

## Exhibit A: Subscription Agreement

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**SUBSCRIPTION AGREEMENT**

relating to

**GLINT PAY LTD**

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**THIS SUBSCRIPTION AGREEMENT** (this "**Agreement**") is dated on the date of the Investor's signature found on the signature page.

**BETWEEN:**

- (1) **GLINT PAY LTD**, a private Limited Company by shares registered in England & Wales with company number 09507932, having its registered office at Kemp House 152-160, City Road, London, England, EC1V 2NX (the "**Company**"); and
- (2) the undersigned (the "**Investor**").

**WHEREAS:**

- (A) The Investor has agreed to make an investment of \$ \_\_\_\_\_ in the Company on the terms of this Agreement (the "**Investment**").
- (B) The parties to this Agreement have agreed to enter into it for the purposes of documenting the Investment.

The parties agree as follows:

## **1 DEFINITIONS**

1.1 In this Agreement the following definitions apply:

<b>"Agreed form"</b>	means in relation to any document a document in the form agreed between the Company and the Investor and initialled by each of such parties for the purposes of identification;
<b>"Articles"</b>	means the articles of association of the Company, as amended from time to time;
<b>"Board"</b>	means the board of Directors of the Company;
<b>"Business"</b>	means the business of the Company of gold-backed payment services;
<b>"Business Day"</b>	means any day (other than a Saturday or Sunday or a public holiday) on which banks are normally open for business (other than solely for trading and settlement in euros) in the City of London;
<b>"Claim"</b>	has the meaning given to it in Clause 6.2;
<b>"Company Warranties"</b>	means the warranties and undertakings given by the Company pursuant to Clause 6.1 and set out in Schedule 2.
<b>"Covered Persons"</b>	has the meaning given in Schedule 2;

<b>"Director"</b>	means each director of the Company for the time being;
<b>"Disclosed"</b>	means fairly disclosed to the Investor in the Disclosure Materials, with sufficient explanation and detail to enable the Investor to identify the nature and scope of the matters disclosed;
<b>"Disclosure Letter"</b>	means the letter from the Company to the Investor delivered immediately before Subscription in the agreed form;
<b>"Disclosure Materials"</b>	means the Disclosure Letter together with the Private Placement Memorandum;
<b>"Disqualification Events"</b>	has the meaning given in Clause 7.1.6;
<b>"Encumbrance"</b>	means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity, claim, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);
<b>"Group"</b>	means the Company and any subsidiaries from time to time;
<b>"Intellectual Property Rights"</b>	means any and all patents, trademarks, rights in designs, database rights, get-up, trade, goodwill or to sue for passing off, unfair competition rights, business or domain names, websites, copyrights, moral rights, and topography rights (whether registered or not and any applications to register or rights to apply for registration / renewal / extension of any of the foregoing), rights to inventions, know-how, trade secrets and other confidential information, rights in computer software, including source code, operating systems and specifications, databases and all other intellectual property rights of a similar or corresponding character which may now or in the future subsist in any part of the world;
<b>"Investment"</b>	has the meaning given in the Recitals;
<b>"Management Accounts"</b>	means the management accounts of the Company for the period commencing on the date of the most recent audited financial statements of the Company until 31 December 2020;

- "Ordinary Share"** means an Ordinary Share with a par value per share of \$0.000014 (£0.00001) having the rights set out in the Articles, to be newly issued pursuant to the Subscription.
- Par value is the value of a single Ordinary Share as set by the Company's Articles. It is not related to the actual value of the shares.
- "Private Placement Memorandum"** means the Confidential Private Placement Memorandum provided to the Investor by the Company;
- "Securities Act"** has the meaning given in Clause 7.1.2;
- "Shareholders"** means the persons for the time being holding Shares, which expression shall include their respective personal representatives and successors in title (and the expression **"Shareholder"** shall be construed accordingly);
- "Shares"** means all or any of the Ordinary Shares, the Subscription Shares and/or any other class of share in the capital of the Company from time to time;
- "Soliciting Person"** has the meaning given in Schedule 2;
- "Subscription"** means completion of the Investment in accordance with the terms of this Agreement;
- "Subscription Date"** means the date of this Agreement;
- "Total Purchase Amount"** has the meaning given in Clause 2.2.1;
- "Subscription Price"** means \$0.12 per Subscription Share;
- "Subsidiaries"** means the subsidiaries of the Company, the details of which are set out in Part 2 of Schedule 1;
- "Taxation"** means all forms of taxation, duties, rates, levies, contributions, withholdings, deductions, liabilities to account, charges and imposts applicable to the Company wherever imposed in the United Kingdom or elsewhere in the world; and
- 1.2 Any reference in this Agreement to any provision of any statute or of any subordinate legislation made under any statute shall be deemed to include references to any statute or subordinate legislation which amends, extends, consolidates or replaces the same, whether before or after the date hereof, provided that nothing in this Clause shall operate to extend the obligations or liabilities of any of the parties to this Agreement.
- 1.3 References to Recitals, Clauses, sub-Clauses and Schedules are to recitals, clauses and sub-clauses of and schedules to this Agreement.
- 1.4 The headings and titles of Schedules in this Agreement are for convenience or reference only and shall not affect its construction or interpretation.

- 1.5 The Recitals and Schedules form part of this Agreement and shall have the same full force and effect as if expressly set out in the body of this Agreement.
- 1.6 The obligations, warranties, undertakings and liabilities of the parties shall be several.
- 1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.
- 1.8 Words importing individuals will be treated as importing corporations and *vice versa*.
- 1.9 Words importing the singular will be treated as importing the plural and *vice versa*.
- 1.10 References to "\$" are references to the lawful currency from time to time of the United States.
- 1.11 Any term defined in the Articles, unless otherwise defined in this Agreement, shall have the same meaning in this Agreement.
- 1.12 In this Agreement, unless otherwise specified any statement qualified by reference to the state of knowledge, belief or awareness shall be deemed to include an additional statement that it has been made after due and careful enquiry by the Directors and before making it the Directors have made such enquiry as it would be reasonable to expect the Directors to have made.

## **2 SUBSCRIPTION**

- 2.1 Subject to completion of the deliverables set out in Clause 3, the Investor applies for the allotment and issue to it of the number of Ordinary Shares listed on the signature page to this Agreement in the capital of the Company at the Subscription Price, payment for which shall be made in accordance with Clause 2.2.1:
- 2.2 The Subscription shall take place on the Subscription Date, subject to the occurrence of the following events:
  - 2.2.1 in consideration of the Company Warranties and the obligations and undertakings of the Company in favor of the Investor, the Investor shall pay the Total Purchase Amount by electronic transfer of immediately available funds transfer to the escrow account.

Notwithstanding any other provision in this Agreement, Subscription shall not take place unless OpenDeal Broker LLC dba Capital R has confirmed receipt of the Total Purchase Amount.

- 2.2.2 Cash received in connection with purchases will be placed into an escrow account established by the Company with Prime Trust, LLC for the benefit of the Offering (the "Escrow Account") at Prime Trust, LLC. Purchasers in the Offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable wires fees. Purchasers will follow instructions for completing payment when making their investment via the site maintained by OpenDeal Broker LLC for the benefit of the offering.

2.2.3 upon receipt of the Total Purchase Amount, the Company shall allot to the Investor those Subscription Shares as set out in Schedule 2.

### **3 WAIVER OF PRE-EMPTION RIGHTS**

3.1 The parties to this Agreement agree that the Company may allot up to (in aggregate) 110,000,000 at a price of not less than the Subscription Price to any Shareholders and/or additional subscribers at any time before midnight on or before the date which is fifty-two (52) weeks following the Completion Date (or at such later date as may be agreed otherwise with the prior written consent of the Investors).

3.2 Each of the parties hereby irrevocably waives all or any pre-emption rights they or their nominees may have pursuant to this Agreement, the Articles or otherwise so as to enable the allotment and issue of any shares in the capital of the Company contemplated by Clause 3.1 of this Agreement to proceed free of any such pre-emption rights.

### **4 SUBSCRIPTION DELIVERABLES**

4.1 At Subscription, the Company will deliver to the Investor:

4.1.1 the Disclosure Letter in the agreed form duly executed by the Company;

4.1.2 duly signed written resolutions of the Directors, in the agreed form, pursuant to which the Directors unanimously resolve to approve the Company's entry into and performance of its obligations under this Agreement including, subject to receipt by the Company of the Subscription Monies, to:

- (a) issue and allot the Subscription Shares credited as fully paid to the Investor at Subscription, as set forth in Clause 2.1 and enter the Investor's name and details in the register of members in respect thereof;
- (b) execute and deliver to the Investor certificate(s) for the Subscription Shares being subscribed for under this Agreement; and
- (c) file all appropriate resolutions and forms with the Registrar of Companies within the time limits prescribed for filing each of them.

4.2 At Subscription, the Investor will deliver to the Company a signed acknowledgement of the Disclosure Letter.

### **5 POST-SUBSCRIPTION**

Immediately after Subscription the Company shall take all steps as may be necessary or requisite to enter the name of the Investor in the register of members of the Company and issue and deliver to the Investor share certificates of the shares subscribed pursuant to this Agreement within five Business Days of Subscription.

### **6 COMPANY WARRANTIES**

6.1 In consideration of the Investor making the Investment, the Company warrants to the Investor at the date of this Agreement (on terms that each of them is entering

into this Agreement and subscribing for the Subscription Shares, in reliance on the Company Warranties) that each and every Company Warranty set out in Schedule 2 is true, accurate and not misleading at the date of this Agreement subject only to the matters Disclosed.

- 6.2 The Company warrants to the Investor that, on the date of this Agreement and on the Subscription Date, the Company shall, subject to passing the Shareholder Resolutions, be entitled to allot the Subscription Shares to the Investor on the terms of this Agreement, without the consent of any other person.
- 6.3 No claim in relation to the Company Warranties (a "**Claim**") shall be made by the Investor (in the absence of fraud or willful non-disclosure) after the date which is 6 months from the date of this Agreement unless prior to such date notice of such Claim has been made in writing to the Company in respect of the Company Warranties referred to in Clause 6.1, giving adequate information so as to identify the nature of the Claim.
- 6.4 If a Claim is based upon a payment liability which is contingent only, the Company shall not be liable to make a payment unless and until such contingent liability gives rise to an obligation to make a payment.
- 6.5 The Company shall not be liable for any Claim unless the amount for which they would otherwise be liable when aggregated with all other such amounts exceeds \$6k (including interest, costs and expenses) in which case the Company will be liable for the full amount and not just the excess.
- 6.6 The Company shall not be liable for any individual Claim unless the amount of such Claim exceeds \$69k (including interest, costs and expenses).
- 6.7 The total aggregated liability of the Company for breach of the Company Warranties set out in Schedule 2 shall not exceed the aggregate sum of the Investment made by the Investor.
- 6.8 The Investor may not recover from the Company under the Company Warranties more than once in respect of the same damages suffered.
- 6.9 If, after any payment to the Investor in respect of any breach of Company Warranty, the Investor receives any payment from any third party directly in respect of the loss suffered by the Investor which resulted in the breach of Company Warranty, the Investor shall reimburse the relevant other party, an amount equal to the proportion of such payment which the amount paid by the Investor to the relevant other party bears to such loss (less any reasonable costs of recovery).
- 6.10 The Company shall have no liability whatsoever in respect of any Claim to the extent that the matter giving rise to the Claim would not have arisen but for the passing of, or any change in, after the date of this Agreement, any law, rule, regulation, interpretation of the law or administrative practice of any government, governmental department, agency or regulatory body.
- 6.11 The limits on liability in this Clause 6 shall not apply to any Claim which is the result of fraud or willful non-disclosure.
- 6.12 Nothing in this Agreement shall prejudice the Investor's duty under common law to mitigate any loss or liability which is the subject of a Claim.
- 6.13 Any Claim made by the Investor shall (if it has not been previously satisfied, settled or withdrawn) be deemed to have been irrevocably waived or withdrawn on the expiry of 6 months after notice of such Claim is received by the Company (and no new claim may be made in respect of the same facts) unless proceedings in respect



thereof shall then have commenced against the Company, and for this purpose proceedings shall not be taken to have been commenced unless they have been both issued and served on the Company.

## 7 INVESTOR WARRANTIES

7.1 The Investor warrants to the Company on the date of this Agreement and on the Subscription Date as follows:

- 7.1.1 The Investor has the full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- 7.1.2 The Investor has been advised that the Ordinary Shares are "restricted securities" under applicable federal securities laws of the United States and have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), any securities laws of any state of the United States, or any non-US jurisdiction, and, therefore, cannot be resold or otherwise transferred unless they are registered under the Securities Act and applicable securities laws of any applicable states of the United States or unless an exemption from such registration requirements is available. The Investor is aware that the Company is under no obligation to effect any such registration with respect to any Ordinary Shares or to file for or comply with any exemption from registration. The Investor acknowledges that there will be no public market for the Ordinary Shares and that such market may never develop in the future. Accordingly, the Investor shall not transfer the Ordinary Shares except pursuant to the Securities Act or an applicable exemption therefrom.
- 7.1.3 The Investor has not been formed solely for the purpose of making this investment and is subscribing for the Subscription Shares to be acquired by the Investor for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same.
- 7.1.4 The Investor has reviewed the Disclosure Materials and has reviewed all other information that the Investor considers necessary or desirable to have reviewed before making an investment decision. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the Investment, is able to incur a complete loss of the Investment without impairing the Investor's financial condition and is able to bear the economic risk of the Investment for an indefinite period of time.
- 7.1.5 The Investor is an "accredited investor" as such term is defined in Rule 501 of Regulation D under the Securities Act, and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company. The residency of the Investor is correctly set forth in the preamble

- of this Agreement, and the information provided in accordance with Section 2.2.1 of this Agreement is accurate and not misleading and is deemed incorporated in this Agreement as if fully set forth herein.
- 7.1.6 None of (i) the Investor, (ii) any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members, nor (iii) any beneficial owner of the Company's voting equity securities (in accordance with Rule 506(d) of the Securities Act) held by such Investor, (x) is subject to any "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act ("**Disqualification Events**") or (y) is, or is acting as, an agent, representative, intermediary or nominee for any person identified on the list of blocked persons maintained by the Office of Foreign Assets Control of the U.S. Treasury Department.
- 7.1.7 The Investor is capable of evaluating the risks of the investment independently and is exercising its independent judgment in evaluating the Investment.
- 7.1.8 The Investor has been advised to seek outside legal counsel and reasonably believes that it the Investment is suitable to the Investor in accordance with FINRA Rule 2111.
- 7.1.9 The Investor acknowledges that the Company has given the Investor access to the corporate records and accounts of the Company and to all information in its possession relating to the Company, has made its officers and representatives reasonably available to the Investor, and has furnished the Investor with all documents and other information required for the Investor to make an informed decision with respect to subscribing to the Subscription Shares.
- 7.1.10 The Investor understands that the Company reserves the right to, in its sole discretion, accept or reject this subscription, in whole or in part, for any reason or for no reason, and to the extent monies are transmitted by the Investor but not applied by the Company to the Investor's accepted purchase of the Ordinary Shares, such unused monies will be returned to the Investor, without deduction or accrual of interest.
- 7.1.11 The Investor acknowledges and understands that any certificates evidencing the Ordinary Shares may bear a restrictive legend stating, among other things, that such Ordinary Shares have not been registered under the Securities Act or applicable securities laws of any other jurisdiction and may not be sold or transferred in the absence of an effective registration statement under such securities laws or pursuant to an exemption from the registration requirements of such securities laws.
- 7.1.12 The information that the Investor has provided in this Agreement is accurate, complete and not misleading.
- 7.2 The Investor acknowledges and agrees that the warranties contained in this Clause 7 shall survive the Subscription Date and shall continue in effect until the expiration of the applicable statute of limitations.

## 8 NOTICES

- 8.1 Any demand, notice or other communication given or made under or in connection with this Agreement shall be in writing and may be delivered by hand or sent by prepaid first class post to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause 8 provided that any such demand, notice or other communication to the Investor need only be delivered or sent to the respective address of the Investor as set out in this Agreement (or such other address as the Investor may designate by notice given in accordance with the provisions of this Clause 8).
- 8.2 Any such demand, notice or other communication will, if otherwise given or made in accordance with this Clause 8 be deemed to have been duly given or made as follows:-
- 8.2.1 if sent by prepaid first-class post, on the second Business Day after the date of posting; or
- 8.2.2 if delivered by hand, upon delivery at the address stated in this Agreement (or any other address subsequently notified in writing to the other parties), provided however that, if it is delivered by hand on a day which is not a Business Day or after 4:00 p.m. (New York City time) on a Business Day, it will instead be deemed to have been given or made on the next Business Day; or
- 8.2.3 if by email, when dispatched (provided that in the case of a hard copy of this is sent by post to the recipient within 24 hours after transmission).

## 9 GENERAL

- 9.1 This Agreement will be binding on and will ensure for the benefit of each party's successors and assigns (as the case may be).
- 9.2 Failure or delay by any party in exercising any right or remedy under this Agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.
- 9.3 Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 9.4 Nothing contained in this Agreement shall be deemed to constitute a partnership between the parties or any of them.
- 9.5 The rights and remedies expressly provided for by this Agreement will not exclude any rights or remedies provided by law.
- 9.6 This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts together shall constitute one and the same agreement. Transmission of an executed counterpart of this Agreement of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. All parties to this Agreement hereby agree that each party (or an authorised signatory on behalf of such party) may execute and otherwise authenticate this Agreement with an

- electronic signature. For the avoidance of doubt, parties agree that an electronic signature shall be given the same legal force and effect as a wet-ink signature.
- 9.7 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement shall be governed by the laws of the State of New York.
- 9.8 The invalidity illegality or unenforceability of any provisions of this agreement shall not affect the continuation in force of the remainder of this Agreement.
- 9.9 To the extent legally permissible and except in the case of fraud, the parties agree and acknowledge that the only right and remedy of the Investor and the Company in relation to any Company Warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute) and no party shall be entitled to rescind this Agreement.
- 9.10 No variation of this Agreement shall be effective unless it is in writing and signed by the Company and the holders of at least 95% of the Shares held by the parties to this Agreement (including, for the avoidance of doubt, the Investor).
- 9.11 No announcement may be made:
- 9.11.1 by the Investor in respect of the subject matter of this Agreement or the Business without the prior written consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned); or
  - 9.11.2 by the Company in respect of the subject matter of this Agreement without the prior written consent of the Investor (such consent not to be unreasonably withheld, delayed or conditioned).

**IN WITNESS WHEREOF** the parties hereto have executed and delivered this Agreement on the day and year first before written.

**SCHEDULE 1**  
**THE GROUP COMPANIES**  
**Part 1 - Company details**

Name: Glint Pay Ltd

Place of incorporation: England and Wales

Company number: 09507932

Registered Office: Kemp House 152-160, City Road, London EC1V 2NX, United Kingdom

Issued share capital (prior to Subscription): [304,060,518 ordinary shares of £0.00001 each and 15,423,000 deferred shares of £0.00001 each]

Accounting Reference Date: 31 December

**Part 2 – Details of Subsidiaries**

Name: Glint Pay Services Ltd

Place of incorporation: England and Wales

Company number: 10117131

Registered Office: Kemp House 152-160, City Road, London EC1V 2NX, United Kingdom

Issued share capital: [5,299,691 ordinary shares of £1.00 each]

Accounting Reference Date: 31 December

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Name: Glint Pay UK Ltd

Place of incorporation: England and Wales

Company number: 09696898

Registered Office: Kemp House 152-160, City Road, London EC1V 2NX, United Kingdom

Issued share capital: [1 ordinary share of £1.00 each]

Accounting Reference Date: 31 December

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Name: Glint Pay UAB

Place of incorporation: Republic of Lithuania

Company code: 305694460  
Registered Office: Vilnius, Upės g. 23-1, Republic of Lithuania  
Authorised share capital: [2,500 ordinary shares of EUR 1.00 each]

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Name: Glint Pay Inc  
Place of incorporation: United States of America  
Registered Office: 2995 55<sup>th</sup> Street, Boulder CO 80301  
Issued share capital: [\$1]

## SCHEDULE 2 WARRANTIES

1. The details of the Company set out in Schedule 1 are true and accurate and immediately prior to Subscription the Shareholders are the sole legal and beneficial owners of all of the issued Shares in the Company. The Company has not carried out any buyback of its shares, capital reduction or similar transaction other than in accordance with the Companies Act 2006, as amended.
2. Except for the Subsidiaries, the Company does not have any subsidiaries and does not hold an interest (legal or beneficial) in any other legal entity.
3. Save as Disclosed or as provided for pursuant to the Articles no person is entitled to the benefit of any options, warrants, or any other arrangement, agreement or understanding to subscribe for or to purchase any Shares.
4. The Management Accounts fairly represent the income and expenditure of the Business for the relevant period to which they relate and fairly represent the assets and liabilities and the position of the Company as at the date to which they were prepared.
5. Except as Disclosed, the Company is not involved in any litigation or dispute with any third party and, so far as the Company is aware, no litigation or similar proceedings have been commenced by or threatened by or against the Company nor, so far as the Company is aware, are there any circumstances which might give rise to any such proceedings.
6. The Disclosure Letter contains (or has attached to it) full and accurate details in relation to the Company of:
  - (a) all material contracts or commitments, known and foreseeable material liabilities with a value of greater than \$139k;
  - (b) all bad or doubtful debts and any non-recurring items affecting their financial position;
  - (c) all dividends (declared or paid); and
  - (d) copies of all mortgages, charges, debentures, options, rights of pre-emption or other Encumbrances granted over any of the Company's assets and any guarantees and indemnities given by any Group member in respect of the Company's liabilities or obligations.
7. So far as the Company is aware, the Company is the sole beneficial owner of all the Intellectual Property Rights used and required in connection with the Business and, if material, listed in the Disclosure Letter, all of which are free of any Encumbrance, option, right, licence or agreement (whether expressed to be legally binding or not).
8. So far as the Company is aware, the Company does not use in connection with the Business any material Intellectual Property Right over which any third party has any right, title or interest and so far as the Company is aware there are no circumstances which might give rise to any claims or proceedings in respect of the same.
9. The Company has complied with all of its obligations relating to taxation including, without limitation, income tax, PAYE, national insurance contributions, corporation tax, and value added tax (and any overseas equivalent) and there are no outstanding liabilities (including penalties or interest) relating to taxation.
10. The execution, delivery and performance of the Company of this Agreement and the consummation of the transactions contemplated thereby, including the Subscription,

are within the power of the Company and have been duly authorised by all necessary actions on the part of the Company.

11. This Agreement constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
12. Neither the authorisation, execution and delivery of this Agreement, nor the issuance and delivery of the Subscription Shares, will constitute or result in a material default or violation of any law or regulation applicable to the Company or any material term or provision of the Articles or the Company's other constitutional documents.
13. The Company has exercised reasonable care to determine whether any Covered Person (as defined below) is subject to any Disqualification Events. So far as the Company is aware, no Covered Person is subject to a Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. "**Covered Persons**" are those persons specified in Rule 506(d)(1) under the Securities Act, including the Company; any predecessor or affiliate of the Company; any director, executive officer, other officer participating in the Subscription, general partner or managing member of the Company; any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter (as defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of the Subscription; and any person that has been or will be paid (directly or indirectly) remuneration for solicitation of investors in connection with the Subscription (a "**Soliciting Person**"), any general partner or managing member of any Soliciting Person, and any director, executive officer or other officer participating in the offering of any Soliciting Person or general partner or managing member of any Soliciting Person.



IN WITNESS WHEREOF, the undersigned Investor hereby enters into this Subscription Agreement with GLINT PAY LTD, as of the date written below, and agrees to be bound in all respects by the terms and conditions hereof. The undersigned Subscriber shall purchase the number of the Securities specified below for the aggregate Purchase Price specified below:

**EXECUTED** for and on behalf of **GLINT** ) .....  
**PAY LTD** by Jason Cozens, a director ) *Mr J. Cozens, Director*  
)

**Number of Subscription Shares:**

**Price per Subscription Share:**

\_\_\_\_\_  
\$0.12

**Total Purchase Amount:**

\_\_\_\_\_  
Date

**INVESTOR** (if an individual)

**INVESTOR** (if an entity)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Print Name of Additional Signatory

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Additional Signature

(If joint tenants or tenants in common)

Title of Signatory

Address of Principal Residence:

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U.S. Social Security Number(s)

---

Telephone Number

Address of Executive Offices:

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U.S. IRS Tax Identification Number

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Telephone Number