

Buy-Back Contract

THIS AGREEMENT is made the day of

2016

BETWEEN:

- (1) **TOTALLY PLC** whose registered office is Lighterman House, 26-36 Wharfedale Road, London, N1 9RY ("**the Company**"); and
- (2) The persons/entities whose names and addresses are set out in the written memorandum annexed to this agreement ("**the Holders**").

WHEREAS

- A. As at the date of this Agreement, the issued share capital of the Company is £1,999,495.30 divided into 19,994,953 Ordinary Shares of £0.10 each and the Deferred Shares (as defined below), all fully paid.
- B. The Holders are the registered owners of the Deferred Shares.
- C. The Company, in exercise of the powers conferred in Part 18 of the Companies Act 2006 and Article 3 of the Company's Articles of Association ("**Articles**"), proposes to purchase all of the Deferred Shares in issue from the Holders subject to, and in accordance with, the provisions of this Agreement.
- D. At a General Meeting of the Company held on 11 July 2016, a final draft form of this Agreement was authorised and approved by a special resolution of the Company's shareholders.
- E. Pursuant to Article 3.6.3 of the Articles, the Board is authorised to agree on behalf of the holders of the Deferred Shares the purchase by the Company of the Deferred Shares and is irrevocably authorized to do all such things necessary or desirable to give effect to a purchase under Article 3.6.3.

NOW IT IS AGREED as follows:

1. Definitions

In this Agreement:

"Completion"	means completion of the sale and purchase of the Deferred Shares in accordance with this agreement.
"Deferred Shares"	the 228,402,392 deferred shares of £0.009, each in the capital of the Company, all fully paid
"Encumbrances"	means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement

2. Sale and Purchase of Deferred Shares

- 2.1 Each of the Holders shall sell, and the Company shall purchase free from all Encumbrances, all of the Deferred Shares for an aggregate total consideration of £0.01 payable by the Company (“**Purchase Price**”) in accordance with the terms of this Agreement.

3. Completion

- 3.1 Completion shall take place at the registered office of the Company on the date of this Agreement whereupon the Purchase Price shall become due and payable in accordance with the terms of this Agreement.
- 3.2 The Purchase Price shall be delivered to and held by any Director on behalf of the Holders and payment of the Purchase Price to such Director shall be a good discharge by the Company in respect of its obligations under clause 3.1 above.

4. Cancellation of Deferred Shares

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

IN WITNESS whereof these presents have been entered into the day and year first before written.

EXECUTED and delivered as a Deed by)
TOTALLY PLC)
acting by a duly authorised director)
in the presence of:-)

.....
Director

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation

EXECUTED and delivered as a Deed by)
by)
(a director of **TOTALLY PLC**)
duly authorised pursuant to the Company's)
Articles of Association))
for and on behalf of each of the **HOLDERS**)
in the presence of:-)

.....

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation