DATED 6 March 2014

(1) FORESIGHT VCT PLC AND OTHERS

(2) ALWAYSON GROUP LIMITED

SHARE EXCHANGE AGREEMENT

- relating to -

DATA CONTINUITY GROUP LIMITED

Reference FO939 250

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Agreed Form Documents:

Deed of Novation
AOG New Articles
AOG Supplemental Investment Agreement
AOG Capitalisation Agreement
DCG Deed of Termination
DCG Interim Articles
DCG Subsidiary Articles
DCG Warrant Deed of Amendment

Documents to be subsequently in Agreed Form

Composite Debenture and Guarantee
HMRC Application - VCT
HMRC Application - Reconstructions

THIS AGREEMENT is made on 2014

BETWEEN:

(1) **THE PARTIES** whose names are set out in column 1 of the Schedule 1 (each a "**Seller**" and together "**the Sellers**"), and

(2) **ALWAYSON GROUP LIMITED**, a company registered in England and Wales with registration number 04348334, whose registered office is at 1 Napier Court, Napier Road, Reading, Berkshire RG1 8BW ("**the Buyer**")

RECITALS:

(A) The Sellers will, following the DCG Share Transfers (as defined below) and the issue of the KVN DCG Option Shares, be the registered holders of all of the issued shares (other than the DCG Deferred Shares, as defined below) in the capital of the Company

(B) The Sellers have agreed to sell such shares to the Buyer, in consideration for the issue to them of shares in the capital of the Buyer.

IT IS AGREED as follows

1. **INTERPRETATION**

1 1 The following words and expressions shall have the meanings set out or referred to opposite each respectively

"Agreed Form"	means a document indentified (or to be identified) as being in the agreed form by being initialled by or on behalf of the parties,
"AOG "B" Ordinary Shares"	"B" ordinary shares of 0 0000001p each in the capital of the Buyer (and each a ""**B" Ordinary Share**"),
"AOG "C" Ordinary Shares"	"C" ordinary shares of 0.0000001p each in the capital of the Buyer (and each a ""**C" Ordinary Share**");
"AOG Capitalisation Agreement"	the capitalisation agreement proposed to be entered into between the Buyer (1) and Foresight VCT plc, Foresight VCT 2 plc and Foresight VCT 4 plc (2) in the Agreed Form in respect of the capitalisation of the AOG Existing Loans and the AOG Further Loans,
"AOG "D1" Ordinary Shares"	"D1" ordinary shares of 0 0000001p each in the capital of the Buyer (and each a ""**D1" Ordinary Share**");
"AOG "D2" Ordinary Shares"	"D2" ordinary shares of 0.0000001p each in the capital of the Buyer (and each a ""**D2" Ordinary Share**");
"AOG "D3" Ordinary Shares"	"D3" ordinary shares of 0 0000001p each in the capital of the Buyer (and each a ""**D3" Ordinary Share**"),
"AOG Deferred Shares"	deferred shares of 1p each in the capital of the Buyer (and each a "**AOG Deferred Share**"),
"AOG "E" Ordinary Shares"	"E" ordinary shares of 0.0000001p each in the capital of the Buyer (and each a ""**E" Ordinary Share**");
"AOG Existing Loans"	the loans advanced to the Buyer by Foresight VCT plc, Foresight VCT 2 plc and Foresight VCT 4 plc prior to the date of this agreement, the amount of principal

	outstanding being £300,000 in aggregate,
"AOG Further Investment"	the further investment by way of a subscription for AOG "C" Shares by Foresight VCT plc and Foresight 4 VCT plc pursuant to the AOG Supplemental Investment Agreement,
"AOG Further Loans"	the loans advanced to the Buyer by Foresight VCT plc, and Foresight VCT 4 plc on the date of this agreement, the principal amount of which will be aggregate £250,000,
"AOG New Articles"	the new articles of association to be adopted by the Buyer in the Agreed Form,
"AOG New Shareholders' Agreement"	means the shareholders' agreement to be entered into on or around completion between the Buyer (1), the Directors (as defined therein) (2), Foresight VCT plc (3), Foresight 2 VCT plc (4), Foresight 4 VCT plc (5), The Income & Growth VCT plc (6), AlwaysOn Limited (7), Emperian Limited (8) and the Company (9);
"AOG "O1" Ordinary Shares"	"O1" ordinary shares of 0.0001p each in the capital of the Buyer (and each an ""**O1" Ordinary Share**");
"AOG Restructuring"	the restructuring of the share and loan capital of the Buyer comprising (i) the purchase by the Buyer of 7,205,995 redeemable preference shares of 1p each in the capital of the Buyer held by Foresight 2 VCT plc for an aggregate purchase price of 1p, (ii) the purchase by the Buyer of the 1,053,520 redeemable preference shares of 1p each in the capital of the Buyer held by Russell Parker and Paul Barry-Walsh (subject to agreement by such holders) for an amount per share equal to the nominal value thereof (iii) the subdivision and redesignation of any remaining redeemable preference shares of 1p each (following (i) and (ii) above) into AOG "O1" Shares, (iv) the AOG Existing Loans being capitalised into AOG "B" Ordinary Shares pursuant to the AOG Capitalisation Agreement (v) the AOG Further Loans being capitalised into C Ordinary Shares pursuant to the AOG Capitalisation Agreement and (vi) the Buyer adopting the New AOG Articles,
"AOG Supplemental Investment Agreement"	the supplemental investment agreement to be entered into on the date of this agreement between the Buyer (1), the Directors (as defined therein) (2), Foresight VCT plc (3), Foresight 2 VCT plc (4), Foresight 4 VCT plc in the Agreed Form,
"Company"	Data Continuity Group Limited, a company registered in England and Wales under number 04295324, whose registered office is at Bridge House, 1 Brants Bridge, Bracknell, Berkshire RG12 9BG,
"Completion"	completion of the acquisition and disposal of the Sale Shares in accordance with clause 6;
"Completion Date"	such date (not being after the Long Stop Date) as is the same day on which the last of the Conditions is satisfied or waived;
"Conditions"	the conditions precedent set out in schedule 2;

"Consideration Shares"	"D1" Ordinary Shares, "D2" Ordinary Shares, "D3" Ordinary Shares and "E" Ordinary Shares issued credited as fully paid,
"DCG "A" Ordinary Shares"	"A" ordinary shares of 1p each in the capital of the Company (and each a **"DCG "A" Ordinary Share"**);
"DCG "AA" Ordinary Shares"	"AA" ordinary shares of 1p each in the capital of the Company (and each a **"DCG "AA" Ordinary Share"**),
"DCG Deferred Shares"	deferred shares of 1p each in the capital of the Company (and each a **"DCG Deferred Share"**),
"DCG Ordinary Shares"	ordinary shares of 1p each in the capital of the Company (and each a **"DCG Ordinary Share"**),
"DCG Preferred Ordinary Shares"	preferred ordinary shares of 1p each in the capital of the Company (and each a **"DCG Preferred Ordinary Share"**),
"DCG Interim Articles"	the interim articles of association to be adopted by the Company in the Agreed Form;
"DCG Restructuring"	the restructuring of the share capital of the Company comprising (i) the outstanding options over shares in the capital of the Company either being exercised, terminated in agreement to issue replacement options in the Buyer or otherwise lapsing, (ii) the Company adopting the DCG Interim Articles and (iii) the DCG Warrant Deed of Amendment being entered into;
"DCG Share Transfers"	the transfer of the DCG Transfer Shares from Peter Wilks in the amounts of 513 DCG Transfer Shares to The Income & Growth VCT plc, 1,756 DCG Transfer Shares to Foresight VCT plc , 217 DCG Transfer Shares to Foresight 2 VCT plc, 786 DCG Transfer Shares to Charlotte Histed, 7,000 DCG Transfer Shares to Alan Back and 1,500 DCG Transfer Shares to Martin Peck,
"DCG Subsidiary Articles"	the subsidiary articles of association to be adopted by the Company in the Agreed Form,
"DCG Termination Deed"	the deed of termination in the Agreed Form to be entered into on or around completion between the Company (1), Martin David Peck, Alan Reginald Back and Charlotte Histed (2), Foresight VCT plc (3), Foresight 2 VCT plc (4), The Income & Growth VCT plc (5) and Martin David Peck and Alan Reginald Back as trustees of the Data Continuity Group EBT (6),
"DCG Transfer Shares"	the 11,772 DCG Ordinary Shares held by Peter Wilks,
"DCG Warrant Deed of Amendment"	the deed of amendment in the Agreed Form to the warrant instruments executed by the Company dated 15 November 2010, 30 March 2010 and 16 September 2005;
"Deed of Novation"	the deed of novation to be entered into between the Company (1), the Buyer (2), Foresight VCT plc (3) and Foresight 2 VCT plc (4) in the Agreed Form in relation to loans advanced by Foresight VCT plc and Foresight 2 VCT plc to the Company;

"Encumbrance"	includes any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect,
"KVN DCG Option Shares"	1,000 DCG Ordinary Shares to be issued to Ken Vere Nicoll pursuant to the exercise of options issued to him by the Company pursuant to an option agreement dated 25 January 2007 as extended by agreement on 11 May 2011,
"Long-Stop Date"	31 May 2014 or such other date as the Sellers and the Buyer may agreed in writing,
"Monitoring Agreements"	the individual monitoring agreements between the Buyer and each of Jerzy George Zaremba, Information Technology Distribution Limited, Lindy Jane Zaremba, Leslie Zaremba, Mark Zaremba and Barbara Novak, in each case dated 16 June 2005 as assigned to Foresight VCT plc, Foresight 2 VCT plc and Foresight 4 VCT plc in the proportions set out in a share transfer agreement and assignment dated 5 July 2010 between Jerzy George Zaremba and Others (1), Foresight VCT plc and Others (2) and the Buyer (3);
"Monitoring Fees"	any and all accrued but unpaid fees outstanding to each of Foresight VCT plc, Foresight 2 VCT plc and Foresight 4 VCT plc in respect of their respective proportional entitlements pursuant to the Monitoring Agreements,
"Sale Shares"	111,591 DCG Ordinary Shares, 50,428 DCG "A" Ordinary Shares, 48,286 DCG "AA" Ordinary Shares and 29,409 DCG Preferred Ordinary Shares, issued credited as fully paid and comprising the entire issued share capital of the Company (other than the DCG Deferred Shares) and registered in the name of the Sellers (on the assumption that the DCG Share Transfers have been completed and the KVN DCG Option Shares issued)
"Seller Majority"	such shareholders of the Company who together hold a majority of the issued Sale Shares, and
"Tax Act"	Income Tax Act 2007, as amended

1.2 Unless the context otherwise expressly requires, words and expressions which are otherwise defined in the Companies Act 2006 shall have the same meaning when used in this agreement

1.3 A reference to any statutory or other legislative provision shall be interpreted as a reference to that provision as in force at the date of this agreement and, additionally, in respect of any earlier or later date, where the context so admits, as a reference to any and all provisions in force at that earlier date of which it is a re-enactment or in force at that later date which are a re-enactment thereof (in each case whether with or without modification)

1 4 Clause headings do not affect the interpretation of this agreement. A reference to a clause shall be interpreted as a reference to the clause of that number or letter in this agreement.

1 5 A "**person**" includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality)

1 6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular

1.7 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

1.8 A reference to "**writing**" or "**written**" includes faxes but not e-mail

1 9 References to "**the parties**" or to any "**party**" shall be to the parties or a party to this agreement unless otherwise stated

1.10 References to "**the Sellers**" shall include a reference to each of them and, unless the context otherwise expressly requires, to each of their respective personal representatives

1 11 The obligations of the Sellers pursuant to this agreement are several.

1 12 A reference to "**the Schedule**" is a reference to the schedule to this agreement, which is an integral part of this agreement

2. CONDITIONS PRECEDENT

2 1 The obligations of the parties (other than those under this clause 2) are conditional on the satisfaction or waiver of the Conditions by the Buyer and a Seller Majority on or before the Long-Stop Date (so that the beneficial ownership in the Sale Shares shall not pass until the Conditions are satisfied or waived in accordance with this agreement)

2 2 The Sellers and the Buyer shall (subject to clause 2.3) use their reasonable endeavours to procure the satisfaction of the Conditions

2 3 The Sellers (acting by a Seller Majority) and the Buyer reserve the right to waive the Conditions wholly or in part and conditionally or otherwise (to such extent as they may jointly agree in writing) on or prior to the Long-Stop Date

2.4 Any waiver by the Sellers or the Buyer under clause 2 3 is without prejudice to any other rights which the Sellers or the Buyer (as the case may be) may have under this agreement

2 5 If the Conditions are not satisfied by the Long-Stop Date, then this agreement shall terminate and shall (save in respect of any antecedent breach) be of no further force or effect

3 CONDUCT OF BUSINESS OF THE COMPANY AND THE BUYER PENDING COMPLETION

3 1 Until Completion or the earlier termination of the obligations of the parties under this agreement pursuant to clause 2 5, the Sellers shall:

3 1 1 procure that the business of the Company is carried on, subject to financial constraints, in the ordinary course and in the same manner as before the date of this agreement so as to maintain the Company as a going concern and, for that purpose, shall use all reasonable endeavours to preserve the business organisation of the Company intact,

3 1 2 consult with the Buyer regarding significant management decisions regarding the Company; and

3.1 3 procure that the Company, subject to financial constraints, pays or otherwise discharges all of its debts and liabilities as and when they fall due in the ordinary course of business.

3 2 Until Completion or the earlier termination of the obligations of the parties under this agreement pursuant to clause 2 5, the Buyer shall

3 2 1 carry on, subject to financial constraints, its business in the ordinary course and in the same manner as before the date of this agreement so as to maintain the Buyer as a going concern and, for that purpose, shall use all reasonable endeavours to preserve the business organisation of the Buyer intact,

3 2 2 consult with the Seller Majority regarding significant management decisions regarding the Buyer, and

3 2 3 subject to financial constraints, the Buyer should pay or otherwise discharge all of its debts and liabilities as and when they fall due in the ordinary course of business

4 AGREEMENT TO SELL & PURCHASE

4 1 Subject to the terms of this agreement, on Completion each of the Sellers, as legal and beneficial owner and with full title guarantee, shall transfer and the Buyer shall acquire the number of the Sale Shares set opposite the respective names of the Sellers in the relevant column of the Schedule

4.2 The Buyer shall not be obliged to complete the acquisition of any of the Sale Shares unless the acquisition of all the Sale Shares and the DCG Deferred Shares (if any) is completed simultaneously

4 3 Each of the Sellers waives all rights of pre-emption which they respectively may have, whether under the articles of association of the Company or otherwise, in respect of the transfer of the Sale Shares pursuant to this agreement.

5 CONSIDERATION

5 1 The consideration for the Sale Shares shall be the allotment at Completion to each of the Sellers of the number and class of Consideration Shares set opposite the names of the Seller concerned in the relevant column of Schedule 1

5 2 The Consideration Shares shall have the rights set out in the AOG New Articles

5 3 For the purposes of (and by reference to) Article 4.2.2 of the Articles (or, as the case may be, of the Interim Articles), the Sellers (including the holders of Equity Shares (as defined in the Articles (or, as the case may be, of the Interim Articles)) agree and expressly confirm that the apportionment of the consideration for the Sale Shares shall be as set out in this agreement and not on the basis set out in Article 4 2 1 of the Articles of Association of the Company

6 COMPLETION

6.1 Date of completion

Completion of the sale and purchase of the Sale Shares shall take place not later than 5 00pm on the Completion Date (or as may otherwise be agreed between the Buyer and a Seller Majority),

6.2 Seller's obligations

On Completion the Sellers shall:

6 2 1 deliver to the Buyer

6 2 1.1 the duly executed transfers of the Sale Shares by the Sellers in favour of the Buyer,

6 2 1.2 the relevant share certificates (or appropriate indemnities in form approved by the Buyer) in respect of the Sale Shares,

6 2.1.3 duly executed Deed of Novation,

6 2.1 4 certified copies of any power of attorney under which any of the transfers referred to in clause 6 2.1 1 may have been executed, and

6 2 1 5 the statutory and other books (duly written up to date) of the Company and its certificate of incorporation and common seal (if any),

6 2 2 procure that the Company delivers to the Buyer any documentation required relating to the sale of the DCG Deferred Shares (if any) to the Buyer;

6 2 3 procure the passing by the board of directors of the Company of a resolution to register the transfers referred to in clause 6 2.1 1; and

6 2 4 deliver to the Buyer all and any documents that are required to be executed by the Sellers (including, without limitation, any such documents which are in the Agreed Form) in connection with (i) the transfer of the Sale Shares contemplated by this agreement and (ii) as are necessary (in the opinion of the Buyer acting reasonably) in connection with the DCG Restructuring

6 3 **Buyer's obligations**

On Completion, and against compliance by the Sellers with their obligations under clause 6 2, the Buyer shall enter into the Deed of Novation, satisfy the consideration for the Sale Shares in accordance with clause 5 and deliver to the Sellers duly executed certificates in respect of the Consideration Shares and register the Sellers as the holders of such shares in its register of members.

6 4 **Post completion obligations**

6 4 1 Immediately following completion, the parties to this agreement shall, and the Buyer shall procure that all other parties to the AOG New Shareholders' Agreement and DCG Termination Deed, enter into such agreements

6 4.2 Immediately following completion, the Buyer shall procure that the Company adopts the DCG Subsidiary Articles.

6.4.3 The Buyer shall procure that it and its subsidiaries (including the Company) enter into a composite debenture and guarantee to be in the Agreed Form to be granted by the Buyer and its subsidiaries to the Sellers which are lenders to DCG in respect of the loans to be novated to the Buyer.

6 4.4 The Buyer shall procure that the existing directors (other than Martin Peck and Russell Healey) of the Buyer (and any subsidiary of the Buyer) shall resign as a director of the Buyer (or, as the case may be, subsidiary) and that Alan Back is appointed as a director of the Buyer (and any subsidiary of the Buyer).

7 **DECLARATION OF TRUST**

7 1 Each of the Sellers declares that, for so long as they remain the registered holder of any of the Sale Shares after Completion he/it will.

7 1 1 stand and be possessed of those of the Sale Shares concerned and the dividends and other distributions of profits or surplus or other assets in respect thereof and all rights arising out of or in connection therewith on trust for the Buyer and its successors in title,

7 1 2 at all times thereafter deal with and dispose of those of the Sale Shares concerned and all such dividends, distributions and rights as the Buyer or any such successor may direct;

7 1 3 at the request of the Buyer or any such successor, vote at all meetings which he/it shall be entitled to attend as the holder of those of the Sale Shares concerned in such manner as the Buyer or any such successor may direct, and

7 1 4 if so requested by the Buyer or any such successor, execute all instruments of proxy or other documents which the Buyer or any such successor may reasonably require and which may be necessary or expedient to enable the Buyer or any such successor to attend and vote at any such meeting including without limitation a power of attorney in favour of the Buyer or any such successor

7.2 Each of the Sellers will (if requested by the Buyer) irrevocably appoint the Buyer or any such successor to be his/its attorney and in his/its name and on his/its behalf to sign any written resolution of the members of the Company and to execute all instruments of proxy or other documents which the Buyer or any such successor may reasonably require and may be necessary or expedient to enable the Buyer or any such successor to attend and vote at any such meeting.

8. **AGREEMENT SURVIVES COMPLETION**

This agreement (other than obligations that have already been fully performed) remains in full force after Completion

9 **FURTHER ASSURANCE ETC**

9.1 Each of the Sellers agrees that, on being requested in writing by the Buyer to do so, he/it shall, at the Buyer's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this agreement

9.2 The parties to this agreement agree to use their respective reasonable endeavours to ensure fulfilment of all of the Conditions and further undertake to approve, sign or execute (as the case may be) any document referred to in such conditions and/or to otherwise implement the DCG Restructuring and the Acquisition including, but not limited to, the documents referred to as being in Agreed Form, shareholder resolutions, consents, and notices.

9 3 Each of Foresight VCT plc, Foresight 2 VCT plc and Foresight 4 VCT plc hereby acknowledge and agree that the Monitoring Fees are hereby waived in all respects and that the Company shall have no further obligations or liabilities to any of them in respect of the Monitoring Fees.

10. **WHOLE AGREEMENT**

10.1 This agreement, and any documents referred to in it, constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover

10.2 Each party acknowledges that in entering into this agreement, and any documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in this agreement or those documents

10 3 Nothing in this clause 10 operates to limit or exclude any liability for fraud.

11. **ASSIGNMENT**

11 1 No party may assign, or grant any Encumbrance over, or sub-contract, or deal in any way with, any of its rights under this agreement or any document referred to in it without the prior written consent of all the other parties

11.2 Each party that has rights under this agreement is acting on its own behalf

12 **VARIATION & WAIVER**

12 1 This agreement or any Agreed Form document may be varied with the consent in writing of the Buyer and a Seller Majority The parties (as applicable) undertake not to withhold their agreement to make such amendments to this agreement to the extent required to secure the assurances to the HMRC applications referred to in paragraphs 6 and 7 of Schedule 2 subject to there being no material detriment to them as a result of giving such agreement.

12 2 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the person to which the waiver is addressed and the circumstances for which it is given.

12 3 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof

12.4 No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy

12.5 Unless specifically provided otherwise, rights and remedies arising under this agreement are cumulative and do not exclude rights and remedies provided by law

13 **THIRD PARTY RIGHTS**

13.1 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act

13 2 The right of the parties to terminate, rescind or agree any amendment, variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement

14. **COUNTERPARTS**

This agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all the counterparts shall together be deemed to constitute one and the same agreement.

15. **BINDING EFFECT**

This agreement may be entered into and dated notwithstanding that not all of the Sellers have signed it If not all the Sellers have signed this agreement on or before the date of this agreement, it shall nevertheless bind those of the Sellers who have so signed it and shall bind each of the other Sellers as and when they respectively sign the agreement

16. **GOVERNING LAW & JURISDICTION**

This agreement shall be governed by and construed in accordance with the laws of England and Wales. Each of the parties irrevocably submits for all purposes in connection with this agreement to the exclusive jurisdiction of the courts of England.

SIGNED by or behalf of the parties on the day and year first above written.

SCHEDULE 1

DETAILS OF THE SELLERS, SALE SHARES AND CONSIDERATION SHARES

Shareholder Name and Address	Number of Sale Shares				Number of Consideration Shares			
	DCG Ordinary Shares	DCG "A" Ordinary Shares	DCG "AA" Ordinary Shares	DCG Preferred Ordinary Shares	AOG "D1" Ordinary Shares	AOG "D2" Ordinary Shares	AOG "D3" Ordinary Shares	AOG "E" Ordinary Shares
Neil Hewer 17 Junction Road Burgess Hill West Sussex RH15 0NX	779	-	-	-	-	-	-	37,803,028,448
Ken Vere Nicoll 28 Wallingford Avenue London W10 6PX	4,779	-	-	-	-	-	-	231,913,572,471
Martin Peck 30 Crofton Avenue Chiswick W4 3EW	20,538	-	-	-	-	-	-	996,660,588,283
Alan Back Walnut Tree Cottage 20 The Street West Horsley Surrey KT24 6AX	16,428	-	-	-	-	-	-	797,212,004,300
Charlotte Histed 2 Terrapins 33 Lovelace Road Surbiton Surrey KT6 6NB	1,500	-	-	-	-	-	-	72,791,454,008
Data Continuity Group EBT c/o Data Continuity Group Limited Bridge House	9,521	-	-	-	-	-	-	462,031,622,409

1 Brants Bridge Bracknell Berks RG12 9BG								
Foresight VCT plc (Planned Exit Pool) ECA Court 24-26 South Park Sevenoaks Kent TN13 1DU	5,063	6,964	-	-	337,946,457,143	-	-	245,695,421,096
Foresight VCT plc (Ordinary Pool) ECA Court 24-26 South Park Sevenoaks Kent TN13 1DU	35,940	27,375	36,215	22,057	1,328,444,035,653	1,757,428,337,942	1,070,374,067,374	1,744,083,238,041
Foresight 2 VCT plc (Planned Exit Pool) ECA Court 24-26 South Park Sevenoaks Kent TN13 1DU	5,063	6,964	-	-	337,946,457,143	-	-	245,695,421,096
I&G VCT plc 20 Haymarket London SW1Y 4EX	11,980	9,125	12,071	7,352	442,814,678,551	585,777,094,223	356,775,179,913	581,361,079,347
TOTAL	**111,591**	**50,428**	**48,286**	**29,409**	**2,447,151,628,490**	**2,343,205,432,165**	**1,427,149,247,287**	**5,415,247,429,499**

SCHEDULE 2

CONDITIONS PRECEDENT

1 Completion of the DCG Restructuring.

2 Completion of the AOG Restructuring.

3 Completion of the AOG Further Investment

4 The DCG Share Transfers having been completed and the DCG register of members updated to reflect such transfers

5. The DCG KVN Option Shares having been issued and the DCG register of members updated to reflect such transfers

6. To the extent any outstanding options over shares in the capital of the Company are exercised on or before Completion, the Buyer being in a position to complete the acquisition of each such share issued in consideration for the issue of an AOG "E" Ordinary Share

7. The warrants over 48,286 DCG "AA" Ordinary Shares having been exercised by The Income & Growth VCT plc, Foresight VCT plc and Foresight 2 VCT plc (and such DCG "AA" Ordinary Shares having being issued and the DCG register of members updated to reflect such share issues)

8. Either the Company having itself purchased the DCG Deferred Shares and/or the Buyer being in a position to complete the acquisition of each DCG Deferred Share (if any) in consideration for the issue of an AOG Deferred Share

9 The Buyer having all necessary authorities to issue the Consideration Shares to the Sellers and the AOG Deferred Shares to the holders of DCG Deferred Shares (if any).

10. Assurances being received from HMRC pursuant to an application to be in the Agreed Form that, in respect of any member of the Company and the Buyer which is a venture capital trust, the shareholdings and loans regarded as qualifying holdings in the Company and/or the Buyer as at the date of hereof, the AOG Further Loans and in respect of the AOG Further Investment will be maintained.

11 Assurances being received in connection with the sale of the Sale Shares and the DCG Deferred Shares (if any) in exchange of the issue of the Consideration Shares and the AOG Deferred Shares (if any) respectively pursuant to section 138 of the Taxation of Chargeable Gains Act 1992 and section 701 of the Tax Act from HMRC pursuant to an application to be in the Agreed Form

12 Any consent required in respect of the AOG Restructuring, the DCG Restructuring and the sale of the Sale Shares and the DCG Deferred Shares (if any) in exchange of the issue of the Consideration Shares and the AOG Deferred Shares (if any) being received respectively from the bankers to the Buyer or the bankers to the Company (including a composite debenture and guarantee to be in the Agreed Form to be granted by the Buyer and its subsidiaries to the Sellers which are lenders to DCG in respect of the loans to be novated to the Buyer)

13 The entering into of any additional security over the Buyer and any of its subsidiaries to the bankers of the Company as requested by such bankers and any necessary priority or similar arrangements, in each case in a form acceptable to the Buyer and a Seller Majority.

14 Consent from any third party which is a party to any contract or arrangement with the Company or the Buyer which is capable of being terminated by such third party as a consequence of a change of control of the relevant company

15 Neither the Company nor the Buyer being insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986

16. No order having been made, petition presented or resolution passed for the winding up of the Company or the Buyer and there being no grounds on which any such order or petition could be made or presented and no such resolution having been presented by the members of the Company or of the Buyer or any of them

17. No distress, execution, statutory demand or other process having been levied which remains undischarged in respect of the Company or the Buyer and there being no outstanding judgement or court order against the Company or the Buyer nor either of them having stopped payment of its liabilities

18 No power to appoint a receiver having been exercised or having arisen in respect of the business or any of the assets of the Company or the Buyer

SIGNED by **NEIL HEWER**

SIGNED by **KEN VERE NICOLL**

SIGNED by **MARTIN PECK**

SIGNED by **ALAN BACK**

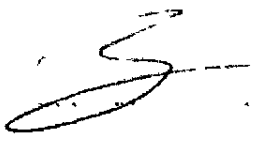
SIGNED by **CHARLOTTE HISTED**

SIGNED by **MARTIN PECK AND ALAN BACK AS TRUSTEES OF THE DATA CONTINUITY GROUP EBT**

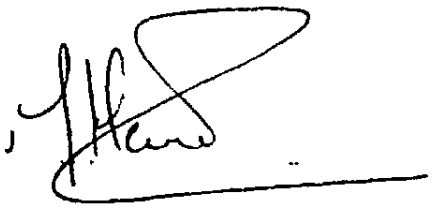
SIGNED for and on behalf of
FORESIGHT VCT PLC
(acting by attorney)

SIGNED for and on behalf of
FORESIGHT 2 VCT PLC
(acting by attorney)

SIGNED for and on behalf of
THE INCOME & GROWTH VCT PLC
(acting by attorney)



SIGNED by **NEIL HEWER**



SIGNED by **KEN VERE NICOLL**

SIGNED by **MARTIN PECK**

SIGNED by **ALAN BACK**

SIGNED by **CHARLOTTE HISTED**



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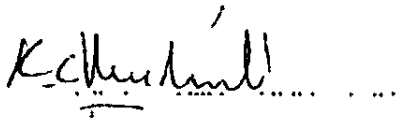
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SIGNED by **KEN VERE NICOLL**



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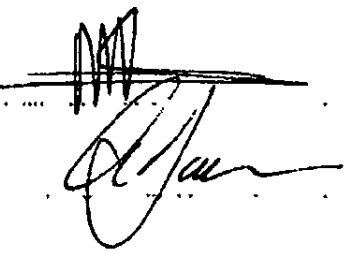


SIGNED by **ALAN BACK**



SIGNED by **CHARLOTTE HISTED**

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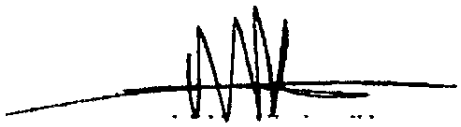


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(acting by attorney)

SIGNED for and on behalf of
FORESIGHT 2 VCT PLC
(acting by attorney)

SIGNED for and on behalf of
THE INCOME & GROWTH VCT PLC
(acting by attorney)

SIGNED for and on behalf of
ALWAYSON GROUP LIMITED



SIGNED by **NEIL HEWER**

SIGNED by **KEN VERE NICOLL**

SIGNED by **MARTIN PECK**

SIGNED by **ALAN BACK**

SIGNED by **CHARLOTTE HISTED**

SIGNED by **MARTIN PECK AND ALAN BACK AS TRUSTEES OF THE DATA CONTINUITY GROUP EBT**

SIGNED for and on behalf of
FORESIGHT VCT PLC
(acting by attorney)
acting by its duly appointed agent FORESIGHT GROUP CI LIMITED
acting by



Paul Smith

SIGNED for and on behalf of
FORESIGHT 2 VCT PLC
(acting by attorney)
acting by its duly appointed agent FORESIGHT GROUP CI LIMITED
acting by



Paul Smith

SIGNED for and on behalf of
THE INCOME & GROWTH VCT PLC
(acting by attorney)

DATED 1 May **2014**

(1) FORESIGHT VCT PLC AND OTHERS

(2) ALWAYSON GROUP LIMITED

VARIATION AGREEMENT

- relating to -

DATA CONTINUITY GROUP LIMITED

Reference FO939 250

sgh | martineau llp

No 1 Colmore Square, Birmingham, B4 6AA
T 44(0)800 763 1000 F:44(0)800 763 2001 DX 721090 Birmingham 43
Also At: One America Square, Crosswall, London, EC3N 2SG
DX 700 London City
www sghmartineau com Email lawyers@sghmartineau.com

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6	GOVERNING LAW & JURISDICTION	2

THIS AGREEMENT is made 1 on May 2014

BETWEEN:

(1) **THE PARTIES** whose names are set out in column 1 of the Schedule of the Share Exchange Agreement (each a "**Seller**" and together "**the Sellers**"),

(2) **PETER WILKS** of 5 Haslemere Gardens, Oxford OX2 8EZ ("**PW**"), and

(3) **ALWAYSON GROUP LIMITED**, a company registered in England and Wales with registration number 04348334, whose registered office is at 1 Napier Court, Napier Road, Reading, Berkshire RG1 8BW ("**the Buyer**")

RECITALS:

(A) On 6 March 2014 all of the parties (save for Kenneth Vere Nicoll) entered into a share exchange agreement ("the **Share Exchange Agreement**") in relation to the acquisition by the Buyer of the entire issued share capital of Data Continuity Group Limited (defined therein as "the Company")

(B) The Sellers and the Buyer have agreed to waive certain of the Conditions and also wish to vary the terms of the Share Exchange Agreement on the terms set out herein

(C) PW has agreed to sell his entire shareholding in the Company to the Buyer on the terms set out herein

(D) The parties are entering into this agreement in consideration of the mutual obligations, undertakings and waivers being given by each of them

(E) Words and expressions defined in the Share Exchange Agreement (as may be amended pursuant to this agreement) shall have the same meaning and effect in this agreement

IT IS AGREED as follows

1 **WAIVER OF CONDITIONS PRECEDENT**

Each of the parties hereby agrees as follows

1 1 the requirement for the 1,053,520 redeemable preference shares of 1p each in the capital of the Buyer held by Russell Parker and Paul Barry-Walsh to be purchased by the Buyer for an aggregate consideration equal to the nominal value thereof as part of the AOG Restructuring shall be waived and such shares shall instead be subdivided and redesignated into AOG "O1" Shares (with the definition of the AOG Restructuring being read and construed accordingly),

1 2 the Condition contained in paragraph 4 of Schedule 2 to the Share Exchange Agreement shall be waived, subject to PW completing the sale of the DCG Transfer Shares to the Buyer in accordance with the provisions of this agreement, and

1 3 the Condition contained in paragraph 8 of Schedule 2 to the Share Exchange Agreement shall be deemed to have been satisfied, notwithstanding the fact that the DCG Deferred Shares were acquired by Martin Peck before being purchased by the Company

2 **PW'S SHARES**

2 1 PW agrees with the Buyer that, on Completion PW, as legal and beneficial owner and with full title guarantee, shall sell to the Buyer and the Buyer shall buy the DCG Transfer Shares in consideration of the allotment at Completion to PW of 571,267,331,058 "E" Ordinary Shares, issued credited as fully paid ("the **PW Share Exchange**")

2 2 PW and the Buyer agree that the provisions of the Share Exchange Agreement shall apply to the PW Share Exchange as if he were named in the Share Exchange Agreement (as varied by this agreement) as one of the Sellers and as if the "E" Ordinary Shares referred to in clause 2 1 were Consideration Shares

3 **VARIATIONS TO SHARE EXCHANGE AGREEMENT**

3 1 The parties agree and acknowledge that the Share Exchange Agreement shall be varied so that, with effect from the date hereof, Schedule 1 shall be replaced by a new Schedule 1, in the form set out in Schedule 1 to this agreement

3 2 The parties confirm that, notwithstanding the amendments made pursuant to this agreement, the terms set out in the Share Exchange Agreement remain in full force and effect

4 **VARIATIONS TO DOCUMENTS IN THE AGREED FORM**

4 1 The parties agree that the AOG New Articles shall be amended as follows·

4 1 1 by adding the words "(subject to a minimum of £nil)" after the references to "£96,594" in articles 4 2 2 and 4 2 3 4,

4 1 2 by adding a new article 10 4 to the effect that the pre-emption rights contained in article 11 shall not apply to any proposed transfer of the 11,772 "E" Ordinary Shares issued to Peter Wilks pursuant to the PW Share Exchange, provided that such transfer is made with the prior written consent of the Investor Director (as defined in the AOG New Articles

4 2 The parties agree that the New Shareholders' Agreement shall be varied so that, with effect from the date hereof, Schedule 2 (share capital table) shall be replaced by a new Schedule 2, in the form set out in Schedule 2 to this agreement

5 **KENNETH VERE NICOLL**

Kenneth Vere Nicoll hereby agrees that the provisions of the Share Exchange Agreement (as varied by this agreement) shall apply to him in the manner set out therein and that he shall observe and be bound by all of the obligations imposed on him thereunder (so far as the same remain subsisting and unfulfilled) in all respects as if he had entered into it on 6 March 2014 as one of the Sellers

6 **COUNTERPARTS**

This agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all the counterparts shall together be deemed to constitute one and the same agreement

7 **BINDING EFFECT**

This agreement may be entered into and dated notwithstanding that not all of the Sellers have signed it If not all the Sellers have signed this agreement on or before the date of this agreement, it shall nevertheless bind those of the Sellers who have so signed it and shall bind each of the other Sellers as and when they respectively sign the agreement

8 **GOVERNING LAW & JURISDICTION**

This agreement shall be governed by and construed in accordance with the laws of England and Wales Each of the parties irrevocably submits for all purposes in connection with this agreement to the exclusive jurisdiction of the courts of England

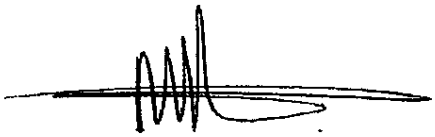
SIGNED by or behalf of the parties on the day and year first above written.

SIGNED by **NEIL HEWER**



SIGNED by **KENNETH VERE NICOLL**

SIGNED by **MARTIN PECK**



SIGNED by **ALAN BACK**

SIGNED by **CHARLOTTE HISTED**



SIGNED by **MARTIN PECK AND ALAN BACK AS TRUSTEES OF THE DATA CONTINUITY GROUP EBT**



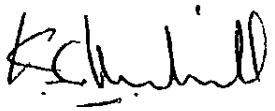
SIGNED by
FORESIGHT VCT PLC
acting by its duly appointed attorney
FORESIGHT GROUP CI LIMITED
acting by

SIGNED by
FORESIGHT 2 VCT PLC
acting by its duly appointed attorney
FORESIGHT GROUP CI LIMITED
acting by

SIGNED by
THE INCOME & GROWTH VCT PLC
acting by its duly appointed attorney

SIGNED by **NEIL HEWER**

SIGNED by **KENNETH VERE NICOLL**



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SIGNED by **ALAN BACK**

SIGNED by **CHARLOTTE HISTED**

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acting by.

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FORESIGHT 2 VCT PLC
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FORESIGHT GROUP CI LIMITED
acting by

SIGNED by
THE INCOME & GROWTH VCT PLC
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SPA VARIATION

SIGNED by **NEIL HEWER**

SIGNED by **KENNETH VERE NICOLL**

SIGNED by **MARTIN PECK**

SIGNED by **ALAN BACK**



SIGNED by **CHARLOTTE HISTED**

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FORESIGHT VCT PLC
acting by its duly appointed attorney
FORESIGHT GROUP CI LIMITED
acting by

as authorised representatives of JTC (Guernsey) Limited

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FORESIGHT 2 VCT PLC
acting by its duly appointed attorney
FORESIGHT GROUP CI LIMITED
acting by

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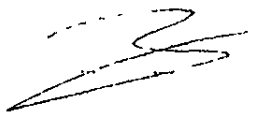
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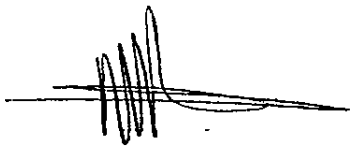
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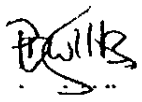
SIGNED for and on behalf of
ALWAYSON GROUP LIMITED



SIGNED by **PETER WILKS**

SIGNED for and on behalf of
ALWAYSON GROUP LIMITED

SIGNED by **PETER WILKS**



SCHEDULE 1

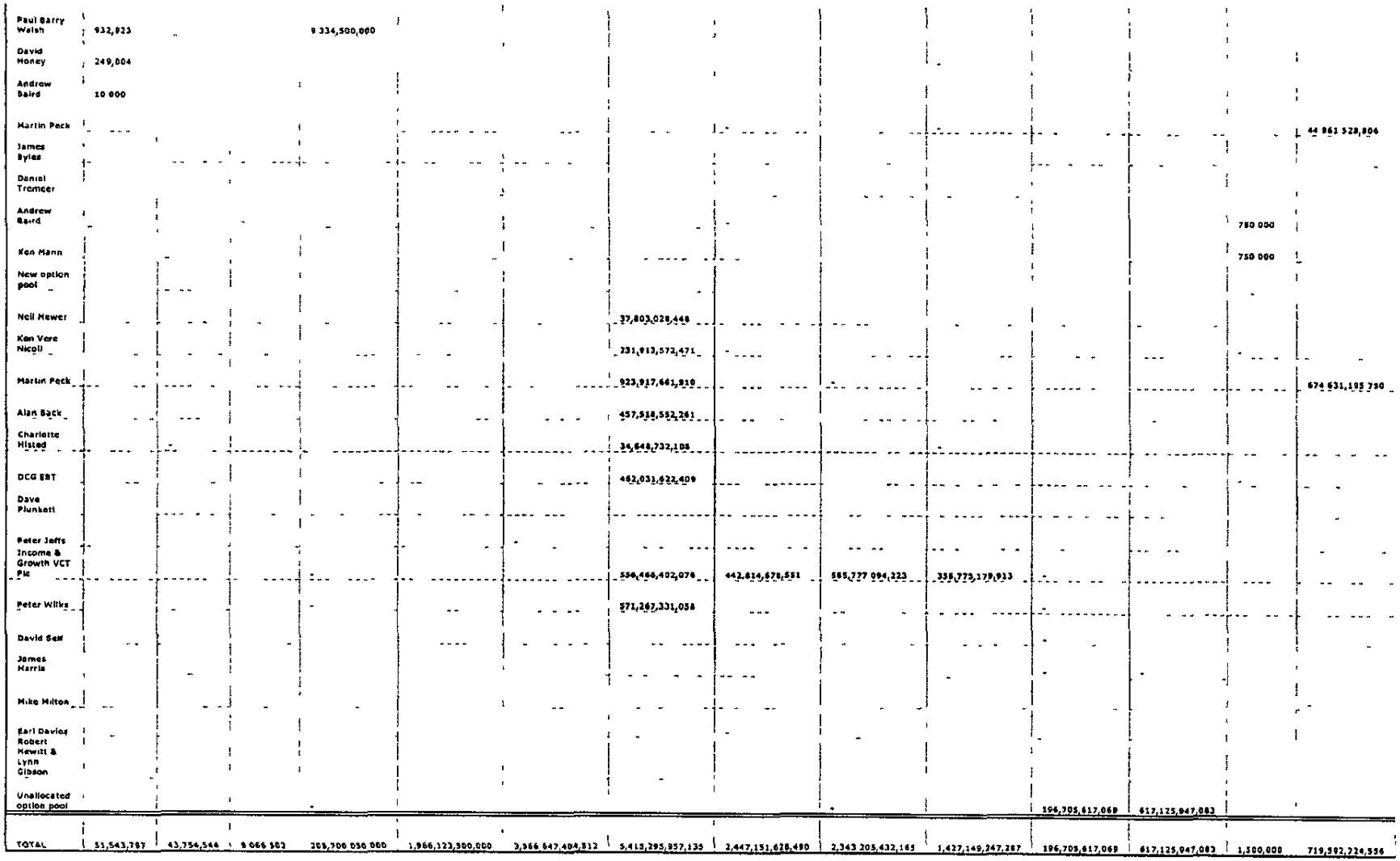
DETAILS OF THE SELLERS, SALE SHARES AND CONSIDERATION SHARES

Shareholder Name and Address	Number of Sale Shares				Number of Consideration Shares			
	DCG Ordinary Shares	DCG "A" Ordinary Shares	DCG "AA" Ordinary Shares	DCG Preferred Ordinary Shares	AOG "D1" Ordinary Shares	AOG "D2" Ordinary Shares	AOG "D3" Ordinary Shares	AOG "E" Ordinary Shares
Neil Hewer 17 Junction Road Burgess Hill West Sussex RH15 0NX	779	-	-	-	-	-	-	37,803,028,448
Ken Vere Nicoll 28 Wallingford Avenue London W10 6PX	4,779	-	-	-	-	-	-	231,913,572,471
Martin Peck 30 Crofton Avenue Chiswick W4 3EW	19,039	-	-	-	-	-	-	923,917,661,910
Alan Back Walnut Tree Cottage 20 The Street West Horsley Surrey KT24 6AX	9,428	-	-	-	-	-	-	457,518,552,261
Charlotte Histed 2 Terrapins 33 Lovelace Road Surbiton Surrey KT6 6NB	714	-	-	-	-	-	-	34,648,732,108
Data Continuity Group EBT c/o Data Continuity Group Limited	9,521	-	-	-	-	-	-	462,031,622,409

Bridge House 1 Brants Bridge Bracknell Berks RG12 9BG								
Foresight VCT plc (Planned Exit Pool) ECA Court 24-26 South Park Sevenoaks Kent TN13 1DU	4,846	6,964	-	-	337,946,457,143	-	-	235,164,924,083
Foresight VCT plc (Ordinary Pool) ECA Court 24-26 South Park Sevenoaks Kent TN13 1DU	34,401	27,375	34,793	22,057	1,328,444,035,653	1,757,428,337,942	1,070,374,067,374	1,669,399,206,228
Foresight 2 VCT plc (Planned Exit Pool) ECA Court 24-26 South Park Sevenoaks Kent TN13 1DU	4,846	6,964	-	-	337,946,457,143	-	-	235,164,924,083
I&G VCT plc 20 Haymarket London SW1Y 4EX	11,467	9,125	12,071	7,352	442,814,678,551	585,777,094,223	356,775,179,913	556,466,402,076
Peter Wilks 5 Haslemere Gardens Oxford OX2 8EZ	11,772	-	-	-	-	-	-	571,267,331,058
TOTAL	111,592	50,428	46,864	29,409	2,447,151,628,490	2,343,205,432,165	1,427,149,247,287	5,415,295,957,135

SCHEDULE 2

Shareholder Name	Ordinary Shares	"A" Ordinary Shares	"AA" Ordinary Shares	"D1" Ordinary Shares	"B" Ordinary Shares	"C" Ordinary Shares	"E" Ordinary Shares	"D1" Ordinary Shares	D2 Ordinary Shares	"D3" Ordinary Shares	Options over Ordinary Shares	Options over "E" Ordinary Shares	Warrants over Ordinary Shares	"F" Ordinary Shares
Nominal value (p)	*1.0000000*	*1.0000000*	*1.0000000*	*0.0001000*	*0.0000001*	*0.0000001*	*0.0000001*	*0.0000001*	*0.0000001*	*0.0000001*	*1.0000000*	*0.00000010*	*1.0000000*	*0.00000010*
Foresight VCT plc (Ordinary Pool)	12 757,804	11 890 750	1 813 300	54 044,840 000	383,224 700 000	1 711,990 754,166	1 659 399 208 228	1 328,444 035,653	1,757 428,337,842	1,070,374 067,374	-			
Foresight VCT plc (Planned Exit)							335,164 924 083	337 946 457,143						
Foresight 2 VCT plc (Ordinary)	22 145,000	23,838 826	6 044,335	108,089 920,000	1 310,749,000,000									
Foresight 2 VCT Plc (Planned Exit)							235,164 924,083	337,946 457 143						
Foresight 4 VCT PLC	8 505 206	7,927,168	1 208,867	36,020,990 000	262,149 880,000	1 854 636 830,346								
Mark Zaremba	1 092 190													
James Zaremba	500 000													
Kathryn Zaremba	500,000													
Marian Zaremba	1 500,000													
Leslie Zaremba	250,000													
Barbara Zaremba	250,000													
Russell Parker	120,000			1,200 700,000										
David Tyrell Gait Anderson (was Lavender)	75 000													
Hugh Nolan	250,000													
Mark Spearman	1 250,000													
David Patteson	250,000													
Graham Brown	250,000													
Lucy Helen Young	75,000													
Ben White	75,000													
Joe Moore	100,000													
Robert Duncan	106,670													
Keith & Manjit Bhatia	50,000													



Paul Barry Welsh	932,923		9 334,500,000										
David Honey	249,004												
Andrew Baird	10 000												
Martin Peck													44 861 528,806
James Byles													
Daniel Tremeer													
Andrew Baird												780 000	
Ken Mann												750 000	
New option pool													
Neil Mewer							37,803,028,448						
Ken Vere Nicoll							231,913,572,471						
Martin Peck							923,917,661,910						674 631,195 730
Alan Back							457,518,552,261						
Charlotte Histed							34,648,732,105						
DCG EBT							462,031,622,409						
Dave Plunkett													
Peter Jaffs Income & Growth VCT Plc							536,466,402,076	442,814,678,551	585,777 094,223	338,773,179,933			
Peter Wilks							571,267,331,058						
David Seif													
James Harris													
Mike Milton													
Earl Davies													
Robert Hewitt & Lynn Gibson													
Unallocated option pool											196,705,617,069	617,125,947,083	
TOTAL	51,543,787	43,754,544	9 066 583	355,906 050 000	1,966,123,500,000	3,366 647,404,812	5,413,295,857,138	2,447,151,628,490	2,343 205,432,165	1,427,149,247,287	196,705,617,069	617,125,947,083	1,500,000	719,592,224,536