

Private & Confidential

Ms Anita Darbar Real - time Analysis and News Limited Moor Place 1 Fore Street London EC2Y 5EJ NatWest Mentor 250 St Vincent Street, Glasgow,

G2 5SH

Telephone: 0800 634 7001 Facsimile: 0808 280 1260 Minicom: 0800 634 7008

www.natwestmentor.co.uk

ref: 57141

Date: 22/06/2017

Dear Ms Darbar,

Novation from Real - time Analysis and News Limited to The Jet Group Ltd of the Services Agreement between NatWest Mentor Services and the Outgoing Party defined as "the Contract".

We refer to the Contract between Real - time Analysis and News Limited, Moor Place 1 Fore Street, London, EC2Y 5EJ, (57141) and The Royal Bank of Scotland PLC trading as NatWest Mentor Services and ask you to confirm that you wish to transfer all your rights, obligations and liabilities under the Contract to The Jet Group Ltd, Moor Place 1 Fore Street, London, EC2Y 5EJ, (57141) with effect from the date of this Letter, the "Effective Date".

The Incoming Party is a Company registered in England and Wales Registration Number	
{} and its registered address is at:	

By countersigning this Letter, each of the Outgoing Party and the Incoming Party agrees that with effect from the Effective Date:

- The Outgoing Party transfers all its rights and obligations under the Contract to the Incoming Party except as otherwise expressly stated in this Letter.
- The Incoming Party will perform the Contract and will be bound by its terms in every way as if it were the original party to it in place of the Outgoing Party.
- NatWest Mentor Services will perform the Contract and be bound by its terms in every way as if the Incoming Party were the original party to it in place of the Outgoing Party.





Olices at: 1 Hardman Boulevard, Monchester M3 3AQ 7-10 Brindley Place, 7th Floor (Building, 8) Birmingham B1 2JB Bank Chambers, 214 Bishopsgate, London EC2M 4PT

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NatWest Mentor Services is a trading name of The Royal Bank of Scotland plc. Registered in Scotland No 90312. Registered Office: 36 St. Andrew Square, Edinburgh EH2 2YB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  NatWest Services and the Outgoing Party each release's the other from all its future obligations under the Contract.

NatWest Mentor Services agrees to release and discharge the Outgoing Party from all claims and demands arising under or in connection with the Contract from the Effective Date, except that nothing in this Letter shall affect or prejudice any claim or demand that NatWest Mentor Services and the Outgoing Party may have against the other that relates to matters arising before the Effective Date.

• The Outgoing Party and the Incoming Party each agrees to indemnify and to keep NatWest Mentor Services indemnified against all losses, costs, interests, expenses and claims which NatWest Mentor Services may suffer or incur in connection with the Letter or under the Contract as a result of the Incoming Party's failure to perform or satisfy its assumed obligation under the Letter or under the Contract prior to the Effective Date.

## AND

The Incoming Party agrees to indemnify the Outgoing Party against any losses, damages or costs suffered by the Outgoing Party or incurred under or in connection with the Contract as a result of the Incoming Party's failure to perform or satisfy its assumed obligations under the Letter or under the Contract.

## AND

 The Outgoing Party agrees to indemnify the Incoming Party against any losses, damages or costs it suffers or incurs under or in connection with the Contract as a result of the Outgoing Party's failure to perform or satisfy its obligations under the Letter or under the Contract prior to the Effective Date.

The Contract will in all other respects continue on its existing terms.

From the Effective Date, NatWest Mentor Services will deal solely with The Jet Group Ltd in respect of the Contract; all invoices and correspondence relating to the Contract will be sent to The Jet Group Ltd at the address set out above, marked for the attention of Ms Anita Darbar.

If the Contract is governed by English Law, English Law applies to this Letter. If the Contract is governed by Scottish Law, Scottish Law applies to this Letter.

Please sign and return the enclosed copy of this Letter to NatWest Mentor Services at the address specified within 14 days of receipt to acknowledge agreement to the transfer of the Contract. Please also arrange for the Incoming Party to sign and return to acknowledge agreement to the transfer of the Contract

Yours faithfully,
DMc William
for and on behalf of NatWest Mentor Services
We agree to the transfer of the Contract to The Jet Group Ltd with effect from the Effective
Date on the terms set out above.
Signed
for and on behalf of Real - time Analysis and News Limited
Date
Signed
for and on behalf of The Jet Group Ltd
22 Jun 2017



TITLE

FILE NAME

**DOCUMENT ID** 

STATUS

**HR Mentor Novation** 

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Completed

## Document History

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(0)	22/06/2017	Sent for signature to Aubrey Hayward
SENT	15:20:31 UTC	(aubrey.hayward@ransquawk.com)
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$\odot$	22/06/2017	Viewed by Aubrey Hayward (aubrey.hayward@ransquawk.com)
VIEWED	15:55:56 UTC	IP: 213.86.221.35
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