

Making Use of the New Private Resale Exemption, Securities Act Section 4(a)(7)

Covenant Language for Stock Purchase Agreement:

The Company acknowledges that under Section 4(a)(7) of the Securities Act of 1933, as amended (or any successor or replacement provision thereto, the “**Resale Exemption**”), Purchaser may re-sell the Securities to an “accredited investor” provided certain conditions are met and subject to compliance with any contractual restrictions applicable to the transfer of the Securities[, including the Company’s Stockholder Agreement and/or Investor Rights Agreement]. The Company agrees to provide Purchaser the information required by the Resale Exemption so that Purchaser can re-sell the Securities in compliance with the Resale Exemption.

Covenant Language for Investor Rights Agreement:

For so long as Purchaser holds the Securities, upon request the Company agrees to furnish promptly to Purchaser any information required for Purchaser to claim exemption for resale of the Securities under Section 4(a)(7) of the Securities Act of 1933, as amended (or any successor or replacement provision thereto, the “**Resale Exemption**”), including, without limitation:

1. The current address of the Company’s executive offices;
2. A current capitalization table of the Company reflecting the number of shares outstanding by class as of the end of the Company’s most recent fiscal year prior to the date of the request;
3. Name and address of the transfer agent, corporate secretary or other person responsible for transferring the Securities;
4. A brief statement of the nature of the business of the Company and the products and services it offers;
5. Names of the current officers and directors of the Company;
6. Financial statements for the Company prepared in accordance with US generally accepted accounting principles [or IFRS for a non-US company] that satisfy the requirements of the Resale Exemption, including balance sheets and profit and loss or income statements, covering the 2 most recent prior fiscal years of operation (or such shorter period as the Company has been in operation) and any interim period that has been prepared by the Company; and
7. Such other information relating to the Company as may be requested and is reasonably necessary for Purchaser to transfer the Securities in accordance with the Resale Exemption.