose ruling in respect of any director other than himself shall be final and conclusive. Additionally, the Articles provide that our shareholders may, by ordinary resolution, suspend or relax these provisions to any extent to ratify any transaction not duly authorized by reason of a contravention of the Articles.

5.13.11 *Powers of the board*

Subject to the provisions of the Act, the Memorandum of Association of the Company and the Articles and to any directions given by the members by ordinary resolution, not being inconsistent with the Articles or with the Act, the business of the Company shall be managed by the Directors who may do all such acts and things and exercise all the powers of the Company as are not by the Act or by these Articles required to be done or exercised by the Company in general meeting. No alteration of the Articles will invalidate any prior act of the board which would have been valid if the alteration had not been made.

5.13.12 *Borrowing powers*

The directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property, assets, and uncalled capital or any part thereof and, subject to the Act, to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, without any limitation as to amount.

5.13.13 *Indemnity of officers*

Subject to the provisions of the Act but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director, managing director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution or discharge of his duties or in relation thereto including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

5.13.14 *Directors' and Officers' liability insurance*

To the extent permitted by law, the directors shall have the power to purchase and maintain insurance for the benefit of any person who is or was at any time a director or other officer or employee or auditor of the Company or of any holding company of the Company or of any subsidiary or subsidiary undertaking of the Company or of such holding company, or who is or was at any time a trustee of any pension or retirement benefit scheme for the benefit of any employees or ex-employees of the Company or of any such other company or undertaking as aforesaid, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by any such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his duties, powers or offices in relation to the Company or any such other company or undertaking as aforesaid or any such pension or retirement benefit scheme.

5.13.15 *Delegation to individual directors*

The directors may entrust to and confer upon a director any of the powers, authorities and discretions exercisable by them (with power to sub-delegate) upon such terms and subject to such conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

5.13.16 *Committees*

The directors may delegate any of their powers, authorities and discretions (with power to sub-delegate) for such time, on such terms and subject to such conditions as they think fit to any committee consisting of one or more directors and (if thought fit) one or more other persons, provided that: a majority of the members of a committee shall be directors; and no resolution of a committee shall be effective unless a majority of those present when it is passed are directors or alternate directors.

5.13.17 *Board meetings*

Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit.

5.13.18 *Quorum*

The quorum necessary for the transaction of the business of the board may be fixed by the board and, unless so fixed at any other number, will be two. Subject to the provisions of the Articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the

quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

5.13.19 *Voting*

Questions arising at any meeting will be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting will have a second or casting vote.

5.13.20 *Telephone and video conference meetings*

A meeting of the board may consist of a telephone or electronic conference between directors some or all of whom are in different places provided that each of the directors taking part in such a meeting is able to hear, and speak to, each of the other directors taking part.

A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

5.13.21 *Resolutions in writing*

A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned.

6 **RISK FACTORS**

The risk factors contained in Part II of the Circular are incorporated by reference into this document.

7 **INFORMATION ON THE DIRECTORS**

7.1 The Company announced on 14 June 2021 that Ms Christine Ourmières-Widener will resign as Non-executive Director with effect from 8 July 2021 following her appointment as CEO of TAP Air Portugal.

7.2 As at the disclosure date and immediately following Admission, the interests (including related financial products as defined in the Euronext Growth Market Rule Book) of the Directors (including persons connected with the Directors within the meaning of section 220 of the Act and any member of the Director's family (as defined in the Euronext Growth Market Rule Book)) in the issued share capital of the Company are as follows:

Disclosure date

Name	Number of relevant Datalex securities
David Hargaden	164,166
Sean Corkery	500,000
John Bateson	-
Mike McGearthy	-

Peter Lennon	325,935
Niall O'Sullivan	-
Christine Ourmières-Widener	-

Admission

Name	Number of relevant Datalex securities
David Hargaden	264,166 ⁽¹⁾
Sean Corkery	800,000 ⁽¹⁾
John Bateson	-
Mike McGearthy	-
Peter Lennon	374,478 ⁽¹⁾
Niall O'Sullivan	-
Christine Ourmières-Widener	-

(1) David Hargaden proposes to participate in the Firm Placing in respect of 75,550 Ordinary Shares and to take up his Open Offer Entitlements in full. Sean Corkery proposes to participate in the Firm Placing in respect of 225,532 Ordinary Shares and to take up his Open Offer Entitlements in full. Peter Lennon proposes to take up his Open Offer Entitlements in full.

7.3 As at the close of business on the disclosure date, the following options or equity awards over relevant securities of the Company had been granted to the following Directors:

Name	Number of shares under option	Exercise price	Exercise period
Sean Corkery	1,000,000	€0.55	2 December 2023 to 2 December 2025
Niall O'Sullivan	850,000	€0.55	2 December 2023 to 2 December 2025

7.4 Save as stated above or as otherwise disclosed in the Company's Public Record:

7.4.1 none of the Directors (nor any person connected with any of them within the meaning of section 220 of the Act) has any interest, whether beneficial or non-beneficial, in the share or loan capital in the Group or in any related financial product (as defined in the Euronext Growth Market Rule Book) referenced to the Ordinary Shares;

7.4.2 there are no outstanding loans granted or guarantees provided by any member of the Group to or for the benefit of the Directors or provided by any Director to any member of the Group;

7.4.3 none of the Directors has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or leased to, any member of the Group;

7.4.4 none of the Directors has any option or warrant to subscribe for any shares in the Company; and

7.4.5 none of the Directors has any interest, direct or indirect, in any contract or arrangement which is or was unusual in its nature or conditions or significant to the business of the Group taken as a whole, which were effected by any member of the Group and which remains in any respect outstanding or unperformed.

7.5 In addition to their directorships in the Group, the Directors hold, or have during the five years preceding the date of this document held, the following directorships or partnerships:

Director (age)	Current Directorships /Partnerships	Past Directorships/ Partnerships
David Hargaden (64)	Unity Technologies Holdings Limited Old Belvedere Rugby Football Club Trustees Company Limited by Guarantee Iam Cloud Limited Unity Qcl Limited Magicbrook Limited Unity Technologies I.T. Limited Ezetop Unlimited Company	-
Sean Corkery (63)	Hibernia College Unlimited Company Hibernia College Holdings Unlimited Company Business Recovery Services Limited Roankabin Holdings Limited Siteserv Investments Limited Sierra Blue Designated Activity Company Circle K Ireland Energy Group Limited	CTI Global Nualtra Limited Digicel Group Hibernia College Unlimited Company Hibernia College Holdings Unlimited Company Actavo Group Limited
John Bateson (57)	Windmill Lane Pictures Limited International Investment and Underwriting International Investors and Underwriters Limited IIU Stockbrokers IIU Funds Management Limited IIU Corporate Finance Limited IIU Nominees Limited Rustend Limited IIU Asset Strategies Limited Amatari Holdings Milanera Limited Grove Limited Barchester Healthcare Limited Venson Automotive Solutions Limited Venson Herts Limited Venson Properties Limited Venson Nottingham Limited Mosely Holdings Limited Hinson Limited Crewe Limited Premier Fleet Management & Contract Hire Limited Mulino A Vento Limited Dies Irae Limited International Investment and Underwriting Limited	Richmond Torquay (Jersey) Limited Richmond Care Villages Holdings (Jersey) Limited TQFZ Limited (formerly IIU Capital Limited) Buyway South Block Limited Soheen Limited Broomco (4064) Limited Intuition Publishing Limited Independent News and Media plc Cranhurst Unlimited Juve Unlimited Welyn Unlimited

	<p>Magnolia Lane Founders Circle Green Jacket Old Grange Limited Castlebank Investments Limited GodleyWood Limited Foundation Quay ICAV St. Andrew's College Management Company DAC Realview Limited Singula Bio Limited Shamrock Rovers F.C. Limited</p>	
Peter Lennon (64)	<p>L.H. Nominees Limited L.H. City Quay Limited One Sky Claims Solutions Ltd Cold Tonic Ltd Diffusion Style Ltd Ronan Daly Jermyn</p>	<p>Datalex (Ireland) Limited Datalex Developments Limited Datalex Holdings Limited</p>
Mike McGearty (47)	<p>KOIOS Investments Ltd Huddl Mobility Limited Meili Travel Technology Limited</p>	<p>Mustang Holdco Limited Isle of Man Mustang Midco Limited Mustang Intermediateco Limited Mustang Bidco Limited Mustang Midco 2 DAC ET Holdco Limited ETrawler Isle of Man Unlimited Etrawler Unlimited Company Etrawler Inc. Etrawler UK Limited Cadillac AE Limited Cadillac IOM Limited Mustang IOM Limited ET Ausco Limited Cabforce OY Enactus Ireland</p>
Niall O'Sullivan (56)	<p>Empower the Family CLG</p>	<p>DSC International AB Volo GmbH Bear-Line GmbH LB Technology Sarl BeatThatQuote.com Limited ZA Asset Management (Proprietary) Ltd Apigee Europe Limited Hark Health Solutions Limited Blue Path Technology UC Google South Africa Proprietary Limited Google Cloud South Africa (Pty) Limited Cuardaithe DAC Moonville Limited Dapsi International ApS Reinevale Limited Scanning Solutions SARL Best Value Financial Services Limited Google France SARL Saharra DC LLC Google Payment Ireland Limited Citrine Computing GmbH Velostrata Ltd Velostrata UK Ltd</p>

		GraphicsFuzz Limited Volo zwei GmbH Alphabet Capital International DAC Google Payment Lithuania UAB Copper Grafton Eight Sarl Google Health UK Limited
Christine Ourmières- Widener (56)	O&W Partners Limited Datalex plc Met Office ZeroAvia Inc Eastern Airways International	VMD Health Ltd Flybe plc

Mr. Hargaden was appointed as chief financial officer and director of the Calyx Group on 20 August 2009 by a major creditor of that group of companies. Mr. Hargaden resigned as a director on 8 July 2010. The group entered administrative receivership in September 2010.

- 7.6 Save as disclosed at paragraph 7.5 above or in the Company's Public Record, none of the Directors has:
- 7.6.1 any unspent convictions relating to indictable offences;
- 7.6.2 had a bankruptcy order made against him or entered into any individual voluntary arrangements;
- 7.6.3 been a director of a company which has been placed in receivership, compulsory liquidation, creditors' voluntary liquidation or administration or entered into a company voluntary arrangement or any composition or arrangement with its creditors generally or any class of its creditors whilst he was a director of that company at the time of, or within the twelve months preceding, such events;
- 7.6.4 been a partner of a firm which has been placed in compulsory liquidation or administration or which has entered into a partnership voluntary arrangement whilst he was a partner of that firm at the time of, or within twelve months preceding, such events;
- 7.6.5 had any asset belonging to him placed in receivership or been a partner of a partnership whose assets have been placed in receivership whilst he was a partner at the time of, or within twelve months preceding, such receivership; or
- 7.6.6 been publicly criticised by any statutory or regulatory authority (including any recognised professional body) or been disqualified by a court from acting as a director of a company or from acting in the management or conduct of the affairs of any company.
- 7.7 The Company is not aware of any person or persons who directly or indirectly, jointly or severally, exercise(s) or could exercise control of the Company or any arrangements the operation of which may, at a subsequent date, result in a change in the control of the Company.
- 7.8 There is no arrangement under which any Director has agreed to waive future emoluments nor has there been any waiver of emoluments during the financial year immediately preceding the date of this document.

8 **DIVIDEND POLICY**

The Company is not legally in a position to pay dividends as it carries an accumulated deficit on its balance sheet. The focus for the Company following the completion of the Capital Raise will be on delivering capital growth for Shareholders and, therefore, the Board will only commence the payment of dividends as and

when it is both legally possible and appropriate and practicable to do so, that is when it becomes financially and commercially prudent to do so.

9 **LITIGATION AND ARBITRATION**

9.1 On 4 September 2019, the Group received a termination notice from Lufthansa AG (“**Lufthansa**”) in respect of its master services agreement with Lufthansa (the “**Lufthansa Agreement**”). The Group disputes the legality of this notice and has commenced proceedings against Lufthansa in Landgericht Frankfurt (Regional Court of Frankfurt) in order to achieve resolution of the matter and to recover amounts due under the Lufthansa Agreement and general business damages. The Group has also notified Lufthansa of its intention to assert claims for further damages against Lufthansa. On 5 March 2020, the Group issued a notice of dispute and invocation of a contractual arbitration clause to recover amounts owed to the Group by Deutsche Lufthansa AG in connection with services provided to its subsidiary, Swiss International Airlines Limited. At 31 December 2020, the invoiced balances due by Lufthansa and its subsidiary company, Swiss International Airlines Limited, amounted to US\$2.9 million. The Directors believe that the Group is entitled to recover amounts outstanding but the Group has recorded a 100% expected credit loss amount in its 2020 financial statements against the full value of invoiced amounts.

9.2 The Company announced on 1 July 2021 that it had received notice on 30 June 2021 from Lufthansa that Lufthansa has, as a counter-claim to the Group’s pending claim in the Regional Court of Frankfurt against Lufthansa, commenced legal proceedings against the Group claiming damages of approximately €9.7 million and requesting a declaratory judgement for potential further damages. In its counter-claim, Lufthansa alleges breach of the Lufthansa Agreement and claims damages, return of remuneration paid to Datalex under the Lufthansa Agreement and expenses.

9.3 Datalex intends to vigorously defend these claims. Datalex rejects the allegation that it breached its obligations under the Lufthansa Agreement, disputes the legality of the termination notice and will fully pursue the outstanding amounts it believes that the Group is entitled to recover from Lufthansa under the Lufthansa Agreement.

9.4 Save as disclosed above, neither the Company nor any member of the Group is, nor has it been at any time during the 12 months immediately preceding the date of this document, involved in any governmental, legal or arbitration proceedings, which may have, or have had in the recent past, a significant effect on the Company’s and/or the Group’s financial position or profitability and there are no such proceedings of which the Company is aware which are pending or threatened.

10 **NO SIGNIFICANT CHANGE**

There has been no significant change in the information regarding the financial or trading position of the Company since 31 December 2020, being the date to which the last audited report and accounts of the Company have been drawn up.

11 **THE IRISH TAKEOVER RULES AND THE COMPANIES ACT**

11.1 **Mandatory takeover bids**

11.1.1 The Irish Takeover Panel Act, 1997, the Irish Takeover Rules, 2013 and the Substantial Acquisition Rules, 1997 provide the main regulatory framework in Ireland for the conduct of takeovers of Irish companies whose securities are authorised to be traded on certain specified markets. As a company listed on the regulated market of Euronext Dublin and to be listed on Euronext Growth that Act and those Rules apply to the Company. The Irish Takeover Rules apply to all

takeover and merger transactions in relation to the Company, and operate principally to ensure that shareholders are treated fairly and are not denied an opportunity to decide on the merits of a takeover and that shareholders of the same class are afforded equivalent treatment. The Takeover Rules provide an orderly framework within which takeovers are conducted.

- 11.1.2 The Irish Takeover Rules provide that where a person acquires shares which, if taken together with shares already held by that person and by concert parties, amount to 30% or more of the voting rights of the Company, that person is required to make a general offer to acquire the shares of all other shareholders. This obligation to make a general offer is also imposed on a person (or persons acting in concert) who holds between 30% and 50% of the voting rights in the Company and who increases that stake by 1% or more in any 12 month period. The offer must be in cash, or be accompanied by a full cash alternative, at not less than the highest price paid by the offeror or any of its concert parties in the previous 12 months.
- 11.1.3 The Substantial Acquisition Rules provide that, in general, no person may within a period of seven days acquire voting shares, or rights over voting shares, if such shares would represent more than 10% of the voting rights in the Company and if the acquisition of such shares would cause that person to hold or have rights over between 15% and 30% of the voting shares in the company.
- 11.1.4 The Irish Takeover Rules and the Substantial Acquisition Rules also contain various provisions requiring notification to the Irish Takeover Panel, the Irish Stock Exchange and the company concerned of dealings in an Irish company's share capital.
- 11.1.5 There are not in existence any current mandatory takeover bids in relation to the Company.

11.2 **Squeeze out**

Section 457 of the Act provides that, if, following Delisting and Admission, an offeror were to acquire 80 per cent. of the issued share capital of the Company within four months of making a general offer to shareholders, it could then compulsorily acquire the remaining 20 per cent. In order to effect the compulsory acquisition, the offeror would send a notice to outstanding shareholders telling them that it would compulsorily acquire their shares. Unless determined otherwise by the High Court of Ireland, the offeror would execute a transfer of the outstanding shares in its favour after the expiry of one month. Consideration for the transfer would be paid to the Company, which would hold the consideration on trust for the outstanding shareholders. Where an offeror already owned more than 20 per cent. of an offeree at the time that the offeror made an offer for the balance of the shares, compulsory acquisition rights would only apply if the offeror acquired at least 80 per cent. of the remaining shares that also represented at least 50 per cent. in number of the holders of those shares. The consideration offered to shareholders whose shares are compulsorily acquired under the Act must, in general, be the same as the consideration available under the takeover offer.

11.3 **Sell out**

Section 457 of the Act permits a minority shareholder to require an offeror to acquire its shares if the offeror has acquired or contracted to acquire shares in the Company which (following Delisting and Admission) amount to not less than 80 per cent. in value of all the voting shares in the Company and carry not less than 80 per cent. of the voting rights. Certain time limits apply to this entitlement. If a shareholder exercises its rights under these provisions, the offeror is bound to acquire those shares on the terms of the offer or on such other terms as may be agreed.

12 **TAXATION**

12.1 The tax summary contained in Part V of the Circular is incorporated by reference into this document.

13 **GENERAL**

13.1 Save as disclosed in the Company's Public Record (including the Circular and this document), the Directors are not aware of any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Company's prospects for at least the current financial year.

13.2 It is estimated that the total costs and expenses payable by the Company in connection with or incidental to the Capital Raise including printing, advertising and distribution costs, legal, accounting and corporate finance fees are estimated to amount to approximately €1.3 million (excluding any VAT payable thereon).

13.3 Goodbody has given and not withdrawn its written consent to the issue of this document with the inclusion of its name and references to it in the form and context in which it is included.

1 July 2021