

THIS DOCUMENT AND THE ACCOMPANYING FORM OF PROXY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the action you should take, you are recommended to consult your independent professional adviser, who is authorised or exempted under the European Union (Markets in Financial Instruments) Regulations 2017 or the Investment Intermediaries Act 1995, if you are resident in Ireland or who is authorised under the Financial Services and Markets Act, 2000 if you are resident in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside Ireland or the United Kingdom.

If you have sold or otherwise transferred all your Ordinary Shares, please send this document, together with the accompanying Form of Proxy, as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. However, these documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction. If you sell or have sold or otherwise transferred or disposed of only part of your holding of Ordinary Shares, you should retain these documents and consult the person through which the sale, transfer or disposal was effected.

Goodbody Stockbrokers UC, which is regulated by the Central Bank of Ireland, is acting exclusively for Datalex plc (the “**Company**”) and no one else in connection with the Proposed Transaction and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Goodbody Stockbrokers UC or for providing advice in relation to the Proposed Transaction.

Datalex public limited company

(Incorporated and registered in Ireland with registered number 329175)

Proposed related party transaction

and

Notice of Extraordinary General Meeting

This document should be read as a whole. Your attention is drawn to the letter from your Chairman which is set out on in Part I of this document. This document contains a recommendation that you vote in favour of the Resolution to be proposed at the Extraordinary General Meeting referred to below.

Ordinary Shares in the Company are listed on the official list of Euronext Dublin and are admitted to trading on Euronext Dublin’s regulated market. As a result of the non-publication of the Company’s financial statements for the year ended 31 December 2018 by 30 April 2019 and the non-publication of the Company’s interim financial statements for the six months to 30 June 2019 by 30 September 2019 (as required by the Transparency (Directive 2004/109/EC) Regulations 2007 (as amended) (the “Transparency Regulations”)), trading in the Company’s shares has been temporarily suspended. This suspension will be in force up to and until such time as any of the Central Bank of Ireland’s and/or Euronext Dublin requirements for lifting of the temporary suspension are complied with.

Notice of an Extraordinary General Meeting of the Company to be held at 12.00 noon on Friday, 15 November 2019 at The Croke Park Hotel, Jones’s Road, Drumcondra, Dublin D03 E5Y8, Ireland is set out at the end of this document. Shareholders will find enclosed with this document a Form of Proxy for use at the EGM. To be valid, Forms of Proxy must be completed and signed in accordance with the instructions printed thereon and returned to the Company’s registrar, Computershare Investor Services (Ireland) Limited, PO box 13030, Dublin 24, Ireland

(if delivered by post) or at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland (if delivered by hand) so as to arrive no later than 48 hours before the time appointed for holding the meeting.

Certain statements contained in this document are or may constitute “**forward-looking statements**”. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend upon future circumstances that may or may not occur, many of which are beyond the control of the Company and all of which are based on its current beliefs and expectations about future events. Such forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements of the Group, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the present and future business strategies of the Group and the environment in which the Group will operate in the future. These forward-looking statements speak only as at the date of this document.

Forward-looking statements are typically identified by the use of forward-looking terminology such as “**believes**”, “**expects**”, “**may**”, “**will**”, “**would**”, “**should**”, “**intends**”, “**estimates**”, “**plans**”, “**assumes**” or “**anticipates**” or the negative of such words or other variations on them or comparable terminology, or by discussions of strategy which involve risks and uncertainties. Such risks, uncertainties and other factors include, among others: general economic and business conditions changes in technology, government policy and ability to attract and retain personnel.

Except as required by applicable law, the Listing Rules and other regulations, Euronext Dublin or by any appropriate regulatory body, Datalex expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Group's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

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EXPECTED TIMETABLE

Date of Circular	30 October 2019
Latest time and date for receipt of Forms of Proxy	12.00 noon, 13 November 2019
Extraordinary General Meeting	12.00 noon, 15 November 2019
Announcement of results of Extraordinary General Meeting	15 November 2019

The times and dates set out in the expected timetable and mentioned throughout this Circular may, in certain circumstances, be adjusted by the Company, in which event details of the new times and dates will be notified, as required, to Euronext Dublin and, where appropriate to Shareholders and an announcement will be made through a Regulatory Information Service and RNS. All references to times in this Circular are to Dublin time unless otherwise stated.

PART I: LETTER FROM THE INTERIM CHAIRMAN

DATALEX PUBLIC LIMITED COMPANY

(Incorporated and registered in Ireland with registered number 329175)

Directors:

Sean Corkery (*Interim Chairman and
Chief Executive Officer*)
John Bateson
Roger Conan
Peter Lennon
Garry Lyons
Niall O'Sullivan (*Chief Financial Officer*)
Christine Ourmières-Widener

Registered Office:

Block U,
Eastpoint Business Park,
Clontarf,
Dublin 3, D03 H704

30 October 2019

Dear Shareholder

Refinancing of existing facility agreement between Datalex and Tireragh Limited, an investment vehicle associated with IIU Nominees Limited

1. Introduction

On 14 March 2019, the Company announced that it had raised proceeds of approximately €3.86 million by way of the Placing of 3,859,000 new Ordinary Shares with IIU, an entity associated with Mr Dermot Desmond, at a price of €1.00 per share. The Company also announced that it had entered into the Existing Facility Agreement with Tireragh, an investment vehicle owned and controlled by Mr. Dermot Desmond, providing for a €6.14 million secured 18 month term loan facility (the "**Existing Facility**"). The Company's entering into the Existing Facility Agreement and related arrangements was approved by Independent Shareholders at an extraordinary general meeting held on 26 April 2019.

The Group continues to face significant financial challenges. On 16 September 2019, the Company provided a guidance update which confirmed that it expects to report an adjusted EBITDA in the range of -\$1 million to +\$1 million for FY 2019 on flat revenues of \$45m. The Board has, as disclosed in the 2018 Annual Report published on 6 September 2019, also identified a short term financing requirement of approximately \$5.5 million (or approximately €5.0 million) to meet the cash flow needs of the Group over the remainder of 2019. The Existing Facility has been fully drawn down by the Company.

Accordingly, the Company and Tireragh have agreed that Tireragh will provide further funding in an amount of up to €5.0 million, increasing the amount of the Existing Facility to approximately €11.3 million in aggregate, with a refinancing of, and a capitalisation at the point of refinancing of interest payable on, amounts drawn under the Existing Facility (such increased facility being the "**Increased Facility**"). The Increased Facility will be made available by Tireragh on the basis of the Refinancing Facility Agreement.

The purpose of this document is to set out further details of the Proposed Transaction which the Directors believe is of significant importance to the Company; to explain why the Board considers it to be in the best interests of the Company and the Shareholders as a whole; and to seek the approval of the Independent Shareholders at the Extraordinary General Meeting for the Proposed Transaction.

Tireragh is a Related Party under the Related Party transaction rules in Chapter 11 of the Listing Rules by virtue of IIU's substantial shareholding of approximately 29.9 per cent in the Ordinary Share capital of the Company.

As the Increased Facility is being offered on a secured basis it does not fall within the exceptions to the Related Party transaction rules. Therefore, the availability and draw down of the Increased Facility, and the provision of the Refinancing Security, in accordance with the terms and subject to the conditions set out in the Refinancing Facility Agreement, are conditional upon the approval of Independent Shareholders of the Company in accordance with Chapter 11 of the Listing Rules.

Under the Listing Rules, only those Shareholders who are Independent Shareholders may vote in relation to the Proposed Transaction. Accordingly, IIU has undertaken to abstain, and to ensure that its associates will abstain, from voting on the Resolution

A notice convening the EGM, at which the Resolution will be proposed, is set out at the end of this document. If you would like to vote on the Resolution but cannot attend the EGM, you can appoint a proxy to exercise all or any of your rights to attend, vote and speak at the EGM by using one of the methods set out in the notes to the notice of the EGM.

2. Background to and reasons for the Proposed Transaction

The Group's financial performance in 2018 was extremely disappointing, with the Group incurring a loss of US\$47.2 million, and, as explained in detail in the 2018 Annual Report, the Group continues to face significant financial challenges.

The Group finds itself in a difficult financial position and has identified the need for further funding in the short term.

The Company estimates that the Group will require funding of approximately US\$10 million over the period to 30 September 2020, of which approximately \$5.5 million (or approximately €5.0 million) is required to meet the short-term cash flow needs of the Group over the remainder of 2019.

Due to the significance of the potential funding requirement and uncertainty surrounding the outcome of the Group's contractual discussions and financial performance, the Group sought and received confirmations of financial support from Mr Desmond who confirmed that he would procure additional funding, conditionally, and on terms to be agreed, to meet the short-term cash flow needs of the Group. The Board believes that this reflects the confidence of our largest shareholder in the business.

The Board, with its financial and legal advisers, considered and continues to consider a number of alternative funding options to meet the Group's short-term funding requirement including the taking of bank finance from other lenders, and has concluded that successful execution of any such option on acceptable terms would be challenging principally given the uncertainty surrounding the Group's financial position and the urgency of the capital requirement. The Board has concluded that, in all of these circumstances and given the urgent need for financing, an arrangement under which Tireragh would increase the Existing Facility represents the best available option to the Company to address its near-term funding requirements. Accordingly, the Board entered into negotiations with Tireragh to agree terms on which the Existing Facility might be refinanced and increased.

Tireragh has agreed to provide the Increased Facility on the basis that the Existing Facility is refinanced and the Existing Facility Agreement replaced with the Refinancing Facility Agreement. Accordingly the amount of the Increased Facility will represent (i) an amount equal to the outstanding principal amount of the Existing Facility together with accrued interest on amounts drawn under the Existing Facility which will be capitalised at the point of refinancing and will be added to the overall amount of the Existing Facility and (ii) up to a maximum additional aggregate amount of borrowings of up to €5.0 million which may be drawn down by the Company by way of one or more advances, giving the Group valuable funding flexibility. Interest will be charged on amounts drawn down under the Refinancing Facility Agreement by the Company at a rate of 10 per cent. per annum, accruing from the date of drawdown, compounding monthly and to be rolled up until maturity. The Increased Facility will have a term, equivalent to that of the Existing Facility, maturing on 1 November 2020. The Refinancing Facility Agreement will be secured by a security package that will include equivalent security to the Existing Security (which (other than the Datalex Ireland Guarantee, which will be incorporated into the

Refinancing Facility Agreement) will be retaken) as well as additional, direct security over the Group's assets and operations in the USA and UK.

The Board considers that the arrangements negotiated with Tireragh will provide funding to the Group sufficient to satisfy its near-term funding requirement and to supplement the Group's cash reserves, on acceptable terms and with the Proposed Transaction offering greater certainty of execution than any alternative available funding option. The Board further considers that the Proposed Transaction represents the best available option to the Company to resolve its near-term funding requirements, and believes that the Proposed Transaction is in the best interests of the Company.

As outlined in the 2018 Annual Report, it is the Company's intention to arrange an equity fundraising in the coming months to raise, net of expenses, sufficient proceeds for the repayment of the Increased Facility and the funding of the Group's working capital needs. Mr Desmond has informed the Company that he will support the equity fundraising and procure the participation of IIU in its pro rata entitlement and will also work with the Company to secure underwriting of the equity fundraising.

Paragraph 4 of this letter and Part II of this document contain a summary of the principal terms and conditions of the Proposed Transaction.

3. Current trading

On 2 August 2019, the Company announced that it was suspending any guidance on FY 2019 until a review of the business has been completed.

On 6 September 2019 the Company published its 2018 Annual Report and Financial Statements for the year ended 31 December 2018. The Company also announced that its largest shareholder, Mr. Dermot Desmond, had confirmed that he would procure additional funding to meet the short-term cash flow needs of the Group over the remainder of the calendar year. The Company also stated that it intends to arrange an equity fundraising to raise, net of expenses, sufficient proceeds for the repayment of the Company's loans and the funding of the working capital needs of the business in 2020 and beyond.

On 16 September 2019 the Company announced that it had completed a comprehensive review of the entire cost base of the business and confirmed that it expected to report an adjusted EBITDA in the range of -\$1 million to +\$1 million for the financial year ended 31 December 2019 on flat revenues of \$45m. This is consistent with the stabilization phase after the challenging period the Company has experienced and the comprehensive review of the Company's cost base actions taken means the Company expects to return to profitable growth.

As outlined in the 2018 Annual Report, the Company remains focused on returning to profitability and anticipates the completion, by early 2020, of a number of customer deployments which, the Board believes, are set to generate platform revenue growth in 2020.

4. Principal terms and conditions of the Proposed Transaction

The Company has entered into the Refinancing Facility Agreement with Tireragh for the Proposed Transaction conditional upon approval by Independent Shareholders at the EGM.

Tireragh is a private limited company registered under the laws of the Isle of Man, having its registered office at the Red House, One the Parade, Castletown, IM9 1LG, Isle of Man. Tireragh is an investment vehicle owned and controlled by Mr. Dermot Desmond. Tireragh is accordingly an associate of IIU, an entity associated with Mr. Desmond. IIU, at the Latest Practicable Date, controlled 29.9% of the Ordinary Shares of the Company and accordingly is considered a substantial shareholder and Related Party of the Company under the Listing Rules.

Under the terms of the Refinancing Facility Agreement, Tireragh will make available a term loan facility of up to the Increased Facility Amount (representing a refinancing of, and a capitalisation at the point of refinancing of

interest payable on, amounts drawn under the Existing Facility and additional funding in an amount of up to €5.0 million) which may be drawn down by the Company by way of one or more advances (but no more than six).

The Increased Facility will, if approved by the Independent Shareholders, benefit from cross guarantees given by the Company and Datalex Ireland at signing and Datalex USA and Datalex UK will be required to accede as additional guarantors as a condition subsequent. The obligations of the Company and each of the guarantors to Tíreragh will be secured by a security package that includes, (i) a debenture entered into by the Company creating fixed and floating charges over all of its assets, undertaking and goodwill as security for its and the other guarantors' obligations to Tíreragh with respect to the Increased Facility, (ii) a debenture creating fixed and floating charges over all of Datalex Ireland's assets, undertaking and goodwill as security for its and the other guarantors' obligations to Tíreragh with respect to the Increased Facility, (iii) as a condition subsequent, security over the shares of Datalex USA and Datalex UK granted by Datalex Ireland, (iv) as a condition subsequent, US law security over such assets, undertaking and goodwill of Datalex USA as may be permissible as a matter of US law as security for its and the other guarantors' obligations to Tíreragh with respect to the Increased Facility, and (v) as a condition subsequent, a debenture entered into by Datalex UK granting fixed and floating charges over all of its assets, undertaking and goodwill as security for its and the other guarantors' obligations to Tíreragh with respect to the Increased Facility.

The availability and draw down of the Increased Facility and the grant of security in respect thereof, in accordance with the terms and subject to the conditions set out in the Refinancing Facility Agreement, which include the approval of Independent Shareholders at the EGM. If and when such approval is obtained, the condition to the Refinancing Facility Agreement will be satisfied and the Proposed Transaction will (subject to satisfaction of certain other customary documentary conditions precedent) complete, allowing the Company to draw down funds in accordance with the terms of the Amended Facility Agreement.

Further details of the terms and conditions of the Proposed Transaction are set out in Part II of this document.

5. EGM

Set out on page 19 of this document is a notice convening an EGM, to be held at 12.00 noon on 15 November 2019 at which the Resolution to approve the Proposed Transaction will be proposed. The full text of the Resolution, which will be proposed as an ordinary resolution, is set out in the Notice of EGM, and the availability and draw down of the Increased Facility and the grant of security in respect thereof, in accordance with the terms and subject to the conditions set out in the Refinancing Facility Agreement, is conditional upon the passing of the Resolution.

The Resolution will be decided on a show of hands, unless a poll is validly demanded in accordance with the Articles. On a show of hands, each Shareholder present in person will have one vote and on a poll each Shareholder present in person or by proxy will have one vote for each Ordinary Share held. The passing of the Resolution requires a majority of the votes cast in respect of the Resolution.

6. Action to be taken

If you are a Shareholder, you will find enclosed with this document a Form of Proxy for use at the EGM. Whether you intend to be present at the EGM or not, you are asked to complete the Form of Proxy in accordance with the instructions printed thereon and to return it to the Company's registrar, Computershare Investor Services (Ireland) Limited, PO box 13030, Dublin 24, Ireland (if delivered by post) or at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland (if delivered by hand) as soon as possible and, in any event, so as to arrive not later than 48 hours before the time appointed for holding the meeting on 15 November 2019. The completion and return of the Form of Proxy will not preclude you from attending the EGM and voting in person if you wish to do so.

Shareholders who are in any doubt as to the action they should take or the contents of this document are advised to seek their own appropriate independent advisers immediately.

7. Risk factors

Risks relating to the Proposed Transaction not proceeding

Shareholders should note that, in the event the Resolution is not passed at the EGM, the Proposed Transaction would not proceed, and the key benefits described above would not be realised. In those circumstances, the Company would need to immediately implement further cost reductions, delay planned capital expenditure, renegotiate payment terms with key suppliers and/or seek alternative sources of funds to enable it to fund its requirements as detailed above. There can be no guarantee that such measures would be sufficient or, if alternative funds were sought, such funds would be available to the Company within a reasonable timeframe or that, if they are available to the Company, they would be available on terms favourable to the Company or which would not result in a substantial dilution of Shareholders' interests. The Directors believe, accordingly, that, in the event the Resolution is not passed at the General Meeting, the Group's ability to continue to trade could be placed in significant doubt.

Risks relating to the Proposed Transaction proceeding

Shareholders should note that, in the event the Resolution is passed at the EGM, the related condition to the Refinancing Facility Agreement will be satisfied and the Proposed Transaction will (subject to satisfaction of certain other customary documentary conditions precedent) complete, allowing the Company to draw down funds in accordance with the terms of the Refinancing Facility Agreement.

All outstanding amounts under the Increased Facility will fall due for repayment in November 2020. The Board is confident that the Group will be in a position to meet its obligation to repay the outstanding amounts under the Increased Facility when they fall due. The Group's obligation to repay outstanding amounts under the Increased Facility may, however, be accelerated on the occurrence of an Event of Default as prescribed by the Refinancing Facility Agreement (as described further in Part II (*Summary of the Transaction Agreements*)), and the occurrence of an Event of Default may be outside the control of the Company and the Group.

The Group's ability to meet its debt repayment obligations in November 2020 or earlier, following an Event of Default, will depend on the Group's ability to execute successfully an equity fundraising or alternative fundraising to raise, net of expenses, sufficient proceeds for the repayment of the Increased Facility. The successful completion of an equity fundraising is subject to significant third party, internal and external risks. In particular, as a result of the non-publication of the Company's financial statements for the year ended 31 December 2018 by 30 April 2019 and the non-publication of the Company's interim financial statements for the six months to 30 June 2019 by 30 September 2019 (as required by the Transparency Regulations) trading in the Company's shares has been temporarily suspended. There can be no assurance that the suspension in the trading in the Company's shares which remains in effect will be promptly lifted, or lifted at all and this may adversely affect the Company's ability to raise further equity capital. The Group's ability to meet its debt repayment obligations will also depend on the Group's future operating and financial performance, which will be affected by the Group's ability to implement successfully its business strategy, as well as general economic, financial, competitive, regulatory, technical and other factors beyond its control. If the Group cannot generate sufficient cash to meet its debt repayment obligations, it may, among other things, need to refinance all or a portion of its debt, obtain additional financing, implement further cost reduction exercises or sell material assets. If the Group was not able to implement these measures on commercially reasonable terms or at all, it would not be able to satisfy its obligations with respect to its debt and, in that event, the Facility may be accelerated or become payable on demand, and the Group may not have sufficient funds to repay all of its debts, and the security granted by the Company, Datalex Ireland, Datalex USA and/or Datalex UK might be enforced which could involve the transfer of the Group's business and operations to Tíreragh or at its direction.

8. Further information

Your attention is drawn to Part II and Part III of this document, each of which provides additional information on matters referred to in this letter. You are advised to read the whole document and not merely rely on the key or summarised information in this letter.

9. Recommendation

The Board, which has been so advised by Goodbody, considers that the Proposed Transaction is fair and reasonable so far as the Company's Shareholders are concerned. In giving its advice, Goodbody has taken into account the Board's commercial assessment of the Proposed Transaction.

John Bateson, as the representative of IIU on the Board excluded himself from the Board's consideration of, and determinations in relation to the Proposed Transaction. Under the Listing Rules, IIU and any of its associates are precluded from voting in relation to the Proposed Transaction. Accordingly, IIU has undertaken to abstain, and to take all reasonable steps to ensure that its associates will abstain, from voting on the Resolution at the General Meeting.

The Board (other than John Bateson who, for the reason stated above, does not join in this recommendation) believes that the Proposed Transaction is in the best interests of the Shareholders as a whole and unanimously recommends that you vote in favour of the Resolution to be proposed at the EGM as the Directors (other than John Bateson) intend to do with regard to their own respective beneficial holdings.

Yours sincerely

Sean Corkery
Interim Chairman
For and on behalf of the Board

PART II: SUMMARY OF THE TRANSACTION AGREEMENTS

The following is a summary of the principal terms of the Transaction Agreements. The Transaction Agreements are available for inspection as described in Part III of this document.

The Company and Tíreragh have entered into the Refinancing Facility Agreement pursuant to which Tíreragh will make available to the Company a term loan facility in a maximum aggregate amount of the Increased Facility Amount (representing a refinancing of, and a capitalisation at the point of refinancing of interest payable on, amounts drawn under the Existing Facility and additional funding in an amount of up to €5.0 million).

1. Refinancing Facility Agreement

Under the terms of the Refinancing Facility Agreement, Tíreragh will make available a non-amortising term loan facility of up to a maximum aggregate amount of the Increased Facility Amount which may be drawn down by the Company by way of one or more advances (but no more than six). Interest is charged on each amount drawn down by the Company at a rate of 10 per cent. per annum, such interest to accrue from the date of drawdown, compounding monthly and to be rolled up until maturity. The term of the Refinancing Facility Agreement is aligned with that of the Existing Facility Agreement and so terminates on 1 November 2020.

The obligations of the parties under the Refinancing Facility Agreement are subject to approval at the EGM by the Independent Shareholders of the Proposed Transaction as a Related Party transaction for the purpose of Chapter 11 of the Listing Rules. If and when such approval is obtained, the related condition to the Refinancing Facility Agreement will be satisfied and the Proposed Transaction will (subject to satisfaction of certain other customary documentary conditions precedent) complete, allowing the Company to draw down funds in accordance with the terms of the Refinancing Facility Agreement.

The Company will provide certain indemnities to Tíreragh under the Refinancing Facility Agreement. The Company will, for example, indemnify Tíreragh, on demand, for any cost, loss or liability incurred by it as a result of a failure by the Company to pay any amount due under the Transaction Documents on its due date. The Refinancing Facility Agreement also contains certain standard representations, warranties and undertakings to be given by the Company and Datalex Ireland to Tíreragh, including warranties as to the status of the Company, Datalex Ireland, Datalex USA, Datalex UK and other members of the Group. These are given by each member of the Group which is or becomes party to the Refinancing Facility Agreement.

Under the terms of the Refinancing Facility Agreement each member of the Group that is or becomes party to the Refinancing Facility Agreement gives (and the Company agrees to procure the same in relation to other members of the Group) an undertaking not to raise further financial indebtedness, an undertaking not to grant security, an undertaking not to sell, transfer or otherwise dispose of any of its assets in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset and an undertaking not to dispose of assets, in each case unless permitted under the terms of the Refinancing Facility Agreement.

The Company has agreed a range of informational and performance-related covenants. The Company has agreed to supply to Tíreragh annual consolidated financial statements for the Group, and certain members of the Group within 120 days of the end of the financial year, consolidated financial statements for each financial half year within 60 days of the end of that period and monthly financial statements within 20 days of the end of each month. The Company has also agreed to supply to Tíreragh budget projections for the Group on a monthly basis, including projected consolidated profit and loss, balance sheet and cashflow statements, within 15 days before the start of each financial year.

As a condition to the availability of the Increased Facility under the Refinancing Facility Agreement, the Company and Datalex Ireland will be required to enter into the Refinancing Security. The Company has agreed, as a condition subsequent, to procure that as soon as reasonably practicable and in any event within 30 days of the date of the Refinancing Facility Agreement that each of Datalex UK, and Datalex USA accedes to the Refinancing Facility Agreement as a guarantor and provides the Refinancing Security to which it is a party.

2. Termination of the Transaction Documents

The Refinancing Facility Agreement has a termination date falling 18 months after 1 May 2019 (being 1 November 2020). All outstanding amounts under the Increased Facility must be paid by the Company to Tireragh in one sum on or before this date. Tireragh shall release and discharge all security held in respect of the Increased Facility upon discharge by the Company in full of all liabilities under the Increased Facility.

3. Events of Default

There are a number of events described in the Refinancing Facility Agreement which constitute an Event of Default for the purpose of the Refinancing Facility Agreement, such as insolvency events, non-compliance with obligations under the Refinancing Facility Agreement and the other related documents and the Company ceasing to carry on all or a material part of its business.

The occurrence of an Event of Default may be outside the control of the Company and the Group. In particular, the Refinancing Facility Agreement provides that the occurrence of any event or circumstance which, in the reasonable opinion of Tireragh, has or is reasonably likely to have a material adverse effect on, inter alia, the business, operations, property, condition (financial or otherwise) or prospects of the Group taken as a whole will constitute an Event of Default. The Group's performance against budget projections delivered pursuant to the Refinancing Facility Agreement will be tested monthly, and failure to meet (on any testing date) projected revenue or consolidated EBITDA projections by a 20 per cent. or greater margin or (on any two consecutive testing dates) actual net working capital being less than 80% of projected net working capital or actual cash being less than the lower of (i) 80% of projected cash and (ii) projected cash less €300,000 will also constitute an Event of Default.

On, and at any time after, the occurrence of an Event of Default which is continuing Tireragh may, inter alia, cancel the Increased Facility, declare that all or part of any amounts outstanding under the Increased Facility be immediately due and payable or payable on demand by Tireragh and enforce the terms of the Refinancing Security.

PART III: ADDITIONAL INFORMATION

1. Directors and registered office

The Directors of the Company are as follows:

Sean Corkery – *Interim Chairman and Chief Executive Officer*

John Bateson - *Non-Executive Director*

Roger Conan - *Non-Executive Director*

Peter Lennon - *Non-Executive Director*

Garry Lyons - *Non- Executive Director*

Niall O’Sullivan – *Chief Financial Officer*

Christine Ourmières-Widener – *Non-Executive Director*

The registered office of the Company is at Block U, Eastpoint Business Park, Clontarf, Dublin 3, D03 H704. The Company is a public limited company incorporated under the laws of Ireland. Its registered number is 329175.

2. Voting share capital of the Company

The Company has only one class of voting share capital in issue, being the Ordinary Shares of US\$0.10 each. The Ordinary Shares enjoy the rights to receive notice of, attend and vote at general meetings of the Company.

3. Major holdings in relevant Company securities

Ordinary Shares

As at the Latest Practicable Date, the Company had been notified of the following interests of Shareholders who own 3 per cent. or more of Ordinary Shares:

Name	Number of Ordinary Shares	% of issued Ordinary Shares
IUU Nominees Limited	24,503,981	29.89%
Kabouter Management LLC	7,263,988	8.86%
Highclere Investments	4,003,610	4.88%
Pageant Investments Limited	3,275,000	3.99%

4. Material contracts

The following contracts are the only contracts (not being contracts entered into in the ordinary course of business) that (i) in the opinion of the Company may be relevant to Shareholders in making a properly formed assessment of how to vote on the Resolution; and (ii) (A) have been entered into by the Company or any member of the Group within the two years immediately preceding the date of this document which are or may be material to the Group or (B) have been entered into by the Company or any member of the Group at any other time and which contain provisions under which the Company or any member of the Group has an obligation or entitlement that is material to the Group as at the date of this document:

- (a) the Refinancing Facility Agreement, as more particularly described in Part II of this document above;
- (b) the Existing Facility Agreement;

- (c) the Company Debenture;
- (d) the Datalex Ireland Debenture; and
- (e) the Subscription Agreement.

5. Significant changes

Save as disclosed below, there has been no significant change in the financial or trading position of the Company since 31 December 2018, being the date to which the Company's most recently published financial statements have been prepared.

In finalising its 2018 financial results, the Group identified a number of accounting irregularities, which are disclosed in the Accounting Review and Internal Financial Controls Findings section of the 2018 Annual report.

The Group announced a restructuring on 14 February 2019 which has impacted employees and outsourced contractors, and new aggregate equity and debt funding of €10m from IIU Nominees Limited and Tireragh Limited, both related parties, was announced on 14 March 2019. This funding was provided by means of a share placing of approximately €3.86 million (completed in March 2019) and a secured loan facility of €6.14 million. The first draw down from the facility occurred in June 2019.

On 18 February 2019, Dónal Rooney resigned from his position as Finance Director. On 12 April 2019, Sean Corkery was appointed as a Non-Executive Director and Deputy Chairman of the Company. The Chief Executive of the Group, Aidan Brogan, resigned his position and his Company Directorship on 1 May 2019, and Sean Corkery subsequently assumed the role of Interim Chief Executive of the Group on 2 May 2019. Niall O'Sullivan joined the Group as Chief Financial Officer and was appointed Finance Director on 4 June 2019. On 24 June 2019, Paschal Taggart resigned as Chairman and member of the Board, and Sean Corkery was subsequently appointed as Acting Chairman.

Trading in the Company's shares has been temporarily suspended on and from 1 May 2019 as a consequence of the non-publication by the Company of its annual financial statements by the deadline of 30 April 2019 and the non-publication by the Company of its interim financial statements for the six months to 30 June 2019 by 30 September 2019 as required by the provisions of Transparency (Directive 2004/109/EC) Regulations 2007 (as amended).

In late May 2019, the Group received a notice of termination from Multiplus S.A. in respect of the master agreement entered into between the parties on 27 April 2018. This followed the acquisition of Multiplus by LATAM Group. The Group is currently assessing the implications of this notice and is in dialogue with LATAM Group on the termination arrangements and future business relationships.

In September 2019 the Group received a termination notification from Lufthansa AG in respect of the master agreement entered into by Lufthansa AG and Datalex Ireland Limited on 14 December 2016. The Group strongly disputes the legality of this notice from Lufthansa AG and it is engaged in discussions with Lufthansa AG concerning resolution of this matter.

The Company has been required by the Office of the Director of Corporate Enforcement ("ODCE") to produce a copy of the report of the independent review of accounting issues that was the subject of the Company's announcement on 27 March 2019. The report is the outcome of an independent review of accounting issues that was conducted by PwC in conjunction with the Company's legal advisers and is legally privileged. The Company has assured the ODCE of its full co-operation with the ODCE in its inquiries, subject to appropriate legal protection of its privileged material, and is engaging with the ODCE with respect to the requirement. A requirement from the ODCE to produce books and records is a procedural matter that does not involve any conclusion that there has been a breach of law by the Company or its officers. The Company takes its corporate governance responsibilities very seriously and seeks to comply at all times with all relevant laws and regulations.

On 2 August 2019, the Company announced that it was suspending any guidance on FY 2019 until a review of the business had been completed by Interim Chairman and Chief Executive Officer, Sean Corkery, and Chief Financial Officer, Niall O'Sullivan. This review was provided at the Annual General Meeting held on 17 September 2019. The Company confirms that it expects to report an adjusted EBITDA in the range of - \$1 million to + \$1 million for FY 2019 on flat revenues of \$45 million.

6. Consents

Goodbody has given and has not withdrawn its written consent to the inclusion in this document of the references to its name in the form and context in which they are included.

7. Documents available for inspection

Copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of McCann FitzGerald, Riverside One, Sir John Rogerson's Quay, Dublin 2, Ireland, from the date of this document up to and including the date of the EGM and for the duration of the EGM:

- (a) the Transaction Agreements;
- (b) the memorandum and articles of association of the Company;
- (c) the consolidated audited statement of financial position of the Company for the years ended 31 December 2016, 2017 and 2018;
- (d) the written consent referred to in paragraph 6 above; and
- (e) this Circular.

PART IV: DEFINITIONS

The following definitions apply throughout this document, unless the context requires otherwise:

“Articles” or **“Articles of Association”** means the articles of association of the Company;

“Board” means the board of Directors or a duly constituted committee thereof;

“Business Day” means a day (excluding Saturdays, Sundays and public holidays) on which banks are generally open for business in Dublin;

“Chairman” means Sean Corkery or the chairman of the Company from time to time;

“Circular” means this document;

“Company Debenture” means the debenture dated 27 June 2019 entered into between Tireragh and the Company, creating fixed and floating charges over the assets of the Company;

“Datalex Ireland” means Datalex (Ireland) Limited;

“Datalex Ireland Debenture” means the debenture dated 27 June 2019 entered into between Tireragh and Datalex Ireland, creating fixed and floating charges over the assets of Datalex Ireland;

“Datalex Ireland Guarantee” means the guarantee and indemnity dated 27 June 2019 entered into between Tireragh and Datalex Ireland, guaranteeing and indemnifying Tireragh with respect to the obligations of the Company to Tireragh in connection with the Facility;

“Datalex USA” means Datalex USA Inc.;

“Datalex UK” means Datalex Solutions UK Limited;

“Directors” means the directors from time to time of the Company and Director is to be construed accordingly;

“euro”, “EUR” or **“€”** means euro, the lawful currency of Ireland;

“Euronext Dublin” means the Irish Stock Exchange plc trading as Euronext Dublin;

“Event of Default” means an event of default under the Amended Facility Agreement;

“Existing Facility” means the term loan facility in a principal amount of €6.14 million provided by by Tireragh to the Company under the Existing Facility Agreement;

“Existing Facility Agreement” means the facility agreement dated 14 March 2019 (as amended on 4 April 2019) between Tireragh (as lender) and the Company (as borrower) providing for the Existing Facility;

“Existing Security” means the Datalex Ireland Debenture, Datalex Ireland Guarantee and the Company Debenture;

“Extraordinary General Meeting” or **“EGM”** means the extraordinary general meeting of the Company to consider the Proposed Transaction, convened for 12.00 noon on 15 November 2019 or any adjournment thereof, notice of which is set out in Part V of this document;

“Form of Proxy” means the personalised form of proxy provided with this document for use by Shareholders in connection with the EGM;

“Goodbody” means Goodbody Stockbrokers UC, the Company's financial adviser and Irish sponsor in relation to the Proposed Transaction;

“Group” means the Company and its subsidiaries from time to time or any one or more of them, as the context may require;

“IIU” means IIU Nominees Limited;

“Increased Facility” means, on the Refinancing Facility Agreement coming into effect, the term loan facility in the Increased Facility Amount to be provided by Tíreragh to the Company under the Amended Facility Agreement;

“Increased Facility Amount” means €11,310,367 (being the amount representing the aggregate of (i) the principal amount drawn under the Existing Facility outstanding at the point of refinancing of the Existing Facility under the Increased Facility, assuming refinancing occurs on 15 November 2019; (ii) the amount representing the capitalisation on that date of interest payable on the amount at (i) and (iii) the amount of €5.0 million);

“Independent Shareholder” a Shareholder other than IIU and any of IIU's associates as defined under the Listing Rules;

“Latest Practicable Date” means 25 October 2019, being the latest practicable date prior to the publication of this Circular;

“Listing Rules” mean the listing rules of Euronext Dublin;

“Notice of EGM” means the notice of EGM as set out in Part V of this document;

“Official List” means the Official List of Euronext Dublin;

“Ordinary Shares” means ordinary shares of US\$0.10 each in the capital of the Company;

“Proposed Transaction” means the entry into of the Refinancing Facility Agreement and the availability of the Increased Facility and the provision of security in respect thereof, on the terms and subject to the conditions set out in the Refinancing Facility Agreement and the other Transaction Agreements, as more fully described in Parts I and II of this document;

“Refinancing Facility Agreement” means the term loan facility agreement dated 30 October 2019 between Tíreragh (as lender) and the Company (as borrower) providing for the Increased Facility by way of refinancing the Existing Facility;

“Refinancing Security” means (i) in the case of the Company, a debenture on terms substantially the same as the Existing Debenture, (ii) in the case of Datalex Ireland, a debenture on terms substantially the same as the Datalex Ireland Debenture, (iii) in the case of Datalex UK, documentation agreed between Tíreragh and the Company as a condition subsequent to the Refinancing Facility Agreement, including, without limitation, an English law governed share charge in respect of the shares of Datalex UK to be entered into by Datalex Ireland and an English law governed debenture to be entered into by Datalex UK providing for fixed and floating security over the assets, undertaking and goodwill of Datalex UK and (iv) in the case of Datalex USA, documentation agreed between Tíreragh and the Company as a condition subsequent to the Refinancing Facility Agreement, including, without limitation, appropriate share security documentation and share control documentation governed by US/Colorado law in respect of the shares in Datalex USA to be entered into by Datalex Ireland and such US/Colorado law governed security documentation as is required to grant effective security over the assets, undertaking and goodwill of Datalex USA;

“Related Party” has the meaning set out in Chapter 11 of the Listing Rules;

“Resolution” means the ordinary resolution to be proposed at the Extraordinary General Meeting, as set out in the Notice of EGM at Part V of this Circular;

“Shareholder” means a registered holder of an Ordinary Share;

“Subscription Agreement” means the subscription agreement dated 14 March 2019 between the Company and IIU for the subscription by IIU of €3,859,000 for 3,859,000 Ordinary Shares at €1.00 per Ordinary Share, completion of which took place on 14 March 2019;

“Tireragh” means Tireragh Limited, a company incorporated under the laws of the Isle of Man, having its registered office at the Red House, One the Parade, Castletown, IM91LG, Isle of Man; and

“Transaction Agreements” means the Refinancing Facility Agreement and the Refinancing Security.

PART V: NOTICE OF EXTRAORDINARY GENERAL MEETING

Datalex public limited company

(Incorporated and registered in Ireland with registered number 329175)

Notice of Extraordinary General Meeting

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of the Company will be held at 12.00 noon on 15 November 2019 at The Croke Park Hotel, Jones's Road, Drumcondra, Dublin D03 E5Y8, Ireland to consider and, if thought fit, pass the following resolution as an ordinary resolution:

ORDINARY RESOLUTION

THAT the proposed related party transaction between Datalex plc (the "**Company**") and Tireragh Limited ("**Tireragh**"), an associate of IIU Nominees Limited, pursuant to and on the terms and conditions contained in the Refinancing Facility Agreement as entered into between the Company and Tireragh and as more particularly described in the circular to shareholders of the Company of which this notice forms part (the "**Circular**"), and the provision by the Company and subsidiaries of the Company of the Refinancing Security on the terms described in the Circular, (together, the "**Proposed Transaction**"), be and is hereby approved and the directors of the Company (or a duly authorised committee thereof) are authorised to do or procure to be done all such acts and things on behalf of the Company and any of its subsidiaries as they consider necessary or expedient for the purpose of giving effect to the Proposed Transaction and this resolution and to carry the same into effect with such modifications, variations, revisions, waivers or amendments as the directors of the Company (or any duly authorised committee thereof) may in their absolute discretion think fit, provided such variations, revisions, waivers or amendments are not of a material nature.

By Order of the Board

Neil McLoughlin
Company Secretary

Registered office:
Block U,
Eastpoint Business Park, Clontarf,
Dublin 3,
Ireland

30 October 2019

Notes:

Entitlement to attend and vote

- (1) Only those shareholders registered on the Company's register of members at:
- 18:00 GMT on 13 November 2019; or
 - if the Extraordinary General Meeting is adjourned, at close of business on the day two days prior to the adjourned Extraordinary General Meeting

shall be entitled to attend and vote at the Extraordinary General Meeting.

Website giving information regarding the meeting

- (2) Information regarding the Extraordinary General Meeting, including the information required by section 1103 of the Companies Act 2014, is available from www.datalex.com.

Attending in person

- (3) The Extraordinary General Meeting will be held at The Croke Park Hotel, Jones's Road, Drumcondra, Dublin D03 E5Y8, Ireland. If you wish to attend the Extraordinary General Meeting in person, you are recommended to attend at least 15 minutes before the time appointed for holding of the Extraordinary General Meeting to allow time for registration. Please bring the attendance card attached to your Form of Proxy and present it at the shareholder registration desk before the commencement of the Extraordinary General Meeting.

Appointment of proxies

- (4) A member entitled to attend, speak and vote at the above meeting is entitled to appoint a proxy to attend, speak and vote on his/her behalf. A member may appoint more than one proxy to attend and vote at the Extraordinary General Meeting in respect of shares held in different securities accounts. A member acting as an intermediary on behalf of one or more clients may grant a proxy to each of its clients or their nominees provided each proxy is appointed to exercise rights attached to different shares held by that member. A proxy need not be a member of the Company.
- (5) A Form of Proxy for use by members is enclosed with this Notice of Extraordinary General Meeting (or is otherwise being delivered to shareholders). Completion of a Form of Proxy (or submission of proxy instructions electronically) will not prevent a shareholder from attending the Extraordinary General Meeting and voting in person should he or she wish to do so.
- (6) To be valid, the Form of Proxy and any power of attorney or other authority under which it is executed (or a duly certified copy of any such power or authority) must be delivered PO Box 13030, Dublin 24, Ireland (if delivered by post) or at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland (if delivered by hand) as soon as possible and, in any event, so as to be received not less than forty-eight hours before the time for the holding of the meeting, or any adjournment thereof.
- (7) CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the Extraordinary General Meeting and any adjournment(s) thereof by utilising the procedures described in the CREST Manual. CREST Personal Members or other CREST Sponsored Members, and those CREST Members who have appointed a voting service providers), should refer to their CREST Sponsor or voting service providers), who will be able to take appropriate action on their behalf.
- (8) In order for a proxy appointment made by means of CREST to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear UK and Ireland (EUI)'s specifications and must contain the information required for such instructions, as described in the CREST Manual. The message (whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy) must be transmitted so as to be received by Computershare Investor Services (Ireland) Limited, as issuer's agent (ID 3RA50), by the latest time(s) for receipt of proxy appointments specified in this notice of meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp

applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

- (9) CREST members and, where applicable, their CREST sponsors or voting service providers should note that EUI does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST Personal Member or Sponsored Member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
- (10) The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Companies Act 1990 (Uncertificated Securities) Regulations 1996.
- (11) Completing and returning the Form of Proxy does not preclude a member from attending and voting at the meeting should he/she so wish.
- (12) In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, in respect of such share shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of members in respect of the share.
- (13) To appoint a proxy electronically log onto the website of the Registrar, Computershare Investor Services (Ireland) Limited: www.eproxyappointment.com. Shareholders will require their Shareholder Reference Number (SRN) and PIN number as printed on the accompanying Form of Proxy. Full details of the procedures, including voting instructions are given on the website.

Issued shares and total voting rights

- (14) The total number of issued Ordinary Shares on the date of this notice of Extraordinary General Meeting is 81,983,842. On a vote by show of hands every Shareholder who is present in person and every proxy has one vote (but no individual shall have more than one vote). On a poll every shareholder shall have one vote for every share carrying voting rights of which he or she is the holder.

The ordinary resolution requires a simple majority of votes cast by shareholders voting in person or by proxy to be passed.

Questions at the Extraordinary General Meeting

- (15) Under section 1107 of the Companies Act 2014, the Company must answer any question a shareholder may ask relating to the business being dealt with at the Extraordinary General Meeting unless:
 - answering the question would interfere unduly with the preparation for the Extraordinary General Meeting or the confidentiality and business interests of the Company;
 - the answer has already been given on a website in a question and answer format; or
 - it appears to the Chairman of the Extraordinary General Meeting that it is undesirable in the interests of good order of the meeting that the question be answered.

Other resolutions

- (16) The Extraordinary General Meeting is being convened to consider the specific resolution as incorporated in this Notice of Extraordinary General Meeting. As the text of the resolution is set out in this Notice of Extraordinary General Meeting, section 1104 of the Companies Act 2014 (which provides that a member or members meeting the prescribed qualification criteria may table a draft resolution for an item on the agenda of an extraordinary general meeting) is accordingly inapplicable.