

TRI CAPITAL – GENERAL POWER OF ATTORNEY

I, _____ *(insert full name of grantor, then initial)*

of _____ *(insert address of grantor, then initial)*

CONSIDERING THAT (ONE) I am of sufficient means to meet the criteria for either a “Certified High Net Worth Individual”, “Certified Sophisticated Investor” or a “Self-Certified Sophisticated Investor” as defined in The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) and (TWO) I wish to make various “business angel” investments and reinvestments as a member of TRI Capital Limited (as hereinafter defined) from time to time in various companies (including but not limited to early stage technology companies) and may have previously made such investments (“my Investments”) and (THREE) I wish to appoint an attorney in respect of my Investments, DO HEREBY APPOINT **ROBERT IAN DICK, ALEXANDER GAVIN MARK STEVENSON, PATRICK JOSEPH SCOTT PLUMMER, JOHN MURRAY WALKER BURGON and JAMIE HOUSTON ANDREW** (all directors of **TRI CAPITAL LIMITED**, a company registered in Scotland under registration number SC275932 and having its registered office at St Dunstons House, High Street, Melrose, Roxburghshire TD6 9RU, at the date of my execution of these presents), and each of them alone and the survivor of them to be my attorneys from the date hereof (each of them separately and the survivor being hereinafter referred to as “my Attorney”) with full power and authority in their absolute discretion in my name and on my behalf to consider, negotiate, vary, agree, and execute any document (including but not limited to any articles of association), share application form, resolution, board minute, disclosure letter, deed, agreement (including but not limited to any heads of agreement and investment agreement) relating to my Investments, and to do all acts and things whatsoever and to execute, sign and deliver all deeds and documents considered by my Attorney to be necessary or advisable in connection with any share sale, merger, asset sale or initial public offering (an “Exit”) in relation to my Investments, or do anything ancillary thereto, on such terms as I may direct, including, without limitation:

- (i) to consider, negotiate, vary, agree, execute and deliver any investment agreements involving syndicated investments with other members of TRI Capital Limited;
- (ii) to acknowledge and accept in writing the terms of any disclosure letter, business plan or accounts (or anything ancillary thereto) in relation to any investment agreements;
- (iii) to attend and vote at all meetings (including but not limited to general meetings of shareholders and investors meetings), agree, grant and execute, retrospectively if appropriate, any consents, variations, agreements, waivers, resolutions, written resolutions, forms of proxy, consents to short notice of any meetings, requisitions, notices, waiver of claims or waiver of pre-emption rights that may be required and/or may be necessary under the terms of any investment agreements which I am a party to, and/or the articles of association of any company that I am a shareholder of, and which I may competently do as a shareholder and/or as a party to the relevant investment agreement(s);
- (iv) submit any share certificate for cancellation (subject to the issue of a balancing certificate if appropriate);
- (v) to consider, negotiate, vary, agree, execute and deliver any agreement (including but not limited to any share sale agreement or asset sale agreement) relating to any Exit which I am a party to, which shall include my Attorney having full power and authority to agree on my behalf, any consideration payable and any warranties, covenants, representations and indemnities to be given by me in relation to any Exit;

- (vi) to consider, negotiate, vary, agree, execute and deliver any tax deed or indemnity relating to any Exit and which I am a party to;
- (vii) to consider, negotiate, vary, agree, execute and deliver any disclosure letter and/or disclosure schedules relating to any Exit;
- (viii) to consider, negotiate, vary, agree, execute and deliver a letter of indemnity in the event that any share certificate has been lost, misplaced or destroyed;
- (ix) to consider, negotiate, vary, agree, execute and deliver a stock transfer form transferring any interest in shares relating to any Exit and any power of attorney relating to the exercise of the rights attaching to any shares which may have been transferred pursuant to an Exit, prior to stamping and the registration of the buyer as the owner thereof;
- (x) to consider, negotiate, vary, agree, execute and deliver any consent to the termination of any existing investment agreement or any other shareholder consent, written resolution, form of proxy, consent to short notice or waiver of rights or claims relating to an Exit;
- (xi) agree the final accounting, allocation of costs, any indemnity or election in relation to tax or national insurance, any deductions from sales proceeds and to make payment of the subscription price for any shares and arrange the transfer to my designated bank account of the net amount due to me and agree any other documentation required to give effect to any Exit, including, without limitation, any escrow agreement, confidentiality agreement, non-competition agreement or agreement in relation to intellectual property rights; and
- (xii) to appoint one or more persons to act as substitute or substitutes in his place as my Attorney for all or any of the purposes referred to in this Power of Attorney (including without limitation any purchaser under any share sale agreement or asset sale agreement entered into on an Exit pursuant to sub-section (v) above so that without limitation the purchaser can exercise all rights, privileges or duties in relation to or attaching to the shares which I sell pursuant to such Exit Event until the date on which the said purchaser or nominee is entered in the register of members of the relevant company in respect of which I am selling my shares), and may revoke such appointment at any time provided that any such substitute power of attorney so entered into allows him to do so.

I HEREBY:

- (a) UNDERTAKE to ratify, allow and confirm all or whatsoever my Attorney shall do or purport to do or cause to be done in my name or on my behalf pursuant to this Power of Attorney; and all acts, deeds, documents, agreements and things done, executed or granted by my Attorney pursuant to this Power of Attorney shall be valid and binding as if done, executed or granted by me; and my Attorney shall incur no responsibility in respect of the acts and management of my Attorney or any omission or error attributable to my Attorney, except by virtue of my Attorney's gross negligence or fraud;
- (b) DECLARE that this Power of Attorney will at all times be binding on me in favour of third parties without further enquiry as to the authority of my Attorney or his exercise of the powers conferred by this Power of Attorney. Any person dealing with my Attorney in good faith shall be entitled to assume that this Power of Attorney has not been revoked. The exercise by my Attorney from time to time of any of the powers so conferred shall not constitute a revocation of the right to the further exercise of those powers;

- (c) CONFIRM that any action authorised under this Power of Attorney may be taken by any Attorney acting alone; and
- (d) AGREE that service of any proceedings pursuant to this Power of Attorney may be served on me at the address specified above or such other address as I may intimate in writing to my Attorney.

This Power of Attorney is irrevocable and shall remain in full force and effect until 31 December 2013.

This Power of Attorney shall be governed by and construed in accordance with the Law of Scotland and I hereby prorogate the non-exclusive jurisdiction of the Scottish Courts:-

IN WITNESS WHEREOF these presents consisting of this page and the two preceding pages only are executed as follows:

They are subscribed by

_____ (print full name of grantor)

at _____ (insert place of execution)

on _____ (insert date of execution)

Before this witness:-

_____ Witness (signature)

_____ Full Name of Witness (print)

_____ Address of Witness (print)

_____ **SIGNATURE OF GRANTOR**