
SHARE REPURCHASE CONTRACT

dated

[] 20[]

by

GEORGIA CAPITAL PLC

and

NUMIS SECURITIES LIMITED

**Baker
McKenzie.**

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com

SHARE REPURCHASE CONTRACT

This Agreement is dated _____ 20[]

Between

Georgia Capital plc, a public company incorporated under the laws of England and Wales with registered number 10852406, having its registered office at 42 Brook Street, London, United Kingdom, W1K 5DB (the "**Company**"); and

Numis Securities Limited, having its registered office at 45 Gresham Street, London, England, EC2V 7BF (the "**Dealer**"),

together, the "**parties**" and each a "**party**" to this Agreement.

Recitals

- A. On 20 May 2022, a special resolution was passed at the AGM authorising the Company to make "off-market" purchases of the Shares pursuant to a contract between the Company and certain financial intermediaries, including the Dealer, for the purposes of section 694 of the Act (the "**Resolution**").
- B. The Dealer does not, as at the date of this Agreement, own any Shares in the Company and, to the extent it owned any Shares in the Company at or before the AGM it did not vote those Shares in respect of the Resolution.
- C. The Dealer has agreed, on the terms and subject to the conditions of this Agreement, to use its reasonable endeavours to acquire Shares (acting as principal) for on-sale to the Company under this Agreement, and the Dealer will sell and the Company shall purchase those Shares from the Dealer, in each case, for cash upon the terms and subject to the conditions set out in this Agreement and in accordance with the provisions of Part 18, Chapter 4 of the Act.

It is agreed as follows:

1. Definitions and interpretation
- 1.1 **In this Agreement, the following words and expressions shall have the meanings set forth below:**

"**Act**" means the Companies Act 2006;

"**Aggregate Repurchase Price**" has the meaning set out in clause 2.3(c);

"**AGM**" means the 2022 annual general meeting of the Company held on 20 May 2022 [or if adjourned or postponed on [*insert date*]];

"**Business Days**" means a day on which banks are open for business in London;

"**Commission**" has the meaning set out in clause 3.1;

"**Company's CREST Account**" means such account(s) set up in CREST as the Company may notify in writing to the Dealer at any time prior to the Settlement Date;

"**CREST**" means the relevant system (as defined in the Regulations) in respect of which Euroclear UK & Ireland Limited is the operator (as defined in the Regulations);

"**Daily Limit**" means the number of Shares (which is the maximum number of Shares that may be purchased by the Dealer on any Trading Day) set out in the Schedule, if any;

"**Designated Account**" means such bank account as is agreed between the Company and the Dealer;

"**Directors**" means members of the board of directors of the Company from time to time;

"**DTRs**" means the disclosure guidance and transparency rules produced by the FCA under Part VI of FSMA and forming part of the FCA's Handbook of rules and guidance, as amended;

"**Execution Period**" means the time period set out in the Schedule, if any, during which the Dealer will effect purchases of Shares;

"**Expenses**" has the meaning set out in clause 3.3;

"**FCA**" means the Financial Conduct Authority;

"**FSMA**" means the Financial Services and Markets Act 2000, as amended, including any regulations made pursuant thereto;

"**Indemnified Party**" has the meaning set out in clause 7.1;

"**Losses**" has the meaning set out in clause 7.1;

"**LRs**" means the listing rules made by the FCA under Part VI of FSMA and forming part of the FCA's Handbook of rules and guidance, as amended;

"**LSE**" means the London Stock Exchange;

"**MAR**" means the UK Market Abuse Regulation, being the form of the EU Market Abuse Regulation (Regulation 596/2014) as incorporated into the law of England and Wales, Scotland and Northern Ireland pursuant to the European Union (Withdrawal) Act 2018 (as amended), as supplemented by the Market Abuse (Amendment) (EU Exit) Regulations 2019 (SI 2019/310) (2019 Regulations);

"**Maximum Amount**" means 6,958,244 Shares, having an aggregate nominal value of GBP 69,582.44;

"**Maximum Price**" means the price per Share equal to 105% of the average of the middle-market price of a Share as derived from the LSE Daily Official List for the five Business Days immediately preceding the relevant Settlement Date;

"**Minimum Price**" means GBP 0.01;

"**Notified Address**" has the meaning set out in clause 9.14;

"**Permitted Method**" has the meaning set out in clause 9.13;

"**Purchased Shares**" means the maximum number of Shares which is set out in the Schedule;

"**Regulations**" means the Uncertificated Securities Regulations 2001 (SI 2001 No. 01/378), as amended;

"**Repurchase Price**" means the maximum price per Share which is set out in the Schedule;

"**Resolution**" has the meaning set out in Recital A;

"**Settlement Date**" means the date or dates specified in the Schedule, on which the Dealer shall deliver Purchased Shares to the Company against payment by the Company of the relevant Repurchase Price in cash in accordance with clause 4;

"**Shares**" means the ordinary shares in the issued share capital of the Company, with a nominal value of GBP 0.01 per share, which are fully paid or credited as fully paid and having the rights and being subject to the restrictions as contained in the articles of association of the Company as in force from time to time;

"**Terms**" has the meaning set out in clause 9.15;

"**Trading Day**" means any day on which the LSE is open for trading and the Shares are trading in the regular way on the LSE;

"**VAT**" means value added tax or any other tax of a similar nature; and

"**Warranties**" means the representations and warranties given by the Company pursuant to clause 6.

- 1.2 In this Agreement, an "**Affiliate**" of a person shall mean a subsidiary or holding company or subsidiary of such holding company from time to time. The terms "**subsidiary**" and "**holding company**" shall bear the same meanings as those contained in section 1159 of the Act, as amended.
- 1.3 The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement. References to clauses shall be to clauses of this Agreement, unless provided otherwise.

2. Repurchase of Shares

- 2.1 Subject to clauses 2.5 and 2.6, the Dealer agrees to use its reasonable endeavours during the Execution Period to purchase the Purchased Shares as principal, at a price per Purchased Share not exceeding the Repurchase Price, for on-sale to the Company under the terms of this Agreement.
- 2.2 The Company undertakes to credit the Designated Account on or around the date of this Agreement with the cash amount, if any, set out in the Schedule.
- 2.3 The Company undertakes and agrees that in accordance with the provisions of clause 4 on the Settlement Date or, if more than one, on each Settlement Date:
- (a) it shall purchase all of the Purchased Shares offered by the Dealer to the Company on the relevant Settlement Date, on a principal to principal basis;
 - (b) it shall purchase such Purchased Shares at a price per Purchased Share which is equal to the actual price paid by the Dealer, provided always that such price does not exceed the Repurchase Price, per Purchased Share;
 - (c) it shall pay to the Dealer per Purchased Share, any stamp duty or stamp duty reserve tax paid or payable by the Dealer as a consequence of or in connection with the Dealer acquiring the Purchased Share from any person or the acquisition of the Purchased Share by the Company from the Dealer (together with the amount due under clause 2.3(b), the "**Aggregate Repurchase Price**"); and
 - (d) it shall pay to the Dealer the Commission.
- 2.4 The Dealer shall provide the Company with written confirmation of the number of Purchased Shares purchased under the terms of this Agreement on a daily basis or as otherwise specified by the Company.
- 2.5 In no event shall:

- (a) the aggregate number of Purchased Shares to be repurchased by the Company under this Agreement (taken together with any other Shares repurchased by the Company pursuant to any other agreement entered into in connection the Resolution whilst this Agreement is in force) exceed the Maximum Amount;
 - (b) the maximum number of Purchased Shares to be purchased by the Dealer on a Trading Day exceed the Daily Limit, if any; and
 - (c) the Repurchase Price be:
 - (i) greater than the Maximum Price; or
 - (ii) less than the Minimum Price.
- 2.6 Without prejudice to the Company's obligations under clauses 2.3 and 4, during the Execution Period the Company may, by notice in writing, instruct the Dealer to cease effecting purchases of Purchased Shares and, upon receipt of such notice, the Dealer shall promptly cease making any purchases of Purchased Shares under the terms of this Agreement unless or until the Company notifies the Dealer in writing that it may recommence effecting purchases of Purchased Shares.
- 2.7 The Company agrees that it shall not, directly or indirectly, communicate any inside information (as defined in article 7 of MAR) relating to the Shares or the Company to any employee of the Dealer or its Affiliates at any time while this Agreement is in effect.
- 2.8 Each of the Company and the Dealer shall, insofar as applicable to them acting in their capacities set out herein, ensure at all times that it is acting in accordance with the terms of the Resolution, the relevant provisions of the Act, the provisions of the LRs, the DTRs, FSMA, MAR and the Criminal Justice Act 1993 and all other applicable law and regulation (including, without limitation, in respect of the service of any notice under clause 2.6).
- 2.9 The Company confirms, acknowledges and agrees that it shall be solely responsible for complying with all reporting or filing requirements that may apply to any sale and purchase by the Company of the Purchased Shares under this Agreement.

3. Commission and Expenses

- 3.1 The Dealer shall charge commission at a rate of [] % of the Repurchase Price paid per Purchased Share for carrying out its duties and obligations under this Agreement (the "**Commission**").
- 3.2 The Commission shall be payable to the Dealer in addition to the Aggregate Repurchase Price.
- 3.3 In addition to the Commission, to the fullest extent permitted by law, the Company shall:
- (a) pay the Dealer's reasonable costs and expenses as agreed between the Company and the Dealer, including any legal or other professional fees, incurred by the Dealer whether on its own account or on the Company's behalf in connection with entering into and performing its obligations under this Agreement (the "**Expenses**"); and
 - (b) promptly upon request reimburse the Dealer for the amount of any Expenses for which the Company is responsible under clause 3.3(a) and which the Dealer has paid. Such Expenses shall be reimbursed whether or not this Agreement is terminated pursuant to clause 8 or the Dealer has purchased any Shares under this Agreement.

4. Settlement

- 4.1 On the Settlement Date or, if more than one, on each Settlement Date:
- (a) the Dealer shall procure that the Purchased Shares offered are credited to the Company's CREST Account through the facilities of and in accordance with the procedures of CREST no later than the Settlement Date;
 - (b) as soon as is practicable following the transfer of the Purchased Shares, the Dealer shall deliver to the Company written evidence of having given the relevant instructions to effect the credit of Purchased Shares to the Company's CREST Accounts in accordance with clause 4; and
 - (c) the Company will pay to the Dealer in cash, where applicable as required by the Act:
 - (i) the Aggregate Repurchase Price; and
 - (ii) the Commission,to such account(s) as the Dealer may specify.

5. Stamp duty

The Company shall reimburse the Dealer for any stamp duty or stamp duty reserve tax, if any, which has been paid or is payable by the Dealer as a consequence of or in connection with the Dealer acquiring the Purchased Shares from any person or the acquisition of the Purchased Shares by the Company from the Dealer or otherwise as a consequence of or in connection with this Agreement to the extent not already reimbursed through the operation of clause 2.3(c).

6. Warranties

- 6.1 The Company represents, warrants and undertakes to the Dealer that:
- (a) it has full power and authority to enter into and perform this Agreement and the obligations of the Company under this Agreement constitute valid, legally binding and enforceable obligations of the Company in accordance with their terms;
 - (b) the execution and delivery of this Agreement by the Company and the performance by the Company of its obligations under this Agreement do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (c) all governmental and other consents and approvals that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
 - (d) the Company's shareholders have validly approved the form of this Agreement in accordance with the provisions of the Company's constitutional documents and applicable law;
 - (e) purchases of the Purchased Shares by the Company pursuant to this Agreement are not prohibited or restricted by any regulation (including EU regulation), statute, law (including common law), subordinate legislation, act, treaty, ordinance, decree, directive, rule, circular, code, order, recommendation, notice, direction, code of practice, judgement or decision which is applicable to the Company (including, for

the avoidance of doubt, any prohibition or restriction on the Company contained in its articles of association);

- (f) the Company has, and will maintain at all times during the term of this Agreement, sufficient distributable profits as required by section 692 of the Act in order to enable it to pay in full the aggregate amount due to the Dealer in respect of all or any Purchased Shares;
- (g) the Company is not aware of any inside information (as defined in article 7 of MAR) or other material non-public information concerning the Company or the Shares that is required to be disclosed in accordance with MAR, the DTRs or any other applicable laws and regulations, and which has not been so disclosed at the date hereof;
- (h) the Company will not, during the term of this Agreement, enter into any comparable agreement with any other party;
- (i) the Company has not entered into any other agreement or arrangement which results in, or is reasonably likely to result in, the repurchase of Shares by the Company of an amount of Shares which, taken together with the maximum number of Shares capable of being repurchased by the Company under this Agreement, would be greater than the Maximum Amount;
- (j) there is no litigation, arbitration or other proceeding pending or, to the Company's knowledge, threatened that would prevent or interfere with the Company's purchase of the Shares under this Agreement; and
- (k) so far as the Company is aware, all information provided to the Dealer by the Company in connection with this Agreement is true, accurate, complete and not misleading in any material way.

6.2 Subject to the provisions of clause 2.7 and to the fullest extent permitted by law, the Company undertakes and agrees during the term of this Agreement to immediately notify the Dealer upon becoming aware that any of the above statements have become untrue, inaccurate or misleading in any material respect.

6.3 Where any statement in the Warranties is qualified by the expression "so far as the Company is aware" or any similar expression, the Company shall be deemed to have knowledge of anything of which the Directors and senior management of the Company have knowledge and anything of which the Directors or senior management of the Company would have had knowledge had they made due and careful enquiry before giving the Warranties.

7. Indemnification

7.1 To the fullest extent permitted by law, the Company agrees to indemnify and hold harmless on an after tax basis the Dealer, its Affiliates and their respective directors, officers, employees, agents and controlling persons (Dealer and each such person being an "**Indemnified Party**") from and against, and hereby agrees that an Indemnified Party shall have no liability to the Company or its owners, associated companies, security holders or creditors for, any and all losses, claims, damages, charges, tax or liabilities (or actions in respect thereof), whether joint or several, to which such Indemnified Party may become subject, relating to or arising out of or in connection with this Agreement, including without limitation, under chapter 4 of part 18 of the Act, or any claim, litigation, investigation or proceeding relating thereto ("**Losses**"), regardless of whether any of such Indemnified Party is a party thereto, except to the extent that any such Losses have been finally judicially determined by a Court of competent jurisdiction to have resulted from fraud, gross negligence or willful default on the part of such Indemnified

Party, and to reimburse, within 30 days of a written request, each such Indemnified Party for any reasonable legal or other expenses incurred in connection with investigating, preparation for, providing evidence for or defending any claim, action, proceeding, investigation or judgement to which this indemnity relates. If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold harmless any Indemnified Party, then the Company shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnified Party as a result of such loss, claim, damage or liability.

- 7.2 To the fullest extent permitted by law, the Company will reimburse any Indemnified Party for all reasonable out-of-pocket expenses (including reasonable counsel fees and expenses) as they are incurred (after notice to the Company) in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto and whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of the Company, as applicable.
- 7.3 If the performance by the Dealer of any of its obligations under this Agreement represents for VAT purposes the making by the Dealer of any supply of goods or services to the Company that is taxable at a positive rate (other than where the reverse charge applies), the Company will pay to the Dealer, in addition to the amounts otherwise payable by the Company to the Dealer pursuant to this Agreement, an amount equal to the VAT chargeable on the supply on receipt of a valid VAT invoice.
- 7.4 Where a sum is payable (or reimbursed) to the Dealer in respect of any fees, costs or expenses paid or incurred by the Dealer and those fees, costs or expenses include an amount of VAT incurred by the Dealer, the Company shall pay to the Dealer the amount of VAT in addition to any net fee, cost or expense, provided the Dealer is not entitled to credit the VAT incurred as input tax.
- 7.5 If in respect of a payment under this Agreement the Company is obliged to make any deduction or withholding on account of any tax of any nature, the amount payable shall be grossed up to the extent necessary to ensure that, after such deduction or withholding, the amount received remains unchanged.

8. Termination

- 8.1 This Agreement may be terminated by the Dealer at any time, having immediate effect by notice in writing.
- 8.2 This Agreement shall terminate automatically upon the earlier of:
- (a) the expiry of the Execution Period; and
 - (b) conclusion of the Company's annual general meeting in 2023, or, if earlier, the close of business on the date being 13 months after the date of the AGM.
- 8.3 Upon termination of this Agreement, the obligations of the parties under this Agreement will immediately cease and determine and:
- (a) no party to this Agreement will have any liability or continuing obligation to the other party, except for any accrued rights or obligations under this Agreement (including any obligations incurred in respect of purchases of Purchased Shares effected by the Dealer during the Execution Period prior to termination of this Agreement);
 - (b) the Company will forthwith pay to the Dealer any outstanding Aggregate Repurchase Price, Commission and Expenses payable under clauses 2, 3 and 4, as the case may

be, in connection with Shares purchased by the Dealer during the Execution Period prior to the date of termination of this Agreement; and

- (c) the provisions of clauses 1, 3, 4, 5, 8 and 9 and the indemnity contained in clause 7 will remain in full force and effect.

9. General

- 9.1 No party shall assign or transfer its rights or obligations under this Agreement.
- 9.2 This Agreement may be executed in one or more counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument.
- 9.3 The parties acknowledge and agree that this Agreement may be varied, modified or amended only by written agreement between the parties hereto and provided that any such variation, modification or amendment shall only be permitted following prior approval by a duly passed ordinary resolution of the Company in accordance with Part 18, Chapter 4 of CA 2006.
- 9.4 This Agreement will operate for the benefit of and be binding upon the parties and the Indemnified Parties referred to in clause 7 and their respective successors or legal personal representatives.
- 9.5 Each Indemnified Party that is not a party to this Agreement will have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce its rights against the Company under clause 7 provided that the Dealer (without obligation) will have sole conduct of any action on behalf of each Indemnified Party.
- 9.6 Save as provided in clause 9.5, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Under no circumstances shall any consent be required from any Indemnified Party that is not a party to this Agreement (or any other third party) for the termination, rescission, amendment or variation of this Agreement, whether or not such termination, rescission, amendment or variation effects or extinguishes any benefit or right conferred on such Indemnified Party or other third party. The Dealer will not have responsibility to any Indemnified Party or any other third party under or as a result of this Agreement.
- 9.7 No delay or failure by any party or Indemnified Party to exercise any right or remedy under any provision of this Agreement will operate as a waiver and no single or partial exercise of any right or remedy of any party or Indemnified Party will preclude the further exercise or enforcement of any such right or remedy.
- 9.8 If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, neither the legality, validity nor enforceability of the remaining parts of this Agreement in that jurisdiction, nor the legality, validity nor enforceability of that or any other provision under the law of any other jurisdiction will be affected or impaired in any way.
- 9.9 The indemnities, representations, warranties and undertakings in this Agreement are in addition to and are not to be construed to limit, affect or prejudice any other right or remedy available to any Indemnified Party.
- 9.10 The Company shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the cost of the Company, execute such documents and do such acts and

things as the Dealer may reasonably require for the purpose of giving full effect to the provisions of this Agreement by which it is bound.

- 9.11 The Company confirms, acknowledges, agrees and accepts that:
- (a) the Dealer is not acting as the Company’s fiduciary or financial adviser in connection with the transactions contemplated by this Agreement;
 - (b) it shall be responsible for assessing the commercial benefits and implications for the Company and its shareholders of the transactions contemplated by this Agreement and that the Dealer shall not be responsible for advice given by other advisers to the Company or any other entity.
- 9.12 Except as otherwise provided in this Agreement, a notice or other communication given under or in connection with this Agreement (a Notice) must be:
- (a) in writing;
 - (b) in the English language; and
 - (c) sent by a Permitted Method to the Notified Address.
- 9.13 A Permitted Method means any of the methods set out in the first column below. The second column sets out the time on which a Notice given by such Permitted Method will be deemed to be given and in proving service of such Notice it will be sufficient to prove that delivery was made or that the Notice was properly addressed and posted or faxed in full to the Notified Address.

(1) Permitted Method	(2) Date on which Notice deemed given
Personal delivery	When delivered at the Notified Address if delivered before 6.00 p.m. on any Business Day and in any other case at 9.00 a.m. on the Business Day following delivery
First class pre-paid post	Two Business Days after posting
Email	On receipt of an automated delivery receipt or confirmation of receipt from the relevant server when received

- 9.14 The Notified Addresses of each of the parties is as set out below:

Name of party	Address	Email address	Marked for the attention of
The Company			
The Dealer			

or such other Notified Address as any of the parties may, by written notice to the other parties, substitute for their Notified Address set out above.

- 9.15 This Agreement together with the Dealer's standard terms and conditions of engagement applicable to the transactions contemplated by this Agreement ("**Terms**") constitute the entire agreement between the parties, superseding any prior written or oral agreements or understandings with regard to this Agreement, provided that in the event of any conflict between the Terms and this Agreement, this Agreement shall prevail.
- 9.16 This Agreement, and any non-contractual rights and obligations arising out of or connected with it or its subject matter or formation, shall be governed by, and construed in accordance with, English law.
- 9.17 The parties irrevocably agree that the English courts shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter or formation and irrevocably submit to the jurisdiction of the English courts.
- 9.18 Notwithstanding the provisions of clause 9.17, in connection with any claim by a third party, the Dealer may pursue an action against the Company, or join the Company in litigation, in any jurisdiction other than England that the Dealer considers appropriate.
- 9.19 The Company and the Dealer acknowledge that, to the fullest extent permitted by law, specific performance will be an appropriate remedy for the Dealer for any breach by the Company of its obligations under this Agreement.

The parties have shown their acceptance of the terms of this Agreement by executing it on the next page.

(signature page follows)

Execution

SIGNED by a duly authorised
representative for and on behalf
of **GEORGIA CAPITAL PLC**

.....

Print name:

SIGNED by a duly authorised
representative for and on behalf
of **NUMIS SECURITIES LIMITED**

.....

Print name:

SCHEDULE

"**Daily Limit**" means [].

"**Execution Period**" means the period commencing [at [] [am]/[pm] on [] and ending [at [] [am]/[pm] on []].

"**Purchased Shares**" means up to [] Shares.

"**Repurchase Price**" means up to the maximum price of GBP [] per Purchased Share.

"**Settlement Date[s]**" means [*insert the relevant date or dates*] or the date that falls [] Business Days after the Dealer offers for sale any Purchased Shares to the Company.

Note: Insert as applicable and, if any of the above are not applicable, please insert "N/A".