

BWA GROUP PLC (1)

[] (2)

WARRANTS DEED

DATED 6th November 2023

THIS DEED is made the 6th day of November 2023

PARTIES:

- (1) BWA GROUP PLC, a company incorporated in England (registered under company number 00255647), whose registered office is at 1 Bow Churchyard, London, England, EC4M 9DQ (“the **Company**”); and
- (2) [] of [address of Warrant Holder] (“the **Warrant Holder**”).

INTRODUCTION:

This is a deed under which the Company grants to the Warrant Holder warrants to subscribe for ordinary shares of £0.005 each in the Company in relation to the Subscription and on the terms and conditions set out in this deed.

INTERPRETATION

In this deed, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

“**Admission**” means admission of the Subscription Shares to trading on London’s AQSE Growth Market becoming effective;

“**Board**” means the board of directors of the Company from time to time; “**Business Day**” means a day (not being a Saturday or Sunday) on which banks generally are open in London for the transaction of normal banking business;

“**Exercise Date**” means, in relation to an exercise of Warrants, the later of:

- (a) the date on which the duly completed Exercise Notice in respect of that exercise of Warrants is given to the Company in accordance with the terms of this deed; and
- (b) the date on which the Company receives payment in cleared funds in respect of the aggregate Exercise Price payable for the Ordinary Shares in respect of which Warrants have been exercised;

“**Exercise Notice**” means a notice in the form or substantially in the form set out in the Schedule to this deed;

“**Exercise Period**” means the period commencing on the date of Admission and ending on 31 October 2026;

“**Exercise Price**” means:

- (a) for the period from the date of Admission to 31 October 2024, the price of £0.006 per Ordinary Share at which the Warrants are exercisable; and

(b) for the period from 1 November 2024 to 31 October 2026, the price of £0.0075 per Ordinary Share at which the Warrants are exercisable;

“**Ordinary Shares**” means ordinary shares of £0.005 each in the Company;

“**Subscription**” means the subscription for Ordinary Shares under the terms of a subscription letter to be entered into between the Company and [];

“**Subscription Shares**” means the Ordinary Shares to be issued by the Company in connection with the Subscription;

“**Scheme**” means a takeover of the Company effected by means of a scheme of arrangement under section 899 of Companies Act 2006 between the Company and the holders of shares in the Company;

“**Takeover Offer**” means an offer to acquire shares in the Company which constitutes a takeover offer for the purposes of section 974 of Companies Act 2006; and

“**Warrant**” means a warrant to subscribe for an Ordinary Share granted pursuant to this deed and “**Warrants**” shall be construed accordingly.

Headings in this deed are included for convenience only and shall be ignored in interpreting this deed.

AGREED TERMS

1. GRANT OF THE WARRANTS

1.1 Subject to the terms of this deed, the Company grants to the Warrant Holder one Warrant for every two Subscription Shares the Warrant Holder has subscribed for pursuant to the Subscription.

1.2 Each Warrant confers on the Warrant Holder the right, exercisable on the terms of this deed, to subscribe for one Ordinary Share in cash at the relevant Exercise Price during the Exercise Period.

1.3 The grant of the Warrants pursuant this clause 1 is conditional in all respects upon Admission becoming effective.

1.4 If Admission has not occurred on or before 30 November 2023 (or such date as may be agreed in writing between the Company and []), this deed shall terminate and be of no effect.

1.5 The Warrants are personal to the Warrant Holder and the Warrant Holder may not:

1.5.1 sell, transfer, grant any option over or otherwise dispose of any of the Warrants or any interest in any of the Warrants; or

- 1.5.2 create any trust or encumbrance over any of the Warrants or any interest in any of the Warrants,
except (in any such case) with the written permission of the Board.
- 1.6 EXERCISE OF WARRANTS Subject to clause 1.7, the Warrant Holder shall acquire the right to exercise the Warrants at any time during the Exercise Period.
- 1.7 The Warrant may be exercised in whole or in part on not more than three occasions at any time during the Exercise Period.
- 1.8 Warrants shall be exercised by the Warrant Holder by:
- 1.8.1 lodging with the Company at the email address noted in the Schedule to this deed (or at such other address (including an email address) as the Company may from time to time notify to the Warrant Holder) a duly completed Exercise Notice informing the Company of the exercise of the Warrants and specifying the number of Ordinary Shares to be allotted on that occasion; and
- 1.8.2 pay to the Company, in accordance with clause 1.9, a sum equal to the aggregate Exercise Price of the Warrants then being exercised; and
- 1.8.3 this deed, or a copy of this deed.
- 1.9 Payment of the aggregate Exercise Price payable for the Ordinary Shares in respect of which Warrants are being exercised must be made:
- 1.9.1 by electronic funds transfer to the Company's bank account as notified to the Warrant Holder by the Company; or
- 1.9.2 by such other method as the Company and the Warrant Holder may agree.
- 1.10 The Board shall within two Business Days of the Exercise Date cause the Company to:
- 1.10.1 allot and issue the relevant Ordinary Shares in respect of which Warrants have been exercised to the Warrant Holder;
- 1.10.2 enter the name of the Warrant Holder in the register of members of the Company as the holder of those Ordinary Shares;
- 1.10.3 send to the Warrant Holder a share certificate in respect of the Ordinary Shares in respect of which the Warrants are exercised or credit the relevant Ordinary Shares to the CREST account of the Warrant Holder as specified in the Notice of Exercise; and

- 1.10.4 return (except where the Warrants can no longer be capable of further exercise) this Warrant Deed if applicable, with a note endorsed on it recording the exercise.
- 1.11 Ordinary Shares issued under this deed will rank pari passu with the Ordinary Shares in issue on the Exercise Date but will not rank for any dividends or other distributions declared, paid or made on the Ordinary Shares on a date or by reference to a record date which is before the Exercise Date.
- 1.12 So long as the issued Ordinary Shares are admitted to the London's AQSE Growth Market, the Company will apply for the Ordinary Shares allotted pursuant to the exercise of Warrants to be admitted to trading on the London's AQSE Growth Market and the Company will use all reasonable endeavours to ensure that such Ordinary Shares are so admitted as soon as reasonably practicable after, and in any event not later than ten Business Days following, the relevant Exercise Date.
- 1.13 If an Exercise Notice is given in respect of some only of the Warrants which are then exercisable, the balance of the Warrants which are not the subject of the Exercise Notice shall continue to be exercisable in accordance with the terms of this deed.
- 1.14 At the expiry of the Exercise Period, any Warrants in respect of which a valid and duly completed Exercise Notice accompanied by payment of the relevant aggregate Exercise Price has not been received by the Company prior to the expiry of the Exercise Period and in accordance with the terms of this deed shall lapse and cease to be exercisable and valid for all purposes.

2 WINDING UP OF THE COMPANY

- 2.1 If, at a time when any Warrants remain exercisable in accordance with the terms of this deed, an order is made or an effective resolution is passed for the winding up of the Company (except for the purpose of reconstruction, amalgamation or unitisation on terms approved in writing by the Warrant Holder, such approval not to be unreasonably withheld or delayed):
- 2.1.1 the Company shall immediately notify the Warrant Holder of the making of the order or the passing of the resolution; and
- 2.1.2 if in such winding up, on the basis that all of the Warrants then unexercised had been exercised in full and the Exercise Price therefor had been received in full by the Company, there would be a surplus available for distribution amongst the holders of the Ordinary Shares (including for this purpose the Ordinary Shares which would arise on

exercise of all of the outstanding Warrants) and this surplus would, on such basis, exceed in respect of each Ordinary Share a sum equal to the Exercise Price, the Warrant Holder:

- (a) shall be treated as if it had, immediately before the date of the making of the order or the passing of the resolution, exercised its Warrants in full on the terms on which they could then have been exercised; and
- (b) shall accordingly be entitled to receive out of the assets available in the winding up *pari passu* with the holders of the Ordinary Shares an amount equal to the sum it would have received had it exercised its Warrants in full and become the holder of the Ordinary Shares to which it would have become entitled by virtue of such exercise after deducting from that sum an amount equal to the aggregate Exercise Price which would have been payable by it upon such exercise.

2.2 Nothing in clause 2.1 shall have the effect of requiring the Warrant Holder to make any payment to the Company.

2.3 Subject to clause 2.1, all Warrants shall lapse upon an order being made or effective resolution being passed for winding up the Company.

3 TAKEOVERS

3.1 If a Takeover Offer or Scheme is proposed at a time when any Warrants remain exercisable in accordance with the terms of this deed, the Company shall notify the Warrant Holder of the terms of the proposed Takeover Offer or Scheme at the same time as or as soon as reasonably practicable after the terms of the proposed Takeover Offer or Scheme are communicated to holders of Ordinary Shares.

3.2 If a Takeover Offer becomes wholly unconditional or a Scheme becomes effective at a time when any Warrants remain exercisable in accordance with the terms of this deed:

3.2.1 the Company shall notify the Warrant Holder that the Takeover Offer has become wholly unconditional or that the Scheme has become effective at the same time or as soon as reasonably practicable after that fact is publicly announced or otherwise communicated to holders of Ordinary Shares; and

3.2.2 the Warrant Holder shall be entitled to exercise his/her Warrants at any time within the period of 10 Business Days following the date on which

notice is given to Warrant Holders pursuant to paragraph 3.2.1 of this clause 3.2 (the "**Takeover Exercise Period**") (and, in this connection, if the Exercise Period would otherwise have expired before the expiry of the Takeover Exercise Period, the Exercise Period shall be deemed to have been extended so as to expire on the same day as the expiry of the Takeover Exercise Period).

3.3 Any Warrant in respect of which a valid Exercise Notice accompanied by payment has not been received by the Company within the Takeover Exercise Period shall lapse forthwith following the expiry of the Takeover Exercise Period.

4 MISCELLANEOUS

4.1 For so long as any Warrants remain exercisable under the terms of this deed, the Company shall procure that the Board shall, at all times during the Exercise Period, have authority pursuant to the articles of association of the Company and any applicable legal and regulatory requirements to grant Warrants under the terms of this deed and to issue Ordinary Shares on exercise of any such Warrants in accordance with the terms of this deed and free of any pre-emption rights.

4.2 No variation of this deed shall be effective unless it is in writing and signed by or on behalf of each of the parties.

4.3 A person who is not a party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this deed.

4.4 Any notice or other formal communication to be given under this deed:

4.4.1 must be in writing in the English language;

4.4.2 must be signed by or on behalf of the party giving it; and

4.4.3 must be delivered personally or sent by prepaid first class post or by email to the party to whom it is being given at the postal address or email address, and marked for the attention of the person, specified in clause 4.5 (or as otherwise notified pursuant to clause 4.6).

4.5 The notice details of the parties for the purpose of clause 4.4 are:

4.5.1 in the case of the Company:

Address: at its registered office from time to time.

Email address: jmvp2@aol.com

Attention: James Butterfield

4.5.2 in the case of the Warrant Holder:

Address: []

Email address: []

Attention: []

- 4.6 A party may notify the other party of a change to its notice details specified in clause 4.5 by giving notice to that other party in accordance with clauses 4.4 to 4.7 but any such change shall only be effective on the fifth Business Day after the date on which the notice is given or such later date as may be specified in the notice.
- 4.7 A notice or other formal communication delivered or sent in accordance with clause 4.4 shall be deemed to have been served:
- 4.7.1 if delivered by hand or by courier, at the time it is left at the address;
 - 4.7.2 if sent by pre-paid post (whether ordinary first class, special delivery or recorded delivery), on the second Business Day after posting;
 - 4.7.3 if sent by airmail on the fifth Business Day after posting; and
 - 4.7.4 if sent by e-mail, at the time it was sent.
- 4.8 This deed may be executed as two or more documents in the same form and execution by all the parties of at least one of such documents will constitute due execution of this deed. Transmission of an executed counterpart of this deed (but, for the avoidance of doubt, not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of this deed and no delivery of a hard copy or 'wet ink' original shall be required.
- 4.9 This deed shall be administered by the Board of the Company and governed by, and construed in accordance with, English law.
- 4.10 Each of the parties agrees that the courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this deed.

This deed has been executed and delivered on the date first above written.

SCHEDULE
FORM OF EXERCISE NOTICE

The Directors
BWA GROUP PLC (the "**Company**")
1 Bow Churchyard
London
EC4M 9DQ
By email: jmvb2@aol.com

Date: []

1. Exercise of Warrants

I, [*insert name of Warrant Holder*], being the holder of all the Warrants granted by the Company pursuant to the deed entered into between the Company and [*insert name of Warrant Holder*] dated [] 2023 (the "**Deed**"), hereby exercise our subscription rights in respect of [] of the Warrants¹.

2. Payment²

2.1 [I confirm that I have transferred to the bank account of the Company, as notified to [me/us] by the Company, the sum of £[], being the aggregate Exercise Price payable in respect of the Ordinary Shares subscribed by me pursuant to this exercise of Warrants.]

OR

2.2 [].

3. General

3.1 I agree to accept the Ordinary Shares to be allotted to [me/us] pursuant to this exercise of Warrants subject to the articles of association of the Company.

3.2 I request that such Ordinary Shares are allotted and issued in accordance with the registration details specified below.

3.3 [I hereby request that a share certificate for such Ordinary Shares be sent by post, at [my/our] risk, to me at the address shown below./We request that the

¹ Drafting Note: Please insert the number of Warrants in respect of which subscription rights are being exercised. If no number is inserted but the Exercise Notice is otherwise duly completed, the Exercise Notice will be deemed to be given in respect of the number of Ordinary Shares for which the payment referred to in paragraph 2 entitles the Warrant Holder to subscribe.

² Drafting Note: Please amend as appropriate to confirm payment method used/agreed with the Company.

Company allots such Ordinary Shares to me, to the CREST account detailed below:

CREST Details: Participant ID []
Member Account ID []
Person to be contacted with regard to settlement []
Name []
Contact Number []³

3.4 Terms defined in the Deed have the same meaning when used in this Exercise Notice.

.....
Signature of Warrant Holder

.....
Name of Warrant Holder

Name and address for registration of Ordinary Shares:

Name:

Address:
.....
.....

Address for despatch of share certificate (if different from above):

Address:
.....
.....

³ Drafting Note; Please amend as appropriate depending on whether the shares are to be held in certificate or uncertificated form.

EXECUTED AND DELIVERED as a DEED
by **BWA GROUP PLC acting** by two
directors:

.....
Signature of [*name of signatory*], Director

.....
Signature of [*name of signatory*], Director

EXECUTED AND DELIVERED as a DEED
by [**Warrant Holder**] in the presence of:

.....

Signature of witness:

.....

Name of witness (in BLOCK CAPITALS):

.....

Address of witness:

.....

.....

Occupation of witness:

.....

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