As filed with the Securities and Exchange Commission on July 10, 2020

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form F-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

IBEX LIMITED
(Exact name of registrant as specified in its charter)

Not Applicable
(Translation of Registrant's name into English)

Bermuda	**7389**	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

Crawford House, 50 Cedar Avenue
Hamilton HM11, Bermuda
(441) 295-6500
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Robert Dechant, Chief Executive Officer
IBEX LIMITED
1700 Pennsylvania Avenue NW, Suite 560
Washington, DC 20006
(202) 580-6200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.
Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered[1]	Proposed Maximum Offering Price per Share[2]	Proposed Maximum Aggregate Offering Price[1][2]	Amount of Registration Fee[3]
Common Shares, par value $0.000111650536 per share		$	$100,000,000	$12,980

(1) Includes common shares subject to the underwriters' option to purchase additional shares.

(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(a) under the Securities Act of 1933, as amended.

(3) Pursuant to Rule 457(p) under the Securities Act, the Registrant is offsetting $9,337.50 against the amount of the registration fee payable with respect to this registration statement. The offsetting amount was originally paid by the Registrant in connection with the registration statement on Form F-1 filed by the Registrant on February 23, 2018 (File No. 333-223184), which was subsequently withdrawn by the Registrant. The Registrant has not sold any securities pursuant to the registration statement No. 333-223184. Accordingly, the amount of $9,337.50 is being offset against the total registration fee of $12,980 due for this registration statement, with the remaining $3,642.50 paid herewith.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Subject to Completion. Dated , 2020

PRELIMINARY PROSPECTUS

Shares

IBEX LIMITED

COMMON SHARES

This is an initial public offering of common shares of IBEX Limited. We are offering common shares. The selling shareholder identified in this prospectus is offering additional common shares. We will not receive any of the proceeds from the sale of the shares by the selling shareholder.

Prior to this offering, there has been no public market for our common shares. We anticipate that the initial public offering price will be between $ and $ per share. We have applied to list our common shares on the Nasdaq Global Market under the symbol "IBEX."

We are an "emerging growth company" as that term is used in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, and, as such, will be subject to reduced public company reporting requirements.

After completion of this offering, we will be a "controlled company" within the meaning of the Nasdaq Stock Market Rules because our parent company, The Resource Group International Limited, will own % of our then outstanding common shares. See "Prospectus Summary —Controlled Company Status," "Principal and Selling Shareholder" and "Risk Factors— Risks Related to Our Common Shares and this Offering."

Investing in our common shares involves substantial risk. Please refer to the "Risk Factors" on page 26.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions(1)	$	$
Proceeds to us, before expenses	$	$
Proceeds to the selling shareholder, before expenses	$	$

(1) We have agreed to reimburse the underwriters for certain FINRA-related expenses. See "Underwriting."

Delivery of the common shares is expected to be made on or about , 2020.

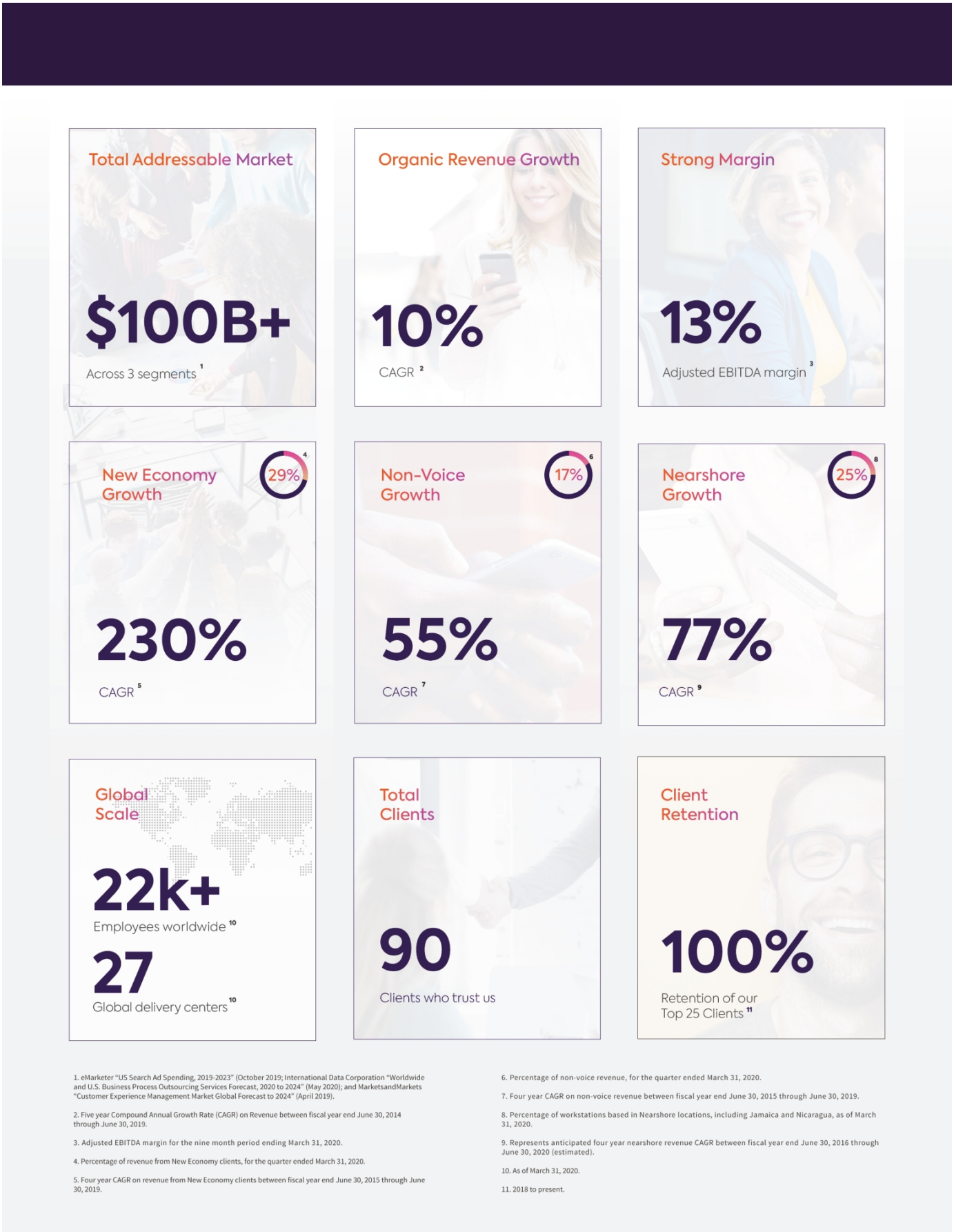
The selling shareholder has granted the underwriters a 30-day option to purchase up to an additional common shares at the initial public offering price less underwriting discounts and commissions.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Citigroup RBC Capital Markets Baird

SunTrust Robinson Humphrey Piper Sandler

, 2020



1. eMarketer "US Search Ad Spending, 2019-2023" (October 2019; International Data Corporation "Worldwide and U.S. Business Process Outsourcing Services Forecast, 2020 to 2024" (May 2020); and MarketsandMarkets "Customer Experience Management Market Global Forecast to 2024" (April 2019).

2. Five year Compound Annual Growth Rate (CAGR) on Revenue between fiscal year end June 30, 2014 through June 30, 2019.

3. Adjusted EBITDA margin for the nine month period ending March 31, 2020.

4. Percentage of revenue from New Economy clients, for the quarter ended March 31, 2020.

5. Four year CAGR on revenue from New Economy clients between fiscal year end June 30, 2015 through June 30, 2019.

6. Percentage of non-voice revenue, for the quarter ended March 31, 2020.

7. Four year CAGR on non-voice revenue between fiscal year end June 30, 2015 through June 30, 2019.

8. Percentage of workstations based in Nearshore locations, including Jamaica and Nicaragua, as of March 31, 2020.

9. Represents anticipated four year nearshore revenue CAGR between fiscal year end June 30, 2016 through June 30, 2020 (estimated).

10. As of March 31, 2020.

11. 2018 to present.

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Prospectus

You should rely only on the information contained in this prospectus. Neither we, the selling shareholder nor the underwriters have authorized any other person to provide you with any information, or to make any representations, other than as contained in this prospectus, any amendment or supplement to this prospectus or any free writing prospectus prepared by us or on our behalf. Neither we, the selling shareholder nor the underwriters take responsibility for, and provide assurance as to, the reliability of any information or representations that others may give you. This prospectus is an offer to sell only the shares offered hereby, and only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is accurate only as of the date of this prospectus and we undertake no obligation to update such information, except as may be required by law.

PROSPECTUS SUMMARY

The items in the following summary are described in more detail later in this prospectus. This summary provides an overview of selected information and does not contain all the information you should consider. Therefore, you should also read the more detailed information set out in this prospectus and the financial statements. Some of the statements in this prospectus constitute forward-looking statements. See "Forward-Looking Statements."

Except where the context otherwise requires or where otherwise indicated, the terms "IBEX," "ibex," "we," "us," "our," the "Company," the "Issuer" and "our business" refer to IBEX Limited, together with our consolidated subsidiaries.

This prospectus includes our trademarks as "IBEX," which are protected under applicable intellectual property laws and are the property of IBEX Limited or our subsidiaries. This prospectus also contains trademarks, service marks, trade names and copyrights of other companies, which are the property of their respective owners.

Overview

IBEX is a leading global customer experience ("CX") company delivering solutions to help the world's preeminent brands more effectively engage with their customers.

The outsourced industry is undergoing a paradigm shift with blue chip companies in traditional industries pivoting toward digitally-enabled marketplaces and increasingly digitally-native consumers. Companies are reacting to this shifting landscape with a relentless focus on CX and customer lifetime value ("LTV"). They are beginning to view their customer contact center providers as essential partners and extensions of their brand rather than cost centers that manage customer interaction. We define this new model and vantage point as "BPO 2.0" and believe that our differentiated suite of services and organizational characteristics uniquely position us to lead in this market, including:

- services that span the full customer lifecycle, ranging from customer acquisition to customer engagement to managing and measuring the customer experience;
- technology tools that enhance ambassador performance and drive unique client insights;
- multiple channels of engagement, ranging from voice to fast-growing digital channels such as chat and email;
- differentiated global delivery centers, where we have been successful in offering clients lower costs while maintaining high levels of quality; and
- unique, highly engaged culture that is overseen by a highly experienced management team that is flexible and moves at the speed of the client.

This marketplace driven shift to BPO 2.0 has been critical in our success, as we are well positioned on the leading edge which is demonstrated by our above-average revenue growth rates and success with both new economy and traditional blue chip branded clients. Our "New Economy" business, where we work with the faster-growing, new economy brands, has grown at a compound annual growth rate ("CAGR") of 230% for the last four years. We define New Economy clients as those that are experiencing high degrees of top-line growth which, in turn, drives significant increases in such companies' volume requirements for customer care BPO solutions. Between fiscal year 2015 and 2019, this category grew from 0.2% to 22.0% of our revenue. We have also been able to win blue chip brands that are looking for providers with a more innovative and outcome-oriented focus on customer engagement. Our work with New Economy clients has resulted in a rapid expansion of our non-voice solutions where we engage our client's customers through means, such as chat and email. Our revenue from non-voice channels has similarly grown at a rapid CAGR of 55% over the last four years.

Through our integrated Customer Lifecycle Experience ("CLX") platform, we provide solutions that span the entire customer lifecycle and range from broad-based integrated offerings to more customized solutions focused on specific client needs. Our top ten clients use an average of more than five services across our CLX platform.

Our CLX Suite of Solutions		
Digital (Digital Marketing) ***"Add customers."***	**Connect (Customer Engagement)** ***"Engage customers."***	**CX (Feedback Analytics)** ***"Grow relationships."***
Digital Marketing	Customer Service	Multi-Channel Digital Surveys
Lead Generation	Billing Support	Real-Time Issue Resolution
Online Sales	Technical Support	Analytics & Business Intelligence
Optimization	Up-Sell/Cross-Sell Retention / Renewals	Text / Sentiment Analytics
Lead Conversion	Win-backs	

During the fiscal year 2019, we managed approximately 138 million interactions with consumers on behalf of our clients through an omni-channel approach, using voice, web, chat and email. While traditional channels (voice) still account for a majority of our revenue, our revenue from non-voice channels (web, chat and email) increased from $33.3 million in the nine months ended March 31, 2019 to $51.4 million in the nine months ended March 31, 2020, and increased from $8.1 million in the fiscal year ended June 30, 2015 to $46.9 million in the fiscal year ended June 30, 2019. Non-voice revenue as a percentage of total revenue increased from 13.6% in the quarter ended March 31, 2019 to 16.8% in the quarter ended March 31, 2020, 11.9% in the nine months ended March 31, 2019 to 16.9% in the nine months ended March 31, 2020, and increased from 2.9% in the fiscal year ended June 30, 2015 to 12.7% in the fiscal year ended June 30, 2019. During the nine months ended March 31, 2020 and 2019, 76.0% and 48.6%, respectively, and during the fiscal years ended June 30, 2019 and 2018, 56.5% and 32.6%, respectively, of our revenue growth was attributable to the expansion of our non-voice business. The growth of our non-voice business has a positive impact on our profitability because our non-voice business has a higher workstation capacity utilization. In addition, ambassador attrition rate has been lower for our non-voice business, which saves us significant costs associated with hiring and training.

Our clients fit primarily within two categories. The first category is made up of mostly Fortune 500 brands, across a broad range of industries that have large customer bases and rely on outsourced providers to maximize customer retention and improve customer expansion. We refer to these clients as "blue chip" companies. Increasingly, clients in this category look to us as a nimble provider offering differentiated services as they face challenges in the wake of digital disruption. We apply our execution expertise and end-to-end CLX technology suite to enable these clients to adapt in a changing environment that requires a different type of customer experience for digital-native consumers. The second category of clients we serve are digitally-driven "disruptors." We refer to these clients as the "New Economy" companies. They tend to be faster-growing brands in high-growth industry verticals, such as (but not limited to) technology, e-commerce and consumer services. Our New Economy business is designed to meet these needs for new economy verticals and high-growth requirements, with a focus on launch, speed-to-performance and scale. While many of these New Economy clients are smaller, fast growing companies, there are several Fortune 500 companies within that group, such as Amazon and one of the leading ride-sharing companies in the United States. The success of our New Economy initiative with high-growth technology, e-commerce and consumer services clients is a key driver in the increase of our revenue from non-voice channels, and, as a result, has a positive effect on our profitability. Between fiscal year 2015 and fiscal year 2019, our revenue attributable to the high-growth New Economy business vertical increased at a 230% CAGR. In the nine months ended March 31, 2020, we derived $83.5 million, or 27.4%, of our revenue up from $58.0 million, or 20.7%, of our revenue in the nine months ended March 31, 2019 from our New Economy clients. In the quarter ended March 31, 2020, and March 31, 2019 we derived 28.6% and 24.3% of our revenue, respectively, from our New Economy clients. In fiscal year 2019, we derived $81.2 million, or 22.0% of our revenue, up from $45.9 million, or 13.4%, of our revenue in fiscal year 2018 and $0.7 million, or 0.2% of our revenue, in fiscal year 2015 from our New Economy clients. During the nine months ended March 31, 2020 and 2019, 100% and 100%, respectively, of our revenue growth was attributable to the expansion of our New Economy business vertical. During the fiscal years ended June 30, 2019 and 2018, 100% and 90%, respectively, of our revenue growth was attributable to the expansion of our New Economy business vertical. While most other client

segments operate under economics typical of the outsourced customer care industry, the success of our New Economy business vertical is a result of differentiating factors such as its growth trajectory, its contribution to profitability and the greater propensity for these clients to leverage digital forms of service delivery.

Our delivery centers are strategically located in labor markets with relatively low levels of resource competition, which enables us to attract, hire and retain a highly engaged, well trained and motivated workforce, resulting in high levels of client satisfaction. In recent years, we have opened all of our new delivery centers in lower-cost markets outside the United States, such as the Philippines, Jamaica and Nicaragua, where we have been successful in offering our clients a lower cost base while maintaining high levels of quality. We believe that a key factor in our success has been our development of a unique ibex brand within these labor markets, where we have an attractive work culture, evidenced by multiple awards. We operate and staff our delivery centers in line with global health standards including appropriate social distancing, and complement these centers with a highly developed work-at-home program. In addition, a large portion of our services have been classified by the local authorities as essential in nature, allowing for the continued operation of those facilities through any lockdowns, and wherever appropriate and permitted by our clients, we have shifted any remaining work to a work-at-home platform.

We believe we have successfully taken share in the market and, as such, have maintained a growth trajectory that is in excess of the broader industry. As an example, of our top 10 clients, four have been onboarded since the beginning of fiscal year 2017. Of those four, we are providing an average of more than four services, which have been delivered across more than two major geographies (e.g., United States, Metro Philippines, Provincial Philippines, Jamaica, Nicaragua, Pakistan, and Senegal). A typical initial client launch involves providing a single solution from a single site and, therefore, we believe that our growth has been the result of excellent service delivery. It is our overall thesis that being awarded multiple services across several geographies serves as a proxy for our trusted client relationships and the value clients recognize in our offerings. We operate in 2.3 geographies on average for our top ten clients. Furthermore, our profitability has increased at a rate significantly higher than our revenue growth. For the nine months ended March 31, 2020, our revenue was $304.3 million, our net income was $11.6 million, our net income, continuing operations, was $11.6 million and our Adjusted EBITDA from continuing operations was $40.6 million. For the nine months ended March 31, 2019, our revenue was $280.5 million, our net income was $11.2 million, our net income, continuing operations, was $0.1 million, and our Adjusted EBITDA from continuing operations was $28.9 million. For the fiscal year ended June 30, 2019, our revenue was $368.4 million, our net income was $11.0 million, our net loss, continuing operations, was $4.5 million, and our Adjusted EBITDA from continuing operations was $36.3 million. For the fiscal year ended June 30, 2018, our revenue was $342.2 million, our net loss was $15.9 million, our net loss, continuing operations, was $20.8 million, and our Adjusted EBITDA from continuing operations was $4.3 million. See “Reconciliation of Adjusted EBITDA from Continuing Operations from Net (Loss)/Income” on page 23.

Our financial position at June 30, 2019 and our results of operations for the fiscal years ended June 30, 2019 and 2018 reflect our disposition of Etelequote Limited to our parent company, The Resource Group International Limited, on June 26, 2019 and its treatment as a discontinued operation. Our results of operations for the nine months ended March 31, 2020 and 2019, and the fiscal year ended June 30, 2019 reflect the impact of our adoption, effective July 1, 2018, of IFRS 15, *Revenue from Contracts with Customers*, and IFRS 16, *Leases*. IFRS 15 has been implemented using the cumulative effect method, and IFRS 16 using the modified retrospective approach. As a consequence, comparative amounts for the fiscal year ended June 30, 2018 are not restated to reflect the adoption of IFRS 15 and IFRS 16 but instead continue to reflect our accounting policies under IAS 18, *Revenue*, and IAS 17, *Leases*. For additional detail on the impact of the adoption of IFRS 15 and IFRS 16 and the treatment of Etelequote Limited as a discontinued operation and their impact on the comparability of our financial position at June 30, 2019 and 2018 and our results of operations for the years then ended, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations.” For more information about our disposition of Etelequote Limited, refer to Note 30.3 to our audited consolidated financial statements included elsewhere in this prospectus.

Market Opportunity

We estimate that the total current addressable market for our suite of CLX solutions is well over $100 billion, and is comprised of the following areas of opportunity:

- *Customer Engagement (ibex Connect)* – The largest portion of our addressable market is the customer care segment within the Business Process Outsourcing ("BPO") industry, which makes up the largest portion of our revenue. International Data Corporation ("IDC"), a leading information technology research firm, estimates that the worldwide business process outsourcing services revenue in 2020 was $203.3 billion and expected to grow to $231 billion in 2024. Within this market, the customer care segment is the largest horizontal market, with approximately $77 billion of revenues in 2020 and expected to grow at a CAGR of 3.6% to $88.6 billion in revenues by 2024. Within the United States, customer care BPO spend accounted for $45 billion in 2020 and is expected to grow to $51.6 billion by 2024.
- *Customer Acquisition (ibex Digital)* – Our customer acquisition solution is enabled primarily by digital marketing which is one of the fastest growing segments of the media advertising industry. According to eMarketer, a leading market research company, digital marketing will make up 43% of all advertising spending in 2020. A significant portion of this fast-growing market consists of outsourced customer acquisition specialists, who have primarily adopted a pay-for-performance business model in which advertisers only compensate marketers once a target consumer has taken a particular action, such as filling out an information form or completing a purchase of a product or service. Also according to eMarketer, in 2020 $28 billion is expected to be spent annually on paid search in North America, our primary digital marketing channel. The market is projected to continue to grow in the near term and is rapidly evolving due to increased expectations for BPO vendors to innovate and constantly improve service quality.
- *Customer Experience Management and Analytics (ibex CX)* – With unprecedented access to technology, data and choices, consumers have elevated expectations about being heard, as well as how companies take action and respond in real time. As consumers gravitate toward digital channels (websites, mobile and social media), enterprises are seeking more technologically advanced solutions to collect data in real time and harness insights yielded by advanced analytics performed on those data to provide customized customer experiences. Markets and Markets, a leading B2B market research firm, estimates that the global customer experience management market will grow at a 13.3% CAGR, from $7.8 billion in 2019 to over $14.5 billion in 2023, with North America representing approximately $2.9 billion of market share in 2019. Similarly, Market Research Future estimates that the global market for customer experience analytics will increase to $12 billion by 2023.

Key Market Trends

A number of trends are driving growth and transformation in the outsourced customer interactions market. Historically, the industry was premised on labor arbitrage and cost. Offshoring of work to markets like India and the Philippines was driven primarily by the cost advantages those markets provided. However, the outsourced industry is undergoing a paradigm shift with blue chip clients pivoting toward technology-enabled marketplaces supporting an increasingly digitally-native consumer base. Companies are reacting to this shifting landscape with a relentless focus on CX and customer LTV. They view their customer contact center providers as essential partners and an extension of their brand rather than a cost center to manage customer interaction. In addition to clients in mature industries, emerging industries in the technology and consumer services sectors are changing the mix of solutions, channels and delivery locations. We believe that participants that offer a flexible, technology-oriented, and integrated solution will be best positioned to address the following key industry trends:

The Primacy of Customer Experience (CX)

- *A Dramatic Prioritization of CX* – As brands recognize that digital feedback mechanisms, such as social media, can rapidly impact brand perception in a positive or negative manner, the importance of delivering an exceptional customer experience has become a top priority for companies.
- *Consumer Centricity & Customer Lifetime Value (LTV)* – Customer expectations and behaviors are changing dramatically. Enabled by immediate feedback channels, consumers expect that enterprises will meet their

needs and preferences instantaneously in return for brand loyalty and greater share of customer spend. Accordingly, enterprises and brands are more focused on understanding their consumers' needs and developing business models that hinge on maximizing customer lifetime value. In turn, they are demanding outsourced customer engagement partners that can deliver customer-centric solutions in an omni-channel manner that maximizes customer retention.

Evolution of Client Needs

- *Outsourcing Across the Operational Value Chain* – Enterprises are more frequently relying on outsourced providers to address their needs across the entire customer lifecycle. Many companies, especially in the healthcare, financial services, and utilities space, are beginning to increasingly rely on the expertise of external vendors to deliver cost savings, ensure compliance, drive performance enhancements, and offer technology suites that serve to improve overall CX while allowing the brand to focus on their core products and competencies. Mature companies seek to digitally transform their current operations to meet the demands of the digital economy and diversify their capabilities. Companies in emerging sectors outsource due to their limited experience and/ or resources to manage increasing volumes of customer interactions, and in order to drive new customer demand, scale operations, optimize costs, protect their brand investment, and accelerate profitability.
- *Rise of Omni-Channel to Drive Consumer Centricity* – Customer expectations and behaviors are changing dramatically with the evolution of technology such as smart phones, tablets and social media. This has accelerated the speed of consumer interaction with the brands. Consumers expect the brands to meet their needs and preferences instantaneously in return for brand loyalty and a greater share of customer spend. To address this trend, brands are focused on providing a seamless experience via integration of all contact channels (chat, email, SMS, voice, etc.) to deliver customer-centric solutions in an omni-channel manner that maximize customer lifetime value.
- *Seeking Integrated, End-to-End Partners* – We believe clients are increasingly looking to utilize outsourcing partners who can provide unified solutions for a variety of touchpoints along the customer interaction value chain, from digital marketing to customer sales and support to CX and surveys. Vendors with integrated offerings will command a larger share of wallet from their clients, drive a great degree of insight and performance, and become more 'sticky' with their clients for longer-lasting relationships.
- *Bestshore, Flexible Delivery Model* – Clients are increasingly differentiating between providers based on their ability to provide a flexible, turnkey delivery model that can offer a mix of onshore, nearshore, offshore, and remote working capabilities. In light of recent global events, clients have indicated a heightened importance on the ability of providers to shift their delivery rapidly between various location models.
- *Data Protection & Security* – With the rise of the digital economy has come a rise in both the concern toward, and vulnerability of, consumer data. Both mature and new economy brands are placing a higher degree of focus on the technology that underpins the data security & fraud systems deployed by their partners; having an advanced and secure system architecture along with data center redundancy and advanced security technologies are becoming increasingly important, understanding that any security breach can result in a devastating impact to a client's brand and a consumer's loyalty.

Impact of Technology, Automation, & Artificial Intelligence ("AI")

- *Data and Analytics* – Enterprises are increasingly demanding that their providers of customer interaction solutions integrate data analysis & insight into their core service offerings, in order to drive continuous performance and superior outcomes. These business intelligence tools can yield actionable insights across every customer touchpoint enabling clients to address customer issues in real time. We expect that investments in automation, digitization and machine learning will be key drivers in the industry as clients seek to adopt more technology-rich ways of servicing their customers.
- *Artificial Intelligence to Enhance Service Delivery* – With the increasing applicability of AI in enhancing business processes, the customer care industry is starting to integrate AI into its range of solutions.

Favorable Emerging Market / Client Trends

- *Integrated Technology Solutions for Mature Sectors* – Fortune 500 companies that historically utilized traditional live-agent, voice-based services are now integrating new technology-enabled solutions that include multi-channel delivery, self-serve options and automation. Such solutions allow them to achieve greater operational flexibility and innovate their service offerings.
- *Solutions Catered to High-Growth Sectors* – The challenges that new economy "disruptors" face consist largely of managing high growth within their customer base, while simultaneously maintaining a high-quality customer experience. In contrast to mature business models, new economy companies have generally not focused on developing large-scale insourced customer operations; therefore, they rely on external partners that can deliver customer service, engagement and support while maintaining the quality of their brands. Most of these companies source their customer interaction needs from lower-cost locations outside their home markets.

Our Solutions

We work closely with our clients to optimize and accelerate every customer interaction. We offer technology-centric solutions through our integrated customer lifecycle experience (CLX) platform. Our solutions offer a variety of performance-enhancing and risk-mitigating capabilities, to help our clients protect and enhance their brands, grow and retain their customer bases, and maximize customer lifetime value. Our comprehensive offering of customizable solutions drives deep customer integration and long-term trusted relationships with our clients. Our solutions can be procured on a stand-alone, point solution basis, or in an integrated manner covering multiple stages across the customer lifecycle journey.

ibex Digital

In our Customer Acquisition solution, we work with consumer-facing businesses to drive online customer demand. We offer Search, Social, & Display advertising capabilities, helping our clients promote brand awareness and drive high-volume, low-churn new customer conversion. With proprietary algorithms that strategically target high-value customers and seamlessly optimize ad bidding and deployment, ibex Digital is capable of reducing a client's customer acquisition costs. Additionally, ibex Digital can also seamlessly transition customers from client-to-call, where the initial interest is driven digitally, and the conversation is closed at an ibex call center with a trained sales agent. We are typically compensated by our clients on a pay-per-performance basis, where we earn a commission upon the successful addition of a new customer.

ibex Connect

Our Customer Engagement solution is the core of our CLX platform and generates the majority of our revenue. This solution is comprised of customer service (assisting customers with information about our clients' and their products or services), technical support (providing specialized teams to provide information, assistance and technical guidance to our clients' customers on a specific product or service) and other value-added outsourced back office services (finance and accounting, marketing support, sales operations, and human resources administration). We deliver this solution through our omni-channel platform, which integrates voice, email, chat, SMS, social media and other communication applications.

ibex CX

In our Customer Experience solution, we offer a comprehensive suite of proprietary software tools to measure, monitor and manage our clients' customer experience, as well as a set of analytics capabilities that interpret data generated by our interactions and deliver recommendations to the benefit of their operations and brand. By applying these tools, we enable our clients to improve retention of their customers, identify and manage service issues in real time, predict future behavior and enhance overall customer satisfaction. Our platform includes management of omni-channel surveys, interactive artificial intelligence, text analytics and sentiment analysis, a business intelligence suite and case management capabilities. Given the significant preponderance of voice interactions within our solutions, we utilize technologies such as speech-to-text to deploy the above analytic tools.

Underpinning our end-to-end CLX solutions is our ability to leverage technology to help clients drive insights and manage interactions across the customer journey. Over the past five years, we have invested significant resources into building and deploying proprietary technology, focusing on next-generation software deployed across the full customer lifecycle journey, driving revenue growth, productivity improvements, experience enhancement and competitive differentiation. Our technology efforts are led by ibex Wave X, which is staffed by a team of 400 developers, with expertise in major platform integration, and a 16-year legacy of value creation and outcome-oriented technology development.

We believe that we have built an industry-leading, comprehensive suite of software products and applications, deployed at enterprise scale across multiple industries along the full consumer lifecycle.

In particular, we have integrated AI functionality into multiple portions of our CLX solution suite. In our core Customer Engagement offering, we deploy third party technologies such as such as Afiniti, CallMiner, and Cogito that enhance customer interaction. For our Customer Acquisition offering, we have developed a technology called Adcast AI that uses AI to better match our search engine keyword bidding with our available call center capacity. Our technology innovations ensure that we are at the forefront of our industry in employing digital solutions on behalf of our customers. Across all three of our solutions areas (ibex Digital, ibex Connect and ibex CX), the portion of our revenue from digital services (i.e., digital support, including omni-channel and other digital services) comprises 30% and 28% of total revenue for the nine months ended March 31, 2020 and 2019, respectively.

Additionally, our business is highly data intensive, and as a result, we have collected datasets from more than 654 million customer interactions since 2013. We overlay our proprietary datasets with third-party data and other available data to derive insights into customer behaviors and preferences, which in turn optimizes our solutions and enables enhanced delivery of our services.

ibex Wave X is working to transform and augment the customer lifecycle through the use of embedded AI & Analytics across every customer touchpoint.

Our Strengths

We believe that we have established a leadership position in the CLX solutions market. Whether in mature, high-growth or emerging industries, we are able to provide clients with a compelling value proposition that combines our full spectrum of customer lifecycle solutions with a global delivery model and innovative technology. We believe that the investments we have made have placed us in a strong competitive position with substantial first-mover advantages. Our leadership position is founded on the following key competitive strengths, including:

- *Differentiated as a Nimble, Disruptive Provider* – We believe that we have a distinct organizational culture that embraces technological disruption and is characterized by innovation, speed and structural nimbleness. Our innovative and entrepreneurial culture is a key differentiator and gives us a competitive advantage in delivering high-quality solutions to clients around the globe. With mature clients, this culture plays to our advantage by showcasing the inflexibility of larger incumbents. With high-growth clients, which we refer to as New Economy clients, we believe that our entrepreneurial approach is in line with their own culture.
- *Technology Solutions & Continuous Innovation* – ibex Wave X is the hub of our technology development and innovation effort to drive value-added technology development that improves ambassador interactions, client CX, and overall performance benchmarks. Our CLX platform combines our proprietary technology with our service delivery model to provide our clients with customized solutions at a large scale. We are integrating artificial intelligence into each stage of the customer lifecycle, from customer acquisition, to engagement, to surveys & analytics. Our proprietary technology allows us to provide innovative, automated and customizable solutions to our clients more efficiently than if delivered through a purely service-based delivery model.
- *Provider of Customizable Sets of Customer Lifecycle Experience Solutions* – The customer lifecycle, from acquisition to retention, has become more challenging, complex and competitive for enterprises to manage. We designed a differentiated suite of digital and operational solutions that seamlessly manages interactions throughout all phases of the customer lifecycle, across multiple channels, customized to a client's specific needs.

- *Proven Expertise in Mature Industries* – We believe that we have built a deep level of expertise in serving clients in mature industries, including the telecommunications and cable sectors. We believe that we are able to provide value at all stages of the customer lifecycle for these industries, from lowering the cost of customer acquisition to increasing customer lifetime value through improved retention and increased up-sell.
- *World-Class Global Delivery with Nearshore & Offshore Diversification* – Our global delivery model is built on onshore, nearshore and offshore delivery centers, and includes our ability to also support work-at-home capabilities. We seek to operate state-of-the-art 'highly-branded' sites in labor markets that are underpenetrated in order to maintain our competitive advantage, retain our position in those labor markets as an employer of choice and deliver a highly scalable and cost-effective solution to our clients. Our highly-branded centers enable us to create a differentiated connection to our clients' brands and customers. In addition, with a broad network of 27 contact centers spread across multiple geographies, we provide much needed geographic diversity for our clients. In particular, significant investments made in nearshore sites, such as Jamaica and Nicaragua, enable us to offer untapped talent pools for high quality service, proximity to home (US) operations and competitive price points, and often an existing brand affinity. We estimate a 77% CAGR in nearshore revenue for Jamaica and Nicaragua for the four year period from fiscal year ended June 30, 2016 through the fiscal year ending June 30, 2020 and a 21% CAGR in offshore revenue from fiscal year ended June 30, 2018 through June 30, 2020.
- *Innovative and Entrepreneurial Culture* – We believe we have established a strong, unique corporate culture that is critical to our ability to recruit, engage, motivate, manage and retain our talented global workforce of over 22,500 employees. A culture which we actively foster through events including, employee galas, VIP events, talent shows, community outreach to engage, reward, and support our ambassadors. At ibex, we ensure our employees are extensions of our clients' brand identities, delivering passionate and industry-leading results
- *Client Satisfaction and Retention* – Our ability to build deep and trusted relationships with our clients is core to who we are. Since the end of fiscal year 2018, we have successfully retained all of our top 25 clients, which represented over 95% of our revenue in fiscal year 2018. Additionally, we monitor customer satisfaction in the form of a net promoter score (NPS) which is tracked through our ibex annual Client Satisfaction Survey. Based on ibex's 2019 Client Satisfaction Survey, we scored a NPS of 68 which indicates strong, mutually-beneficial relationships with our clients built on the value clients place in our services and solutions and level of service we consistently deliver. We believe that our success with client retention is driven by our ability to perform at or above our client expectations and our competitors as well as our investment in building deep relationships with our clients at multiple levels within their businesses.

Our Growth Strategy

Our goal is to become a key strategic partner to both mature and high-growth companies that require outsourced customer interaction solutions, especially as they seek to address consumers that are increasingly digitally savvy. We have built a platform that we believe is well-positioned for strong, sustainable, long-term growth. Over the last five years, our revenues have increased at a CAGR of 10.1%, growing from $227.4 million in the fiscal year ended June 30, 2014 to $368.4 million in the fiscal year ended June 30, 2019. This growth rate is significantly greater than that of our constituent markets, especially the BPO industry, which, according to IDC, grew at an annualized rate of 2.9% between 2015 and 2020.

Our growth model is designed to deploy a "land and expand" approach by targeting and initiating delivery both with mature, global enterprises as well as relatively younger, high-growth clients, and subsequently expanding our services with these clients. The breadth of our capabilities, our ability to deliver a superior experience to our clients and our global delivery capabilities have allowed us to successfully land new clients and then expand our wallet share with them over time. We believe our growth will be bolstered in the future as clients continue to recognize the benefits of partnering with an end-to-end customer interactions provider, and we are able to cross-sell our broad suite of solutions through our client base. Moreover, the current capacity at our onshore and nearshore delivery centers will be able to support our near-term growth with minimal incremental investment, with future investments in capacity expected to be success-based and in response to growth demands of our business.

Our growth strategy is based on the following key components:

- *Continue Winning Blue Chip Clients* – We've been able to win marquee blue chip brands that are looking to transform their customer engagement strategy through a more innovative and outcome-oriented focus. For these customers, our value proposition is primarily focused on acting as a partner to drive digital transformation in their existing operations. The imperative of engaging digitally with a new type of consumer is all the more urgent as these companies increasingly face-off against emerging new economy players. ibex has increasingly gained share in these relationships, often displacing existing incumbent vendor(s).
- *Continue Winning New Clients with New Economy* – Our New Economy initiative combines our Customer Engagement, Customer Acquisition and Customer Experience solutions into an integrated solution set that is focused on the needs of high-growth emerging technology markets. Our success in our New Economy segment can be traced to its inception in 2014, when we began servicing a new client in the emerging technology space. We launched our New Economy initiative in the summer of 2018 to help similar clients attain and support their high-growth objectives. We believe we are among the top tier of providers of outsourced customer interaction solutions that can address the unique needs of such clients. In addition, New Economy customers are generally higher margin as a result of lower customer acquisition costs and a greater portion of non-voice revenue, which is delivered with greater efficiency.
- *Grow Strategic Verticals with Specific Domain Strategies* – Our ibex Financial, ibex Health, and ibex Utilities sub-brands are structured to accelerate growth using a highly targeted and performance-driven approach. Within ibex Financial, we intend to build on recent wins we have had with payments companies. Within ibex Health, we see significant opportunity to provide revenue cycle management as well as medical coding and billing services. Finally, within ibex Utilities, we see the opportunity to acting as the "utility mover" for our clients', by facilitating our clients' customers' moves in the form of targeted offers and services that could be of interest at the time certain customers are undergoing a physical move or changing utility provider.
- *Expand Service & Lines of Business (LOBs) with Current Clients ("Expand")* – The breadth of our solutions over the full customer lifecycle creates the ability to cross-sell each solution throughout our client base. Our client base has many large, global brands that have multiple lines of business across multiple geographies. Our typical model is to provide a launch in one center with one CLX service such as Customer Engagement. Our goal is then to "expand" with additional CLX services or new geographies where we operate for our clients. We believe that the success of our initial launches has enabled our client teams to broaden our scope of engagement with these clients to include additional solutions within our suite of offerings.
- *Pursue Strategic Acquisitions* – Our acquisition strategy targets situations in which it is optimal to acquire versus build. It will primarily be focused on adding additional omni-channel capabilities, providing access to new geographies and acquiring technologies that further differentiate our solutions.

By offering technology-enabled customer interactions solutions through our integrated CLX platform, and focusing on our strategies for growth, we believe we are well positioned to compete effectively in the customer engagement marketplace, continue to take market share and capitalize on market growth.

Risk Factors

Investing in our common shares involves a significant degree of risk. See "Risk Factors" beginning on page 26 of this prospectus for a discussion of factors you should carefully consider before deciding to invest in our common shares. These risks include:

- The COVID-19 pandemic has adversely impacted our business and results of operations. The ultimate impact of COVID-19 on our business, financial condition and results of operations will depend on future developments which are highly uncertain and cannot be predicted at this time, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States, local governmental authorities in our international sites and our clients in response to the pandemic;

- Frontier, our largest client as of March 31, 2020, has filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, which could have a material adverse effect on our business, financial conditions, results of operations and cash flows;
- Our business is dependent on key clients, and the loss of a key client could have an adverse effect on our business and results of operations;
- We enter into multi-year contracts with our clients. Our failure to price these contracts correctly may negatively affect our profitability;
- The terms of our client contracts may limit our profitability or enable our clients to reduce or terminate their use of our solutions;
- The consolidation of our clients or potential clients may adversely affect our business, financial condition, results of operations and prospects;
- If our clients decide to enter into or further expand insourcing activities in the future, or if current trends toward outsourcing services and / or outsourcing activities are reversed, it may materially adversely affect our business, results of operations, financial condition and prospects;
- Natural events, health epidemics (including the outbreak of a novel strain of coronavirus (COVID-19)), wars, widespread civil unrest, terrorist attacks and other acts of violence involving any of the countries in which we or our clients have operations could adversely affect our operations and client confidence.
- Our business is subject to a variety of U.S. and international laws and regulations, including those regarding privacy, data protection and information security, and our customers may be subject to regulations related to the handling and transfer of certain types of sensitive and confidential information. Any failure to comply with applicable laws and regulations would harm our business, results of operations and financial condition.
- We have a limited operating history as an integrated company under the IBEX brand, which makes it difficult to evaluate our future prospects and the risks and uncertainties we may encounter;
- Portions of our business have long sales cycles and long implementation cycles, which require significant resources and working capital;
- Our business relies heavily on technology, telephone and computer systems as well as third-party telecommunications providers, which subjects us to various uncertainties;
- Our business is heavily dependent upon our international operations, particularly in Pakistan and the Philippines and increasingly in Jamaica and Nicaragua, and any disruption to those operations would adversely affect us;
- The inelasticity of our labor costs relative to short-term movements in client demand could adversely affect our business, financial condition and results of operations;
- If we are unable to implement and maintain effective internal control over financial reporting, the accuracy and timing of our financial reporting may be adversely affected, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports in addition to applicable stock exchange listing requirements, investors may lose confidence in our financial reporting, and our share price may decline as a result; and
- Damage or disruptions to our technology systems and facilities either through events beyond or within our control could have a material adverse effect on our business, financial condition, results of operations and prospects.

Company History

Prior to June 30, 2017, our business was conducted through various wholly- or majority-owned portfolio companies of The Resource Group International Limited (“TRGI”), which we refer to as the Continuing Business Entities. The predecessor companies for our Customer Engagement and Customer Expansion solutions were established in 1996 and acquired by TRGI in 2004. The predecessor company for our Customer Experience solution was established in 1984 and acquired by TRGI in 2004. The predecessor company for our Customer Acquisition business was founded as a subsidiary of TRGI in 2008.

On June 30, 2017, TRGI completed a series of transactions, which we refer to as the Reorganization Transaction, as a result of which the Continuing Business Entities became our subsidiaries. For more information on the Reorganization Transaction and our corporate group, see “Certain Relationships and Related Party Transactions—Reorganization Transaction.”

We are an exempted company with limited liability under the laws of Bermuda. We were incorporated on February 28, 2017 under the name Forward March Limited. We changed our name to IBEX Holdings Limited on September 15, 2017 and then changed our name to IBEX Limited on September 11, 2019. We maintain a registered office located at Crawford House, 50 Cedar Avenue, Hamilton HM11 Bermuda, and the telephone number for this office is (441) 295-6500. Our website address is http://www.ibex.co. The information contained on, or accessible through, our website is not a part of this prospectus, and you should only rely on the information contained in this prospectus when making a decision as to whether to invest in our common shares.

Emerging Growth Company

The Jumpstart Our Business Startups Act (the “JOBS Act”) was enacted in April 2012 with the intention of encouraging capital formation in the United States and reducing the regulatory burden on newly public companies that qualify as emerging growth companies. We are an emerging growth company within the meaning of the JOBS Act. As an emerging growth company, we may take advantage of certain exemptions from various public reporting requirements, including the requirement that we provide more than two years of audited financial statements and related management’s discussion and analysis of financial condition and results of operations, and that our internal control over financial reporting be audited by our independent registered public accounting firm pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”) not applicable to foreign private issuers (“FPIs”). We may take advantage of these exemptions until we are no longer an emerging growth company.

We will remain an emerging growth company until the earliest to occur of:

- the last day of the fiscal year in which we have more than $1.07 billion in annual revenues;
- the date on which we become a “large accelerated filer” (the fiscal year-end on which at least $700 million of equity securities are held by non-affiliates as of the last day of our then-most recently completed second fiscal quarter);
- the date on which we have issued, in any three-year period, more than $1.0 billion in non-convertible debt securities; and
- the last day of the fiscal year ending after the fifth anniversary of the completion of this offering.

See the section titled “Risk Factors—Risks Related to Our Common Shares and this Offering.” We are an “emerging growth company” and the reduced disclosure requirements applicable to emerging growth companies may make our common shares less attractive to investors due to certain risks related to our status as an emerging growth company.

Controlled Company Status

Following the completion of this offering, we will be a “controlled company” under Nasdaq rules because more than 50% of the voting power of our shares will be held by TRGI. See “Principal and Selling Shareholder.” We intend to rely upon the “controlled company” exception relating to the board of directors and committee independence requirements under the Nasdaq listing rules. Pursuant to this exception, we will be exempt from the rules that would otherwise require that our board of directors consist of a majority of independent directors and that our compensation committee and nominating and governance committee be composed entirely of independent directors. The “controlled company” exception does not modify the independence requirements for the audit committee, and we intend to comply with the requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and Nasdaq, which require that our audit committee have a majority of independent directors upon consummation of this offering, and exclusively independent directors within one year following the effective date of the registration statement relating to this offering.

Basis of Presentation, Change in Reporting Segments and Other Information

We present our historic financial information under International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board (the "IASB") (which we refer to as "IFRS as issued by the IASB"). Our audited consolidated financial statements are prepared and presented in U.S. dollars, which is the functional and presentation currency of IBEX Limited.

Historically, we conducted our business in two reporting segments, Customer Acquisition and Customer Management. The audited consolidated financial statements as of June 30, 2019 and 2018 and for the fiscal years then ended are prepared on the basis of those two reporting segments. On June 26, 2019, we disposed of our health insurance acquisition business, which represented a significant portion of our Customer Acquisition segment, through the transfer of our equity interests in Etelequote Limited to our parent company, The Resource Group International Limited. We also integrated the remaining portion of our Customer Acquisition segment with our Customer Management business. In addition, the nature of our Customer Acquisition operations evolved during the last quarter of the fiscal year ended June 30, 2019 such that a significant portion of those operations bear significant similarity to the business conducted by our legacy Customer Management segment. As a result, effective July 1, 2019, we will report our results on a single segment basis. For financial statement purposes, Etelequote Limited is treated as a discontinued operation as of June 30, 2019 and for the fiscal years ended June 30, 2019 and 2018. For additional detail concerning our disposition of Etelequote Limited, refer to Note 30.3 to our audited consolidated financial statements included elsewhere in this prospectus.

In this prospectus, all references to "U.S. dollar" and "$"are to the lawful currency of the United States, and all references to Pakistani Rupee ("PKR") and Philippine Peso ("PHP") are to the lawful currencies of Pakistan and the Philippines, respectively. Certain numerical figures set out in this prospectus, including financial data presented in millions or thousands and percentages, have been subject to rounding adjustments, and, as a result, the totals of the data in this prospectus may vary slightly from the actual arithmetic totals of such information.

Share Capital Structure; Conversion upon Initial Public Offering

As a result of a recapitalization implemented on December 21, 2018 in connection with our adoption of the 2018 Restricted Share Plan (the "2018 RSA Plan"), our authorized share capital is divided into three series of preferred shares (each carrying its own rights and preferences) and two classes of common shares. The authorized and outstanding shares of each series of preferred shares and class of common shares as of March 31, 2020 are as follows:

- Series A Convertible Preferred Share ("Series A preferred share") – 1 Series A preferred share is authorized, issued and outstanding, and it is held by our parent company, The Resource Group International Limited.
- Series B Convertible Preferred Shares ("Series B preferred shares") – The maximum authorized number of Series B preferred shares is 12,512,994.4665, of which 11,083,691.3814 were issued and outstanding and are held by our parent company, The Resource Group International Limited (10,764,317.9358 Series B preferred shares), and Mr. Jeffrey Cox, one of our executive officers (319,373.4456 Series B preferred shares).
- Series C Convertible Preferred ("Series C preferred shares", and together with the Series A preferred shares and the Series B preferred shares, the "preferred shares") – The maximum authorized number of Series C preferred shares is 12,639,389.35, of which 111,986.4786 were issued and outstanding and are held by our parent company, The Resource Group International Limited (108,730.4842 Series C preferred shares), and Mr. Cox (3,225.9944 Series C preferred shares).
- Class A Common Shares ("Class A common shares") – The maximum authorized number of Class A common shares is 79,766,504.249454, of which none are issued and outstanding.
- Class B Common Shares ("Class B common shares") – The maximum authorized number of Class B common shares is 2,559,323.13, of which 1,851,788 were issued subject to vesting restrictions pursuant to awards made to our directors, executive officers and other senior management personnel.

Upon the consummation of this offering, the outstanding preferred shares and then vested Class B common shares will automatically and mandatorily convert as follows:

- The Series A preferred share will convert into one Series C preferred share;
- Each Series B preferred share will convert into Series C preferred shares on a one-for-one basis;
- Each Series C preferred share (including those issued as a result of the conversions of Series A preferred shares and Series B preferred shares into Series C preferred shares) will convert into a number of Class A common shares that will be determined in accordance with a formula that is set forth in the certificate of designations pursuant to which the Series C preferred shares were authorized and issued on December 21, 2018, which number of Class A common shares will vary depending on the initial public offering price per share in this offering and the number of preferred shares outstanding immediately prior to the pricing of this offering;
- Each Class B common share will convert into Class A common shares on a one-for-one basis; and
- Each Class A common share will be redesignated as a common share.

The information in this prospectus regarding the Class A common shares to be issuable upon conversion of our Series C preferred shares is based on an assumed initial public offering price per common share of $, which is the midpoint of the estimated price range set forth on the cover of this prospectus. To the extent that the actual initial public offering price per share for this offering is greater or less than $, the actual number of Class A common shares issued in connection with the conversion of the Series C preferred shares will be adjusted accordingly.

For additional detail concerning our current share capital structure and the conversions of Series A preferred shares and Series B preferred shares into Series C preferred shares and of Series C preferred shares and Class B common shares into Class A common shares, see “Description of Share Capital” and “Pricing Sensitivity Analysis.”

THE OFFERING

Common Shares offered	
By us:	common shares
By the selling shareholder:	common shares
Total:	common shares
Common Shares to be outstanding immediately following this offering	common shares
Option to Purchase Additional Shares	The selling shareholder has granted the underwriters an option to purchase an additional common shares to cover over-allotments. The underwriters may exercise this option at any time within 30 days from the date of this prospectus.
Use of Proceeds	We estimate that the net proceeds to us from this offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, will be approximately $ million, assuming an initial public offering price of $ per common share, which is the midpoint of the price range set forth on the cover page of this prospectus. The principal purposes of this offering are to increase our capitalization and financial flexibility, enhance our visibility in the marketplace, create a public market for our common shares and fund growth initiatives. We intend to use between $ million and $ million of the net proceeds that we receive from this offering for: (i) $ million to $ million in capital expenditures to build out additional facilities to accommodate growth from new and existing clients, as well as expand our existing facilities to accommodate social distancing requirements related to the current COVID-19 situation; (ii) $ million to $ million to invest in upgraded support systems that improve our internal employee management as well as real time financial reporting; and (iii) $ million to $ million representing an increase in our investments in our research and development effort, and in particular our development and deployment of artificial intelligence tools. We will also consider using part of the net proceeds from this offering for repayment of some of our financial indebtedness that carries a higher interest rate. We may also use part of the net proceeds from this offering for working capital as well as future strategic acquisitions of, or investments in, other businesses or

	technologies that we believe will complement our current business and expansion strategies (although we have no binding obligations to enter into any such acquisitions or investments) and other general corporate purposes. See “Use of Proceeds.” We will not receive any proceeds from the sale of common shares by the selling shareholder.
Dividend Policy	We have never declared or paid any dividends on our common shares other than a dividend declared by one of our subsidiaries during the fiscal year ended June 30, 2017, the remaining $1.6 million of which was paid during the fiscal year ended June 30, 2019. We currently do not plan to declare dividends on our common shares in the foreseeable future. See “Dividend Policy.”
Lock-Up Agreements	We, our directors, executive officers and all of our existing shareholders and warrant holders have agreed with the underwriters, subject to certain exceptions, not to sell, transfer or dispose of any of our shares or similar securities for 180 days after the date of this prospectus. See “Underwriting.”
Listing	We have applied to list our common shares on the Nasdaq Global Market under the symbol “IBEX.”
Risk Factors	See “Risk Factors” and other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in our company shares.

Shares to be Issued and Outstanding

Except as otherwise indicated, all information in this prospectus assumes:

- an initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus;
- the automatic conversion, upon the completion of this offering, of one Series A preferred share, 11,083,691.3814 Series B preferred shares, 111,986.4786 Series C preferred shares and 1,137,768 Class B common shares into an aggregate of common shares; and
- no exercise of the underwriters’ option to purchase up to additional common shares.

In this prospectus, unless otherwise indicated, the number of our common shares to be issued and outstanding after this offering excludes:

- 714,020 common shares issuable in respect of Class B common shares that have been issued under the 2018 Restricted Share Plan and remain subject to vesting conditions;
- 707,535 common shares available for future issuance as of March 31, 2020 under the 2018 Restricted Share Plan (all of which were transferred to the IBEX Limited 2020 Long Term Incentive Plan (the “2020 LTIP”), which was approved and adopted on May 20, 2020, and included in a total of 1,287,326.13 common shares issuable thereunder as of May 20, 2020); and
- up to 1,443,740.49 common shares issuable upon exercise of the warrant that we issued to Amazon.com NV Investment Holdings LLC, or Amazon, on November 13, 2017, as subsequently amended (the “Amazon Warrant”).

RECENT DEVELOPMENTS

Preliminary Financial Results

Our consolidated financial statements for the year ended June 30, 2020 have not yet been prepared by management. We have presented preliminary estimated ranges of certain of our financial results below for the three months and fiscal year ended June 30, 2020 based on information currently available to management. Our financial closing procedures for the three months and fiscal year ended June 30, 2020 are not yet complete. As a result, our actual results for the fiscal year ended June 30, 2020 may differ materially from the preliminary estimated financial results set forth below upon the completion of our financial closing procedures, final adjustments, and other developments that may arise prior to the time our financial results are finalized. You should not place undue reliance on these estimates. The preliminary estimated range of financial results set forth below have been prepared by, and are the responsibility of, management and are based on a number of assumptions. Our independent registered public accounting firm, BDO LLP, has not audited, reviewed, compiled, or performed any procedures with respect to the preliminary estimated financial results. Accordingly, BDO LLP does not express an opinion or any other form of assurance with respect thereto. See “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Forward-Looking Statements” for additional information regarding factors that could result in differences between the preliminary estimated ranges of certain of our financial results that are presented below and the actual financial results we will report for the fiscal year ended June 30, 2020.

The preliminary estimated financial results set forth below should not be viewed as a substitute for full financial statements prepared in accordance with IFRS. We will not publicly file our actual audited consolidated financial statements and related notes for the fiscal year ended June 30, 2020 with the U.S. Securities and Exchange Commission until after the consummation of this offering. In addition, the preliminary estimated financial results set forth below are not necessarily indicative of results we may achieve in any future period. While we currently expect that our actual results will be within the ranges described below, it is possible that our actual results may not be within the ranges we currently estimate. Refer to “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for additional information regarding our historical financial results.

We have presented the following preliminary estimated ranges of certain of our financial results for the three months ended and fiscal year ended June 30, 2020:

	Three months ended June 30,		Year ended June 30,	
	2020	2019	2020	2019
	estimated and unaudited		estimated and unaudited	
	Low	High	Low	High
Statement of operations data				
Revenue				
Net income for the period, continuing expenses				
Other Financial Data				
Reconciliation of Adjusted EBITDA from Continuing Operations from Net Income				
Net income				
Finance expenses				
Income tax (expense)/benefit				
Depreciation and amortization				
EBITDA from continuing operations				
Non-recurring expenses				
Foreign exchange losses				
Other income				
Fair value adjustment				
Share-based payments				
Adjusted EBITDA from continuing operations				

COVID-19

In March 2020, the World Health Organization declared the outbreak of the ongoing coronavirus outbreak ("COVID-19") as a global pandemic ("Pandemic"). The Pandemic has had a widespread and detrimental effect on the global economy and has adversely impacted our business and results of operations. We have experienced travel bans, states of emergency, quarantines, lockdowns, "shelter in place" orders, business restrictions and shutdowns in most countries where we operate. To keep our personnel and sites safe, we rapidly deployed personal protective equipment for use by our personnel, installed hand sanitizing stations in our sites and began frequent deep cleaning of our sites.

On March 16, 2020, the government of the Philippines issued an immediate Enhanced Community Quarantine ("ECQ") in Manila. The ECQ involved shutting down public transportation and non-essential businesses and implementing restrictions on outsourcing providers, including strict rules on social distancing and employee transportation. These rules initially reduced delivery capability from our five metro Manila sites by more than half. We immediately implemented a multi-prong recovery plan that included work at-home enablement, accommodation of our ambassadors at hotels in close proximity to our sites, private transportation for employees (generally within a five-kilometer radius of our sites) and a "Walk to Work" initiative. Similar delivery restrictions were implemented outside Manila in early April, and in Jamaica in mid-April. We launched similar recovery and enablement plans in those locations and pre-emptively undertook similar measures in our other facilities around the world. The measures included an accelerated rollout of work-at-home ambassador enablement as well as social distancing within our sites. As a result, we were able to maintain a high degree of continued delivery for our clients through the lockdown in our various geographies. Our proactive and nimble approach enabled us to launch in new markets for our clients, including Nicaragua and Pakistan. We believe our proven and flexible delivery model can mitigate the impact of similar situations in the future. Social distancing has now been launched in all our global delivery centers.

Client demand for our services was robust during the lockdown. With many of our clients operating in essential verticals such as telecommunications, shipping and delivery, money transfer, e-commerce, video streaming and food and grocery delivery, our client volumes for customer interactions exceeded our historical averages, including elevated volumes for 70% of our clients. Through a flexible, secured cloud-based IT platform, we were able to rapidly transition over 9,200 employees across 26 clients to a work-at-home arrangement. Our leading employee engagement and loyalty enabled us to accommodate over 1,600 employees at hotels in close proximity to our sites. These employees volunteered to stay at these hotels for over eight weeks, allowing them to comply with the ECQ and continue to work in our socially distanced sites. Less than 20% of our employees were impacted by furloughs in the initial months of the pandemic and as of May 31, 2020 we were operating with approximately 13% of our ambassadors furloughed. In addition, we have been able to offset diminished staff availability with a combination of higher work hours and higher volume utilization from our non-furloughed employees. As a result, we were able to secure market share from our competitors that were less nimble or faced technology challenges with a changed delivery environment.

We experienced continued success in our business development efforts since March 31, 2020. With typical client sales channels unavailable due to the Pandemic, we implemented an alternate sales strategy to win six new clients spanning strategic verticals such as healthcare and financial services. These wins also include new New Economy clients in the food delivery and internet-based home security verticals. This alternate sales strategy involved the use of virtual site visits, video sales calls and the virtual modeling in the CLX Test Kitchen. Of the six new clients, five have entered into agreements with us, and we expect to launch services during the current quarter or early in the first quarter of fiscal year 2021. We also experienced continued success with our existing client base, expanding to new geographies for four clients during this time.

For more information, see "Risk Factors—Risks Related To Our Business—The COVID-19 pandemic has adversely impacted our business and results of operations. The ultimate impact of COVID-19 on our business, financial condition and results of operations will depend on future developments which are highly uncertain and cannot be predicted at this time, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States and local governmental authorities in our international sites and our clients in response to the pandemic."

Frontier Chapter 11 Petition

On April 14, 2020, Frontier Communications Corporation ("Frontier"), our largest client measured by revenue as of March 31, 2020 representing 18.6% of revenue for the nine months ended March 31, 2020, filed a petition under Chapter 11 of the United States Bankruptcy Code, ("Bankruptcy Code"), in the U.S. Bankruptcy Court for the Southern District of New York ("Bankruptcy Court"), along with certain of its subsidiaries. Frontier announced that this Chapter 11 filing is intended to effectuate a pre-arranged financial restructuring in accordance with a Restructuring Support Agreement, entered into by Frontier with certain of its creditors. According to Frontier, if implemented in accordance with the Restructuring Support Agreement, the pre-arranged financial restructuring is expected to reduce Frontier's debt by more than $10 billion and provide significant financial flexibility to support continued investment in its long-term growth.

Under the pre-arranged financial restructuring described in the Restructuring Support Agreement, Frontier has indicated that its trade vendors such as us would be paid in full for both obligations incurred by Frontier before its Chapter 11 filing and obligations incurred by Frontier during its Chapter 11 proceedings. Consistent with such indication, on April 15, 2020, Frontier filed a motion with the Bankruptcy Court seeking, among other things, interim and final approval to pay all obligations owing by Frontier to independent contractors providing call center operation services to Frontier, including us. The Bankruptcy Court entered an interim order approving such payment on April 20, 2020. The Bankruptcy Court held a hearing on May 22, 2020 for final approval of the order and a final order approving such payment was entered by the Bankruptcy Court on May 26, 2020. As a result of these orders, Frontier has paid us all obligations owing by Frontier to us for periods prior to the Frontier Chapter 11 filing. In addition, Frontier has continued to pay us for services rendered in the ordinary course of business for periods after the Frontier Chapter 11 filing and is currently up to date in paying all amounts presently due and owing to us.

On May 1, 2020, Frontier completed the sale of its Northwest operations to Ziply Fiber in a transaction, first announced in May 2019, valued at $1.352 billion. With the sale, Ziply Fiber will be taking over approximately 500,000 of Frontier's residential and business services customers. Prior to the sale, Frontier had approximately 4.1 million customers. Ziply Fiber has continued to retain our services to provide customer support to their newly acquired customers as a result of the transaction.

Frontier has stated that it intends its pre-arranged financial restructuring to be consummated through a Chapter 11 plan of reorganization ("Chapter 11 Plan"), which Frontier filed with the Bankruptcy Court on May 15, 2020. Frontier's Chapter 11 Plan contemplates Frontier's emergence from Chapter 11 as a going concern. Frontier filed a motion for its Chapter 11 Plan to be approved by its creditors and confirmed by the Bankruptcy Court, in each case in accordance with the Bankruptcy Code. If this motion is approved, and the current timetable remains unchanged, voting creditors will have until July 31, 2020 to file objections to and vote on the Chapter 11 Plan, and the hearing on confirmation of the Plan will be held on August 11, 2020. Consistent with the Restructuring Support Agreement, the Chapter 11 Plan provides that trade creditor claims are unimpaired and will either be paid in full, reinstated, or otherwise unimpaired. Frontier will have an opportunity to seek to reject (repudiate) any executory contracts it deems unfavorable, and any executory contracts not rejected will be deemed assumed (reaffirmed) by Frontier. As required under federal bankruptcy law, any accrued but unpaid amounts due to counterparties to assumed executory contracts will be paid in full by Frontier. Frontier has indicated that it will seek to achieve such creditor approval by July 31, 2020 and such Bankruptcy Code confirmation on August 11, 2020, before the August 12, 2020 deadline for such milestones set forth in the Restructuring Support Agreement. Like the Restructuring Support Agreement, the Chapter 11 Plan contemplates payment in full of all obligations of Frontier to trade creditors like us, whether such obligations were incurred by Frontier prior to or during Frontier's Chapter 11 proceedings.

Frontier's Chapter 11 Plan also contemplates the assumption, or affirmation, of all executory, or pending, contracts to which Frontier is a party, upon the consummation of that Chapter 11 Plan, except for contracts that Frontier has expressly indicated it will reject, or disavow, prior to or as of such consummation. We have not received any indication that Frontier will reject the pending contract between Frontier and us. To the contrary, we anticipate

that Frontier will assume that contract upon the consummation of Frontier's Chapter 11 Plan. Further, Frontier's Chapter 11 Plan expressly releases any potential preferential transfer claims against its trade creditors in respect of payments made by Frontier to such trade creditors, including us, in the ninety days prior to Frontier's Chapter 11 filing.

In conjunction with its Chapter 11 filing, Frontier announced that it had received commitments for $460 million in debtor-in-possession financing ("DIP Financing") and that, following Bankruptcy Court approval, its liquidity will total over $1.1 billion, comprising the DIP Financing and more than $700 million cash on hand. Frontier's Chapter 11 Plan indicates that, following approval of the DIP Financing and upon the consummation of Frontier's Chapter 11 Plan following its approval and confirmation, the DIP Financing would be converted into an exit financing facility, or Exit Financing, rather than repaid, preserving Frontier's liquidity in the period following its emergence from Chapter 11. Frontier's proposed DIP Financing has not been approved by the Bankruptcy Court, and certain creditors of Frontier have objected to its approval on various grounds, including an argument that Frontier does not require the DIP Financing because it has sufficient liquidity without the DIP Financing. A hearing on the approval of the proposed DIP Financing is scheduled before the Bankruptcy Court on July 29, 2020. It cannot be determined at this time whether the creditors' objections or any future filed objections will delay or impair Frontier's ability to obtain required liquidity or to confirm its proposed plan within the timeframes set forth in the Restructuring Support Agreement, or what impact those objections may otherwise have on the timing or success of Frontier's Chapter 11 Plan.

We are continuing to perform services for Frontier during the pending of its Chapter 11 proceedings. We believe that we will continue to collect amounts billed for services we render to Frontier in the ordinary course of business during Frontier's Chapter 11 proceedings. Assuming that Frontier receives Bankruptcy Court approval of its DIP Financing Motion, the DIP Financing provides adequate liquidity for Frontier or Frontier otherwise has or obtains adequate liquidity, Frontier assumes the Company's contracts, there are no other material impediments to timely confirmation of the Plan in its current form, Frontier emerges from Chapter 11 consistent with its Chapter 11 Plan, we also anticipate that we will continue render services to Frontier, and to be paid by Frontier for such services, following such emergence. Assuming Frontier emerges from Chapter 11 on its proposed timeline and consistent with the Chapter 11 Plan, we do not anticipate any material reduction in the volume of the business we undertake with Frontier as a result of Frontier's Chapter 11 proceedings, except as noted above as a result of the Northwest operations sold to Ziply Fiber.

Frontier's ability to successfully complete a reorganization process under its Chapter 11 proceedings is subject to a number of risks and uncertainties. A Chapter 11 bankruptcy proceeding is an unpredictable process that can involve contested matters, evidentiary hearings, and trials over issues that can be raised by creditors or other parties in interest at any time during the course of the Chapter 11 case. These risks and uncertainties can delay, impair, or frustrate Frontier's efforts to: (i) obtain approval of the DIP Financing or otherwise have or obtain adequate lioquidity to operate its business and pay its restructuring expenses; (ii) meet the deadlines and milestones set forth in the Restructuring Support Agreement that are required to retain the support of bondholders and other creditors and interested parties for the Chapter 11 Plan; (iii) obtain timely Bankruptcy Court approval of other relief sought by it in the Chapter 11 proceeding that is integral to the Restructuring Support Agreement and/or confirmation of the Chapter 11 Plan; (iv) avoid any adverse effect on liquidity, creditor support or business operations as a result of its Chapter 11 proceedings; (v) comply with the terms and conditions of the DIP Financing and any other financing arrangements; (vi) obtain the exit financing contemplated under the Restructuring Support Agreement and the Chapter 11 Plan in a timely manner and to meet the conditions of those arrangements; (vii) obtain the required votes in favor of the Chapter 11 Plan and receive Bankruptcy Court approval for the confirmation of the Chapter 11 Plan over the opposition of any dissenting creditors; and (viii) consummate the Chapter 11 Plan and emerge from bankruptcy in a timely fashion. All of these direct and indirect uncertainties regarding Frontier may affect, among other things, our ability to be paid by Frontier for services rendered to Frontier by us in a timely and compete manner, our ability to sustain or increase the volume of its business with Frontier, and the possibility of potential preferential transfer claims by or on behalf of Frontier against us with regard to payments made to us by Frontier in the 90 days prior to its Chapter 11 filing. In each case, the actions of Frontier and other parties in interest in Frontier's Chapter 11 proceedings and the decisions of the Bankruptcy Court may affect these and other aspects of the Frontier Chapter 11 proceedings and the resulting implications for us. Because of the significant volume of business that we currently

undertake with Frontier, any detrimental impact on Frontier's Chapter 11 proceedings, the timing or availability of financing, its ability to timely obtain requested relief in the Chapter 11 proceedings, or its ability to timely confirm its Chapter 11 Plan could significantly and adversely affect the collectability our existing or future receivables, result in a decline in our revenues and profits, and have a material adverse impact on our business and financial conditions, results of operations, and cash flows.

For more information, see "Risk Factors—Risks Related To Our Business—Frontier Communications Corporation, our largest client as of March 31, 2020, has filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, which could have a material adverse effect on our business, financial conditions, results of operations and cash flows."

Issuance and Transfer of Securities

On May 20, 2020, in connection with the approval and adoption of the 2020 LTIP, 707,535 common shares available for future issuance under the 2018 RSA Plan were transferred to the 2020 LTIP and included in a total of 1,287,326.13 common shares issuable thereunder as of May 20, 2020.

On June 30, 2020, we issued 338,432 incentive stock options under the 2020 LTIP. As of June 30, 2020, 40,500 of the options issued were vested and exercisable.

Additionally, on June 30, 2020, we entered into amendments to the restricted share awards with certain members of our management and directors (the "2020 RSA Amendments") covering an aggregate of 78,264 restricted common shares. The terms of the original restricted share awards provided for vesting upon our initial public offering on a public exchange in the United States by December 31, 2019 and were amended on December 23, 2019 (the "2019 RSA amendments") to provide for an extension of the date by which such initial public offering must occur to June 30, 2020. The restricted share awards were further amended on June 30, 2020 to provide for an extension of the date by which such initial public offering must occur to December 31, 2020. If the incremental fair value per share were to be recognized, it would be recorded over the vesting period which will occur at IPO or over a period occurring after IPO, respectively if such IPO event occurs before December 31, 2020.

SUMMARY CONSOLIDATED HISTORICAL FINANCIAL INFORMATION

The following summary consolidated historical financial and other data of IBEX Limited should be read in conjunction with, and are qualified by reference to, "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Selected Consolidated Historical Financial Information" and our audited consolidated financial statements included elsewhere in this prospectus. The summary consolidated historical financial data as of June 30, 2019 and 2018 and for the years then ended are derived from the audited consolidated financial statements of IBEX Limited, included elsewhere in this prospectus and should be read in conjunction with those audited consolidated financial statements. The summary consolidated historical financial data as of March 31, 2020 and for the nine month periods ended March 31, 2020 and 2019 are derived from the unaudited condensed consolidated interim financial statements of IBEX Limited included elsewhere in this prospectus and should be read in conjunction with those unaudited condensed consolidated interim financial statements except the statement of financial position data as of March 31, 2019 which is sourced from the unaudited and unreviewed internal management accounts information. The unaudited condensed consolidated interim financial statements and the statement of financial position data as of March 31, 2019 have been prepared in accordance with IAS 34, Interim Financial Reporting, and, in the opinion of our management, include all normal recurring adjustments necessary for a fair presentation of the information set forth therein. Our historical results are not necessarily indicative of the results that may be expected for any future period.

Our statements of financial position data at June 30, 2019 and our statements of profit or loss and other comprehensive income data for the fiscal year then ended reflect the impact of our adoption, effective July 1, 2018 of IFRS 15 – Revenue from Contracts with Customers and IFRS 16 Leases. Our statements of financial position data at June 30, 2019 and our statements of profit or loss and other comprehensive income data for the fiscal years ended June 30, 2019 and 2018 reflect our disposition of Etelequote Limited to our parent company, The Resource Group International Limited, on June 26, 2019 and its treatment as a discontinued operation. For additional detail on the impact of the adoption of IFRS 15 and IFRS 16 and the treatment of Etelequote Limited as a discontinued operation and their impact on the comparability of our financial position at June 30, 2019 and 2018 and our results of operations for the years then ended, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations." For more information about our disposition of Etelequote Limited, refer to Note 30.3 to our audited consolidated financial statements included elsewhere in this prospectus.

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	(in thousands, except share and per share amounts)			
Statements of Profit or Loss and Other Comprehensive Income Data:				
Revenue	$ 304,255	$ 280,465	$ 368,380	$ 342,200
Payroll and related costs	(207,246)	(191,494)	(254,592)	(252,925)
Share-based payments	119	(4,039)	(4,087)	(8,386)
Reseller commission and lead expenses	(13,604)	(23,038)	(27,877)	(28,059)
Depreciation and amortization	(18,460)	(15,692)	(20,895)	(12,182)
Other operating expenses	(44,817)	(37,120)	(54,124)	(58,425)
Income/(loss)/income from operations	20,247	9,082	6,805	(17,777)
Finance expenses	(7,190)	(5,458)	(7,709)	(3,093)
Income/(loss) before taxation	13,057	3,624	(904)	(20,870)
Income tax (expense)/ benefit	(1,482)	(3,496)	(3,615)	108
Net income/(loss) for the period, continuing operations	11,575	128	(4,519)	(20,762)
Net income on discontinued operation, net of tax	—	11,085	15,484	4,881
Net income/(loss) for the period	$ 11,575	$ 11,213	$ 10,965	$ (15,881)

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	(in thousands, except share and per share amounts)			
Loss per share from continuing operations attributable to the ordinary equity ordinary holders of the parent				
Basic earnings/(loss) per share	$ —	$ —	$ —	$ —
Diluted earnings/(loss) per share	$ —	$ —	$ (0.36)	$ (1.85)
Loss per share attributable to ordinary equity holders of the parent - diluted[1]				
Basic earnings loss per share	$ —	$ —	$ —	$ —
Diluted earnings/(loss) per share	$ —	$ —	$ —	$ (1.42)
Weighted average number of shares outstanding – basic	1,137,768	859,556	956,835	—
Weighted average number of shares outstanding – diluted	12,678,194	12,338,691	12,461,182	11,195,649
Statements of Financial Position Data:				
Cash and cash equivalents	15,471	13,437	8,873	13,519
Total assets	196,187	246,631	188,302	157,081
Borrowings current	32,457	41,344	41,835	51,876
Due to related parties	6,106	5,899	6,169	11,546
Borrowings non-current	4,865	41,695	7,184	9,880
Total non-current liabilities	74,749	97,273	68,293	12,894
Total liabilities	176,063	210,250	179,674	129,128
Total equity	20,124	36,381	8,628	27,953
Statements of Cash Flows Data:				
Net cash (outflow)/inflow from operating activities	$ 33,653	$ (3,820)	$ 2,202	$ (5,747)
Net cash used in investing activities	$ (4,195)	$ (2,795)	$ (9,084)	$ (5,439)
Net cash inflow/(outflow) from financing activities	$ (22,822)	$ 6,789	$ 2,552	$ 3,187
Other Financial and Operating Data:				
Revenue from Customer Management segment[2]	N/A	N/A	$ 315,483	$ 285,120
Revenue from Customer Acquisition segment	N/A	N/A	$ 52,897	$ 57,080
Adjusted EBITDA from continuing operations (unaudited)[3]	$ 40,622	$ 28,909	$ 36,295	$ 4,296
Adjusted EBITDA from continuing operations margin (unaudited)[4]	13.4%	10.3%	9.9%	1.3%
Adjusted EBITDA from continuing operations excluding IFRS 15 & 16 (unaudited)[6]	N/A	N/A	$ 23,650	$ 4,296
Adjusted EBITDA from continuing operations margin excluding IFRS 15 & 16 (unaudited)[6]	N/A	N/A	6.4%	1.3%
Net Debt (unaudited)[5]	$ 101,391	$ 128,125	$ 109,380	$ 49,437
Net Debt excluding IFRS 16 (unaudited)[6]	$ 29,222	$ 70,822	$ 42,466	$ 49,437
Net Debt, continuing operations, excluding IFRS 16 (unaudited)[6]	$ 29,222	$ 40,951	$ 42,466	$ 38,657

(1) See Note 20 to our audited consolidated financial statements and Note 14 to our unaudited condensed consolidated interim financial statements included in this prospectus for additional information regarding the calculation of basic and diluted earnings/(loss) per share attributable to equity holders of the parent and weighted average number of shares outstanding - basic and diluted.

(2) Historically, we conducted our business in two reporting segments, Customer Acquisition and Customer Management. Effective July 1, 2019, we began reporting our results on a single segment basis.

(3) We define "EBITDA from continuing operations" as net (loss)/income less discontinued operation, net of tax before finance costs, finance costs related to right-of-use of leased assets, depreciation and amortization, depreciation of right-of-use of leased assets, and income tax (credit)/expense.

We define "Adjusted EBITDA from continuing operations" as EBITDA from continuing operations before the effect of the following items: litigation and settlement expenses, foreign exchange losses, goodwill impairment, other income, share-based payments and certain non-cash and non-recurring charges that we believe are not reflective of our long-term performance." We use Adjusted EBITDA from continuing operations internally to establish forecasts, budgets and operational goals to manage and monitor our business, as well as evaluate our underlying historical performance. We believe that Adjusted EBITDA from continuing operations is a meaningful indicator of the health of our business as it reflects our ability to generate cash that can be used to fund recurring capital expenditures and growth. We also believe that Adjusted EBITDA from continuing operations is widely used by investors, securities analysts and other interested parties as a supplemental measure of performance and liquidity.

Adjusted EBITDA from continuing operations may not be comparable to other similarly titled measures of other companies and has limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS as issued by the IASB. Some of these limitations are as follows:

- although depreciation and amortization expense is a non-cash charge, the assets being depreciated and amortized may have to be replaced in the future, however, Adjusted EBITDA from continuing operations does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- Adjusted EBITDA from continuing operations is not intended to be a measure of free cash flow for management's discretionary use, as it does not reflect: (i) changes in, or cash requirements for, our working capital needs; (ii) debt service requirements; (iii) tax payments that may represent a reduction in cash available to us; and (iv) other cash costs that may recur in the future; and
- other companies, including companies in our industry, may calculate Adjusted EBITDA from continuing operations or similarly titled measures differently, which reduces its usefulness as a comparative measure.

Because of these and other limitations, you should consider Adjusted EBITDA from continuing operations along with other IFRS-based financial performance measures, including cash flows from operating activities, investing activities and financing activities, net (loss)/income and our other IFRS financial results.

The following table provides a reconciliation of Adjusted EBITDA from continuing operations from our net (loss)/income for the periods presented:

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	**2019**	**2019**	**2018**
		(unaudited)		
		($ in thousands)		
Reconciliation of Adjusted EBITDA from Continuing Operations from Net (Loss)/Income				
Net income/(loss) for the period	$11,575	$ 11,213	$ 10,965	$(15,881)
Net income on discontinued operation, net of tax	—	(11,085)	(15,484)	(4,881)
Net loss, from continuing operations	$11,575	$ 128	(4,519)	(20,762)
Finance expenses	7,190	5,458	7,709	3,093
Income tax (benefit)/expense	1,482	3,496	3,615	(108)
Depreciation and amortization	18,460	15,692	20,895	12,182
EBITDA from continuing operations[a]	**$38,707**	**$ 24,774**	**$ 27,700**	**$ (5,595)**
Non-recurring expenses[b]	$ 1,397	$ —	$ 4,239	$ 4,112

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	($ in thousands)			
Foreign exchange losses	523	925	1,274	1,266
Other income[(c)]	(518)	(464)	(641)	(547)
Fair value adjustment[(d)]	632	(365)	(364)	(3,326)
Share-based payments[(e)]	(119)	4,039	4,087	8,386
Adjusted EBITDA from continuing operations	**$40,622**	**$28,909**	**$36,295**	**$ 4,296**

(4) We calculate "Adjusted EBITDA from continuing operations margin" as Adjusted EBITDA divided by revenue.

(a) EBITDA from continuing operations includes the impact of the adoption of IFRS 16 in the nine months ended March 31, 2020 and 2019, and fiscal year ended June 30, 2019 (see Note 25.8 to our audited financial statements included elsewhere in this prospectus).

(b) For the nine months ended March 31, 2020, we incurred non-recurring expenses of $1.4 million related to COVID-19, net expenses (expenses net of customer reimbursements) of $0.7 million, legal settlement of $0.1 million and listing expenses of $0.6 million. The COVID-19 expenses primarily include the additional hoteling and transportation expenses incurred due to the Pandemic.

For the fiscal year ended June 30, 2019, we incurred non–recurring legal expenses (including legal settlements) of $4.2 million related to IBEX Global Solutions Limited and, for the year ended June 30, 2018, we incurred non-recurring legal expenses of $0.3 million related to DGS EDU LLC and $1.3 million related to IBEX Global Solutions Limited, severance expenses of $1.1 million related to IBEX Global Solutions Limited and listing expenses of IBEX Limited of $1.4 million.

(c) For the nine months ended March 31, 2020, other income represented deferred income of $0.5 million and for the nine months ended March 31, 2019, other income represented the proceeds from the sale of DGS EDU LLC of $0.2 million and deferred income of $0.3 million.

For the fiscal year ended June 30, 2019, other income represented the proceeds from the sale of DGS EDU LLC of $0.2 million and deferred income of $0.4 million related to IBEX Global Solutions Limited and, for the year ended June 30, 2018, other income represented proceeds from a legal settlement received by Digital Globe Services, Inc. of $0.2 million and insurance proceeds of $0.3 million received by IBEX Global Solutions Limited.

(d) For the nine months ended March 31, 2020 and 2019, we recorded a revaluation associated with the Amazon Warrant (see Note 20 to our unaudited condensed consolidated interim financial statements included elsewhere in this prospectus).

For the year ended June 30, 2019 and 2018, we recorded a revaluation associated with the Amazon Warrant (see Note 28 to our audited financial statements included elsewhere in this prospectus).

(e) For the nine months ended March 31, 2020, this amount represents share-based payment expenses and, for the nine months ended March 31, 2019, this amount includes the cancellation of the 2017 IBEX Stock Plan ("2017 IBEX Plan") and the phantom stock plans ($3.3 million) partially offset by the elimination of the liability associated with the phantom stock plans ($1.0 million).

For the year ended June 30, 2019, the amount includes the cancellation of the 2017 IBEX Plan and the phantom stock plans ($3.3 million), partially offset by the elimination of the liability associated with the phantom plans ($1.0 million). For the fiscal year ended June 30, 2018, share-based payments were primarily related to share-based payments expense of $8.4 million pertaining to options to purchase an aggregate of 1,633,170 common shares awarded from December 22, 2017 through and including June 30, 2018, net of 145,399 option forfeitures.

(5) The following table provides a reconciliation of Net Debt, Net Debt excluding IFRS Impact, and Net Debt, continuing operations, excluding IFRS 16 from total debt:

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	($ in thousands)			
Net Debt Reconciliation				
Borrowings – non current	$ 4,865	$ 41,695	$ 7,184	$ 9,880
Lease liabilities – non current[a]	$ 66,851	$ 48,681	58,602	—
Borrowings – current	$ 32,457	$ 41,344	41,835	51,876
Lease liabilities – current[a]	$ 12,689	$ 9,842	10,632	
Convertible loan note – related party	—	—	—	1,200
Total Debt	**$116,862**	**$141,562**	**$118,253**	**$ 62,956**
Less: Cash and cash equivalents	15,471	13,437	8,873	13,519
Net Debt	**$101,391**	**$128,125**	**$109,380**	**$ 49,437**
IFRS 16 Impact[a]	72,169	57,303	66,914	—
Net Debt excluding IFRS 16 Impact[a]	**29,222**	**70,822**	**42,466**	**49,437**
Net Debt in discontinued operations	—	(29,871)	—	(10,780)
Net Debt, continuing operations, excluding IFRS 16	**29,222**	**40,951**	**42,466**	**38,657**

(a) Total Debt includes non-current lease liabilities of $58.6 million and current lease liabilities of $10.6 million ($69.2 million in total) as of June 30, 2019. Net debt, excluding IFRS 16, excludes the impact of lease liabilities of $66.9 million which, in 2018, were treated as operating leases. The remaining balance of $2.3 million relates to items previously accounted for as obligations under finance leases.

(6) For additional detail on the impact of the adoption of IFRS 15 and IFRS 16 and the treatment of Etelequote Limited as a discontinued operation and their impact on the comparability of our financial position at June 30, 2019 and 2018 and our results of operations for the years then ended, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations.”

RISK FACTORS

This offering and an investment in our common shares involve a significant degree of risk. You should carefully consider the risks described below, together with the financial and other information contained in this prospectus, before you decide to purchase our common shares. If any of the following risks actually occurs, our business, financial condition, results of operations, cash flow and prospects could be materially and adversely affected. As a result, the trading price of our common shares could decline and you could lose all or part of your investment in our common shares.

Risks Related to Our Business

The COVID-19 pandemic has adversely impacted our business and results of operations. The ultimate impact of COVID-19 on our business, financial condition and results of operations will depend on future developments which are highly uncertain and cannot be predicted at this time, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States, governmental authorities in our international sites and our clients in response to the pandemic.

In March 2020, the World Health Organization declared the outbreak of COVID-19 as a global pandemic. The Pandemic has had a widespread and detrimental effect on the global economy and has adversely impacted our business and results of operations. We have experienced travel bans, states of emergency, quarantines, lockdowns, “shelter in place” orders, business restrictions and shutdowns in most countries where we operate. While we are unable to accurately predict the full impact that the Pandemic will have on our results from operations, financial condition, liquidity and cash flows due to numerous uncertainties, including the duration and severity of the Pandemic and its containment measures, our compliance with these measures has impacted our day-to-day operations and disrupted our business. Because the severity, magnitude and duration of the Pandemic and its economic consequences are highly uncertain, rapidly changing and difficult to predict, the ultimate impact of the Pandemic on our business, financial condition and results of operations is currently unknown.

The extent to which the Pandemic continues to adversely impact our business and results of operations will depend on numerous evolving factors that are difficult to predict and outside of our control, including: the duration and scope of the Pandemic; actions taken by governments and other parties, such as our clients, in response to the Pandemic; the impact of the Pandemic on economic activity and actions taken in response; the effect of the Pandemic on our clients and client demand for our services and solutions; the ability of our clients to pay for our services and solutions on time or at all; our ability to sell and provide our services and solutions to clients and prospects; and the ability of our employees to successfully work remotely without suffering productivity issues due to, among other things, their own illness or the illness of family members, distractions at home, including family issues or virtual school learning for their children; and/or unreliable or unstable internet connections.

In the interest of the health and safety of our employees and due to restrictions imposed by national or local governments in places such as the Philippines, Jamaica, Nicaragua, Pakistan and the United States, we have rapidly mobilized our operations to deliver our services remotely from the homes of our individual employees to accommodate for social distancing in our sites, government imposed quarantines and other restrictions imposed by national or local governments. This effort has posed, and continues to pose, numerous operational risks and logistical challenges and has amplified certain risks to our business, including increased demand on our information technology resources and systems that were designed for most of our employees to work from our sites and not remotely, enhanced risk that remote assets like computers or routers might be damaged or not returned, the movement of assets from a tax free zone to a work from home location might trigger new increased taxation, the inability to logistically share equipment and workspaces, increased phishing, ransomware and other cybersecurity attacks as cybercriminals try to exploit the uncertainty surrounding the Pandemic, and increased data privacy and security risks as our employees are working from environments that may be less secure than those of our sites. Any failure to effectively manage these risks, including to timely identify and appropriately respond to any cyberattacks, may adversely affect our business.

In addition, certain of our clients have not consented to or limited programs eligible for work-at-home arrangements in connection with the services we deliver to them or certain of our employees were logistically prohibited from providing services because of broadband and/or work environment deficiencies, and as a result we have been unable to fully staff as needed and to deliver at the same volumes to the same extent we were prior to the onset of the Pandemic. We are also exposed to the risk that continued government-imposed restrictions or frequently changing government-imposed restrictions such as enhanced quarantine areas, lock downs, cessation of transportation which adversely affect our employees' ability to access our facilities could disrupt our ability to provide our services and solutions and result in, among other things, terminations of client contracts and losses of revenue or additional costs borne by us to provide temporary housing or transportation to our employees to allow them to access our facilities. Even after implementing social distancing, enhanced cleaning procedures and other mitigating measures, there is no guarantee that we will not have an outbreak of COVID-19 at one of our facilities, resulting in a significantly reduced workforce due to infection or a significant percentage of our workforce in a facility being quarantined due to exposure as a result of contact tracing, or that a governmental authority may close our facility as a result, which could impact cash flows from operations and liquidity. Further, even with respect to clients who have consented to work-at-home arrangements for some or all of their programs, there is no guarantee that these clients will continue to permit these work-at-home arrangements and revocation by any clients of their consent to these arrangements could also result in loss of revenue in the future.

The significant personal and business challenges presented by the Pandemic, including the potentially life-threatening health risks to employees and their families and friends, the closures of schools and the unavailability of various services our employees may rely upon, such as childcare, are a cause of employee morale concerns and may adversely impact employee productivity and result in increased absenteeism and leaves of absence. Further, as we look to backfill vacant positions and add headcount in preparation for ramp season, our time to fill and cost per hire could increase due to external factors beyond our control.

We may experience reluctance of the workforce to return to the sites during the Pandemic due to concerns related to returning to a communal workplace including, for their own health if they are part of a vulnerable population or have vulnerable family members at home and enhanced federal government unemployment incentives that may result in temporarily higher income from unemployment that may exceed local prevailing wages and may make it more difficult for us to encourage our workforce to return to work or hire a sufficient number of employees to support our contractual commitments or may result in higher costs, lower contract profitability, higher turnover and reduced operational efficiencies, which could, in the aggregate, have a material adverse impact on our results of operations. While our employees in the United States were designated as essential critical infrastructure workers pursuant to the Order from the CISA, there is no guarantee that such designation may not change in the future. Similarly, in some of our non-U.S. locations, certain of our clients in the telecommunications, shipping and delivery and fulfillment services industries were deemed to be essential and by virtue of such designation, our employees were considered to be essential workers. However, there is no guarantee that such designation may not change in the future.

The post-Pandemic social distancing rules and other government mandates are likely to permanently impact the structure and configuration of our sites, where employees work in close proximity. These new regulatory requirements may force us to make significant capital investments to reconfigure our existing facilities and to accept lower capacity utilization than the utilization priced under our multi-year contracts or to expand our capacity into new space in certain geographies to accommodate our workforce, which will result in increased capital expenditures and a degradation of our gross margin and profitability under the negotiated cost structures for the client. If we are unable to renegotiate our contracts to recoup these additional costs or adjust our cost structure to absorb them, our margins and profitability will be impacted and will result in adverse impact on our results of operations. Our ability to develop and implement agile workforce strategies while navigating sudden and massive workforce shifts may result in increased capital expenditures and a degradation of our gross margin and profitability under the negotiated structures for the client. Furthermore, there has been a significant upward trend in general with respect to labor litigation related to the impact of the Pandemic on the workforce, including workplace safety, FMLA and disability accommodations for vulnerable populations. As a result, this could result in increased claims related to the Pandemic or we may incur

increased costs to accommodate the vulnerable population which could, in the aggregate, have an adverse effect on our results of operations. We could also see an increase in health care costs for employees due to emerging regulations regarding COVID-19 testing, telemedicine and extended COBRA coverage. Historically, pandemic conditions have led to sweeping changes in governmental regulations regarding the use and payment of sick time and vacation/leave time, which could have a material adverse effect on our future labor costs. Finally, periods of sustained high unemployment have historically led to increases in minimum wage rates, which could also have a material adverse effect on our future labor costs.

The effects of the Pandemic could result in slowed decision-making and delayed planned work by our clients. Our clients may also experience reduced volume to their business as a result of the Pandemic which could result in over-staffing or requests for reduced staffing on certain client accounts. As clients face reduced demand for their products and services, reduce their business activity and face increased financial pressure on their businesses, we have faced and expect to continue to face downward pressure on our pricing and gross margins due to pricing concessions to clients and requests from clients to extend payment cycles. In addition, clients have requested and may continue to request extended payment cycles, which may have an adverse effect on our cash flows from operations. We could also face a significantly elevated risk of client insolvency, bankruptcy or liquidity challenges where we may perform services and incurred expenses for which we are not paid.

The overall uncertainty regarding the economic impact of the Pandemic and the impact on our revenue growth could impact our cash flows from operations and liquidity. Asset impairment charges, increased currency exchange-rate fluctuations and an inability to recover costs or lost revenues or profits from insurance carriers could all adversely affect us, our financial condition and our results of operations. Additionally, the disruptions and volatility in the global and domestic capital markets may increase the cost of capital and limit our ability to access capital. Furthermore, the impact of the Pandemic on our lenders may limit our ability to borrow under our existing credit facilities.

Our efforts to mitigate the negative effects of the Pandemic on our business may not be effective, and we may be affected by a protracted economic downturn. Even after the Pandemic has subsided, we may continue to experience negative effects as a result of the Pandemic's global economic impact. Further, as this Pandemic is unprecedented and continuously evolving, it may also affect our operating and financial results in a manner that is not presently known to us or in a manner that we currently do not consider will present significant risks to us or our operations. Addressing the significant personal and business challenges presented by the Pandemic, including various business continuity measures and the need to enable work-at-home arrangements for many of our employees, has demanded significant management time and attention and strained other corporate resources, and is expected to continue to do so.

For more information, see "Recent Developments—COVID-19."

Frontier, our largest client as of March 31, 2020, has filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, which could have a material adverse effect on our business, financial conditions, results of operations and cash flows.

On April 14, 2020, Frontier, our largest client measured by revenue as of March 31, 2020 representing 18.6% of revenue for the nine months ended March 31, 2020, filed a petition under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, along with certain of its subsidiaries. Frontier announced that this Chapter 11 filing is intended to effectuate a pre-arranged financial restructuring in accordance with a Restructuring Support Agreement, entered into by Frontier with certain of its creditors. According to Frontier, if implemented in accordance with the Restructuring Support Agreement, the pre-arranged financial restructuring is expected to reduce Frontier's debt by more than $10 billion and provide significant financial flexibility to support continued investment in its long-term growth.

Frontier's ability to successfully complete a reorganization process under its Chapter 11 proceedings is subject to a number of risks and uncertainties. A Chapter 11 bankruptcy proceeding is an unpredictable process that can involve contested matters, evidentiary hearings, and trials over issues that can be raised by creditors or other parties in

interest at any time during the course of the Chapter 11 case. These risks and uncertainties can delay, impair, or frustrate Frontier's efforts to: (i) obtain approval of the DIP Financing; (ii) obtain and retain sufficient financing and/or access to cash, including cash collateral, to operate its business and pay its restructuring expenses; (iii) meet the deadlines and milestones set forth in the Restructuring Support Agreement that are required to retain the support of bondholders and other creditors and interested parties for the Chapter 11 Plan; (iv) obtain timely Bankruptcy Court approval of other relief sought by it in the Chapter 11 proceeding that is integral to the Restructuring Support Agreement and/or confirmation of the Chapter 11 Plan; (v) avoid any adverse effect on liquidity, creditor support or business operations as a result of its Chapter 11 proceedings; (vi) comply with the terms and conditions of the DIP Financing and any other financing arrangements; (vii) obtain the exit financing contemplated under the Restructuring Support Agreement and the Chapter 11 Plan in a timely manner and to meet the conditions of those arrangements; (viii) obtain the required votes in favor of the Chapter 11 Plan and receive Bankruptcy Court approval for the confirmation of the Chapter 11 Plan over the opposition of any dissenting creditors; and (ix) consummate the Chapter 11 Plan and emerge from bankruptcy in a timely fashion. All of these direct and indirect uncertainties regarding Frontier may affect, among other things, our ability to be paid by Frontier for services rendered to Frontier by us in a timely and compete manner, our ability to sustain or increase the volume of its business with Frontier, and the possibility of potential preferential transfer claims by or on behalf of Frontier against us with regard to payments made to us by Frontier in the 90 days prior to its Chapter 11 filing. In each case, the actions of Frontier and other parties in interest in Frontier's Chapter 11 proceedings and the decisions of the Bankruptcy Court may affect these and other aspects of the Frontier Chapter 11 proceedings and the resulting implications for us. Because of the significant volume of business that we currently undertake with Frontier, any detrimental impact on Frontier's Chapter 11 proceedings, the timing or availability of financing, its ability to timely obtain requested relief in the Chapter 11 proceedings, or its ability to timely confirm its Chapter 11 Plan could significantly and adversely affect the collectability our existing or future receivables, result in a decline in our revenues and profits, and have a material adverse impact on our business and financial conditions, results of operations, and cash flows=.

For more information, see "Recent Developments—Frontier Chapter 11 Petition."

Our business is dependent on key clients, and the loss of a key client could have an adverse effect on our business and results of operations.

We derive a substantial portion of our revenue from a few key clients. Our top three clients accounted for 45.0% and 51.8% of our revenue for the nine months ended March 31, 2020 and 2019, respectively. Our largest client as of March 31, 2020 was responsible for 18.6% and 18.4% of our revenue for the nine months ended March 31, 2020 and 2019, respectively. Our second largest client as of March 31, 2020 was responsible for 16.8% and 20.9% of our revenue for the nine months ended March 31, 2020 and 2019, respectively. Our third largest client as of March 31, 2020 was responsible for 9.6% and 12.5% of our revenue for the nine months ended March 31, 2020 and 2019, respectively. Our top three clients accounted for 50.6% and 56.9% of our revenues for the fiscal years ended June 30, 2019 and 2018, respectively. Our largest client as of June 30, 2019 was responsible for 20.3% and 23.0% of our revenue for the fiscal years ended June 30, 2019 and 2018, respectively. Our second largest client as of June 30, 2019 was responsible for 18.2% and 18.5% of our revenue for the fiscal years ended June 30, 2019 and 2018, respectively. Our third largest client as of June 30, 2019 was responsible for 12.1% and 15.4% of our revenue for the fiscal years ended June 30, 2019 and 2018, respectively. The loss of business with, or the failure to retain a significant amount of business with, any of our key clients could have a material adverse effect on our business, financial condition and results of operations. In addition, our ability to collect revenue could be impacted by the financial condition of our clients.

We enter into multi-year contracts with our clients. Our failure to price these contracts correctly may negatively affect our profitability.

The pricing of our solutions is usually included in statements of work entered into with our clients, many of which are for terms of two to five years. In certain cases, we have committed to pricing over this period with limited to no sharing of risks regarding inflation and currency exchange rates. In addition, we are obligated under some of our

contracts to deliver productivity benefits to our clients, such as reduction in handle time or speed to answer. If we fail to accurately estimate future wage inflation rates, unhedged currency exchange rates or our costs, or if we fail to accurately estimate the productivity benefits we can achieve under a contract, it could have a material adverse effect on our business, results of operations and financial condition.

The terms of our client contracts may limit our profitability or enable our clients to reduce or terminate their use of our solutions.

Most of our client contracts do not have minimum volume requirements, and the profitability of each client contract or work order may fluctuate, sometimes significantly, throughout various stages of the program. Certain contracts have performance-related bonus (penalty) provisions that require the client to pay us a bonus (require us to issue the client a credit) based upon our meeting (failing to meet) agreed-upon service levels and performance metrics. In addition, certain of our client contracts may subject us to potential liability and / or rebate payments in certain circumstances. Moreover, although our objective is to sign multi-year agreements, our contracts generally allow the client to terminate the contract for convenience or reduce their use of our solutions. There can be no assurance that our clients will not terminate their contracts before their scheduled expiration dates, that the volume of services for these programs will not be reduced, that we will be able to avoid penalties or earn performance bonuses for our solutions, or that we will be able to terminate unprofitable contracts without incurring significant liabilities. For these reasons, there can be no assurance that our client contracts will be profitable for us or that we will be able to achieve or maintain any particular level of profitability through our client contracts.

The consolidation of our clients or potential clients may adversely affect our business, financial condition, results of operations and prospects.

Consolidation of the potential users of our solutions, particularly those in the telecommunications, technology and cable industries, may decrease the number of clients who contract our solutions. Any significant reduction in or elimination of the use of the solutions we provide as a result of consolidation would result in reduced revenue to us and could harm our business. Such consolidation may encourage clients to apply increasing pressure on us to lower the prices we charge for our solutions, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

If our clients decide to enter into or further expand insourcing activities in the future, or if current trends toward outsourcing services and/or outsourcing activities are reversed, it may materially adversely affect our business, results of operations, financial condition and prospects.

Our current agreements with our clients do not prevent our clients from insourcing services that are currently outsourced to us, and none of our clients have entered into any non-compete agreements with us. Our current clients may seek to insource services similar to those we provide. Any decision by our clients to enter into or further expand insourcing activities in the future could cause us to lose a significant volume of business and may materially adversely affect our business, financial condition, results of operations and prospects.

Moreover, the trend towards outsourcing business processes may not continue and could be reversed by factors beyond our control, including negative perceptions attached to outsourcing activities or government regulations against outsourcing activities. Current or prospective clients may elect to perform such services in-house that may be associated with using an offshore provider. Political opposition to outsourcing services and / or outsourcing activities may also arise in certain countries if there is a perception that such actions have a negative effect on domestic employment opportunities.

In addition, our business may be adversely affected by potential new laws and regulations prohibiting or limiting outsourcing of certain core business activities of our clients in key jurisdictions in which we conduct our business, such as in the United States. The introduction of such laws and regulations or the change in interpretation of existing laws and regulations could adversely affect our business, financial condition, results of operations and prospects.

Natural events, health epidemics (including the outbreak of COVID-19), wars, widespread civil unrest, terrorist attacks and other acts of violence involving any of the countries in which we or our clients have operations could adversely affect our operations and client confidence.

Natural events (such as floods and earthquakes), health epidemics (including the outbreak of COVID-19), wars, widespread civil unrest, terrorist attacks and other acts of violence could result in significant worker absenteeism, increased attrition rates, lower asset utilization rates, voluntary or mandatory closure of our facilities, our inability to meet dynamic employee health and safety requirements, our inability to meet contractual service levels for our clients, our inability to procure essential supplies, travel restrictions on our employees, and other disruptions to our business. In addition, these events could adversely affect global economies, financial markets and our clients' levels of business activity. Any of these events, their consequences or the costs related to mitigation or remediation could have a material adverse effect on our business, financial condition, results of operations and prospects.

We have a limited operating history as an integrated company under the IBEX brand, which makes it difficult to evaluate our future prospects and the risks and uncertainties we may encounter.

Prior to June 30, 2017, our business was conducted through the Continuing Business Entities. In 2017, TRGI completed the Reorganization Transaction, pursuant to which the Continuing Business Entities became wholly-owned subsidiaries of our parent company. Although our subsidiaries have individually conducted operations for years, we have a limited history operating the Continuing Business Entities as an integrated business under the IBEX brand, which make it difficult to evaluate our future prospects and the risks and uncertainties we may encounter in seeking to execute on our strategies. These risks and uncertainties include our ability to:

- cross-sell our full spectrum of CLX solutions;
- educate the market on our full spectrum of CLX solutions;
- reposition and expand our brand to reflect our full spectrum of CLX solutions; and
- manage and execute our full spectrum of CLX solutions as part of an integrated company.

Our historical performance, or that of our subsidiaries, should not be considered indicative of our future performance. We have encountered and expect to continue to encounter risks and uncertainties frequently experienced by growing companies in rapidly changing industries, such as the risks and uncertainties described above and elsewhere in this prospectus. If we are unable to successfully address these risks and uncertainties, our business, financial condition, operating results and prospects could be materially adversely affected.

Portions of our business have long sales cycles and long implementation cycles, which require significant resources and working capital.

Many of our client contracts are entered into after long sales cycles, which require a significant investment of capital, resources and time by both our clients and us. Before committing to use our solutions, potential clients require us to expend substantial time and resources educating them as to the value of our solutions and assessing the feasibility of integrating our systems and processes with theirs. As a result, our selling cycle, which may extend up to two years, is subject to many risks and delays over which we have little or no control, including our clients' decisions to choose alternatives to our solutions (such as other providers or in-house resources) and the timing of our clients' budget cycles and approval processes.

In addition, implementing our solutions involves a significant commitment of resources over an extended period of time from both our clients and us. Our clients may also experience delays in obtaining internal approvals or may face delays associated with technology or system implementations, thereby further delaying the implementation process.

If we fail to close sales with potential clients to whom we have devoted significant time and resources, or if our current and future clients are not willing or able to invest the time and resources necessary to implement our solutions, our business, financial condition, results of operations and prospects could suffer.

Our business relies heavily on technology, telephone and computer systems as well as third-party telecommunications providers, which subjects us to various uncertainties.

We rely heavily on sophisticated and specialized communications and computer technology coupled with third-party telecommunications and bandwidth providers to provide high-quality and reliable real-time solutions on behalf of our clients through our delivery centers. In our Customer Acquisition solution, the majority of our sales are conducted via sales queues in our contact centers. In both our Customer Acquisition solution and our Customer Engagement solution, we are typically required to record and maintain recordings of telephonic interactions with customers. We rely on telephone, call recording, customer relationship management and other systems and technology in our contact center operations. Our operations, therefore, depend on the proper functioning of our equipment and systems, including telephone, hardware and software. Third-party suppliers provide most of our systems, hardware and software, while our development teams build some in-house. We also rely on the telecommunications and data services provided by local communication companies in the countries in which we operate as well as domestic and international long distance service providers. Despite our efforts for adequate backup and redundancy mechanisms, any disruptions in the delivery of our services due to the failure of our systems, hardware or software, whether provided and maintained by third parties or in-house teams, or due to interruptions in our telecommunications or data services that adversely affect the quality or reliability (or perceived quality or reliability) of our solutions or render us unable to handle increased volumes of customer interaction during periods of high demand, may result in reduction in revenue, loss of clients, or unexpected investment in new systems or technology to ensure that we can continue to provide high-quality and reliable solutions to our clients. The occurrence of any such interruption or unplanned investment could materially adversely affect our business, financial positions, operating results and prospects.

In addition, in some areas of our business, we depend upon the quality and reliability of the services and products of our clients which we help sell to their end customers. If the solutions we provide to our clients experience technical difficulties or quality issues, we may have a harder time selling services and products to end customers which could have an adverse impact on our business and operating results.

We further anticipate that it will be necessary to continue to invest in our technology and communications infrastructure to ensure reliability and maintain our competitiveness. This is likely to result in significant ongoing capital expenditures for maintenance as well as growth as we continue to grow our business. There can be no assurance that any of our information systems will be adequate to meet our future needs or that we will be able to incorporate new technology to enhance and develop our existing solutions. Moreover, investments in technology, including future investments in upgrades and enhancements to hardware or software, may not necessarily maintain our competitiveness. Our future success will also depend in part on our ability to anticipate and develop information technology solutions that keep pace with evolving industry standards and changing client demands.

Our business is heavily dependent upon our international operations, particularly in Pakistan and the Philippines and increasingly in Jamaica and Nicaragua, and any disruption to those operations would adversely affect us.

Outside of the United States, a substantial portion of our operations are conducted in Pakistan, the Philippines and increasingly, Jamaica and Nicaragua. Pakistan has experienced, and continues to experience, political and social unrest and acts of terrorism. The Philippines has experienced political instability and acts of natural disaster, such as typhoons and flooding, and continues to be at risk of similar and other events that may disrupt our operations. Our operations in Jamaica, which commenced in 2016 and have been growing quickly, are also subject to political instability, natural disasters, crime and similar other risks. We also conduct operations in Canada, Nicaragua, Senegal and the United Kingdom which are subject to various risks germane to those locations.

Our international operations, particularly in Pakistan, the Philippines, Nicaragua and Jamaica, and our ability to maintain our offshore facilities in those jurisdictions is an essential component of our business model, as the labor costs in certain of those jurisdictions are substantially lower than the cost of comparable labor in the United States and other developed countries, which allows us to competitively price our solutions. Our competitive advantage will be greatly diminished and may disappear altogether as a result of a number of factors, including:

- political unrest;
- social unrest;
- terrorism or war;
- health epidemics (including the outbreak of COVID-19);
- failure of power grids in certain of the countries in which we operate, which are subject to frequent outages;
- currency fluctuations;
- changes to the laws of the jurisdictions in which we operate; or
- increases in the cost of labor and supplies in the jurisdictions in which we operate.

Our international operations may also be affected by trade restrictions, such as tariffs or other trade controls. If we are unable to continue to leverage the skills and experience of our international workforce, particularly in Pakistan and the Philippines and increasingly so in Jamaica, we may be unable to provide our solutions at an attractive price and our business could be materially and negatively impacted.

The inelasticity of our labor costs relative to short-term movements in client demand could adversely affect our business, financial condition and results of operations.

Our business depends on maintaining large numbers of ambassadors to service our clients' business needs, and we tend not to terminate ambassadors on short notice to respond to temporary declines in demand in excess of agreed levels, as rehiring and retraining ambassadors at a later date would force us to incur additional expenses, and any termination of our employees would also involve the incurrence of significant additional costs in the form of severance payments to comply with labor regulations in the various jurisdictions in which we operate our business, all of which would have an adverse impact on our operating profit margins. For example, the Pandemic decreased client demand for our services in certain verticals which resulted in furloughs of employees in the initial months of the Pandemic. Additionally, the hiring and training of our ambassadors in response to increased demand takes time and results in additional short term expenses. These factors constrain our ability to adjust our labor costs for short-term movements in demand, which could have a material adverse effect on our business, financial condition and results of operations.

The anticipated strategic and financial benefits of our relationship with Amazon may not be realized.

We issued a warrant to Amazon with the expectation that the warrant would result in various benefits including, among others, growth in revenues and improved cash flows. Achieving the anticipated benefits from the warrant is subject to a number of challenges and uncertainties. If we are unable to achieve our objectives or if we experience delays, the expected benefits may be only partially realized or not at all, or may take longer to realize than expected, which could adversely impact our financial condition and results of operations.

The success of our business depends on our senior management and key employees.

Our success depends on the continued service and performance of our senior management and other key personnel. In each of the industries in which we participate, there is competition for experienced senior management and personnel with industry-specific expertise. We may not be able to retain our key personnel or recruit skilled personnel with appropriate qualifications and experience. The loss of key members of our personnel, particularly to competitors, could have a material adverse effect on our business, financial condition, results of operations and prospects.

We may fail to attract, hire, train and retain sufficient numbers of ambassadors and other employees in a timely fashion at our facilities to support our operations, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our business relies on large numbers of trained ambassadors and other employees at our facilities, and our success depends to a significant extent on our ability to attract, hire, train and retain ambassadors and other employees. The outsourcing industry experiences high employee turnover. In addition, we compete for employees not only with other companies in our industry, but also with companies in other industries. Increased competition for these employees, in our industry or otherwise, particularly in tight labor markets, could have an adverse effect on our business. Additionally, a significant increase in the turnover rate among trained employees could increase our costs and decrease our operating profit margins.

In addition, our ability to maintain and renew existing client engagements, obtain new business and increase our margins will depend, in large part, on our ability to attract, hire, train and retain employees with skills that enable us to keep pace with growing demands for outsourcing, evolving industry standards, new technology applications and changing client preferences. Our failure to attract, train and retain personnel with the experience and skills necessary to fulfill the needs of our existing and future clients or to assimilate new employees successfully into our operations could have a material adverse effect on our business, financial condition, results of operations and prospects.

If we are not successful in converting visitors to our customer acquisition websites into purchasers or subscribers, our business and operating results may be harmed.

The growth of our customer acquisition business depends in part upon growth in the number of our customers or subscribers we are able to acquire for our clients. The rate at which we convert consumers into customers or subscribers using our customer acquisition websites is a significant factor in the growth of our customer acquisition business. A number of factors could influence this conversion rate for any given period, some of which are outside of our control. These factors include:

- the quality of the consumer experience on our customer acquisition websites and with our delivery center;
- the variety and affordability of the products and services that we offer on behalf of our clients and carrier partners;
- system failures or interruptions in the operation of our customer acquisition websites; and
- changes in the mix of consumers who are referred to us through our direct marketing partners, online advertising subscriber acquisition channels and other marketing channels.

Even if the rate at which we convert visitors to customers or subscribers declines, the marketing and lead generation costs that have already been incurred are unlikely to decline correspondingly. Therefore, such a decline in conversion rate of consumers visiting our customer acquisition websites is likely to result in reduced revenue and a further reduced margin, which could have a material adverse effect on our business, financial condition and operating results.

We depend upon internet search engines to attract a significant portion of the consumers who visit our customer acquisition websites, and if we are unable to advertise on search engines on a cost-effective basis, our business and operating results would be harmed.

We maintain a number of different customer acquisition websites to market our clients' offerings to consumers in their target customer segments. Such client service offerings include cable, internet and paid television services. We derive a significant portion of our customer acquisition website traffic from consumers who search products or services using Internet search engines, such as Google, MSN and Yahoo!. A critical factor in attracting consumers to our customer acquisition websites is whether our clients' offerings are prominently displayed in response to an internet search relating to specific products or services that we market. Search engines typically provide two types of search results, unpaid (natural) listings and paid advertisements. We rely on both unpaid listings and paid advertisements to attract consumers to our customer acquisition websites.

Unpaid search result listings are determined and displayed in accordance with a set of formulas or algorithms developed by the particular internet search engine. The algorithms determine the order of the listing of results in response to the consumer's internet search. From time to time, search engines revise these algorithms. In some instances, these modifications have caused our customer acquisition websites to be listed less prominently in unpaid search results, which has resulted in decreased traffic to these websites. Our customer acquisition websites may also become listed less prominently in unpaid search results for other reasons, such as search engine technical difficulties, search engine technical changes and changes we decide to make to our websites. In addition, search engines have deemed the practices of some companies to be inconsistent with search engine guidelines and decided not to list their websites in search result listings at all. If we are listed less prominently in search result listings for any reason, the traffic to our customer acquisition websites would likely decline, which would harm our operating results. If we decide to attempt to replace this traffic, we may be required to increase our marketing expenditures, which also would harm our operating results and financial condition.

We also purchase paid advertisements on search engines in order to attract users to our customer acquisition websites. We typically pay a search engine for prominent placement of our name and website when certain specific terms are searched on the search engine, regardless of the unpaid search result listings. In some circumstances, the prominence of the placement of our name and website is determined by a combination of factors, including the amount we are willing to pay and algorithms designed to determine the relevance of our paid advertisement to a particular search term. We bid against our competitors and others for the display of these paid search engine advertisements. If there is increased competition for the display of paid advertisements in response to search terms related to our business, our advertising expenses could rise significantly or we could reduce or discontinue our paid search advertisements, either of which could harm our business, operating results and financial condition.

In addition to marketing through internet search engines, we frequently enter into contractual marketing relationships with other online and offline businesses that promote us to their customers. These marketing partners include financial and online service companies, affiliate programs and online advertisers and content providers.

Many factors influence the success of our relationship with our marketing partners, including:

- the continued positive market presence, reputation and growth of the marketing partner;
- the effectiveness of the marketing partner in marketing our websites and services;
- the interest of the marketing partner's customers in the products and services that we offer on our customer acquisition websites;
- the contractual terms we negotiate with the marketing partner, including the marketing fee we agree to pay a marketing partner;
- the percentage of the marketing partner's customers that purchase products or services through our customer acquisition websites;
- the ability of a marketing partner to maintain efficient and uninterrupted operation of its website; and
- our ability to work with the marketing partner to implement website changes, launch marketing campaigns and pursue other initiatives necessary to maintain positive consumer experiences and acceptable traffic volumes.

If we are unable to maintain successful relationships with our existing marketing partners or fail to establish successful relationships with new marketing partners, our business, operating results and financial condition will be harmed.

Our business depends in part on our capacity to invest in technology as it develops, and substantial increases in the costs of technology and telecommunications services or our inability to attract and retain the necessary technologists could have a material adverse effect on our business, financial condition, results of operations and prospects.

The use of technology in our industry has and will continue to expand and change rapidly. Our business depends, in part, upon our ability to develop and implement solutions that anticipate and keep pace with continuing changes in

technology, industry standards and client preferences. We may incur significant expenses in an effort to keep pace with customer preferences for technology or to gain a competitive advantage through technological expertise or new technologies.

If we do not recognize the importance of a particular new technology to our business in a timely manner, are not committed to investing in and developing or adopting such new technology and applying these technologies to our business, or are unable to attract and retain the technologists necessary to develop and implement such technologies, our current solutions may be less attractive to existing and new clients, and we may lose market share to competitors who have recognized these trends and invested in such technology. There can be no assurance that we will have sufficient capacity or capital to meet these challenges. Any such failure to recognize the importance of such technology, a decision not to invest and develop or adopt such technology that keeps pace with evolving industry standards and changing client demands, or an inability to attract and retain the technologists necessary to develop and implement such technology could have a material adverse effect on our business, financial condition, results of operations and prospects.

Increases in employee expenses as well as changes to labor laws could reduce our profit margin.

For the nine months ended March 31, 2020 and 2019, payroll and related costs and share-based payments accounted for $207.1 million and $195.5 million, respectively, representing 68.1% and 69.7%, respectively, of our revenue in those periods. For the fiscal years ended June 30, 2019 and 2018, payroll and related costs and share-based payments accounted for $258.7 million and $261.3 million, respectively, representing, 70.2% and 76.4%, respectively, of our revenue in those periods.

Employee benefits expenses in each of the countries in which we operate are a function of the country's economic growth, level of employment and overall competition for qualified employees in the country. In several locations including the United States, the Philippines and Pakistan, we have experienced increased labor cost during the fiscal years ended June 30, 2019 and 2018 due to increased demand and greater competition for qualified employees. For further details, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Components of Results of Operations—Operating Expenses."

We may not be successful in our attempt to control costs associated with salaries and benefits as we continue to add capacity in locations where we consider wage levels of skilled personnel to be satisfactory. We may need to increase employee compensation more than in previous periods to remain competitive in attracting the quantity and quality of employees that our business requires, which may reduce our profit margins and have a material adverse effect on our cash flows, business, financial condition, results of operations and prospects. In addition, wage increases or other expenses related to the termination of our employees may reduce our profit margins and have a material adverse effect on our cash flows, business, financial condition, results of operations and prospects. If we expand our operations into new jurisdictions, we may be subject to increased operating costs, including higher employee compensation expenses in these new jurisdictions relative to our current operating costs, which could have a negative effect on our profit margin.

Furthermore, many of the countries in which we operate have labor protection laws, which may include statutorily mandated minimum annual wage increases, legislation that imposes financial obligations on employers and laws governing the employment of workers. These labor laws in one or more of the key jurisdictions in which we operate, particularly in the United States, Pakistan, the Philippines, Jamaica or Nicaragua, may be modified in the future in a way that is detrimental to our business. If these labor laws become more stringent, or if there are increases in statutory minimum wages or higher labor costs in these jurisdictions, it may become more difficult for us to discharge employees, or cost effectively downsize our operations as our level of activity fluctuates, both of which would likely reduce our profit margins and have a material adverse effect on our business, financial condition, results of operations and prospects.

We may face difficulties as we expand our operations into countries in which we have no prior operating experience.

We may expand our global operations in order to maintain an appropriate cost structure and meet our clients' needs. This may involve expanding into countries other than those in which we currently operate and where we have less familiarity with local procedures. It may involve expanding into less developed countries, which may have less political, social or economic stability and less developed infrastructure and legal systems. As we expand our business into new countries, we may encounter economic, regulatory, personnel, technological and other difficulties that increase our expenses or delay our ability to start up our operations or become profitable in such countries. This may affect our relationships with our clients and could have an adverse effect on our business, financial condition, results of operations and prospects.

Our profitability will suffer if we are not able to maintain asset utilization levels, price appropriately and control our costs.

Our profitability is largely a function of the efficiency with which we utilize our assets, particularly our people and facilities, and the pricing that we are able to obtain for our solutions. Our utilization rates are affected by a number of factors, including our ability to transition employees from completed projects to new assignments, hire and assimilate new employees, forecast demand for our solutions and thereby maintain an appropriate headcount in each of our locations and geographies, manage attrition, accommodate our clients' requests to shift the mix of delivery locations during the pendency of a contract, and manage resources for training, professional development and other typically non-billable activities. The prices we are able to charge for our solutions are affected by a number of factors, including our clients' perceptions of our ability to add value through our solutions, competition, introduction of new services or products by us or our competitors, our ability to accurately estimate, attain and sustain revenues from client engagements, margins and cash flows over increasingly longer contract periods and general economic and political conditions. Therefore, if we are unable to price appropriately or manage our asset utilization levels, there could be a material adverse effect on our business, results of operations and financial condition.

Our profitability is also a function of our ability to control our costs and improve our efficiency. As we increase the number of our employees and grow our business, we may not be able to manage the significantly larger and more geographically diverse workforce and our profitability may suffer.

The inability or unwillingness of clients that represent a large portion of our accounts receivable balance to pay such balances in a timely fashion could adversely affect our business.

We often carry significant accounts receivable balances from a limited number of clients that generate a large portion of our revenues. A client may become unable or unwilling to pay its balance in a timely fashion due to a general economic slowdown, economic weakness in its industry or the financial insolvency of its business. While we closely monitor our accounts receivable balances, a client's financial inability or unwillingness, for any reason, to pay a large accounts receivable balance would adversely impact our financial condition and cash flow and could adversely impact our ability to draw upon our receivables-backed lines of credit.

If we are unable to fund our working capital requirements and new investments, our business, financial condition, results of operations and prospects could be adversely affected.

Our business is characterized by high working capital requirements and the need to make new investments in operating sites and employee resources to meet the requirements of our clients. Similar to our competitors in this industry, we incur significant start-up costs related to investments in infrastructure to provide our solutions and the hiring and training of employees, such expenses historically being incurred before revenues are generated.

We are exposed to adverse changes in our clients' payment policies. If our key clients implement policies which extend the payment terms of our invoices, our working capital levels could be adversely affected and our financing

costs may increase. If we are unable to fund our working capital requirements, access financing at competitive rates or make investments to meet the expanding business of our existing and potential new clients, our business, financial condition, results of operations and prospects could be adversely affected.

Our operating results may fluctuate from quarter to quarter due to various factors including seasonality.

Our operating results may vary significantly from one quarter to the next and our business may be impacted by factors such as client loss, the timing of new contracts and of new product or service offerings, termination of existing contracts, variations in the volume of business from clients resulting from changes in our clients' operations, the business decisions of our clients regarding the use of our solutions, start-up costs, delays or difficulties in expanding our operating facilities and infrastructure, delays or difficulties in recruiting, changes to our revenue mix or to our pricing structure or that of our competitors, inaccurate estimates of resources and time required to complete ongoing projects, currency fluctuation and seasonal changes in the operations of our clients. The financial benefit of gaining a new client may not be recognized at the intended time due to delays in the implementation of our solutions or negatively impacted due to an increase in the start-up costs.

Based on our experience, the BPO industry experiences increased volumes during the fourth calendar quarter of the year. These seasonal effects also cause differences in revenues and income among the various quarters of any financial year, which means that the individual quarters of a year should not be directly compared with each other or used to predict annual financial results.

The sales cycle for our solutions, which may extend up to two years, and the internal budget and approval processes of our prospective clients, make it difficult to predict the timing of new client engagements.

Damage or disruptions to our technology systems and facilities either through events beyond or within our control could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our key technology systems and facilities may be damaged in natural disasters such as earthquakes or fires or subject to damage or compromise from human error, technical disruptions, power failure, computer glitches and viruses, telecommunications failures, adverse weather conditions and other unforeseen events, all of which are beyond our control or through bad service or poor performance which are within our control. Such events may cause disruptions to information systems, electrical power and telephone service for sustained periods. Any significant failure, damage or destruction of our equipment or systems, or any major disruptions to basic infrastructure such as power and telecommunications systems in the locations in which we operate, could impede our ability to provide solutions to our clients and thus adversely affect their businesses, have a negative impact on our reputation and may cause us to incur substantial additional expenses to repair or replace damaged equipment or facilities.

While we maintain property and business interruption insurance, our insurance coverage may not be sufficient to guarantee costs of repairing the damage caused by such disruptive events and such events may not be covered under our policies. Prolonged disruption of our solutions, even if due to events beyond our control, could also entitle our clients to terminate their contracts with us or result in other brand and reputational damages, which would have a material adverse effect on our business, financial condition, results of operations and prospects.

We face substantial competition in our business.

The market in which we compete, which is comprised of the customer acquisition, customer engagement and customer experience management market segments, is highly fragmented and continuously evolving. We face competition from a variety of companies, including some of our own clients, which operate in distinct segments of the customer lifecycle journey. These segments are very competitive, and we expect competition to remain intense from a number of sources in the future. We believe that the most significant competitive factors in the markets in which we operate are service quality, value-added service offerings, industry experience, advanced technological capabilities,

global coverage, reliability, scalability, security and price. The trend toward near- and offshore outsourcing, international expansion by foreign and domestic competitors and continued technological changes may result in new and different competitors entering our markets. These competitors may include entrants from the communications, software and data networking industries or entrants in geographical locations with lower costs than those in which we operate.

Some of our existing and future competitors have or will have greater financial, human and other resources, longer operating histories, greater technological expertise and more established relationships in the industries that we currently serve or may serve in the future. In addition, some of our competitors may enter into strategic or commercial relationships among themselves or with larger, more established companies in order to increase their ability to address customer needs and reduce operating costs, or enter into similar arrangements with potential clients. Further, trends of consolidation in our certain industries and among competitors may result in new competitors with greater scale, a broader footprint, better technologies and price efficiencies attractive to our clients. Increased competition, our inability to compete successfully, pricing pressures or loss of market share could result in reduced operating profit margins and diminished financial performance which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Unfavorable economic conditions, especially in the United States and in the telecommunications, technology and cable industries from which we generate most of our revenue, could adversely affect our business, results of operations, financial condition and prospects.

Our results of operations may vary based on the impact of changes in the global economy on our clients. While it is often difficult to predict the impact of general economic conditions on our business, unfavorable economic conditions, such as those that occurred during the global financial crisis and economic downturn that began in 2008, could adversely affect the demand for some of our clients' products and services and, in turn, could cause a decline in the demand for our solutions. Additionally, several of our clients, particularly in the telecommunications and technology industries, have experienced substantial price competition. As a result, we face increasing price pressure from such clients, which, if continued, could negatively affect our operating and financial performance.

Our business and future growth depend largely on continued demand for our solutions from clients based in the United States. For the nine months ended March 31, 2020 and 2019, we derived 96.8% and 97.1%, respectively, of our revenue from such clients. In addition, a substantial portion of our clients are concentrated in the telecommunications, technology, cable and retail and e-commerce industries. For the nine months ended March 31, 2020, 36.9% of our revenue was derived from clients in the telecommunications industry, 13.3% of our revenue was derived from clients in the technology industry, 7.1% of our revenue was derived from clients in the cable industry and 15.5% of our revenue was derived from clients in the retail and e-commerce industries. For the nine months ended March 31, 2019, 41.3% of our revenue was derived from clients in the telecommunications industry, 14.9% of our revenue was derived from clients in the technology industry, 10.4% of our revenue was derived from clients in the cable industry and 6.7% of our revenue was derived from clients in the retail and e-commerce industry.

During the fiscal year ended June 30, 2019 and 2018, we derived 97.1% and 96.2%, respectively, of our revenue from customers based in the United States. In addition, a substantial portion of our clients are concentrated in the telecommunications, technology, cable, retail and e-commerce industries. For the fiscal year ended June 30, 2019, 40.5% of our revenue was derived from clients in the telecommunications industry, 14.7% of our revenue was derived from clients in the technology industry, 9.9% of our revenue was derived from clients in the cable industry and 7.9% of our revenue was derived from clients in the retail and e-commerce industry. For the fiscal year ended June 30, 2018, 45.4% of our revenue was derived from clients in the telecommunications industry, 17.7% of our revenue was derived from clients in the technology industry, 12.3% of our revenue was derived from clients in the cable industry and 4.0% of our revenue was derived from clients in the retail and e-commerce industry.

For these reasons, among others, the occurrence of unfavorable economic conditions could adversely affect our business, results of operations, financial condition and prospects.

If our solutions do not comply with the quality standards required by our clients under our agreements, our clients may assert claims for reduced payments to us or substantial damages against us, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Many of our client contracts contain service level and performance requirements, including requirements relating to the quality of our solutions. Failure to meet service requirements or real or perceived errors made by our employees in the course of delivering our solutions could result in a reduction of revenue, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, in connection with our service contracts, certain representations are made, including representations relating to the quality and experience of our personnel. A failure or inability to meet these requirements or a breach of such representations could result in a claim for damages against us and seriously damage our reputation and affect our ability to attract new business.

Our business prospects will suffer if we are unable to continue to anticipate our clients' needs by adapting to market and technology trends.

Our success depends, in part, upon our ability to anticipate our clients' needs by adapting to market and technology trends. We may need to invest significant resources in research and development to maintain and improve our solutions and respond to our clients' changing needs. However, we may not be able to modify our current solutions or develop, introduce and integrate new solutions in a timely manner or on a cost-effective basis. If we are unable to further refine and enhance our solutions or to anticipate innovation opportunities and keep pace with evolving technologies, our solutions could become uncompetitive or obsolete and as a result our clients may terminate their relationship with us or choose to divert their business elsewhere, and our revenue may decline as a result. In addition, we may experience technical problems and additional costs as we introduce new solutions, deploy future iterations of our solutions and integrate new solutions with existing client systems and workflows. If any of these or related problems were to arise, our business, financial condition, results of operations and prospects could be adversely affected.

In addition, we plan to expand across client industries and enter into new industry verticals such as travel and hospitality. If we are unable to successfully adapt our solutions to these industry verticals, our potential growth opportunities could be compromised.

If we fail to adequately protect our intellectual property and proprietary information in the United States and abroad, our competitive position could be impaired and we may lose valuable assets, experience reduced revenues and incur costly litigation to protect our rights.

We believe that our success is dependent, in part, upon protecting our intellectual property and proprietary information. We rely on a combination of intellectual property registrations, trade secrets and contractual restrictions to establish and protect our intellectual property. However, the steps we take to protect our intellectual property may provide only limited protection and may not now or in the future provide us with a competitive advantage. We may not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Any of our intellectual property rights may be challenged by others or invalidated through administrative process or litigation. Furthermore, legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy our technology and use information that we regard as proprietary to create products and services that compete with our solutions. In addition, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with our directors, advisory board members and with the parties with whom we have strategic relationships and business alliances, as well as our clients. No assurance can be given that these

agreements will be effective in controlling access to and the distribution of our proprietary information. Further, these agreements may not prevent potential competitors from independently developing technologies that are substantially equivalent or superior to ours, in which case we would not be able to assert trade secret rights.

We may be required to spend significant resources to monitor and protect our intellectual property rights. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Such litigation could be costly, time consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the eligibility, validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation, could make it more expensive for us to do business and adversely affect our operating results by delaying further sales or the implementation of our technologies, impairing the functionality of our platform and solutions, delaying introductions of new features or applications or injuring our reputation.

Others could claim that we infringe on their intellectual property rights or violate contractual protections, which may result in substantial costs, diversion of resources and management attention and harm to our reputation.

We or our clients may be subject to claims that our technology infringes upon the intellectual property rights of others. Any such infringement claims may result in substantial costs, divert management attention and other resources, harm our reputation and prevent us from offering our solutions. A successful infringement claim against us could materially and adversely affect our business, resulting in our substituting inferior or costlier technologies into our platform and solutions, monetary damages, reasonable royalties or an injunction against providing some or all of our solutions.

In our contracts, we agree to indemnify our clients for expenses and liabilities resulting from claimed infringement by our solutions, in some cases excluding third-party components, of the intellectual property rights of others. In some instances, the amount of these indemnity obligations may be greater than the revenues we receive from the client under the applicable contract. In addition, we may develop work product in connection with specific projects for our clients. While our contracts with our clients provide that we retain the ownership rights to our pre-existing proprietary intellectual property, in some cases we assign to clients intellectual property rights in and to some aspects of documentation or other work product developed specifically for these clients in connection with these projects, which may limit or prevent our ability to resell or reuse this intellectual property.

Our global operations expose us to numerous legal and regulatory requirements.

We provide solutions to our clients' customers in 51 countries and four continents around the world. We are subject to numerous, and sometimes conflicting, legal regimes on matters as diverse as anticorruption, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, anti-competition, data security, privacy and labor relations. For example, our operations in the United States are subject to U.S. laws on these diverse matters and our operations outside of the United States may also be subject to U.S. laws on these diverse matters. U.S. laws may be different in several respects from the laws of Pakistan and the Philippines, where we have significant operations, and jurisdictions where we may seek to expand. We also have and may seek to expand operations in emerging market jurisdictions where legal systems may be less developed or familiar to us. In addition, there can be no assurance that the laws or administrative practices relating to taxation (including the current position as to income and withholding taxes), foreign exchange, export controls, economic sanctions or otherwise in the jurisdictions where we have operations will not change. Compliance with diverse legal requirements is costly, time-consuming and requires significant resources. Violations of one or more of these regulations in the conduct of our business could result in significant fines, criminal sanctions against us or our officers, prohibitions on doing business and damage to our reputation. Violations of these regulations in connection with the performance of our obligations to our clients also could result in liability for significant monetary damages,

fines or criminal prosecution, unfavorable publicity and other reputational damage, restrictions on our ability to process information and allegations by our clients that we have not performed our contractual obligations. Due to the varying degrees of development of the legal systems of the countries in which we operate, local laws might be insufficient to protect our rights.

We are subject to economic sanctions, export control, anti-corruption, anti-bribery, and similar laws. Non-compliance with such laws can subject us to criminal or civil liability and harm our business, revenues, financial condition and results of operations.

We are subject to U.S. export controls and economic sanctions laws and regulations, including the U.S. Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security and the economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls. Exports, re-exports and transfers of our software and services must be made in compliance with these laws and regulations, which could impair our ability to compete in international markets and subject us to liability if we are not in compliance with applicable laws. Specifically, the provision of our services and our international activities are subject to various economic and trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control, which include prohibitions on the sale or supply of certain products and services to U.S. embargoed or sanctioned countries, governments, persons and entities. The OFAC rules also prohibit U.S. persons from facilitating a foreign person's engagement in or with such countries, governments, persons and entities.

Although we take precautions to prevent our services from being provided or deployed in violation of such laws, our services could be provided inadvertently in violation of such laws despite the precautions we take, including usage by our customers in violation of our terms of service. We also cannot assure you that our employees and ambassadors will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible. If we fail to comply with these laws, we and our employees could be subject to civil or criminal penalties, including the possible loss of export privileges, monetary penalties, and, in extreme cases, imprisonment of responsible employees for knowing and willful violations of these laws. We may also be adversely affected through penalties, reputational harm, loss of access to certain markets, or otherwise.

In addition, various countries regulate the import and export of certain encryption and other technology, including import and export permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our products or could limit our users' ability to access our products in those countries. Changes in our products, or future changes in export and import regulations may prevent our users with international operations from utilizing our products globally or, in some cases, prevent the export or import of our products to certain countries, governments, or persons altogether. Any change in export or import regulations, economic sanctions, or related legislation, or change in the countries, governments, persons, or technologies targeted by such regulations, could result in decreased use of our products by, or in our decreased ability to export or sell products to, existing or potential users with international operations. Any decreased use of our platform or limitation on our ability to export or sell our products would likely adversely affect our business, results of operations, and financial results.

In many parts of the world, including countries in which we operate or seek to expand, practices in the local business community may not conform to international business standards and could violate anticorruption laws or regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 and the Bermuda Bribery Act of 2016. Our employees, subcontractors, agents and other third parties with which we associate could take actions that violate our policies or procedures designed to promote legal and regulatory compliance or applicable anticorruption laws or regulations. As we continue our international business, we may also engage with distributors and third-party intermediaries to market our solutions and to obtain necessary permits, licenses, and other regulatory approvals. In addition, we or our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We can be held liable for the corrupt or other illegal activities of these third-party intermediaries, our employees, representatives, contractors, partners and agents, even if we do not explicitly authorize such activities. Violations of these laws or regulations by us, our employees or any of

these third parties could subject us to criminal or civil enforcement actions (whether or not we participated or knew about the actions leading to the violations) including fines or penalties, disgorgement of profits and suspension or disqualification from work, including U.S. federal contracting, any of which could materially adversely affect our business, including our results of operations and our reputation.

We cannot predict whether any material suits, claims, or investigations may arise in the future. Regardless of the outcome of any future actions, claims, or investigations, we may incur substantial defense costs and such actions may cause a diversion of management time and attention. Also, it is possible that we may be required to pay substantial damages or settlement costs which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our client base includes many entities in highly regulated industries, potentially increasing our legal risk and compliance costs and requiring implementation of additional security measures.

Many of our clients are engaged in highly regulated industries that have an array of sector-specific regulatory obligations, including privacy and security requirements. Specifically, our focus on the telecommunications, technology and cable industries means that we may process or come into possession of data that must be treated with special care. In additional to government regulations, our client contracts contain requirements related to the retention of records.

In the United States, telecommunications providers are subject to rules on the use and sharing of Customer Proprietary Network Information, or CPNI. The Telecommunications Act of 1996 limits the uses to which such information may be put, and the parties with whom it may be shared, absent customer permission. It also requires that CPNI be adequately safeguarded. Compliance with these obligations has been a topic of increased interest for the U.S. Federal Communications Commission, or FCC, which has undertaken high-profile CPNI enforcement actions in recent years. The FCC also is in the process of applying such rules to broadband service providers, which could affect how we may provide our solutions to this segment of the telecommunications industry. We instruct our clients not to provide any CPNI to us, but this information may inadvertently be provided to us by our clients as part of their customer information.

In the United States, two federal agencies, the Federal Trade Commission, or FTC, and the FCC, and various states have enacted laws including, at the federal level, the Telephone Consumer Protection Act of 1991, that restrict the placing of certain telephone calls and texts to residential and wireless telephone subscribers by means of automatic telephone dialing systems, prerecorded or artificial voice messages and fax machines. Internationally, we are also subject to similar laws imposing limitations on marketing calls to wireline and wireless numbers and compliance with do not call rules. These laws require companies to institute processes and safeguards to comply with these restrictions. Some of these laws can be enforced by the FTC, FCC, state attorney generals, foreign regulators or private party litigants. In these types of actions, the plaintiff may seek damages, statutory penalties, costs and/or attorneys' fees.

These and other sector-specific obligations could increase our legal risk and impose additional compliance costs on our solutions. If we fail to comply with these obligations, we could suffer a range of consequences, including contract breach claims from our clients, regulatory fines and other penalties, or reputational harm, all of which may have a material adverse impact on our business.

Our business is subject to a variety of U.S. and international laws and regulations, including those regarding privacy, data protection and information security, and our customers may be subject to regulations related to the handling and transfer of certain types of sensitive and confidential information. Any failure to comply with applicable laws and regulations would harm our business, results of operations and financial condition.

We and our customers may be subject to privacy- and data protection-related laws and regulations that impose obligations in connection with the collection, use, storage, transfer, dissemination, security, and/or other processing, or Processing, of personally identifiable information (such personally identifiable information collectively with all

information defined or described by applicable law as “personal data,” “personal information,” “PII” or any similar term, is referred to as Personally Identifiable Information, data, financial data, health data or other similar data. Existing U.S. federal and various state and foreign privacy- and data protection-related laws and regulations are evolving and subject to potentially differing interpretations, and various legislative and regulatory bodies may expand current or enact new laws and regulations regarding privacy- and data protection-related matters. New laws, amendments to or re-interpretations of existing laws and regulations, rules of self-regulatory bodies, industry standards and contractual obligations may impact our business and practices, and we may be required to expend significant resources to adapt to these changes, or stop offering our products in certain countries. These developments could adversely affect our business, results of operations and financial condition.

The U.S. federal and various state and foreign governments have adopted or proposed limitations on, or requirements regarding, the Processing of Personally Identifiable Information of individuals. The U.S. Federal Trade Commission and numerous state attorneys general are applying federal and state consumer protection laws to impose standards on the Processing of data, and to the security measures applied to such data. Similarly, many foreign countries and governmental bodies, including the EU member states, have laws and regulations concerning the Processing of Personally Identifiable Information obtained from their residents individuals located in the EU or by businesses operating within their jurisdiction, which are often more restrictive than those in the United States. Laws and regulations in these jurisdictions apply broadly to the Processing of Personally Identifiable Information that identifies or may be used to identify an individual, such as names, email addresses and, in some jurisdictions, IP addresses and other online or device identifiers. In particular, on April 27, 2016 the European Union adopted the General Data Protection Regulation 2016 / 679 (GDPR) that took effect on May 25, 2018. The GDPR repeals and replaces the EU Data Protection Directive 95 / 46 / EC and it is directly applicable across EU member states. The GDPR applies to any company established in the EU as well as to those outside the EU if they process personal data, as defined under the GDPR, in connection with the provision of goods or services to individuals in the EU or monitor their behavior (for example, through online tracking). The GDPR enhances data protection obligations for businesses and provides direct legal obligations for service providers processing personal data on behalf of customers, including with respect to cooperation with European data protection authorities, implementation of security measures and keeping records of personal data processing activities. Moreover, the GDPR requirements apply not only to third-party transactions, but also to transfers of information between us and our subsidiaries, including employee information. Noncompliance with the GDPR can trigger steep fines of up to €20 million or 4% of global annual revenues, whichever is higher.

In addition to the GDPR, the European Union also is considering another draft data protection regulation. The proposed regulation, known as the Regulation on Privacy and Electronic Communications, or ePrivacy Regulation, would replace the current ePrivacy Directive. Originally planned to be adopted and implemented at the same time as the GDPR, the ePrivacy Regulation has been delayed but could be enacted sometime in the relatively near future. While the new regulation contains protections for those using communications services (for example, protections against online tracking technologies), the potential timing of its enactment significantly later than the GDPR means that additional time and effort may need to be spent addressing differences between the ePrivacy Regulation and the GDPR. New rules related to the ePrivacy Regulation are likely to include enhanced consent requirements in order to use communications content and communications metadata, as well as obligations and restrictions on the processing of data from an end-user’s terminal equipment, which may negatively impact our product offerings and our relationships with our customers. Preparing for and complying with the GDPR and the ePrivacy Regulation (if and when it becomes effective) has required and will continue to require us to incur substantial operational costs and may require us to change our business practices. Despite our efforts to bring practices into compliance with the GDPR and before the effective date of the ePrivacy Regulation, we may not be successful either due to internal or external factors such as resource allocation limitations. Non-compliance could result in proceedings against us by governmental entities, customers, data subjects, consumer associations or others.

With respect to all of the foregoing, any failure or perceived failure by us to comply with U.S., EU or other foreign privacy or data security laws, policies, industry standards or legal obligations, or any security incident that results in the unauthorized Processing of Personally Identifiable Information or other customer data may result in governmental investigations, inquiries, enforcement actions and prosecutions, private litigation, fines and penalties or adverse publicity.

We expect that there will continue to be new proposed laws, regulations and industry standards concerning privacy, data protection and information security in the United States, the European Union and other jurisdictions, and we cannot yet determine the impact such future laws, regulations and standards may have on our business. Because global laws, regulations, industry standards and other legal obligations concerning privacy and data security have continued to develop and evolve rapidly, it is possible that we or our business may not be, or may not have been, compliant with each such applicable law, regulation, industry standard or other legal obligation.

Any such new laws, regulations, other legal obligations or industry standards, or any changed interpretation of existing laws, regulations or other standards may require us to incur additional costs and restrict our business operations. If our privacy or data security measures fail to comply with current or future laws, regulations, policies, legal obligations or industry standards, we may be subject to litigation, regulatory investigations, fines or other liabilities, as well as negative publicity and a potential loss of business.

On June 28, 2018, California became the first U.S. state with a comprehensive consumer privacy law when it enacted the California Consumer Privacy Act of 2018 (the “CCPA”), which became effective January 1, 2020, with some exceptions (Cal. Civ. Code §§ 1798.100-1798.199). The CCPA grants covered California residents new data protection rights regarding their Personal Information (as defined under the CCPA), including rights to access and delete their Personal Information, opt out of certain Personal Information sharing and receive detailed information about how their Personal Information is used. Additionally, the CCPA and imposes various data protection duties on certain entities conducting business in California. The CCPA regulates any for-profit entity doing “business” (who are not otherwise exempt) in California that meets one of the following: (a) has a gross revenue greater than $25 million. (b) annually buys, receives, sells or shares the Personal Information of more than 50,000 consumers, households or devices for commercial purposes, or (c) derives 50 percent (50%) or more of its annual revenues from selling consumers’ Personal Information. Under the CCPA, in the event of a data breach affecting California residents’ Personal Information, failure to maintain reasonable security procedures and practices can trigger a private right of action lawsuit, and is expected to increase data breach litigation. Damages available for private rights of action range from $100 to $750 per violation or actual damages, whichever greater, with injunctive or declaratory relief also possible. In addition to the data breach private right of action, the California Attorney General may independently bring administrative actions for civil penalties of $2,500 per violation, or up to $7,500 per violation if intentional. The CCPA may increase our compliance costs and potential liability. Some observers have noted that the CCPA could mark the beginning of a trend toward more stringent privacy legislation in the U.S., which could increase our potential liability and adversely affect our business.

Unauthorized or improper disclosure of Personally Identifiable Information or breach of privacy, whether inadvertent or as the result of a cyber-attack or improperly by our employees, could result in liability and harm our reputation which could adversely affect our business, financial condition, results of operations and prospects.

Our business depends significantly upon technology infrastructure, telephone systems, data and other equipment and systems. Internal or external attacks on any of those could disrupt the normal operations of our facilities and impede our ability to provide critical solutions to our clients, thereby subjecting us to liability under our contracts. In addition, our business involves the use, storage and transmission of information about our employees, our clients and customers of our clients in connection with our solutions such as Personally Identifiable Information of the customers of our clients. While we take measures to protect the security of, and against unauthorized access to, our systems, as well as the privacy of Personally Identifiable Information and proprietary information, it is possible that our security controls over our systems, as well as other security practices we follow, may not prevent the improper

access to or disclosure of Personally Identifiable Information or proprietary information. Such disclosure could harm our reputation and subject us to significant liability under our contracts and laws that protect Personally Identifiable Information, resulting in increased costs or loss of revenue. Further, data privacy is subject to frequently changing rules and regulations, which sometimes conflict among the various jurisdictions and countries in which we provide solutions. Our failure to adhere to or successfully implement processes in response to changing regulatory requirements in this area or any other kind of improper access to private Personally Identifiable Information could result in legal liability or impairment to our reputation in the marketplace, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our existing debt may affect our flexibility in operating and developing our business and our ability to satisfy our obligations.

As of March 31, 2020, we had total indebtedness of $116.9 million. Our level of indebtedness may have significant negative effects on our future operations, including:

- impairing our ability to obtain additional financing in the future (or to obtain such financing on acceptable terms) for working capital, capital expenditures, acquisitions or other important needs;
- requiring us to dedicate a substantial portion of our cash flow to the payment of principal and interest on our indebtedness, which could impair our liquidity and reduce the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other important needs;
- increasing the possibility of an event of default under the financial and operating covenants contained in our debt instruments; and
- limiting our ability to adjust to rapidly changing conditions in the industry, reducing our ability to withstand competitive pressures and making us more vulnerable to a downturn in general economic conditions or business than our competitors with relatively lower levels of debt.

If we are unable to generate sufficient cash flow from operations to service our debt, we may be required to refinance all or a portion of our existing debt or obtain additional financing. We cannot assure you that any such refinancing would be possible or that any additional financing could be obtained. Our inability to obtain such refinancing or financing may have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, several of our financing arrangements contain a number of covenants and restrictions including limits on our ability and our subsidiaries' ability to incur additional debt, pay dividends and make certain investments. Complying with these covenants may cause us to take actions that make it more difficult to successfully execute our business strategy and we may face competition from companies not subject to such restrictions. Moreover, our failure to comply with these covenants could result in an event of default or refusal by our creditors to renew certain of our loans which may have a material adverse effect on our business, financial condition, results of operation and prospects. In several recent instances, we have not been in compliance with certain applicable debt covenants in our financing arrangements.

If we experience challenges with respect to labor relations, our overall operating costs and profitability could be adversely affected and our reputation could be harmed.

If we fail to maintain good relations with our employees, we could suffer a strike or other significant work stoppage or other form of industrial action, which could have a material adverse effect on our business, financial condition, results of operations and prospects and harm our reputation.

Fluctuations against the U.S. dollar in the local currencies in the countries in which we operate could have a material effect on our results of operations.

During the nine months ended March 31, 2020 and 2019, 3.2% and 2.9%, and the fiscal years ended June 30, 2019 and 2018, 2.9% and 3.8%, respectively, of our revenue was generated in foreign currencies other than the U.S.

dollar. A portion of our costs and expenses that were incurred outside of the United States were paid for in foreign currencies, mostly the local currencies of the Philippines, Jamaica and Pakistan. During the nine months ended March 31, 2020, out of our total payroll and related costs, 25.54% were incurred in the Philippines (currency Philippine Peso), 13.04% were incurred in the Jamaica (currency Jamaican Dollar) and 7.4% were incurred in Pakistan (currency Pakistani Rupee). Because our financial statements are presented in U.S. dollars and revenues are primarily generated in U.S. dollars whereas some portion of the cost is incurred in foreign currencies, any significant unhedged fluctuations in the currency exchange rates between the U.S. dollar and the currencies of countries in which we incur costs in local currencies will affect our results of operations and financial statements. This may also affect the comparability of our financial results from period to period, as we convert our subsidiaries' statements of financial position into U.S. dollars from local currencies at the period-end exchange rate, and income and cash flow statements at average exchange rates for the year. See "Management's Discussion and Analysis of Financial Condition and Results of Operations —Factors Affecting the Comparability of Our Results of Operations."

In addition to our exposure to the Philippine Peso, Jamaican Dollar and Pakistani Rupee, we also have exposures to the Canadian Dollar, CFA Franc (XOF), Emirati Dirham, Euro, and Nicaraguan Cordoba. Of these, the Nicaraguan Cordoba are most significant after the Philippine Peso, Jamaican Dollar and Pakistani Rupee.

As we increase our revenues from non-U.S. locations or expand our solution delivery or back office footprint to other international locations, this effect may be magnified. We may in the future engage in hedging strategies in an effort to reduce the adverse impact of fluctuations in foreign currency exchange rates, which may not be successful. See also "Management's Discussion and Analysis of Financial Condition and Results of Operations—Foreign Currency Exchange Risk" and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Impact of Foreign Currency Translation."

The estimates of market opportunity and forecasts of market growth included in this prospectus may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The estimates and forecasts in this prospectus relating to the size and expected growth of the market for our portfolio of integrated solutions may prove to be inaccurate. Any expansion in our market depends on a number of factors, including the cost, performance and perceived value associated with our solutions and those of our competitors. Even if the markets in which we currently compete meet the size estimates and growth forecasted in this prospectus, our business could fail to grow at similar rates, if at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the forecasts of market growth included in this prospectus should not be taken as indicative of our future growth. For more information regarding the estimates of market opportunity and the forecasts of market growth included in this prospectus, see "Market and Industry Data."

We have entered into certain related-party transactions and may continue to rely on related parties for certain key development and support activities.

We have entered, and may continue to enter, into transactions with affiliates of TRGI for corporate and operational services. See "Related Party Transactions." Such transactions may not have been entered into on an arm's-length basis, and we may have achieved more favorable terms because such transactions were entered into with our related parties. We rely, and will continue to rely, on our related parties to maintain these services. If the pricing for these services changes, or if our related parties cease to provide these services, including by terminating agreements with us, we may be unable to obtain replacements for these services on the same terms without disruption to our business. This could have a material effect on our business, results of operations and financial condition.

We may acquire other companies in pursuit of growth, which may divert our management's attention, result in dilution to our shareholders and consume resources that are necessary to sustain our business.

We may in the future acquire complementary businesses. Negotiating these transactions can be time-consuming, difficult and expensive, and our ability to complete these transactions may be subject to conditions or approvals that are beyond our control, including anti-takeover and antitrust laws in various jurisdictions. Consequently, these transactions, even if undertaken and announced, may not close.

An acquisition, investment or new business relationship may result in unforeseen operating difficulties and expenditures. In particular, we may encounter difficulties assimilating or integrating the businesses, technologies, services, products, personnel or operations of acquired companies, particularly if the key personnel of the acquired company choose not to work for us, the acquired company's technology is not easily compatible with ours or we have difficulty retaining the customers of any acquired business due to changes in management or otherwise. Mergers or acquisitions may also disrupt our business, divert our resources and require significant management attention that would otherwise be available for the development of our business. Moreover, the anticipated benefits of any merger, acquisition, investment or similar partnership may not be realized or we may be exposed to unknown liabilities, including litigation against the companies we may acquire. For one or more of those transactions, we may:

- issue additional equity securities that would dilute our shareholders;
- use cash that we may need in the future to operate our business;
- incur debt on terms unfavorable to us or that we are unable to repay or that may place burdensome restrictions on our operations or cash flows;
- incur large charges or substantial liabilities; or
- become subject to adverse tax consequences, or substantial depreciation or amortization, deferred compensation or other acquisition related accounting charges.

Any of these risks could materially and adversely affect our business, results of operations, financial condition and prospects.

Our facilities operate on leasehold property, and our inability to renew our leases on commercially acceptable terms or at all may adversely affect our results of operations.

Our facilities operate on leasehold property. Our leases are subject to renewal and we may be unable to renew such leases on commercially acceptable terms or at all. Our inability to renew our leases, or a renewal of our leases with a rental rate higher than the prevailing rate under the applicable lease prior to expiration, may have an adverse impact on our operations, including disrupting our operations or increasing our cost of operations. In addition, in the event of non-renewal of our leases, we may be unable to locate suitable replacement properties for our facilities or we may experience delays in relocation that could lead to a disruption in our operations. Any disruption in our operations could have an adverse effect on our business and results of operation.

If our goodwill or amortizable intangible assets become impaired, we could be required to record a significant charge to earnings.

We had goodwill and other intangible assets totaling $15.2 million as of March 31, 2020. We review our goodwill and amortizable intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. We assess whether there has been an impairment in the value of goodwill at least annually. In the nine months ended March 31, 2020 and 2019, we did not recognize an impairment of goodwill or other intangible assets. In the fiscal year ended June 30, 2019, we recognized a $0.2 million impairment of intangibles due to the disposal of DGS EDU. In the year ended June 30, 2018, we did not recognize an impairment of goodwill or other intangible assets. Factors that may be considered a change in circumstances indicating that the carrying value of our goodwill or amortizable intangible assets may not be recoverable include declines in stock price, market capitalization or cash flows and slower growth rates in our industry. We could be required to record a significant

charge to earnings in our financial statements during the period in which any impairment of our goodwill or amortizable intangible assets were determined, negatively impacting our results of operations.

Our ability to use our U.S. net operating loss carry forwards may be subject to limitation.

As of March 31, 2020, we had estimated U.S. federal net operating loss carry forwards of $15.5 million and U.S. state net operating loss carry forwards of $19.8 million, which will begin to expire in 2029. As of that same date, our European subsidiaries had net operating loss carry forwards of $5.5 million, which can be carried forward indefinitely with no expiry date, and our Canadian subsidiary had a net operating loss carry forward of $2.2 million, which expires over the period 2027 through 2037. The timing and manner in which we may utilize net operating losses may be limited by tax rules regarding changes in ownership and a lack of future taxable income could adversely affect our ability to utilize our net operating losses before they expire. In general, net operating losses in one country cannot be used to offset income in any other country and net operating losses in one state cannot be used to offset income in any other state. Accordingly, we may be subject to tax in certain jurisdictions even if we have unused net operating losses in other jurisdictions. Furthermore, each jurisdiction in which we operate may have its own limitations on our ability to utilize net operating losses or tax credit carryovers generated in that jurisdiction. These limitations may increase our U.S. federal, state or foreign income tax liability.

Risks Related to Being Incorporated in Bermuda

Tax matters, new legislation and actions by taxing authorities may have an adverse effect on our operations, effective tax rate and financial condition.

We may not be able to predict our future tax liabilities due to the international nature of our operations, as we are subject to the complex and varying tax laws and rules of several foreign jurisdictions. Our results of operations and financial condition could be adversely affected if tax contingencies are resolved adversely or if we become subject to increased levels of taxation.

We are also subject to income taxes in the United States and numerous other foreign jurisdictions. Our tax expense and cash tax liability in the future could be adversely affected by numerous factors, including, but not limited to, changes in tax laws, regulations, accounting principles or interpretations and the potential adverse outcome of tax examinations and pending tax-related litigation. Changes in the valuation of deferred tax assets and liabilities, which may result from a decline in our profitability or changes in tax rates or legislation, could have a material adverse effect on our tax expense. The governments of foreign jurisdictions from which we deliver solutions may assert that certain of our clients have a “permanent establishment” in such foreign jurisdictions by reason of the activities we perform on their behalf, particularly those clients that exercise control over or have substantial dependency on our solutions. Such an assertion could affect the size and scope of the solutions requested by such clients in the future.

Transfer pricing regulations, to which we are subject, require that any transaction among us and our subsidiaries be on arm’s-length terms. If the applicable tax authorities were to determine that the transactions among us and our subsidiaries do not meet arm’s length criteria, we may incur increased tax liability, including accrued interest and penalties. Such increase on our tax expenses would reduce our profitability and cash flows.

On December 5, 2017, following an assessment of the tax policies of various countries by the Code of Conduct Group for Business Taxation of the European Union, the Council of the European Union (the “Council”) approved and published Council conclusions containing a list of “non-cooperative jurisdictions” for tax purposes. In response to the Council’s findings, on December 31, 2018, the Bermuda government enacted the Economic Substance Act 2018, and related regulations, as subsequently amended (the “Substance Act”), with effect from July 1, 2019 for existing Bermuda entities, requiring certain entities in Bermuda engaged in “relevant activities” to maintain a substantial economic presence in Bermuda and to satisfy economic substance requirements. The list of “relevant activities” includes holding entities, and the legislation requires Bermuda companies engaging in a “relevant activity” to be locally managed and directed, to carry on core income generating activities in Bermuda, to maintain adequate physical presence in Bermuda, and to have an adequate level of local full time qualified employees and incur

adequate operating expenditure in Bermuda. Under the Substance Act, any entity that must satisfy economic substance requirements but fails to do so could face automatic disclosure to competent authorities in the European Union of the information filed by the entity with the Bermuda Registrar of Companies in connection with the economic substance requirements and may also face financial penalties, restriction or regulation of its business activities or may be struck as a registered entity in Bermuda. As a result of implementing the Substance Act, Bermuda does not currently appear on the Council's list of "non-cooperative jurisdictions" for tax purposes and is therefore "white listed". Although we believe we comply with the requirements of the Substance Act, we are not able to predict how the Bermuda authorities will interpret and enforce the Substance Act or the potential impact of compliance or noncompliance on our results of operations and financial condition.

In addition, the United States enacted the Tax Cuts and Jobs Act of 2017 (the "TCJA"), which has significantly changed the U.S. federal income tax system. Significant changes introduced by TCJA include reduction in US federal tax rate, limitations on the deductibility of interest expense and executive compensation, a base erosion focused minimum tax (the Base Erosion and Anti-Abuse tax), transitional tax, tangible property expensing, current tax on global intangible low-taxed income (GILTI) and carry forward of net operating losses ("NOLs"). Although we believe we currently comply with the applicable requirements of TCJA, it is difficult to predict whether and to what extent legislative changes or administrative guidance could further change or interpret the meaning of the TCJA. See "Material U.S. and Bermuda Tax Consequences—U.S. Federal Income Tax Consequences."

Prospective investors should consult their tax advisors regarding the potential impact to them of the TCJA and any subsequent legislative changes and administrative guidance to them.

In 2020, the Luxembourg tax authorities challenged our tax position with respect to a royalties-related tax exemption and, in response, we filed a petition to defend our position. In response to our petition, the Luxembourg tax authorities accepted our tax position and permitted the tax exemption, issuing a revised tax assessment on June 17, 2020

We may become subject to taxes in Bermuda after 2035, which may have a material adverse effect on our results of operations and shareholders' investments.

The Bermuda Minister of Finance, under the Exempted Undertakings Tax Protection Act 1966 of Bermuda, as amended, has given us assurances that if any legislation is enacted in Bermuda that would impose tax computed on profits or income, or computed on any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance tax, then the imposition of any such tax will not be applicable to us or any of our operations, shares, debentures or other obligations until March 31, 2035, except insofar as such tax applies to persons ordinarily residing in Bermuda or to any taxes payable by us in respect of real property owned or leased by us in Bermuda. See "Material United States and Bermuda Income Tax Considerations—Bermuda Tax Consequences." Given the limited duration of the Bermuda Minister of Finance's assurance, we cannot assure shareholders that we will not be subject to any Bermuda tax after March 31, 2035.

We will be a foreign private issuer and, as a result, we will not be subject to U.S. proxy rules and will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

Upon consummation of this offering, we will report under the Exchange Act as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer under the Exchange Act and although we are subject to Bermuda laws and regulations with regard to such matters and intend to furnish quarterly financial information to the SEC, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act;

- the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of specified significant events.

In addition, foreign private issuers are not required to file their annual report on Form 20-F until 120 days after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year. Foreign private issuers are also exempt from Regulation Fair Disclosure, aimed at preventing issuers from making selective disclosures of material information. As a result of the above, you may not have the same protections afforded to shareholders of companies that are not foreign private issuers.

As a foreign private issuer and a controlled company, we are not subject to certain Nasdaq corporate governance rules applicable to U.S. listed companies.

As a foreign private issuer who has applied to list our common shares on Nasdaq, we rely on a provision in the Nasdaq corporate governance listing standards that allows us to follow Bermuda law with regard to certain aspects of corporate governance. This allows us to follow certain corporate governance practices that differ in significant respects from the corporate governance requirements applicable to U.S. companies listed on the Nasdaq Global Market.

For example, we are exempt from Nasdaq regulations that require a listed U.S. company to:

- have a majority of the board of directors consist of independent directors;
- require non-management directors to meet on a regular basis without management present;
- adopt a code of conduct and promptly disclose any waivers of the code for directors or executive officers that should address certain specified items;
- have an independent compensation committee;
- have an independent nominating committee;
- solicit proxies and provide proxy statements for all shareholder meetings;
- review related-party transactions; and
- seek shareholder approval for the implementation and modification of certain equity compensation plans and issuances of common shares.

As a foreign private issuer, we are permitted to follow home country practice in lieu of the above requirements. In accordance with our Nasdaq Global Market listing, our audit committee is required to comply with the provisions of Section 301 of the Sarbanes-Oxley Act, and Rule 10A-3 of the Exchange Act, both of which are also applicable to U.S. companies listed on the Nasdaq Global Market. Because we are a foreign private issuer, however, our audit committee is not subject to additional Nasdaq corporate governance requirements applicable to listed U.S. companies, including the requirements to have a minimum of three members and to affirmatively determine that all members are “independent,” using more stringent criteria than those applicable to us as a foreign private issuer. These reduced compliance requirements may make our common shares less attractive to some investors, which could adversely affect their market price.

In the event we no longer qualify as a foreign private issuer, we intend to rely on the “controlled company” exemption under Nasdaq corporate governance rules. A “controlled company” under Nasdaq corporate governance rules is a company of which more than 50% of the voting power is held by an individual, group or another company. Our principal shareholder, The Resource Group International Limited, controls, and following this offering will continue to

control, a majority of the voting power of our outstanding shares, making us a "controlled company" within the meaning of Nasdaq corporate governance rules. As a controlled company, we are eligible to, and, in the event we no longer qualify as a foreign private issuer, we intend to, elect not to comply with certain of corporate governance standards.

We may lose our foreign private issuer status which would then require us to comply with the Exchange Act's domestic reporting regime and cause us to incur significant legal, accounting and other expenses.

We are a foreign private issuer and therefore we are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act applicable to U.S. domestic issuers. In order to maintain our current status as a foreign private issuer, either:

- a majority of our common shares must be either directly or indirectly owned of record by non-residents of the United States; or
- a majority of our "executive officers" or directors may not be U.S. citizens or residents, more than 50% of our assets cannot be located in the United States, and our business must be administered principally outside the United States.

A majority of our executives, assets and business are located in and managed from the United States. As a result, if a majority of our common shares become either directly or indirectly owned of record by United States residents, we will lose our foreign private issuer status. If we lost this status, we would be required to comply with the Exchange Act reporting and other requirements applicable to U.S. domestic issuers, which are more detailed and extensive than the requirements for foreign private issuers.

We may also be required to make changes in our corporate governance practices in accordance with various SEC and Nasdaq rules. The regulatory and compliance costs to us under U.S. securities laws if we are required to comply with the reporting requirements applicable to a U.S. domestic issuer may be significantly higher than the cost we would incur as a foreign private issuer. As a result, we expect that a loss of foreign private issuer status would increase our legal and financial compliance costs and would make some activities more time consuming and costly. We also expect that if we were required to comply with the rules and regulations applicable to U.S. domestic issuers, it would make it more difficult and expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These rules and regulations could also make it more difficult for us to attract and retain qualified members of our board of directors.

Bermuda law differs from the laws in effect in the United States and may afford less protection to holders of our common shares.

We are incorporated under the laws of Bermuda. As a result, our corporate affairs are governed by the Companies Act 1981, as amended (the "Companies Act") which differs in some material respects from laws typically applicable to U.S. corporations and shareholders, including the provisions relating to interested directors, amalgamations, mergers and acquisitions, takeovers, shareholder lawsuits and indemnification of directors. See "Bermuda Company Considerations." Generally, the duties of directors and officers of a Bermuda company are owed to the company only. Shareholders of Bermuda companies typically do not have rights to take action against directors or officers of the company and may only do so in limited circumstances. Class actions are not available under Bermuda law. The circumstances in which derivative actions may be available under Bermuda law are substantially more prescribed and less clear than they would be to shareholders of U.S. corporations. The Bermuda courts, however, would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong to the company where the act complained of is alleged to be beyond the corporate power of the company or illegal, or would result in the violation of the company's memorandum of association or bye-laws. Furthermore, consideration would be given by a Bermuda court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than that which actually approved it. However, our bye-laws contain a provision by virtue of which unless we consent in writing

to the selection of an alternative forum, the United States District Court for the Southern District of New York will be the exclusive forum for any private action asserting violations by us or any of our directors or officers of the Securities Act or the Exchange Act, or the rules and regulations promulgated thereunder, and of all suits in equity and actions at law brought to enforce any liability or duty created by those statutes or the rules and regulations under such statutes. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than the United States District Court for the Southern District of New York, the plaintiff or plaintiffs shall be deemed by this provision of the bye-laws (i) to have consented to removal of the action by us to the United States District Court for the Southern District of New York, in the case of an action filed in a state court, and (ii) to have consented to transfer of the action pursuant to 28 U.S.C. § 1404 to the United States District Court for the Southern District of New York. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, there is uncertainty as to whether a court would enforce such provision with respect to claims under the Securities Act, and in any event, our shareholders cannot waive compliance with federal securities laws and the rules and regulations thereunder. If a court were to find the choice of forum provision to be unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could have a material adverse effect on our business, financial condition or results of operations.

When the affairs of a company are being conducted in a manner that is oppressive or prejudicial to the interests of some shareholders, one or more shareholders may apply to the Supreme Court of Bermuda, which may make such order as it sees fit, including an order regulating the conduct of the company's affairs in the future or ordering the purchase of the shares of any shareholders by other shareholders or by the company. In addition, under our bye-laws and as permitted by Bermuda law, each shareholder has waived any claim or right of action against our directors or officers for any action taken by directors or officers in the performance of their duties, except for actions involving fraud or dishonesty. In addition, the rights of holders of our common shares and the fiduciary responsibilities of our directors under Bermuda law are not as clearly established as under statutes or judicial precedent in existence in jurisdictions in the United States, particularly the State of Delaware. Therefore, holders of our common shares may have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction within the United States. See "Enforceability of Civil Liabilities."

Any U.S. or other foreign judgments you may obtain against us may be difficult to enforce against us in Bermuda.

We are incorporated in Bermuda and a significant portion of our assets is located outside the United States. In addition, certain of our directors are non-residents of the United States. As a result, it may be difficult or impossible for U.S. investors to serve process within the United States upon us or our directors and executive officers, or to enforce a judgment against us for civil liabilities in U.S. courts.

In addition, you should not assume that courts in the countries in which we are incorporated or where our assets are located would enforce judgments of U.S. courts obtained in actions against us based upon the civil liability provisions of applicable U.S. federal and state securities laws or would enforce, in original actions, liabilities against us based on those laws.

Risks Related to Our Common Shares and this Offering

There has been no prior public market for our common shares, and an active market may not develop or be sustained, and you may not be able to resell your shares at or above the initial public offering price, if at all.

Prior to this offering, there has been no public market for our common shares. We cannot predict the extent to which a trading market for our common shares will develop or how liquid that market might become. An active trading market for our common shares may never develop or may not be sustained, which could adversely affect your ability to sell your common shares and the market price of your common shares. Also, if you purchase common shares in this offering, you

will pay a price that was not established in public trading markets. The initial public offering price for the common shares will be determined by negotiations between us, the selling shareholder and the underwriters and does not purport to be indicative of prices at which our common shares will trade upon completion of this offering. Consequently, you may not be able to sell your common shares above the initial public offering price and may suffer a loss on your investment.

The market price of our common shares may be volatile and may trade at prices below the initial public offering price.

The stock market in general, and the market for equities of newly-public companies in particular, have been highly volatile. As a result, the market price of our common shares is likely to be similarly volatile, and investors in our common shares may experience a decrease, which could be substantial, in the value of their common shares, including decreases unrelated to our operating performance or prospects, or a complete loss of their investment. The price of our common shares could be subject to significant fluctuations in response to a number of factors, including those listed elsewhere in this “Risk Factors” section and others such as:

- variations in our operating performance and the performance of our competitors;
- actual or anticipated fluctuations in our quarterly or annual operating results;
- changes in our revenues or earnings estimates or recommendations by securities analysts;
- publication of research reports by securities analysts about us or our competitors in our industry;
- failure of securities analysts to initiate or maintain coverage of us, changes in ratings and financial estimates and the publication of other news by any securities analysts who follow our company, or our failure to meet these estimates or the expectations of investors;
- our failure or the failure of our competitors to meet analysts’ projections or guidance that we or our competitors may give to the market;
- additions or departures of key personnel;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- announcement of technological innovations by us or our competitors;
- the passage of legislation, changes in interpretations of laws or other regulatory events or developments affecting us;
- speculation in the press or investment community;
- changes in accounting principles;
- terrorist acts, acts of war or periods of widespread civil unrest;
- health pandemics (including COVID-19);
- changes in general market and economic conditions;
- changes or trends in our industry;
- investors’ perception of our prospects; and
- adverse resolution of any new or pending litigation against us.

In the past, securities class action litigation has often been initiated against companies following periods of volatility in their stock price. This type of litigation could result in substantial costs and divert our management’s attention and resources, and could also require us to make substantial payments to satisfy judgments or to settle or defend litigation.

If securities or industry analysts do not publish research about our business, or publish inaccurate or unfavorable research, the price and trading volume of our common shares could decline.

The market for our common shares will likely depend, in part, on the research and reports that securities or industry analysts publish about us or our business. There can be no assurance that analysts will cover us or provide favorable coverage. In addition, if one or more analysts cease coverage of our company or fail to regularly publish reports on

us, we could lose visibility in the financial markets, which could cause our share price or trading volume to decline. Moreover, if one or more analysts downgrade our common shares or change their opinion of our common shares, our share price would likely decline.

You will experience substantial dilution as a result of this offering and future equity issuances.

The initial public offering price per share is substantially higher than the pro forma net tangible book value per common share outstanding prior to this offering. As a result, investors purchasing common shares in this offering will experience immediate dilution of $ per share in net tangible book value after giving effect to the sale of common shares in this offering at an assumed public offering price of $ per share, the midpoint of the estimated initial public offering price range set forth on the cover page of this prospectus. See “Dilution.”

As of March 31, 2020, 1,851,788 restricted stock awards were issued at a fair market value of $0.61 per share, of which 1,137,768 have vested. In addition, up to 1,443,740.49 common shares may be issuable under the Amazon Warrant, with an exercise price of $11.20 per share, if all of the vesting conditions under that warrant are satisfied. To the extent additional stock awards vest and the Amazon Warrant is ultimately exercised, there will be further dilution to investors in this offering. This dilution is due in large part to the fact that our earlier investors paid substantially less than the initial public offering price when they purchased their common shares. In addition, if we issue additional equity securities, you will experience additional dilution.

Our future earnings and earnings per share, as reported under IFRS as issued by the IASB, could be adversely impacted by the Amazon Warrant and if Amazon exercises its right to acquire our common shares pursuant to the Amazon Warrant, it will dilute the ownership interests of our then-existing shareholders and could adversely affect the market price of our common shares.

The Amazon Warrant increases the number of diluted shares reported, which has an effect on our fully diluted earnings per share. Further, the Amazon Warrant will be presented as a liability in our audited consolidated balance sheet and is subject to fair value measurement adjustments during the periods that it is outstanding. Accordingly, future fluctuations in the fair value of the Amazon Warrant could adversely impact our results of operations. If Amazon exercises its right to acquire our common shares pursuant to the Amazon Warrant, it will dilute the ownership interests of our then-existing shareholders and reduce our earnings per share. In addition, any sales in the public market of any common shares issuable upon the exercise of the Amazon Warrant by Amazon could adversely affect the market price of our common shares.

After the completion of this offering, we may not pay any dividends. Accordingly, investors may only realize future gains on their investments if the price of their common shares increases, which may never occur.

We have never declared or paid any dividends on our common shares, other than a dividend declared by one of our subsidiaries during the fiscal year ended June 30, 2017, the remaining $1.6 million of which was paid during the fiscal year ended June 30, 2019. We currently do not plan to declare dividends on our common shares in the foreseeable future. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. The payment of dividends, if any, would be at the discretion of our board of directors and would depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in our current and future debt agreements and other factors that our board of directors may deem relevant. Accordingly, if our board of directors deems it appropriate not to pay any dividends, our investors may only realize future gains on their investments if the price of their common shares increases, which may never occur. See “Dividend Policy.”

We are an “emerging growth company,” and the reduced disclosure requirements applicable to emerging growth companies may make our common shares less attractive to investors.

We are an “emerging growth company,” as defined in the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not “emerging growth companies” including, but not limited to, not being required to comply with the auditor attestation requirements

of Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, reduced financial disclosure obligations, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. We may take advantage of these provisions until we are no longer an "emerging growth company." We would cease to be an "emerging growth company" upon the earliest to occur of: the last day of the fiscal year in which we have more than $1.07 billion in annual revenue; the date we qualify as a "large accelerated filer," with at least $700 million of equity securities held by non-affiliates; the issuance, in any three-year period, by us of more than $1.0 billion in non-convertible debt securities; and the last day of the fiscal year ending after the fifth anniversary of this offering. If we take advantage of any of these reduced reporting requirements in future filings, the information that we provide our security holders may be different than you might get from other public companies in which you hold equity interests. We cannot predict if investors will find our common shares less attractive because we may rely on these exemptions. If some investors find our common shares less attractive as a result, there may be a less active trading market for our common shares and our share price may be more volatile.

If we are unable to implement and maintain effective internal control over financial reporting, our results of operations and the price of our common shares could be adversely affected.

In connection with our fiscal year ended June 30, 2018, we and our independent registered public accounting firm identified two material weaknesses in our internal control over financial reporting as defined in Rule 12b-2 under the Exchange Act. A "material weakness" is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement in our financial statements will not be prevented or detected on a timely basis. Specifically, the material weaknesses related to various control deficiencies related to (i) information technology general controls and (ii) revenue recognition at one of our subsidiaries. As of June 30, 2019, we and our independent registered public accounting firm determined that these material weaknesses were remediated.

In addition, during the fiscal year ended June 30, 2018, we assessed the presentation of our consolidated statement of cash flows and concluded that it was necessary to restate our previously issued financial statements for the fiscal year ended June 30, 2017 in order to correct an error in presentation. In accordance with International Accounting Standard (IAS) 7, *Statement of Cash Flows*, the cash flow associated with the proceeds and payments relating to the line of credit borrowing did not meet the criteria for net presentation as the maturity associated with the line of credit was significantly greater than 90 days and, therefore, we were required to present the cash flow activities associated with the line of credit by presenting separately proceeds from the line of credit and the associated repayments. For more information about this restatement, refer to Note 2.2, Basis of accounting and presentation, in our audited consolidated financial statements included elsewhere in this prospectus.

During the fiscal year ended June 30, 2019, we and our independent registered public accounting firm identified one material weakness in our internal control over financial reporting related to our estimate of renewable revenue and related provision for Etelequote Limited. During the preparation of our interim condensed consolidated financial statements as of March 31, 2020 and for the nine month periods ended March 31, 2020 and 2019, we and our independent registered public accounting firm identified material weaknesses in our internal control over financial reporting related to our estimate of renewable revenue and related provision, and related tax effects, for Etelequote Limited for the nine month period ended March 31, 2019. We disposed of Etelequote Limited to our parent company, The Resource Group International Limited, on June 26, 2019 and have treated Etelequote Limited as a discontinued operation in our financial statements for all periods presented in this prospectus. For more information about our disposition of Etelequote Limited, refer to Notes 22 and 30.3 to our interim condensed consolidated financial statements and our audited consolidated financial statements, respectively, included elsewhere in this prospectus.

We cannot assure you that the measures we have taken to date, and actions we may take in the future, will prevent potential future material weaknesses. In addition, neither our management nor an independent registered public accounting firm has performed an evaluation of our internal control over financial reporting in accordance with the

provisions of the Sarbanes-Oxley Act because no such evaluation has been required to date. As an emerging growth company and pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, beginning with our Annual Report on Form 20-F for the fiscal year ended June 30, 2021, our management is required to report on the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. We have not yet made a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. Also, once we no longer qualify as an EGC, the independent registered public accounting firm that audits our financial statements will also be required to audit our internal control over financial reporting. Any delays or difficulty in satisfying these requirements could adversely affect our future results of operations and the price of our shares. Moreover, it may cost us more than we expect to comply with these control- and procedure-related requirements. Failure to comply with Section 404 or to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations could potentially result in a loss in investor confidence in our reported financial information and subject us to sanctions or investigations by regulatory authorities.

If we are unable to successfully remediate any future material weaknesses in our internal control over financial reporting, or identify any additional material weaknesses, the accuracy and timing of our financial reporting may be adversely affected, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports in addition to applicable stock exchange listing requirements, investors may lose confidence in our financial reporting, and our share price may decline as a result.

We will incur increased costs and demands upon management as a result of complying with the laws and regulations affecting public companies, particularly after we are no longer an "emerging growth company," which could adversely affect our business, operating results and financial condition.

As a public company, and particularly after we cease to be an "emerging growth company," we will incur significantly greater legal, accounting and other expenses than we incurred as a private company. We are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, and Nasdaq rules and regulations. These requirements have increased and will continue to increase our legal, accounting and financial compliance costs and have made and will continue to make some activities more time consuming and costly. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to maintain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as our executive officers.

The Sarbanes-Oxley Act requires, among other things, that we assess the effectiveness of our internal control over financial reporting annually and the effectiveness of our disclosure controls and procedures quarterly. In particular, Section 404 of the Sarbanes-Oxley Act, or Section 404, will require us to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on, and our independent registered public accounting firm potentially to attest to, the effectiveness of our internal control over financial reporting. As an emerging growth company, we expect to avail ourselves of the exemption from the requirement that our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting under Section 404. However, we may no longer avail ourselves of this exemption when we cease to be an emerging growth company. When our independent registered public accounting firm is required to undertake an assessment of our internal control over financial reporting, the cost of our compliance with Section 404 will correspondingly increase. Our compliance with applicable provisions of Section 404 will require that we incur substantial accounting expense and expend significant management time on compliance-related issues as we implement additional corporate governance practices and comply with reporting requirements. Moreover, if we are not able to comply with the requirements of Section 404 applicable to us in a timely manner, or if we or our

independent registered public accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our shares could decline and we could be subject to sanctions or investigations by the SEC or other regulatory authorities, which would require additional financial and management resources.

Furthermore, investor perceptions of our company may suffer if deficiencies are found, and this could cause a decline in the market price of our common shares. Irrespective of compliance with Section 404, any failure of our internal control over financial reporting could have a material adverse effect on our stated operating results and harm our reputation. If we are unable to implement these requirements effectively or efficiently, it could harm our operations, financial reporting, or financial results and could result in an adverse opinion on our internal controls from our independent registered public accounting firm.

After we are no longer an emerging growth company, or sooner if we choose not to take advantage of certain exemptions set forth in the JOBS Act, we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act. In that regard, we will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge.

Certain U.S. holders of our common shares may suffer adverse U.S. tax consequences if we are characterized as a passive foreign investment company.

Based on our estimated gross income and average value of our gross assets, taking into account the assumed initial public offering price of our shares in this offering and the expected price of our shares following the offering, as well as the nature of our business, we do not expect to be classified as a "passive foreign investment company," or PFIC, for U.S. federal income tax for the current tax year or in tax years in the foreseeable future. A corporation organized outside the United States generally will be classified as a PFIC for U.S. federal income tax purposes in any taxable year in which at least 75% of its gross income is passive income or on average at least 50% of the gross value of its assets is attributable to assets that produce passive income or are held for the production of passive income. Passive income for this purpose generally includes dividends, interest, royalties, rents and gains from commodities and securities transactions. Our status in any taxable year will depend on our assets and activities in each year, and because this is a factual determination made annually after the end of each taxable year, there can be no assurance that we will not be considered a PFIC for the current taxable year or any future taxable year. The market value of our assets may be determined in large part by reference to the market price of our common shares, which is likely to fluctuate after the offering. If we were to be treated as a PFIC for any taxable year during which a U.S. holder held our common shares, however, certain adverse U.S. federal income tax consequences could apply to the U.S. holder. See "Material United States and Bermuda Income Tax Consequences—U.S. Federal Income Tax Consequences—Passive Foreign Investment Company Considerations."

After this offering, our executive officers, directors and principal shareholders will maintain the ability to control all matters submitted to shareholders for approval.

Upon the closing of this offering, our executive officers, directors and shareholders who owned more than 5% of our outstanding common shares before this offering, which we refer to as our principal shareholders, will, in the aggregate, beneficially own shares representing approximately % of our common shares (% if the underwriters exercise in full their option to purchase additional shares). As a result, if some or all of these shareholders were to choose to act together, they would be able to control all matters submitted to our shareholders for approval, as well as our management and affairs. For example, these persons, if they choose to act together, would control the election of directors and approval of any merger, amalgamation, consolidation or sale of all or substantially all of our assets. This concentration of voting power could delay or prevent an acquisition of our company on terms that other shareholders may desire.

Our largest shareholder, The Resource Group International Limited, and its major shareholder, TRG Pakistan Limited, will continue to have substantial control over us after this offering and could limit your ability to influence the outcome of key transactions, including any change of control.

Upon the closing of this offering, our largest shareholder, TRGI, will beneficially own, in the aggregate, approximately % of our outstanding common shares (% if the underwriters exercise in full their option to purchase additional shares). As of March 31, 2020, TRG Pakistan Limited ("TRGP"), a publicly traded Pakistan corporation listed on the Pakistan Stock Exchange, beneficially owned 46.33% of TRGI's outstanding voting securities 45.71%, if all outstanding non-voting common shares are converted into voting common shares). The members of the boards of directors of TRGP and TRGI have substantial overlap. Peter Riepenhausen serves as the chairman and director of both TRGP and TRGI. Zia Chishti serves as a director of both TRGP and TRGI and is also TRGP's largest shareholder and a significant shareholder in TRGI. In addition, Mohammed Khaishgi serves on the boards of directors of TRGP, TRGI and TRGI's portfolio management company, TRG Holdings LLC (See "Management" and "Principal and Selling Shareholder").

Additionally, pursuant to a stockholder's agreement, dated September 15, 2017, between TRGI and us (the "TRGI Stockholder's Agreement"), we will not take or commit to take, or cause or permit any of our subsidiaries to take, certain enumerated actions without TRGI's consent, to be withheld or given in TRGI's sole discretion. The TRGI Stockholder's Agreement will remain in effect until the date that TRGI ceases to hold 10% or more of all shares issued by us, as measured on an as-converted basis. As a result, we expect that TRGP and TRGI will be able to exert significant influence over our business. TRGP and TRGI may have interests that differ from your interests and may cause TRGI's shares in our company to be voted in a way with which you disagree and that may be adverse to your interests. The concentration of ownership of our share capital may have the effect of delaying, preventing or deterring a change of control of our company and its subsidiaries, as well as certain M&A activity and securities offerings, and could deprive our shareholders of an opportunity to receive a premium for their common shares as part of a sale of our company and may adversely affect the market price of our common shares. In addition, because of TRGI's majority ownership of our company, even if we no longer qualify as a foreign private issuer, we may be able to take advantage of many of the same exemptions from the Nasdaq corporate governance rules for as long as we continue to qualify as a "controlled company" within the meaning of the Nasdaq corporate governance standards. See "As a foreign private issuer, we are not subject to certain Nasdaq corporate governance rules applicable to U.S. listed companies." Our bye-laws provide that any shareholder holding 50% or more of the nominal value of our voting shares will have the right to appoint five directors to our board of directors. If there is no such 50% holder, then any shareholder holding 25% or more of the nominal value of our voting shares (first in time as compared to any other 25% shareholder) will have the right to appoint five directors to our board of directors. See "Description of Share Capital—Election and Removal of Directors."

Our management will have broad discretion over the use of the proceeds we receive in this offering and might not apply the proceeds in ways that increase the value of your investment.

Our management will have broad discretion to use the net proceeds from this offering and you will be relying on the judgment of our management regarding the application of these proceeds. Our management might not apply the net proceeds in ways that increase the value of your investment. We plan to invest the net proceeds from this offering until they are used, and the investments we make may not yield a favorable rate of return. If we do not invest or apply the net proceeds from this offering in ways that enhance shareholder value, we may fail to achieve expected financial results, which could cause our share price to decline. See "Use of Proceeds."

A significant portion of our total outstanding shares are restricted from immediate resale but may be sold into the market in the near future. This could cause the market price of our common shares to drop significantly, even if our business is doing well.

Sales of a substantial number of our common shares in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common shares. After this offering, we will have outstanding common shares of based on the

number of shares outstanding as of March 31, 2020. Of these common shares, shares to be sold in this offering, plus any shares sold upon exercise of the underwriters' over-allotment option, will be freely tradable, without restriction, in the public market immediately following this offering. All remaining shares are currently restricted as a result of securities laws or lock-up arrangements but will be able to be sold after the offering as described in the "Shares Eligible for Future Sale" section of this prospectus. Moreover, after this offering, certain of our security holders will have rights, subject to some conditions, to require us to file registration statements covering the common shares that it will hold immediately after this offering or to include their shares in registration statements that we may file for ourselves or other shareholders. We also intend to register all of our common shares that we may issue under our equity compensation plans. Once we register these shares, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates and the lock-up arrangements described in the "Underwriting" section of this prospectus.

Anti-takeover provisions in our bye-laws could make an acquisition of us, which may be beneficial to our shareholders, more difficult and may prevent attempts by our shareholders to replace or remove our current management.

Provisions in our bye-laws that will become effective upon the closing of this offering may delay or prevent an acquisition of us or a change in our management. In addition, by making it more difficult for shareholders to replace members of our board of directors, these provisions also may frustrate or prevent any attempts by our shareholders to replace or remove our current management because our board of directors is responsible for appointing the members of our management team. These provisions include:

- the ability of our board of directors to determine the rights, preferences and privileges of our preferred shares and to issue the preferred shares without shareholder approval; and
- the ability of major shareholders (i.e., shareholders holding 50% or more; in the absence of such a holder, 25% or more) to appoint directors to the Board.

These provisions could make it more difficult for a third party to acquire us, even if the third party's offer may be considered beneficial by many shareholders. As a result, shareholders may be limited in their ability to obtain a premium for their shares.

We have the ability to issue preferred shares without shareholder approval.

Our common shares may be subordinate to classes of preferred shares issued in the future in the payment of dividends and other distributions made with respect to the common shares, including distributions upon liquidation or dissolution. Our board of directors is authorized to issue preferred shares without first obtaining shareholder approval. If we issue preferred shares, it will create additional securities that may have dividend or liquidation preferences senior to the common shares. If we issue convertible preferred shares, a subsequent conversion may dilute the current common shareholders' interest.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact included in this prospectus are forward-looking statements. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “will,” “should,” “can have,” “likely” and other words, the negative forms of such words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. These statements relate to events that involve known and unknown risks, uncertainties and other factors, including those listed under “Risk factors,” which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- The developments relating to COVID-19, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States, local governmental authorities in our international sites and our clients in response to the pandemic and the effect on our operations, operating budgets, cash flows and liquidity.
- The effect on our business, financial conditions, results of operations and cash flows in connection with the Frontier restructuring and the proceedings under Chapter 11 of the United States Bankruptcy Code.
- Our ability to attract new business and retain key clients.
- Our ability to enter into multi-year contracts with our clients at appropriate rates.
- The potential for our clients or potential clients to consolidate.
- Our clients deciding to enter into or further expand their insourcing activities.
- Our ability to operate as an integrated company under the IBEX brand.
- Our ability to manage portions of our business that have long sales cycles and long implementation cycles that require significant resources and working capital.
- Our ability to manage our international operations, particularly in Pakistan and the Philippines and increasingly in Jamaica and Nicaragua.
- Our ability to comply with applicable laws and regulations, including those regarding privacy, data protection and information security.
- Our ability to manage the inelasticity of our labor costs relative to short-term movements in client demand.
- Our ability to realize the anticipated strategic and financial benefits of our relationship with Amazon.
- Our ability to recruit, engage, motivate, manage and retain our global workforce.
- Our ability to anticipate, develop and implement information technology solutions that keep pace with evolving industry standards and changing client demands.
- Our ability to maintain and enhance our reputation and brand.

We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from our expectations, or cautionary statements, are disclosed under “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this prospectus. All written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements as well as other cautionary statements that are made from time to time in our other SEC filings and public communications. You should evaluate all forward-looking statements made in this prospectus in the context of these risks and uncertainties.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements included in this prospectus are made only as of the date hereof. We undertake no obligation to update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

MARKET AND INDUSTRY DATA

Market data and certain industry forecast data used in this prospectus were obtained from market research, publicly available information and industry publications and organizations, including, among others, International Data Corporation, Gartner, Inc., eMarketer and Markets and Markets Research Pvt. Ltd., as well as other information based on our internal sources. These third party sources generally indicate that they have obtained their information from sources believed to be reliable but do not guarantee the accuracy and completeness of their information. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to these estimates, as there is no assurance that any of them will be reached. Based on our industry experience, we believe that the third party sources are reliable and that the conclusions contained in the publications are reasonable. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled “Risk Factors.” These and other factors could cause our actual results to differ materially from those expressed in the estimates made by the third party sources and by us.

The Gartner Reports described herein (the “Gartner Reports”) represent research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. (“Gartner”), and are not representations of fact. Each Gartner Report speaks as of its original publication date (and not as of the date of this prospectus) and the opinions expressed in the Gartner Report are subject to change without notice. The report from IDC described herein is *Worldwide and U.S. Business Process Outsourcing Services Forecast, 2019-20123*, IDC #US43778119, dated April 2019.

NON-GAAP FINANCIAL MEASURES

This prospectus contains financial measures and ratios, including Adjusted EBITDA from continuing operations (both consolidated and by segment), Adjusted EBITDA from continuing operations margin, financial results excluding IFRS 15 & 16, and Net Debt that are not required by, or presented in accordance with IFRS as issued by the IASB. We refer to these measures as "non-GAAP financial measures." For a definition of how these financial measures and ratios are calculated, see the sections entitled "Summary Consolidated Historical Financial Information" and "Selected Consolidated Historical Financial Information" elsewhere in this prospectus.

We present non-GAAP financial measures because we believe that they and other similar measures are widely used by certain investors, securities analysts and other interested parties as supplemental measures of performance and liquidity. We also use these measures internally to establish forecasts, budgets and operational goals to manage and monitor our business, as well as evaluate our underlying historical performance, as we believe that these non-GAAP financial measures depict the true performance of the business by encompassing only relevant and controllable events, enabling us to evaluate and plan more effectively for the future. The non-GAAP financial measures may not be comparable to other similarly titled measures of other companies and have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS as issued by the IASB. Non-GAAP financial measures and ratios are not measurements of our performance, financial condition or liquidity under IFRS as issued by the IASB and should not be considered as alternatives to operating profit or net (loss) / income or as alternatives to cash flow from operating, investing or financing activities for the period, or any other performance measures, derived in accordance with IFRS as issued by the IASB or any other generally accepted accounting principles.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of $, based upon an assumed initial public offering price of $ per common share (the midpoint of the price range set forth on the cover page of this prospectus), after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

A $ increase (decrease) in the assumed initial public offering price of $ per common share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the net proceeds to us from this offering by approximately $, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of one million shares in the number of common shares offered by us would increase (decrease) the net proceeds to us from this offering by approximately $, assuming the assumed initial public offering price remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We do not expect that a change in the initial price to the public or the number of shares by these amounts would have a material effect on uses of the proceeds from this offering, although it may accelerate the time at which we will need to seek additional capital.

The principal purposes of this offering are to increase our capitalization and financial flexibility, enhance our visibility in the marketplace, create a public market for our common shares and fund growth initiatives. We intend to use between $ million and $ million of the net proceeds that we receive from this offering for: (i) $ million to $ million in capital expenditures to build out additional facilities to accommodate growth from new and existing clients, as well as expand our existing facilities to accommodate social distancing requirements related to the current COVID-19 situation; (ii) $ million to $ million to invest in upgraded support systems that improve our internal employee management as well as real time financial reporting; and (iii) $ million to $ million representing an increase in our investments in our research and development effort, and in particular our development and deployment of artificial intelligence tools. We will also consider using part of the net proceeds from this offering for repayment of some of our financial indebtedness that carries a higher interest rate. As of March 31, 2020, we had total financial indebtedness of $44.7 million, excluding the impact of IFRS 16, with interest rates ranging from 0.25% to 11% and maturity dates ranging from 2020 to 2024. We may also use part of the net proceeds from this offering for working capital as well as future strategic acquisitions of, or investments in, other businesses or technologies that we believe will complement our current business and expansion strategies (although we have no binding obligations to enter into any such acquisitions or investments) and other general corporate purposes. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Financing Arrangements.”

We will not receive any proceeds from the sale of common shares by the selling shareholder.

The amount, and timing of our expenditures for these purposes may vary significantly and will depend on a number of factors, including our future revenues and cash generated by operations and the other factors described in the section of this prospectus captioned “Risk Factors.” Accordingly, our management will have broad discretion in applying the net proceeds of this offering. Pending these uses, we intend to invest the net proceeds of this offering in high-quality, investment-grade instruments.

DIVIDEND POLICY

We have never declared or paid any dividends on our common shares, other than a dividend declared by one of our subsidiaries during the fiscal year ended June 30, 2017, the remaining $1.6 million of which was paid during the fiscal year ended June 30, 2019. We currently do not plan to declare dividends on our common shares in the foreseeable future. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. The payment of dividends, if any, would be at the discretion of our board of directors and would depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in our current and future debt agreements and other factors that our board of directors may deem relevant.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of March 31, 2020:

- on an actual basis;
- on a pro forma as adjusted basis to give effect to (i) our issuance and sale of our common shares in this offering at an assumed initial offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and (ii) the receipt of $ of the net proceeds therefrom, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

This table should be read with our audited consolidated financial statements and the related notes, and the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” that is included elsewhere in this prospectus.

	As of March 31, 2020	
	Actual	Proforma as Adjusted[1]
	(unaudited) ($ in thousands)	
Cash and cash equivalents	$ 15,471	
Current loans and financing:		
Lease liabilities	12,689	
Borrowings	32,457	
Total current loans and financing	45,146	
Non-current loans and financing:		
Lease liabilities	66,851	
Borrowings	4,865	
Total non-current loans and financing	71,716	
Total loans and financing	116,862	
Total equity	20,124	
Total capitalization	$136,986	

(1) Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share, which is the midpoint of the estimated price range set forth on the cover of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, total equity and total capitalization by approximately $ million, assuming that the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase or decrease of 1.0 million shares we are offering at the assumed initial public offering price of $ per share, which is the midpoint of the estimated price range set forth on the cover of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, total equity and total capitalization by approximately $ million.

The foregoing table and calculations are based on the automatic conversion, upon the completion of this offering, of one Series A preferred share, 11,083,691.3814 Series B preferred shares, 111,986.4786 Series C preferred shares and 1,137,768 Class B common shares into an aggregate of common shares, and excludes:

- 714,020 common shares issuable in respect of Class B common shares that have been issued under the 2018 Restricted Share Plan and remain subject to vesting conditions;
- 707,535 common shares available for future issuance as of March 31, 2020 under the 2018 Restricted Share Plan (all of which were transferred to the 2020 LTIP, which was approved and adopted on May 20, 2020, and included in a total of 1,287,326.13 common shares issuable thereunder as of May 20, 2020); and
- up to 1,443,740.49 common shares issuable upon exercise of the Amazon Warrant.

DILUTION

If you invest in our common shares, your ownership interest will be diluted to the extent of the difference between the initial public offering price per share and the pro forma as adjusted net tangible book value per share after this offering.

Our historical net tangible book value as of March 31, 2020 was $4.9 million, or $4.3 per common share. Historical net tangible book value represents the amount of our total tangible assets less our total liabilities. Historical net tangible book value per share represents our historical net tangible book value divided by 1,137,768 common shares outstanding as of March 31, 2020.

Our pro forma net tangible book value as of March 31, 2020 was $4.9 million, or $4.1 per common share. Pro forma net tangible book value represents the amount of our total tangible assets less our total liabilities, after giving effect to the automatic conversion, upon the completion of this offering, of one Series A preferred share, 11,083,691.3814 Series B preferred shares, 111,986.4786 Series C preferred shares and 1,137,768 Class B common shares into an aggregate of common shares. Pro forma net tangible book value per share represents pro forma net tangible book value divided by the total number of shares outstanding as of March 31, 2020, after giving effect to the automatic conversion, upon the completion of this offering, of one Series A preferred share, 11,083,691.3814 Series B preferred shares, 111,986.4786 Series C preferred shares and 1,137,768 Class B common shares into an aggregate of common shares.

After giving effect to the sale by us of common shares in this offering at an assumed initial public offering price of $ per common share, which is the midpoint of the estimated price range on the cover of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of March 31, 2020, would have been $, or $ per common share. This amount represents an immediate increase in pro forma net tangible book value of $ per common share to our existing shareholders and an immediate dilution in net tangible book value of $ per common share to new investors purchasing common shares in this offering at the assumed initial public offering price. We determine dilution by subtracting the pro forma as adjusted net tangible book value per common share after this offering from the amount of cash that a new investor paid for a common share.

The following table illustrates this dilution to new investors on a per share basis:

Assumed initial public offering price per common share	$	
Historical net tangible book value per common share as of March 31, 2020	$	4.3
Increase in net tangible book value per share as of March 31, 2020 attributable to the conversion of Series A preferred share, Series B preferred shares, Series C preferred shares and Class B common shares	$	
Pro forma net tangible book value per common share as of March 31, 2020 before giving effect to this offering	$	
Increase in pro forma net tangible book value per common share attributable to new investors in this offering	$	
Pro forma as adjusted net tangible book value per common share as of March 31, 2020 after giving effect to this offering	$	
Dilution per share to new investors in this offering	$	

A $1.00 increase or decrease in the assumed initial public offering price of $ per common share, which is the midpoint of the estimated price range on the cover of this prospectus, would increase or decrease the pro forma as adjusted net tangible book value by $ million, the pro forma as adjusted net tangible book value per share by $ per common share, and dilution per share to new investors purchasing shares in this offering by $ per common share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus,

remains the same, and after deducting underwriting discounts and commissions and estimated expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase of one million shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase the pro forma as adjusted net tangible book value per share after this offering by $ and decrease the dilution per share to new investors participating in this offering by $, assuming no change in the assumed initial public offering price and after deducting underwriting discounts and commissions and estimated expenses payable by us. A decrease of one million shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would decrease the pro forma as adjusted net tangible book value per share after this offering by $ and increase the dilution per share to new investors participating in this offering by $, assuming no change in the assumed initial public offering price and after deducting underwriting discounts and commissions and estimated expenses payable by us. The pro forma as adjusted information discussed above is illustrative only and will adjust based on the actual initial public offering price and other terms of this offering determined at pricing.

If any shares are issued upon exercise of the Amazon Warrant, or if additional options or other equity awards are granted and exercised or become vested, or if other issuances of common shares are made, you will experience further dilution.

The table below summarizes as of March 31, 2020, on the pro forma as adjusted basis described above, the number of our common shares, the total consideration and the average price per share (a) paid to us by existing shareholders and (b) to be paid by new investors purchasing our common shares in this offering at an assumed initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, before deducting underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		
	Number	Percent	Amount (in millions)	Percent	Average Price Per Share
Existing shareholders					
New investors in this offering					
Total					

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by % and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by %, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same. An increase or decrease of shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by $ and, in the case of an increase, would increase the percentage of total consideration paid by new investors by % and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by %, assuming no change in the assumed initial public offering price.

The table above assumes no exercise of the underwriters' option to purchase additional shares in this offering. If the underwriters exercise their option to purchase additional common shares in full, the number of common shares beneficially owned by existing shareholders would decrease to approximately % of the total number of common shares outstanding after this offering, and the number of shares held by new investors will be increased % of the total number of common shares outstanding after this offering.

The foregoing tables and calculations are based on the automatic conversion, upon the completion of this offering, of one Series A preferred share, 11,083,691.3814 Series B preferred shares, 111,986.4786 Series C preferred shares and 1,137,768 Class B common shares into an aggregate of common shares, and excludes:

- 714,020 common shares issuable in respect of Class B common shares that have been issued under the 2018 Restricted Share Plan and remain subject to vesting conditions;
- 707,535 common shares available for future issuance as of March 31, 2020 under the 2018 Restricted Share Plan (all of which were transferred to the 2020 LTIP, which was approved; and adopted on May 20, 2020, and included in a total of 1,287,326.13 common shares issuable thereunder as of May 20, 2020); and
- up to 1,443,740.49 common shares issuable upon exercise of the Amazon Warrant.

SELECTED CONSOLIDATED HISTORICAL FINANCIAL INFORMATION

The following selected consolidated historical financial and other data of IBEX Limited should be read in conjunction with, and are qualified by reference to, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our audited consolidated financial statements included elsewhere in this prospectus. The selected consolidated historical financial data as of June 30, 2019 and 2018 and for the years then ended are derived from the audited consolidated financial statements of IBEX Limited, included elsewhere in this prospectus and should be read in conjunction with those audited consolidated financial statements. The selected consolidated historical financial data as of March 31, 2020 and for the nine month periods ended March 31, 2020 and 2019 are derived from the unaudited condensed consolidated interim financial statements of IBEX Limited included elsewhere in this prospectus and should be read in conjunction with those unaudited condensed consolidated interim financial statements except the statement of financial position data as of March 31, 2019 which is sourced from the unaudited and unreviewed internal management accounts information. The unaudited condensed consolidated interim financial statements and the statement of financial position data as of March 31, 2019 have been prepared in accordance with IAS 34, Interim Financial Reporting, and, in the opinion of our management, include all normal recurring adjustments necessary for a fair presentation of the information set forth therein. Our historical results are not necessarily indicative of the results that may be expected for any future period.

Our statements of financial position data at June 30, 2019 and our statements of profit or loss and other comprehensive income data for the fiscal year then ended reflect the impact of our adoption, effective July 1, 2018 of IFRS 15 – Revenue from Contracts with Customers and IFRS 16 – Leases. Our statements of financial position data at June 30, 2019 and our statements of profit or loss and other comprehensive income data for the fiscal years ended June 30, 2019 and 2018 reflect our disposition of Etelequote Limited to our parent company, The Resource Group International Limited, on June 26, 2019 and its treatment as a discontinued operation. For additional detail on the impact of the adoption of IFRS 15 and IFRS 16 and the treatment of Etelequote Limited as a discontinued operation and their impact on the comparability of our financial position at June 30, 2019 and 2018 and our results of operations for the years then ended, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations." For more information about our disposition of Etelequote Limited, refer to Note 30.3 to our audited consolidated financial statements included elsewhere in this prospectus.

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	(in thousands, except share and per share amounts)			
Statements of Profit or Loss and Other Comprehensive Income Data:				
Revenue	$ 304,255	$ 280,465	$ 368,380	$ 342,200
Payroll and related costs	(207,246)	(191,494)	(254,592)	(252,925)
Share-based payments	119	(4,039)	(4,087)	(8,386)
Reseller commission and lead expenses	(13,604)	(23,038)	(27,877)	(28,059)
Depreciation and amortization	(18,460)	(15,692)	(20,895)	(12,182)
Other operating expenses	(44,817)	(37,120)	(54,124)	(58,425)
Income/(loss)/income from operations	20,247	9,082	6,805	(17,777)
Finance expenses	(7,190)	(5,458)	(7,709)	(3,093)
Income/(loss) before taxation	13,057	3,624	(904)	(20,870)
Income tax (expense)/benefit	(1,482)	(3,496)	(3,615)	108
Net income/(loss) for the period, continuing operations	11,575	128	(4,519)	(20,762)

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	(in thousands, except share and per share amounts)			
Net income on discontinued operation, net of tax	—	11,085	15,484	4,881
Net income/(loss) for the period	$ 11,575	$ 11,213	$ 10,965	$ (15,881)
Loss per share from continuing operations attributable to the ordinary equity ordinary holders of the parent				
Basic earnings/loss per share	$ —	$ —	$ —	$ —
Diluted earnings/(loss) per share	$ —	$ —	$ (0.36)	$ (1.85)
Loss per share attributable to ordinary equity holders of the parent - diluted[1]				
Basic earnings/loss per share	$ —	$ —	$ —	$ —
Diluted earnings/(loss) per share	$ —	$ —	$ —	$ (1.42)
Weighted average number of shares outstanding – basic	1,137,768	859,556	956,835	—
Weighted average number of shares outstanding – diluted	12,678,194	12,338,691	12,461,182	11,195,649
Statements of Financial Position Data:				
Cash and cash equivalents	15,471	13,437	8,873	13,519
Total assets	196,187	246,631	188,302	157,081
Borrowings current	32,457	41,344	41,835	51,876
Due to related parties	6,106	5,899	6,169	11,546
Borrowings non-current	4,865	41,695	7,184	9,880
Total non-current liabilities	74,749	97,273	68,293	12,894
Total liabilities	176,063	210,250	179,674	(129,128)
Total equity	20,124	36,381	8,628	27,953
Statements of Cash Flows Data:				
Net cash (outflow)/inflow from operating activities	$ 33,653	$ (3,820)	$ 2,202	$ (5,747)
Net cash used in investing activities	$ (4,195)	$ (2,795)	$ (9,084)	$ (5,439)
Net cash inflow/(outflow) from financing activities	$ (22,822)	$ 6,789	$ 2,552	$ 3,187
Other Financial and Operating Data:				
Revenue from Customer Management segment[2]	N/A	N/A	$ 315,483	$ 285,120
Revenue from Customer Acquisition segment	N/A	N/A	$ 52,897	$ 57,080
Adjusted EBITDA from continuing operations (unaudited)[3]	$ 40,622	$ 28,909	$ 36,295	$ 4,296
Adjusted EBITDA from continuing operations margin (unaudited)[4]	13.4%	10.3%	$ 9.9%	1.3%
Adjusted EBITDA from continuing operations excluding IFRS 15 & 16 (unaudited)[6]	N/A	N/A	$ 23,650	$ 4,296
Adjusted EBITDA from continuing operations margin excluding IFRS 15 & 16 (unaudited)[6]	N/A	N/A	6.4%	1.3%
Net Debt (unaudited)[5]	$ 101,391	$ 128,125	$ 109,380	$ 49,437

Net Debt excluding IFRS 16 (unaudited)[6]	$ 29,222	$ 70,822	$ 42,466	$ 49,437
Net Debt, continuing operations, excluding IFRS 16 (unaudited)[6]	$ 29,222	$ 40,951	$ 42,466	$ 38,657

(1) See Note 20 to our audited consolidated financial statements and Note 14 to our unaudited condensed

consolidated interim financial statements included in this prospectus for additional information regarding the calculation of basic and diluted earnings/(loss) per share attributable to equity holders of the parent and weighted average number of shares outstanding - basic and diluted.

(2) Historically, we conducted our business in two reporting segments, Customer Acquisition and Customer Management. Effective July 1, 2019, we began reporting our results on a single segment basis.

(3) We define “EBITDA from continuing operations ” as net (loss)/income less discontinued operation, net of tax before finance costs, finance costs related to right-of-use of leased assets, depreciation and amortization, depreciation of right-of-use of leased assets, and income tax (credit)/expense.

We define “Adjusted EBITDA from continuing operations” as EBITDA from continuing operations before the effect of the following items: litigation and settlement expenses, foreign exchange losses, goodwill impairment, other income, share-based payments and certain non-cash and non-recurring charges that we believe are not reflective of our long-term performance." We use Adjusted EBITDA from continuing operations internally to establish forecasts, budgets and operational goals to manage and monitor our business, as well as evaluate our underlying historical performance. We believe that Adjusted EBITDA from continuing operations is a meaningful indicator of the health of our business as it reflects our ability to generate cash that can be used to fund recurring capital expenditures and growth. We also believe that Adjusted EBITDA from continuing operations is widely used by investors, securities analysts and other interested parties as a supplemental measure of performance and liquidity.

Adjusted EBITDA from continuing operations may not be comparable to other similarly titled measures of other companies and has limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS as issued by the IASB. Some of these limitations are as follows:

- although depreciation and amortization expense is a non-cash charge, the assets being depreciated and amortized may have to be replaced in the future, however, Adjusted EBITDA from continuing operations does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;

- Adjusted EBITDA from continuing operations is not intended to be a measure of free cash flow for management’s discretionary use, as it does not reflect: (i) changes in, or cash requirements for, our working capital needs; (ii) debt service requirements; (iii) tax payments that may represent a reduction in cash available to us; and (iv) other cash costs that may recur in the future; and

- other companies, including companies in our industry, may calculate Adjusted EBITDA from continuing operations or similarly titled measures differently, which reduces its usefulness as a comparative measure.

Because of these and other limitations, you should consider Adjusted EBITDA from continuing operations along with other IFRS-based financial performance measures, including cash flows from operating activities, investing activities and financing activities, net (loss)/income and our other IFRS financial results.

The following table provides a reconciliation of Adjusted EBITDA from continuing operations from net (loss)/income for the periods presented:

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	($ in thousands)			
Reconciliation of Adjusted EBITDA from Continuing Operations from Net (Loss) / Income				
Net (loss)/income for the period	$ 11,575	$ 11,213	$ 10,965	$(15,881)
Net income on discontinued operation, net of tax	—	(11,085)	(15,481)	(4,881)
Net loss, from continuing operations	$ 11,575	$ 128	(4,519)	(20,762)
Finance expenses	7,190	5,458	7,709	3,093
Income tax (benefit)/expense	1,482	3,496	3,615	(108)
Depreciation and amortization	18,460	15,692	20,895	12,182
EBITDA from continuing operations[a]	**$ 38,707**	**$ 24,774**	**$ 27,700**	**$ (5,595)**
Non-recurring expenses[b]	$ 1,397	$ —	$ 4,239	$ 4,112
Foreign exchange losses	523	925	1,274	1,266
Other income[c]	(518)	(464)	(641)	(547)
Fair value adjustment[d]	632	(365)	(364)	(3,326)
Share-based payments[e]	(119)	4,039	4,087	8,386
Adjusted EBITDA from continuing operations	**$40,622**	**$ 28,909**	**$ 36,295**	**$ 4,296**

(a) EBITDA from continuing operations includes the impact of the adoption of IFRS 16 in the nine months ended March 31, 2020 and 2019, and fiscal year ended June 30, 2019 (see Note 25.8 to our audited financial statements included elsewhere in this prospectus).

(b) For the nine months ended March 31, 2020, we incurred non-recurring expenses of $1.4 million related to COVID-19 net expenses (expenses net of customer reimbursements) of $0.7 million, legal settlement of $0.1 million and listing expenses of $0.6 million. The COVID-19 expenses primarily include the additional hoteling and transportation expenses incurred due to the Pandemic.

For the fiscal year ended June 30, 2019, we incurred non–recurring legal expenses (including legal settlements) of $4.2 million related to IBEX Global Solutions Limited and, for the year ended June 30, 2018, we incurred non-recurring legal expenses of $0.3 million related to DGS EDU LLC and $1.3 million related to IBEX Global Solutions Limited, severance expenses of $1.1 million related to IBEX Global Solutions Limited and listing expenses of IBEX Limited of $1.4 million.

(c) For the nine months ended March 31, 2020, other income represented deferred income of $0.5 million and for the nine months ended March 31, 2019, other income represented the proceeds from the sale of DGS EDU LLC of $0.2 million and deferred income of $0.3 million.

For the fiscal year ended June 30, 2019, other income represented the proceeds from the sale of DGS EDU LLC of $0.2 million and deferred income of $0.4 million related to IBEX Global Solutions Limited and, for the year ended June 30, 2018, other income represented proceeds from a legal settlement received by Digital Globe Services, Inc. of $0.2 million and insurance proceeds of $0.3 million received by IBEX Global Solutions Limited.

(d) For the nine months ended March 31, 2020 and 2019, we recorded a revaluation associated with the Amazon Warrant (see Note 20 to our unaudited condensed consolidated interim financial statements included elsewhere in this prospectus).

For the year ended June 30, 2019 and 2018, we recorded a revaluation associated with the Amazon Warrant (see Note 28 to our audited financial statements included elsewhere in this prospectus).

(e) For the nine months ended March 31, 2020, this amount represents share-based payment expenses and, for the nine months ended March 31, 2019, this amount includes the cancellation of the 2017 IBEX Stock Plan ("2017 IBEX Plan") and the phantom stock plans ($3.3 million) partially offset by the elimination of the liability associated with the phantom stock plans ($1.0 million).

For the year ended June 30, 2019, the amount includes the cancellation of the 2017 IBEX Plan and the phantom stock plans ($3.3 million), partially offset by the elimination of the liability associated with the phantom plans ($1.0 million). For the fiscal year ended June 30, 2018, share-based payments were primarily related to share-based payments expense of $8.4 million pertaining to options to purchase an aggregate of 1,633,170 common shares awarded from December 22, 2017 through and including June 30, 2018, net of 145,399 option forfeitures.

(4) We calculate "Adjusted EBITDA from continuing operations margins" as Adjusted EBITDA from continuing operations divided by revenue.

(5) The following table provides a reconciliation of Net Debt, Net Debt excluding IFRS Impact, and Net Debt, continuing operations, excluding IFRS 16 from total debt:

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	($ in thousands)			
Net Debt Reconciliation				
Borrowings – non current	$ 4,865	$ 41,695	$ 7,184	$ 9,880
Lease liabilities – non current[a]	$ 66,851	$ 48,681	58,602	—
Borrowings – current	$ 32,457	$ 41,344	41,835	51,876
Lease liabilities – current[a]	$ 12,689	$ 9,842	10,632	—
Convertible loan note – related party	—	—	—	1,200
Total Debt	**$ 116,862**	**$ 141,562**	**$118,253**	**$ 62,956**
Less: Cash and cash equivalents	$ 15,471	13,437	8,873	13,519
Net Debt	**101,391**	**128,125**	**$109,380**	**$ 49,437**
IFRS 16 Impact[a]	72,169	57,303	66,914	—
Net Debt excluding IFRS 16 Impact[a]	**29,222**	**70,822**	**42,466**	**49,437**
Net Debt in discontinued operations	—	(29,871)	—	(10,780)
Net Debt, continuing operations, excluding IFRS 16	**29,222**	**40,951**	**42,466**	**38,657**

(a) Total Debt includes non-current lease liabilities of $58.6 million and current lease liabilities of $10.6 million ($69.2 million in total) as of June 30, 2019. Net debt, excluding IFRS 16, excludes the impact of lease liabilities of $66.9 million which, in 2018, were treated as operating leases. The remaining balance of $2.3 million relates to items previously accounted for as obligations under finance leases.

(6) For additional detail on the impact of the adoption of IFRS 15 and IFRS 16 and the treatment of Etelequote Limited as a discontinued operation and their impact on the comparability of our financial position at June 30, 2019 and 2018 and our results of operations for the years then ended, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations."

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with "Selected Consolidated Financial Data" and our audited consolidated financial statements and unaudited condensed consolidated interim financial statements and the related notes and other financial information included elsewhere in this prospectus. The audited consolidated financial statements have been prepared in accordance with IFRS as issued by the IASB, which may differ in material respects from generally accepted accounting principles in other jurisdictions, including the United States. The unaudited condensed consolidated interim financial statements have been prepared in accordance with IAS 34, Interim Financial Reporting, as issued by the IASB. This discussion contains forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" and "Forward Looking Statements" sections of this prospectus for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

COVID-19

For details on the effect of COVID-19 on our performance, see "Recent Developments — COVID-19" and "Risk Factors — Risks Related To Our Business — The COVID-19 pandemic has adversely impacted our business and results of operations. The ultimate impact of COVID-19 on our business, financial condition and results of operations will depend on future developments which are highly uncertain and cannot be predicted at this time, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States and local governmental authorities in our international sites and our clients in response to the pandemic."

Overview

IBEX is a leading global customer experience ("CX") company delivering solutions to help the world's preeminent brands more effectively engage with their customers.

The outsourced industry is undergoing a paradigm shift with blue chip companies in traditional industries pivoting toward digitally-enabled marketplaces and increasingly digitally-native consumers. Companies are reacting to this shifting landscape with a relentless focus on CX and customer lifetime value ("LTV"). They are beginning to view their customer contact center providers as essential partners and extensions of their brand rather than cost centers that manage customer interaction. We define this new model and vantage point as "BPO 2.0" and believe that our differentiated suite of services and organizational characteristics uniquely position us to lead in this market, including:

- services that span the full customer lifecycle, ranging from customer acquisition to customer engagement to managing and measuring the customer experience;
- technology tools that enhance ambassador performance and drive unique client insights;
- multiple channels of engagement, ranging from voice to fast-growing digital channels such as chat and email;
- differentiated global delivery centers, where we have been successful in offering clients lower costs while maintaining high levels of quality; and,
- unique, highly engaged culture that is overseen by a highly experienced management team that is flexible and moves at the speed of the client.

This marketplace driven shift to BPO 2.0 has been critical in our success, as we are well positioned on the leading edge which is demonstrated by our above-average revenue growth rates and success with both new economy and traditional blue chip branded clients. Our "New Economy" business, where we work with the faster-growing, new economy brands, has grown at a CAGR of 230% for the last four years. We define New Economy clients as those that are experiencing high degrees of top-line growth which, in turn, drives significant

increases in such companies' volume requirements for customer care BPO solutions. Between fiscal year 2015 and 2019, this category grew from 0.2% to 22.0% of our revenue. We have also been able to win blue chip brands that are looking for providers with a more innovative and outcome-oriented focus on customer engagement. Our work with New Economy clients has resulted in a rapid expansion of our non-voice solutions where we engage our client's customers through means, such as chat and email. Our revenue from non-voice channels has similarly grown at a rapid CAGR of 55% over the last four years.

Through our integrated Customer Lifecycle Experience ("CLX") platform, we provide solutions that span the entire customer lifecycle and range from broad-based integrated offerings to more customized solutions focused on specific client needs. Our top ten clients use an average of more than five services across our CLX platform.

Our CLX Suite of Solutions		
Digital (Digital Marketing) ***"Add customers."***	**Connect (Customer Engagement)** ***"Engage customers."***	**CX (Feedback Analytics)** ***"Grow relationships."***
Digital Marketing	Customer Service	Multi-Channel Digital Surveys
Lead Generation	Billing Support	Real-Time Issue Resolution
Online Sales	Technical Support	Analytics & Business Intelligence
Optimization	Up-Sell/Cross-Sell Retention / Renewals	Text / Sentiment Analytics
Lead Conversion	Win-backs	

During the fiscal year 2019, we managed approximately 138 million interactions with consumers on behalf of our clients through an omni-channel approach, using voice, web, chat and email. While traditional channels (voice) still account for a majority of our revenue, our revenue from non-voice channels (web, chat and email) increased from $33.3 million in the nine months ended March 31, 2019 to $51.4 million in the nine months ended March 31, 2020, and increased from $8.1 million in the fiscal year ended June 30, 2015 to $46.9 million in the fiscal year ended June 30, 2019. Non-voice revenue as a percentage of total revenue increased from 13.6% in the quarter ended March 31, 2019 to 16.8% in the quarter ended March 31, 2020, 11.9% in the nine months ended March 31, 2019 to 16.9% in the nine months ended March 31, 2020, and increased from 2.9% in the fiscal year ended June 30, 2015 to 12.7% in the fiscal year ended June 30, 2019. During the nine months ended March 31, 2020 and 2019, 76.0% and 48.6%, respectively, and during the fiscal years ended June 30, 2019 and 2018, 56.5% and 32.6%, respectively, of our revenue growth was attributable to the expansion of our non-voice business. The growth of our non-voice business has a positive impact on our profitability because our non-voice business has a higher workstation capacity utilization. In addition, ambassador attrition rate has been lower for our non-voice business, which saves us significant costs associated with hiring and training.

Our clients fit primarily within two categories. The first category is made up of mostly Fortune 500 brands, across a broad range of industries that have large customer bases and rely on outsourced providers to maximize customer retention and improve customer expansion. We refer to these clients as "blue chip" companies. Increasingly, clients in this category look to us as a nimble provider offering differentiated services as they face challenges in the wake of digital disruption. We apply our execution expertise and end-to-end CLX technology suite to enable these clients to adapt in a changing environment that requires a different type of customer experience for digital-native consumers. The second category of clients we serve are digitally-driven "disruptors." We refer to these clients as the "New Economy" companies. They tend to be faster-growing brands in high-growth industry verticals, such as (but not limited to) technology, e-commerce and consumer services. Our New Economy business is designed to meet these needs for new economy verticals and high-growth requirements, with a focus on launch, speed-to-performance and scale. While many of these New Economy clients are smaller, fast growing companies, there are several Fortune 500 companies within that group, such as Amazon and one of the leading ride-sharing companies in the United States. The success of our New Economy initiative with high-growth technology, e-commerce and consumer services clients is a key driver in the increase of our revenue from non-voice channels, and, as a result, has a positive effect on our profitability. Between fiscal year 2015 and fiscal year 2019, our revenue attributable to the high-growth New Economy

business vertical increased at a 230% CAGR. In the nine months ended March 31, 2020, we derived $83.5 million, or 27.4%, of our revenue up from $58.0 million, or 20.7%, of our revenue in the nine months ended March 31, 2019 from our New Economy clients. In the quarter ended March 31, 2020, and March 31, 2019 we derived 28.6% and 24.3% of our revenue, respectively, from our New Economy clients. In fiscal year 2019, we derived $81.2 million, or 22.0% of our revenue, up from $45.9 million, or 13.4%, of our revenue in fiscal year 2018 and $0.7 million, or 0.2% of our revenue, in fiscal year 2015 from our New Economy clients. During the nine months ended March 31, 2020 and 2019, 100% and 100%, respectively, of our revenue growth was attributable to the expansion of our New Economy business vertical. During the fiscal years ended June 30, 2019 and 2018, 100% and 90%, respectively, of our revenue growth was attributable to the expansion of our New Economy business vertical. While most other client segments operate under economics typical of the outsourced customer care industry, the success of our New Economy business vertical is a result of differentiating factors such as its growth trajectory, its contribution to profitability and the greater propensity for these clients to leverage digital forms of service delivery.

Our delivery centers are strategically located in labor markets with relatively low levels of resource competition, which enables us to attract, hire and retain a highly engaged, well trained and motivated workforce, resulting in high levels of client satisfaction. In recent years, we have opened all of our new delivery centers in lower-cost markets outside the United States, such as the Philippines, Jamaica and Nicaragua, where we have been successful in offering our clients a lower cost base while maintaining high levels of quality. We believe that a key factor in our success has been our development of a unique ibex brand within these labor markets, where we have an attractive work culture, evidenced by multiple awards. We operate and staff our delivery centers in line with global health standards including appropriate social distancing, and complement these centers with a highly developed work-at-home program. In addition, a large portion of our services have been classified by the local authorities as essential in nature, allowing for the continued operation of those facilities through any lockdowns, and wherever appropriate and permitted by our clients, we have shifted any remaining work to a work-at-home platform.

We believe we have successfully taken share in the market and, as such, have maintained a growth trajectory that is in excess of the broader industry. As an example, of our top 10 clients, four have been onboarded since the beginning of fiscal year 2017. Of those four, we are providing an average of more than four services, which have been delivered across more than two major geographies (e.g., United States, Metro Philippines, Provincial Philippines, Jamaica, Nicaragua, Pakistan, and Senegal). A typical initial client launch involves providing a single solution from a single site and, therefore, we believe that our growth has been the result of excellent service delivery. It is our overall thesis that being awarded multiple services across several geographies serves as a proxy for our trusted client relationships and the value clients recognize in our offerings. We operate in 2.3 geographies on average for our top ten clients. Furthermore, our profitability has increased at a rate significantly higher than our revenue growth. For the nine months ended March 31, 2020, our revenue was $304.3 million, our net income was $11.6 million, our net income, continuing operations, was $11.6 million and our Adjusted EBITDA from continuing operations was $40.6 million. For the nine months ended March 31, 2019, our revenue was $280.5 million, our net income was $11.2 million, our net income, continuing operations, was $0.1 million, and our Adjusted EBITDA from continuing operations was $28.9 million. For the fiscal year ended June 30, 2019, our revenue was $368.4 million, our net income was $11.0 million, our net loss, continuing operations, was $4.5 million and our Adjusted EBITDA from continuing operations was $36.3 million. For the fiscal year ended June 30, 2018, our revenue was $342.2 million, our net loss was $15.9 million, our net loss, continuing operations, was $20.8 million and our Adjusted EBITDA from continuing operations was $4.3 million. See “Reconciliation of Adjusted EBITDA from Continuing Operations from Net (Loss)/Income” on page 16.

Our financial position at June 30, 2019 and our results of operations for the fiscal years ended June 30, 2019 and 2018 reflect our disposition of Etelequote Limited to our parent company, The Resource Group International Limited, on June 26, 2019 and its treatment as a discontinued operation. Our results of operations for the nine months ended March 31, 2020 and 2019, and the fiscal year ended June 30, 2019 reflect the impact of our adoption, effective July 1, 2018, of IFRS 15, *Revenue from Contracts with Customers*, and IFRS 16, *Leases*. IFRS 15 has been implemented using the cumulative effect method, and IFRS 16 using the modified retrospective approach. As a

consequence, comparative amounts for the fiscal year ended June 30, 2018 are not restated to reflect the adoption of IFRS 15 and IFRS 16 but instead continue to reflect our accounting policies under IAS 18, *Revenue*, and IAS 17, *Leases*. For additional detail on the impact of the adoption of IFRS 15 and IFRS 16 and the treatment of Etelequote Limited as a discontinued operation and their impact on the comparability of our financial position at June 30, 2019 and 2018 and our results of operations for the years then ended, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations." For more information about our disposition of Etelequote Limited, refer to Note 30.3 to our audited consolidated financial statements included elsewhere in this prospectus.

Change in Reporting Segments

Historically, we conducted our business in two reporting segments, Customer Acquisition and Customer Management. Our audited consolidated financial statements as of June 30, 2019 and 2018 and for the fiscal years then ended are prepared on the basis of those two reporting segments. On June 26, 2019, we disposed of our health insurance acquisition business, which represented a significant portion of our Customer Acquisition segment, through the transfer of our equity interests in Etelequote Limited to our parent company, The Resource Group International Limited. We also integrated the remaining portion of our Customer Acquisition segment with our Customer Management business. In addition, the nature of our Customer Acquisition operations evolved during the last quarter of the fiscal year ended June 30, 2019 such that a significant portion of those operations bear significant similarity to the business conducted by our legacy Customer Management segment. As a result, effective July 1, 2019, we will report our results on a single segment basis. For financial statement purposes, Etelequote Limited is treated as discontinued operation as of June 30, 2019 and for the fiscal years ended June 30, 2019 and 2018.

Factors Affecting Comparability of Financial Position and Results of Operations

The comparability of our financial position and results of operations as of and for the fiscal years ended June 30, 2019 and 2018 is impacted due to the adoption of IFRS 16, *Leases*, and IFRS 15, *Revenue from Contracts with Customers*, both of which were adopted as of July 1, 2018.

IFRS 16

IFRS 16 replaced the existing standard for leases, IAS 17, and related interpretations. The new standard sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract i.e., the lessee and the lessor. IFRS 16 introduces a single lessee accounting model and requires a lessee to recognize assets and liabilities for all leases with a term of more than 12 months, unless the underlying asset is of low value of $5,000.

In preparing our consolidated financial statements, we early adopted IFRS 16 under the modified retrospective approach. Under this approach, the cumulative effect of initially applying IFRS 16 is recognized as an adjustment to equity at the date of initial application. Comparative amounts for the fiscal year ended June 30, 2018 are not restated to reflect the adoption of IFRS 16 but instead continue to reflect the lessee's accounting policies under IAS 17.

Under IFRS 16, leases are accounted for based on a 'right-of-use model.' The model reflects that, at the commencement date, a lessee has a financial obligation to make lease payments to the lessor for its right to use the underlying asset during the expected lease term. The lessor conveys that right to use the underlying asset at lease commencement, which is the time when it makes the underlying asset available for use by the lessee.

As a result of our adoption of IFRS 16, our statement of financial position as of June 30, 2019 reflected an increase of $64.5 million in property and equipment and an increase of $66.9 million in lease liabilities, and our statement of profit or loss and other comprehensive income for the fiscal year then ended reflected a decrease of $11.7 million in other operating costs, an increase of $10.3 million in depreciation, an increase of $4.0 million in finance charges, and an increase of $2.6 million in net loss, continuing operations. As a result of the foregoing, Adjusted EBITDA from continuing operations increased by $11.7 million.

See Notes 3.2 and 6.2 to our audited consolidated financial statements included elsewhere in this prospectus for information relating to our adoption of IFRS 16, Leases.

IFRS 15

IFRS 15 establishes the principles that an entity applies when reporting information about the nature, amount, timing and uncertainty of revenue and cash flows from a contract with a customer. Applying IFRS 15, an entity recognizes revenue to depict the transfer of promised goods or services to the customer in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

Under IFRS 15, training revenue is recognized on a straight-line basis over the life of the client contract, as it is not considered to have a standalone value to the customer. The related expenses are immediately charged to the income statement as incurred. We applied the cumulative catch-up approach, which retrospectively calculates the cumulative effect of initially applying the standard at the date of initial application. Comparative figures for the year ended June 30, 2018 are not restated to reflect the adoption of IFRS 15.

	FY 19	Excluding		FY 19	
	As Reported	IFRS 15 impact	IFRS 16 impact	Excluding IFRS 15, 16	June 30, 2018
			(unaudited)		
			(US$'000)		
Revenue	368,380	(1,152)	—	369,532	342,200
Profit margin, continuing operations (%)	(1.2)%			(0.8)%	(6.1)%
Adjusted EBITDA from continuing operations margin (%)	9.9%			6.4%	1.3%
Net debt	109,380	—	66,914	42,466	49,437[(a)]

As a result of our adoption of IFRS 15, we increased our accumulated deficit, as of July 1, 2018, by $3.3 million in our statement of financial position, and our statement of profit or loss and other comprehensive income for the fiscal year ended June 30, 2019 reflected a decrease of $0.8 million in net loss, continuing operations.

See Notes 3.9 and 3.9.1 to our audited consolidated financial statements included elsewhere in this prospectus for information relating to our adoption of IFRS 15, Revenue from Contract with Customers.

The following table illustrates the impact of our adoption of IFRS 15 and 16 on our results of operations and net debt:

	FY 19	Excluding		FY 19	
	As Reported	IFRS 15 impact	IFRS 16 impact	Excluding IFRS 15, 16	June 30, 2018
			(unaudited)		
			(US$'000)		
Net (loss)/income for the year	$ 10,965	(5,149)	3,150	8,966	$(15,881)
Net income on discontinued operations, net of tax	$(15,484)	4,305	(563)	(11,742)	(4,881)
Net income / (loss) for the year - continuing operations	(4,519)	(844)	2,587	(2,776)	(20,762)
Finance expense	7,709	—	(4,021)	3,688	3,093
Income tax expense / (benefit)	3,615	(81)	—	3,534	(108)
Depreciation and amortization	20,895	—	(10,286)	10,609	12,182
EBITDA from continuing operations	**27,700**	**(925)**	**(11,720)**	**15,055**	**(5,595)**

	FY 19	Excluding		FY 19	
	As Reported	IFRS 15 impact	IFRS 16 impact	Excluding IFRS 15, 16	June 30, 2018
			(unaudited)		
			(US$'000)		
Non-recurring expenses	4,239	—	—	4,239	4,112
Foreign exchange losses	1,274	—	—	1,274	1,266
Other income	(641)	—	—	(641)	(547)
Fair value adjustment	(364)	—	—	(364)	(3,326)
Share-based payments	4,087	—	—	4,087	8,386
Adjusted EBITDA from continuing operations	**36,295**	**(925)**	**(11,720)**	**23,650**	**4,296**
Adjusted EBITDA from continuing operations margin (%)	9.9%			6.4%	1.3%
Net debt	109,380	—	66,914[b]	42,466	49,437[a]

(a)	June 30, 2018
	(unaudited)
Net Debt excluding IFRS 16	**$ 49,437**
Etelequote Limited - borrowings	(14,677)
Etelequote Limited - related party loan	(1,200)
Etelequote Limited - cash	5,097
Net debt, continuing operations, excluding IFRS 16	**38,657**

(b) Total Debt includes non-current lease liabilities of $58.6 million and current lease liabilities of $10.6 million ($69.2 million in total) as of June 30, 2019. Net debt, excluding IFRS 16, excludes the impact of lease liabilities of $66.9 million which, in 2018, were treated as operating leases. The remaining balance of $2.3 million relates to items previously accounted for as obligations under finance leases.

Discontinued Operations

On June 26, 2019, we transferred our equity interests in Etelequote Limited to our parent company, The Resource Group International Limited, in exchange for TRGI waiving its right to receive $47.9 million of the preference amount related to our Series C preferred shares (the "ETQ Spin-off"). After giving effect to the ETQ Spin-off, such Series C preferred shares are entitled to receive a preference amount of $38.3 million from voluntary or involuntary liquidation, dissolution or winding up of any proceeds after our Series A shareholders receive their entitlement. As a result of the ETQ Spin-off, Etelequote Limited is no longer a part of our ongoing business. For financial statement purposes, Etelequote Limited is treated as a discontinued operation for the fiscal years ended June 30, 2019 and 2018. As of June 30, 2018, our consolidated statement of financial position reflected the following amounts attributable to Etelequote Limited: property and equipment of $0.6 million, borrowings included a related party loan of $15.9 million and accumulated deficit of $7.4 million.

For more information, refer to Note 30.3 to our audited consolidated financial statements included elsewhere in this prospectus.

Key Factors Affecting Our Performance

We believe that the following factors have affected our results of operations for the nine months ended March 31, 2020 and 2019 and the fiscal years ended June 30, 2019 and 2018.

COVID-19

For details on the effect of COVID-19 on our performance, see "Recent Developments — COVID-19" and "Risk Factors — Risks Related To Our Business — The COVID-19 pandemic has adversely impacted our business and

results of operations. The ultimate impact of COVID-19 on our business, financial condition and results of operations will depend on future developments which are highly uncertain and cannot be predicted at this time, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States and local governmental authorities in our international sites and our clients in response to the pandemic.

Client-Related Factors Affecting Revenues

Our revenues are heavily dependent upon our key client relationships. Our top three clients accounted for 45.0% and 51.8% of our revenue for the nine months ending March 31, 2020 and 2019, respectively, and 50.6% and 56.9% of our revenue for the fiscal years ended June 30, 2019 and 2018, respectively. We have actively pursued the diversification of our client base as demonstrated by the decrease in revenues from these top three clients as a percentage of our revenue.

On April 14, 2020, Frontier, our largest client measured by revenue as of March 31, 2020, filed a petition under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, along with certain of its subsidiaries. For further details, see “Recent Developments — Frontier Chapter 11 Petition” and “Risk Factors — Risks Related To Our Business — Frontier Communications Corporation, has filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code.”

A number of factors related to client activity that have impacted our revenues during the years ended June 30, 2019 and June 30, 2018 are discussed below:

New Client Wins

As a result of our growth strategy, we have been successful in winning an increasing number of new client engagements. The revenue impact of these wins is expected to take place on a multi-year basis, given the time frame associated with the hiring and training activity for a new client ramp, as well as client roll-out calendars. During the nine months ended March 31, 2020 and March 31, 2019, we continued to realize the benefits of new client revenues, as well as the impact of increasing revenues from new clients wins in recent prior years. Historically, our in-year new client wins have generated 2.5x to 4.5x revenue over the second and third year of the engagement. In the nine months ended March 31, 2020, we had fifteen (15) new client wins that generated $5.7 million in revenue versus twenty (20) new clients and $8.5 million in revenue in the nine months ended March 31, 2019. The new client wins in the nine months ended March 31, 2019 generated $34.4 million in revenue in the nine months ended March 31, 2020. As the new clients wins in fiscal year 2019 ramp and bill for a full year, we expect the revenues to follow a similar pattern.

Outsourcing Strategy

Large enterprises generally have sophisticated outsourcing strategies that seek to identify the strongest vendors in targeted markets rather than seeking one global provider for all markets. The client selection process typically considers scale, quality of the facilities, and strength of leadership and brand of the provider in the selected market. Clients will usually reward higher-performing vendors with a greater share of their spend on customer interaction solutions. Changes in geographic strategy, where a client is looking to move business from onshore to offshore or nearshore, or balance their workload between nearshore and offshore, often create opportunities for outsourced customer interaction providers. Our geographic growth with clients is a key part of our overall growth.

Provider Performance

Generally, our clients will re-allocate spend and market share in favor of outsourcing providers who consistently perform better and add more value than their competitors. Such re-allocation of spend can either take place on a short term basis as higher performing providers are shielded by the client against demand volatility, or on a longer

term basis as the client shifts more and more of its overall outsourcing spend and volume to higher performing providers. In addition to our growth due to new client wins, our revenues have increased with our existing clients as a result of performance-based market share gains.

Client's Underlying Business Performance

Demand for customer interaction services reflects a client's underlying business performance and priorities. Growth in a client's business often results in increased demand for our customer engagement solutions, which we believe was demonstrated in fiscal years 2019 and 2018 as demand for our customer engagement solutions from some of our new high-growth clients in the technology sector increased. Conversely, a decline in a client's business generally results in a decrease in demand for our customer engagement solutions, coupled with an increase in demand for our customer acquisition and expansion solutions. The correlation between business performance and demand for outsourced customer interaction solutions can therefore be complex, and depends upon several factors such as vendor consolidation, growth investment focus and overall business environment, which can result in short term revenue volatility for providers.

Product Cycles

Many of our clients regularly upgrade their product or service mix, which impacts their demand for CLX service. For example, one of our largest clients has, in recent years, followed a product release cycle which results in demand spikes that can vary in volume depending on product complexity and customer demand.

Pricing

Our revenues are dependent upon both volumes and unit pricing for our various CLX services. Client pricing is often expressed in terms of a base price as well as, in limited cases, with bonuses and occasionally penalties depending upon our achievement of certain client objectives. While base pricing during fiscal years 2019 and 2018 was largely stable, we did experience periodic fluctuations based upon achievement of bonuses or incurrence of penalties.

Within our customer engagement solution, pricing for services delivered from onshore locations is higher than pricing for services delivered from offshore locations. This difference in pricing is due to the higher wage levels in onshore locations. Accordingly, a shift in service delivery location from onshore to offshore locations results in a decline in absolute revenues; however, margins tend to increase, in percentage and often in absolute terms, as compared to onshore service delivery.

Factors Affecting our Operating Profit Margins

A number of factors have affected our operating profit margins during the nine months ended March 31, 2020 and 2019 and the fiscal years ended June 30, 2019 and 2018, as follows:

Capacity Utilization

As a significant portion of our customer interaction services are performed by customer-facing ambassadors located in delivery facilities, our margins are impacted by the level of capacity utilization in those facilities. We incur substantial fixed expenses in operating such facilities, such as rent expenses and site management overhead expenses. The greater the volume of interactions handled, the higher the utilization level of workstations within those facilities and the revenues generated to cover those fixed costs, thus the greater the percentage operating margin.

As our geographic delivery location mix has continued to shift toward offshore and nearshore locations, we have invested in additional facilities in Jamaica, Nicaragua and the Philippines, with that additional capacity being gradually absorbed during fiscal years 2019 and 2018. As a result, while we experienced margin pressure in fiscal year 2018 due to the temporary effect of the lower capacity utilization in our newer offshore and near-shore facilities, our results in the nine months ended March 31, 2020 and fiscal year 2019 reflected the positive margin impact of the increase in capacity utilization of those facilities.

Labor Costs

When compensation levels of our employees increase, we may not be able to pass on all or a portion of such increased costs to our clients or do so on a timely basis, which tends to depress our operating profit margins if we cannot generate sufficient offsetting productivity gains. For example, during the current economic up-cycle in the United States, competition for contact center ambassadors has been increasing from other sectors of the economy and has resulted in upwards wage pressure. Towards the end of fiscal year 2017, we increased base compensation for our ambassadors in many of our U.S.-based facilities, which resulted in pressure on operating margins from our activities requiring U.S. service delivery. In fiscal year 2019 and during the second half of fiscal year 2018, we offset these wage increases with higher ambassador quality and increased productivity, leading to financial improvements. Furthermore, our overall labor cost as a percentage of revenue has decreased due to the aforementioned shift in mix of delivery location from onshore delivery centers to nearshore and offshore centers. As a percentage of revenue, our payroll and related costs decreased to 68.1% to 68.3% for the nine months ended March 31, 2020 and 2019, respectively, and 69.1% from 73.9% for the fiscal years ended June 30, 2019 and 2018, respectively.

Attrition Among Customer Facing Ambassadors

The delivery center industry is generally characterized by high employee turnover. Such turnover has a significant impact upon profitability as recruiting and training expenses are incurred to replace departing ambassadors. The improving economy in the United States has increased our U.S. ambassador turnover, as ambassadors are able to access other opportunities. Conversely, our Customer Acquisition solution and our international offshore and nearshore operations have historically experienced low levels of turnover. Other considerations such as company culture, work conditions and general employee morale are key factors that impact employee turnover.

Delivery Location

We generate significantly greater profit margins from our work carried out by ambassadors located in offshore and nearshore geographies compared to our work carried out from locations in the United States. As a result, our operating margins are significantly influenced by the proportion of our work delivered from these higher margin locations. Over time we have expanded and further diversified our delivery network by adding facilities in these locations offering a significant relative cost advantage. At end of fiscal year 2015, approximately 45% of delivery as a percentage of total workstations was located onshore with only 36% was offshore and the remaining 18% in Rest of World (“RoW”) centers. By workstation count, this consisted of a total of 8,560 workstations, split between 3,889 onshore, 3,120 offshore, and 1,551 in RoW centers. By 2018, we had more than 2,300 workstations in nearshore locations, including Jamaica and Nicaragua, and reduced the percentage onshore to less than 30%. Our percentage of workstations in nearshore and offshore centers increased to 64.1% from 55.3% as of March 31, 2020 and 2019, respectively, and to 56.9% from 51.4% as of June 30, 2019 and 2018, respectively.

Inelasticity of Labor Costs Relative to Short-Term Variations in Client Demand

As our business depends on maintaining large numbers of ambassadors to service our clients’ business needs, we tend not to terminate ambassadors on short notice in response to temporary declines in demand in excess of agreed levels, as rehiring and retraining ambassadors at a later date would force us to incur additional expenses. Furthermore, any termination of our employees also generally involves the incurrence of significant additional costs in the form of severance payments or early notice periods to comply with labor regulations in the various jurisdictions in which we operate our business, all of which would have an adverse impact on our operating profit margins. Similarly, we do tend to delay increases in overall headcount upon increases in short-term demand, preferring to increase ambassador utilization and compensating ambassadors for the increased workload. Accordingly, these factors constrain our ability to adjust our labor costs for short-term declines in demand, but also allow us to realize significant margin accretion upon short term increases in demand that can be handled by our existing workforce. These factors are especially relevant in situations where we are paid by clients based upon actual work performed, rather than upon the number of ambassadors made available to perform client work.

Increases in Expenses Related to Sourcing or Generating Leads

A key element of our customer acquisition solution is the generation or purchase of leads or projects. We either generate our leads ourselves, often through digital means, or purchase our leads from external sources. Any increase in the cost of sourcing or generating leads or changes in the rate of conversion of those leads could impact our profit margins. We occasionally experience some volatility in our internal lead generation costs, either due to competitive keyword bidding by other digital marketing agencies, or due to bidding restrictions imposed by our clients.

Increased Up-Front Costs Driven by Increased Demand

Aside from short-term increases in demand for which we tend to delay increases in headcount, an increase in demand for customer interaction services typically results in an up-front increase in employee compensation expenses, due to the in-advance need to hire and train additional employees, predominantly delivery center ambassadors, to service client campaigns. As these expenses for hiring and training our employees are typically incurred in a period before the revenues associated with the increase in demand are recognized, it has the effect of causing an initial decrease in our operating profit margins prior to the full impact of the profitability from the additional demand.

Net Effect of Currency Exchange Rate Fluctuations

While substantially all of our revenues are generated in U.S. dollars, a significant portion of our operating expenses are incurred outside of the United States and paid for in respective foreign currencies, principally the local currencies of the Philippines, Jamaica, Pakistan and Nicaragua. During the nine months ended March 31, 2020 and March 31, 2019, out of our total employee benefits expenses, 25.5% and 19.4%, respectively, were incurred in the Philippines (in Philippine Pesos), 13.04% and 9.50%, respectively, were incurred in the Jamaica (in Jamaican Dollar), and 7.1% and 7.2%, respectively, were incurred in Pakistan (in Pakistani Rupees). During the fiscal years ended June 30, 2019 and June 30, 2018, out of our total employee benefits expenses, 20.3% and 18.1%, respectively, were incurred in the Philippines (in Philippine Pesos), 10.04% and 6.69%, respectively, were incurred in the Jamaica (in Jamaican Dollar) and 7.0% and 7.6%, respectively, were incurred in Pakistan (in Pakistani Rupees). As a result, our operations are subject to the effects of changes in exchange rates against the U.S. dollar. During the nine months ended March 31, 2020, the Philippine Peso strengthened against the U.S. dollar by 0.8% from 51.4 Philippine Pesos per U.S. dollar in June 2019 to 51.0 Philippine pesos per U.S. dollar in March 2020, the Jamaican Dollar weakened against the U.S. dollar by 1.1% from 132.2 Jamaican Dollar per U.S. dollar in June 2019 to 133.7 Jamaican Dollar per U.S. dollar in March 2020 and the Pakistani Rupee weakened against the U.S. dollar by 4.2% from 160.0 Pakistani Rupees per U.S. dollar in June 2019 to 166.7 Pakistani Rupees per U.S. dollar in March 2020. The strengthening of the Philippine Peso has resulted in an increase in our operating expenses, whereas the weakening of the Jamaican Dollar and Pakistani Rupees had a positive impact on our operating costs, for the nine months ended March 31, 2020. During the fiscal year ended June 30, 2019, the Philippine Peso strengthened against the U.S. dollar by 4.0% from 53.5 Philippine Pesos per U.S. dollar in June 2018 to 51.3 Philippine pesos per U.S. dollar in June 2019, whereas the Jamaican Dollar weakened against the U.S. dollar by 1.5% from 130.2 Jamaican Dollar per U.S. dollar in June 2018 to 132.2 Jamaican Dollar per U.S. dollar in June 2019 and Pakistani Rupee weakened against the U.S. dollar by 31.7% from 121.5 Pakistani Rupees per U.S. dollar in June 2018 to 160.0 Pakistani Rupees per U.S. dollar in June 2019. The strengthening of the Philippine Peso has resulted in an increase in our operating expenses, whereas the weakening of the Pakistani Rupees had a positive impact on our operating costs for the year ended June 30, 2019. See “— Qualitative and Quantitative Disclosures about Market Risk — Foreign Currency Exchange Risk.”

Seasonality

Our business performance is subject to seasonal fluctuations. Within our customer engagement solution, some of our retail-facing clients undergo an increase in activity during the year-end holiday period. These seasonal effects cause differences in revenues and expenses among the various quarters of any financial year, which means that the

individual quarters should not be directly compared with each other or be used to predict annual financial results. This intra-year seasonal fluctuation in demand is in accord with historic experience in the BPO industry, with increased volumes during the fourth calendar quarter of the year.

Within our customer acquisition solution, our revenues may increase during the summer period when households tend to move and activate telecommunications services in their new homes, as well as during the final quarter of the calendar year when the year-end holiday season begins.

Key Operational Metrics

We regularly prepare and review the following key operating indicators to evaluate our business, measure our performance, identify trends in our business, prepare financial projections, allocate resources and make strategic decisions:

Workstations

The number of workstations at all of our delivery centers is a key volume metric for our business. It is defined as the number of physical workstations at a delivery center location used for production (excluding, for example, workstations in training rooms or those used by supervisors). A single workstation will typically be used for multiple shifts, and therefore there will typically be more delivery center ambassadors than utilized workstations. From fiscal year ended June 30, 2015 through June 30, 2019, our number of workstations in offshore and nearshore locations increased at a CAGR of 24%.

Capacity Utilization

Capacity Utilization is an efficiency metric used within our business. We define Capacity Utilization as the number of workstations in use divided by the number of workstations, for the period under consideration, across all facilities in the region. During the nine months ended March 31, 2020 and 2019, the number of our offshore seats increased by 2,195, or 55.0%, the number of our nearshore seats increased by 847, or 29.0%, and the number of our onshore seats remained unchanged, compared to the prior period. Capacity Utilization decreased to 72% from 81% during the same period.

	Nine Months Ended March 31, 2020			Nine Months Ended March 31, 2019		
	Total Production Workstations	In Use	Utilization %	Total Production Workstations	In Use	Utilization %
Offshore	6,170	4,145	67%	3,975	3,379	85%
Nearshore	3,743	2,875	77%	2,896	2,462	85%
Onshore	3,129	2,224	71%	3,129	2,190	70%
Rest of World(1)	2,430	1,913	79%	2,430	2,066	85%
Total	15,472	11,158	72%	12,430	10,096	81%

(1) Rest of world includes workstations in Pakistan, Senegal and the United Kingdom.

During the fiscal year ended June 30, 2019, the number of our offshore seats increased by 465, or 12%, the number of our nearshore seats increased by 560, or 24%, and the number of our onshore seats decreased by 418, or 12%, compared to the prior period. Capacity Utilization increased to 84% from 73% during the same period.

	Fiscal Year Ended June 30, 2019			Fiscal Year Ended June 30, 2018		
	Total Production Workstations	In Use	Utilization %	Total Production Workstations	In Use	Utilization %
Offshore	4,440	3,890	88%	3,975	2,975	75%
Nearshore	2,900	2,600	90%	2,340	1,890	81%
Onshore	3,129	2,179	66%	3,547	2,147	61%
Rest of World(1)	2,430	2,180	90%	2,430	1,980	81%
Total	12,899	10,849	84%	12,292	8,992	73%

(1) Rest of world includes workstations in Pakistan, Senegal and the United Kingdom.

Workstation Seat Turns

A single workstation has the potential to be used for multiple shifts. We define Workstation Seat Turn as the average number of shifts that a workstation is used. On average, our voice business operates at approximately 1.3 Workstation Seat Turns while our non-voice business attains approximately 1.8 Workstation Seat Turns, resulting in a higher profitability from the non-voice workstation. As our non-voice business increased to 17% of our revenue in the nine months ended March 31, 2020 from 12% in the nine months ended March 31, 2019 and 13% of our revenue in fiscal year 2019 from 9% in fiscal year 2018, our overall Workstation Seat Turns have increased. The growth of our non-voice business is a result of an increase in our high-growth clients.

Critical Accounting Estimates and Judgments

The preparation of financial statements in accordance with IFRS as issued by the IASB requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the periods then-ended. Accounting estimates require the use of significant assumptions and judgments as to future events, and the effect of those events cannot be predicted with certainty. The accounting estimates will change as new events occur, more experience is acquired and more information is obtained. We evaluate and update our assumptions and estimates on an ongoing basis and use outside experts to assist in that evaluation when we deem necessary. Our significant accounting policies, which may be affected by our estimates and assumptions, are discussed further in Note 2.5 to our audited consolidated financial statements (critical accounting estimates and judgements) included elsewhere in this prospectus.

In the process of applying our accounting policies, we have made the following estimates and judgments which are significant to the consolidated financial statements:

Accounting Estimates

Impairment of intangibles

Goodwill: The calculation for considering the impairment of the carrying amount of goodwill requires a comparison of the recoverable amount of the cash-generating units to which goodwill has been allocated, to the value of goodwill and the associated assets in the consolidated statement of financial position. The calculation of recoverable amount requires an estimate of the future cash flows expected to arise from the cash generating unit. Judgement is applied in selection of a suitable discount rate and terminal value. The key assumptions made in relation to the impairment of goodwill are set out in Note 4 to our audited consolidated financial statements included elsewhere in this prospectus.

Indefinite Lived Intangibles: The indefinite lived intangibles are tested for impairment by comparing their carrying amount to the estimates of their fair value based on estimates of discounted cash flow method. When the fair value is determined to be less than the carrying amount, the resulting impairment is recognized in our consolidated financial statements.

Impairment of financial assets

We apply the IFRS 9 simplified approach to measuring expected credit losses using a lifetime expected credit loss provision for trade receivables and contract assets. To measure expected credit losses on a collective basis, trade receivables and contract assets are grouped based on similar credit risk and aging. The contract assets have similar risk characteristics to the trade receivables for similar types of contracts.

Depreciation and amortization

Estimation of useful lives of property and equipment and intangible assets: We estimate the useful lives of property and equipment and intangible assets based on the period over which the assets are expected to be available for use. The estimated useful lives of property and equipment and intangible assets are reviewed periodically and are updated if expectations differ from previous estimates due to physical wear and tear, technical or commercial obsolescence and legal or other limits on the use of the assets.

Market value of common shares / fair market value of warrants

As the Company is not listed on a public marketplace, the calculation of the market value of its common shares is subject to a greater degree of estimation in determining the basis for any share awards that the Company may issue.

For purposes of determining the historical share-based compensation expense, the Company used the Monte Carlo simulation to calculate the fair value of the restricted stock awards (the "RSAs") on the grant date. The determination of the grant date fair value of the RSAs using a pricing model is affected by estimates and assumptions regarding a number of complex and subjective variables. These variables include the estimated fair value of the common shares, the expected price volatility of the common shares over the expected term of the RSAs and exercise and cancellation behaviors, each of which are estimated as follows:

- Fair value of the Company's common shares. As the Company's common shares are not publicly traded, the Company must estimate the fair value of the common shares, as discussed in "Valuations of Common Shares" below.
- Volatility. Since there is no trading history for the Company's common shares, the expected price volatility for the common shares was estimated using the average historical volatility of the shares of our industry peers as of the grant date of the Company's RSAs over a period of history commensurate with the expected life of the awards. To the extent that volatility of the share price increases in the future, the estimates of the fair value of the awards to be granted in the future could increase, thereby increasing share-based payment expense in future periods. When making the selection of the industry peers to be used in measuring implied volatility of the RSAs, the Company considered the similarity of their products and business lines, as well as their stage of development, size and financial leverage. The Company intends to continue to consistently apply this process using the same or similar public companies until a sufficient amount of historical information regarding the volatility of Company's own share price becomes available, or unless circumstances change such that the identified companies are no longer similar to the Company, in which case, more suitable companies whose share prices are publicly available would be utilized in the calculation.
- Expected life of the RSAs. The Company calculated the weighted-average expected life of the RSAs to be four years based on management's best estimates regarding the effect of vesting schedules. RSAs granted may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Valuations of Common Shares

Given the absence of an active market for the Company's common shares, the Company was required to estimate its fair value of the common shares at the time of each grant. The Company considered objective and subjective factors in determining the estimated fair value of its common shares on each RSA grant date. Factors considered by the Company included the following:

- third-party valuations of the Company's common shares;
- the lack of marketability of the Company's common shares;
- the Company's historical and projected operating and financial performance;
- the Company's introduction of new services;
- the Company's stage of development;
- the global economic outlook and its expected impact on the Company's business;
- the market performance of comparable companies; and
- the likelihood of achieving a liquidity event for the common shares underlying the awards, such as an initial public offering or sale of the Company, given prevailing market conditions.

The Company determined valuations of its common shares for purposes of granting awards through a two-step valuation process described below. The Company first estimated the value of its equity. The Company utilized the income and market approaches to estimate its equity value. Then, the Company's equity value was allocated across the Company's various equity securities to arrive at a value for the common shares. The income approach, which relies on a discounted cash flow ("DCF") analysis, measures the value of a company as the present value of its future economic benefits by applying an appropriate risk-adjusted discount rate to expected cash flows, based on forecasts of revenue and costs.

The Company used two forms of the market approach to determine a fair market value for a business enterprise: the (i) guideline public company method ("GPCM"), and (ii) the merger and acquisition method ("MAM").

The GPCM involves the review of pricing and performance information for public companies deemed generally similar to a subject company and subject to similar industry dynamics. The MAM consists of a review of transactions involving similar companies over the last five years. The valuation conclusion was based on the income approach (using DCF analysis), GPCM, and MAM. The Company assigned more weight to the DCF as it better reflected the Company's operations and placed less weight to the GPCM and MAM. More specifically, less weight was assigned to the MAM as compared to the GPCM given the limited number of transactions involving comparable companies, which made the MAM less meaningful relative to the GPCM.

For each valuation report, the Company first prepared a financial forecast to be used in the computation of the enterprise value using the income approach. The financial forecasts took into account the Company's past experience and future expectations. Second, the risks associated with achieving these forecasts were assessed in selecting the appropriate discount rate. There is inherent uncertainty in these estimates. Third, the Company allocated the resulting equity value among the securities that comprise its capital structure. The aggregate value of the common shares was then divided by the number of common shares outstanding to arrive at the per share value.

Since the fair value of the Company's common shares has been determined partially by using the DCF analysis, the valuations have been heavily dependent on the Company's estimates of revenue, costs and related cash flows. These estimates are highly subjective and may change frequently based on both new operating data as well as various macroeconomic conditions that impact the Company's business. Each of the valuations was prepared using data that was consistent with the Company's then-current operating plans that the Company was using to manage its business.

In addition, the DCF calculations are sensitive to highly subjective assumptions that the Company was required to make relating to its financial forecasts and the selection of an appropriate discount rate, which was based on the Company's estimated cost of equity.

The Company's discount rate was determined based on the stage of development at each valuation date and was quantified based on a risk-free discount rate for government debt, capital markets risk, the Company's sector and size.

The Company granted 2,373,374 restricted share awards at a fair value of $0.61 per restricted common share in December 2018. The fair value of the restricted common shares was based on a Monte Carlo simulation, which can be considered a form of the probability weighted expected return method ("PWERM"), using an equity value as determined via the income approach (present value of discounted cash flows) and the market approaches (guideline public company method and mergers and acquisition method).

The fair value of the Company's restricted common shares was significantly lower than the fair value of the Company's preference shares because the preference shares are entitled to an aggregate of $149.2 million in participating and non-participating preference, whereas the restricted common shares are not entitled to any distributions until the applicable preferences are satisfied.

On December 23, 2019, the Company entered into amendments to the restricted share awards with certain members of management and directors covering an aggregate of 103,264 restricted common shares. The terms of the original restricted share awards provided for vesting upon an initial public offering on a public exchange in the United States by December 31, 2019. The 2019 RSA Amendments provide for an extension of the date by which such initial public offering must occur to June 30, 2020. If the incremental fair value per share were to be recognized, it would be recorded over the vesting period that is dependent on the occurrence of a Trigger Event by June 30, 2020. Because there is a greater than 50% probability that neither an IPO nor a Change of Control that qualifies as a Trigger Event will occur by June 30, 2020, the Company has not recorded any additional share-compensation expense as a result of the December Modification.

On January 28, 2020, the board of directors of the Company deemed certain performance triggers to be achieved with respect to restricted share awards with certain members of management and directors covering an aggregate of 67,176 restricted common shares. The terms of the valuation trigger associated with such RSAs were not modified. Although certain of the common shares subject to the RSAs were revalued as a result of the 2020 RSA Amendments, such revaluation did not result in the recognition of any additional share-based compensation expense.

For factors used in assessing the market value of our common shares as well as the share options at grant date refer to Note 19 to our consolidated financial statements. Additionally, we will also require the calculation of the fair market value of the warrants associated with the Amazon transaction. For factors used in determining the fair value of the warrants refer to Note 28 to our consolidated financial statements.

Legal provisions

We review outstanding legal cases following developments in the legal proceedings and at each reporting date, in order to assess the need for provisions and disclosures in our consolidated financial statements. Among the factors considered in making decisions on provisions are the nature of litigation, claim or assessment, the legal process and potential level of damages in the jurisdiction in which the litigation, claim or assessment has been brought, the progress of the case (including the progress after the date of the consolidated financial statements but before those statements are issued), the opinions or views of legal advisers, experience on similar cases and any decision of the management as to how it will respond to the litigation, claim or assessment. For more information, refer to Notes 13 and 16 to our unaudited condensed consolidated interim financial statements and audited consolidated financial statements included elsewhere in this prospectus.

Judgments

Going Concern

For the nine months ended March 31, 2020, we had net income of $11.6 million, net cash generated from operating activities of $33.7 million and an accumulated deficit of $105.7 million as compared to the nine months ended March 31, 2019, including discontinued operations, we had net income of $11.2 million, net cash outflow in operating activities of $3.8 million and an accumulated deficit of $116.9 million. Current liabilities exceeded current assets by $21.0 million as of March 31, 2020, of which $32.5 million is associated with borrowings, including line of credit due May 2023, which was drawn to $26.1 million at March 31, 2020 (See Note 9 to our condensed consolidated interim financial statements). We had cash and cash equivalents of $15.5 million as of March 31, 2020.

For the fiscal year ended June 30, 2019, including discontinuing operations, we had net income of $11.0 million, net cash generated from operating activities of $2.2 million and an accumulated deficit of $117.2 million, as compared to the fiscal year ended June 30, 2018, in which we had a net loss of $15.9 million, net cash outflow in operating activities of $5.7 million and an accumulated deficit of $126.1 million. Current liabilities exceeded current assets by $29.6 million as of June 30, 2019 of which $41.8 million is associated with borrowings, including line of credit due May 2023, which was drawn to $36.0 million at June 30, 2019 (See Note 13 to our audited financial statements). We had cash and cash equivalents of $8.9 million as of June 30, 2019.

The accompanying consolidated financial statements have been prepared assuming that we will continue as a going concern for at least a period of twelve months from the date of approval of the unaudited condensed consolidated interim financial statements. This basis of accounting contemplates the recovery of our assets and the satisfaction of liabilities in the normal course of business. We are currently exploring additional financing options to enable it to develop its existing business and generate additional revenues.

Our forecasts and projections, taking account of reasonably possible changes in trading performance, show that we should be able to operate within the level of our current monetary facilities and plans. We therefore have a reasonable expectation that we have adequate resources to continue our operational existence for a period of at least twelve months from the date of approval of our consolidated financial statements. Thus, we continue to adopt the going concern basis of accounting in preparation of our consolidated financial statements.

In March 2020, the World Health Organization declared the outbreak of COVID-19 as a global pandemic. The Pandemic has had a widespread and detrimental effect on the global economy and has adversely impacted our business and results of operations. We have experienced travel bans, states of emergency, quarantines, lockdowns, “shelter in place” orders, business restrictions and shutdowns in most countries where it operates. Our containment measures have impacted its day-to-day operations and disrupted its business. Because the severity, magnitude and duration of the Pandemic and its economic consequences are highly uncertain, rapidly changing and difficult to predict, the ultimate impact of the Pandemic on our business, financial condition and results of operations is currently unknown. For further details, see “Recent Developments—COVID-19.”

Training revenue

In accordance with IFRS 15, Revenue from Contracts with Customers, we amortize training revenue on a straight-line basis over the life of the client contract and expense all costs associated with training as incurred in accordance with IAS 38. For more information about our adoption of IFRS 15, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations” and Notes 3.9 and 3.9.1 to our audited consolidated financial statements included elsewhere in this prospectus.

Leases

Judgement may be required in determining whether certain arrangements constitute leases under IFRS 16. For example, in contracts that include significant services, we believe that determining whether the contract conveys the right to direct the use of an identified asset may be challenging.

In determining the term of a lease for financial statement purposes, we consider all facts and circumstances that create an economic incentive to exercise an extension option or not exercise a termination option, as applicable. Extension periods or periods after termination options, as applicable, are only included in the lease term if such period is reasonably certain, in accordance with the applicable lease contracts, to occur.

For more information about our adoption of IFRS 16 see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations” and notes 3.2 and 6.2 to our audited consolidated financial statements included elsewhere in this prospectus.

Staff retirement plans

The net defined benefit pension scheme assets or liabilities are recognized in the consolidated statement of financial position. The determination of the position requires assumptions to be made regarding future salary increases, mortality, discount rates and inflation. The key assumptions made in relation to the pension plans are set out in Note 14.1 to our audited consolidated financial statements.

Provision for taxation

We are subject to income tax in several jurisdictions and significant judgement is required in determining the provision for income taxes. During the ordinary course of business, there are transactions and calculations for which the ultimate tax determination is uncertain. As a result, we recognize tax liabilities based on estimates of whether additional taxes and interest will be due. These tax liabilities are recognized when, despite our belief that our tax return positions are supportable, we believe that certain positions are likely to be challenged and may not be fully sustained upon review by tax authorities. We believe that our accruals for tax liabilities are adequate for all open audit years based on its assessment of many factors including past experience and interpretations of tax law.

This assessment relies on estimates and assumptions and may involve a series of complex judgments about future events. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact income tax expense in the period in which such determination is made.

Components of Results of Operations

Revenues

Customer Management

A substantial majority of revenues in our customer engagement solution are based upon a price per unit of time or customer interaction. In such case, we either charge our clients a base rate per unit of time (i.e., per hour worked or per minute interacting with customers) that an ambassador is engaged in servicing the client’s customers or charge an overall rate per customer interaction (i.e., price per call handled). Base rates could be adjusted up or down depending upon our performance against metrics agreed upon with each client.

Customer Acquisition

A substantial majority of revenues in the Customer Acquisition segment is generated under a fee-per-customer arrangement in which clients pay a fixed commission for each customer that we successfully acquire on their behalf. In some cases, we also receive a commission payment upon the annual renewal of that acquired customer. We also receive incentive payments upon the achievement of certain volume thresholds.

Operating Expenses

Payroll and Related Costs

Payroll and related costs consist of salaries, incentive compensation and employee benefits for all employees. The majority of this category relates to personnel engaged in client-facing service delivery, including delivery center ambassadors, supervisors and other operations personnel of a client-facing nature. These costs will generally increase in

proportion to our revenue and are therefore known as variable costs. The remaining expenses in this category relate to salaries, incentive compensation and employee benefits for full-time employees in our accounting, finance, human resources, legal, strategy, sales, marketing, client services, administrative and executive management functions. While these costs also generally increase in relation to our revenue, they do so at a lower rate and are semi-fixed in nature.

Share-based Payments

The fair value of our share-based awards are based on valuations performed by a third-party valuation firm. For further details, see ”Critical Accounting Estimates and Judgements.”

Reseller Commission and Lead Expenses

Reseller commission and lead expenses consist of the costs of generating or purchasing leads, which are expenses directly associated with acquiring new customers. These costs will generally increase in proportion to revenues from our Customer Acquisition segment, and are therefore variable costs within that segment. Within this segment, we either generate our own leads or purchase leads from third parties, and then use our telephone-based sales ambassadors to convert these leads into actual sales for our clients. We are then paid by our clients upon validation and confirmation of that sale. When we generate our own leads, we often do so pursuant to an online search that results in an interested visitor on our web properties, in which case we pay the search engine provider. When we purchase leads from outside providers, we do so from companies that originate leads for a variety of marketing purposes and sell them to companies such as us. All our expenses associated either with the internal generation of leads or the purchase of leads from third party providers are classified as lead expenses.

Depreciation and Amortization

Depreciation and amortization relates to the depreciation of property, plant and equipment (primarily our entire physical and network infrastructure), depreciation of right-of-use assets (following our adoption of IFRS 16, Leases, effective July 1, 2018) and amortization of our software licenses and other definite lived intangibles.

Other Operating Costs

Other operating costs comprise rent and utilities, telecommunication, repairs and maintenance, travel, legal and professional, as well as other miscellaneous expenses. These costs will generally increase in relation to our revenue, although at a lower rate than variable expenses. This category also includes certain other expenses such as goodwill and intangibles impairment, foreign exchange gain or loss and bad debt write-downs. This category was impacted by our adoption of IFRS 16, Leases, effective July 1, 2018.

Income (Loss) from Operations

Income (loss) from operations is our earnings before interest and taxes and is a measure of our income (loss) from ordinary operations. Income (loss) from operations is calculated as revenues minus total operating expenses.

Operating Profit Margin

We calculate “operating profit margin” as income (loss) from operations divided by revenue.

Finance Expenses

Finance costs consist principally of interest and other expenses paid on short- and long-term loans and borrowings, as well as interest accrued on the redeemable preferred shares and convertible preferred shares by one of our subsidiaries and interest and expenses on current account overdrafts and losses on adjustment for fair value of financial instruments. As a result of our adoption of IFRS 16, Leases, effective July 1, 2018, finance expenses include interest on lease liabilities.

Income Tax Benefit / (Expense)

Income tax benefit / (expense) consists of the corporate income tax to be paid on our corporate profit, including deferred tax.

Net loss for the year, continuing operations

Net loss for the year, continuing operations, for the period consists of total loss for the period from continuing operations.

Net income on discontinued operation, net of tax

Net income on discontinued operation, net of tax, for the period consists of total income for the period from discontinuing operations, net of tax.

Net income/(loss) for the year

Net income/(loss) for the year consists of total income/(loss) for the period from continuing operations and from discontinued operations.

Adjusted EBITDA from Continuing Operations

We define “EBITDA” as net loss for the year, less discontinued operation, net of tax, before finance expenses, finance costs related to lease liabilities, depreciation and amortization, depreciation of right-of-use assets, and income tax (benefit) / expense.

We define “Adjusted EBITDA from continuing operations” as EBITDA before the effect of the following items: litigation and settlement expenses, foreign exchange losses, goodwill impairment, other income, phantom expense and share-based payment. We use Adjusted EBITDA from continuing operations internally to establish forecasts, budgets and operational goals to manage and monitor our business, as well as evaluate our underlying historical performance. We believe that Adjusted EBITDA from continuing operations is a meaningful indicator of the health of our business as it reflects our ability to generate cash that can be used to fund recurring capital expenditures and growth. Adjusted EBITDA from continuing operations also disregards non-cash or non-recurring charges that we believe are not reflective of our long-term performance. We also believe that Adjusted EBITDA from continuing operations is widely used by investors, securities analysts and other interested parties as a supplemental measure of performance and liquidity.

Adjusted EBITDA from continuing operations may not be comparable to other similarly titled measures of other companies and has limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS as issued by the IASB. Some of these limitations are as follows:

- although depreciation and amortization expense is a non-cash charge, the assets being depreciated and amortized may have to be replaced in the future. Adjusted EBITDA from continuing operations does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- Adjusted EBITDA from continuing operations is not intended to be a measure of free cash flow for our discretionary use, as it does not reflect: (i) changes in, or cash requirements for, our working capital needs; (ii) debt service requirements; (iii) tax payments that may represent a reduction in cash available to us; and (iv) other cash costs that may recur in the future;
- other companies, including companies in our industry, may calculate Adjusted EBITDA from continuing operations or similarly titled measures differently, which reduces its usefulness as a comparative measure.

Because of these and other limitations, you should consider Adjusted EBITDA from continuing operations in conjunction with other IFRS-based financial performance measures, including cash flows from operating activities, investing activities and financing activities, net (loss)/income and our other IFRS financial results.

Adjusted EBITDA from Continuing Operations Margin

We calculate "Adjusted EBITDA from continuing operations margin" as Adjusted EBITDA from continuing operations divided by revenue.

Results of Operations

Consolidated Statement of Comprehensive Income

The following summarizes the results of our operations for the nine months ended March 31, 2020 and 2019 and fiscal years ended June 30, 2018 and 2019:

	Nine Months Ended March 31,			Fiscal Year Ended June 30,		
	2020	2019	Change %	2019	2018	Change %
	(unaudited)					
	($ in millions)			($ in millions)		
Revenue	$ 304.3	$ 280.5	8.5	$ 368.4	$ 342.2	7.7
Other Operating Income				—	—	
Operating Expenses						
Payroll and related costs	(207.2)	(191.5)	8.2	(254.6)	(252.9)	0.7
Share-based payments	0.1	(4.0)	N/M	(4.1)	(8.4)	(51.3)
Reseller commission and lead expenses	(13.6)	(23.0)	(40.9)	(27.9)	(28.1)	(0.6)
Depreciation and amortization	(18.5)	(15.7)	17.6	(20.9)	(12.2)	71.5
Other operating costs	(44.8)	(37.1)	20.7	(54.1)	(58.4)	(7.4)
Total Operating Expenses	$(284.0)	$(271.4)	4.7	$(361.6)	$(360.0)	0.4
Income/(loss) from operations	$ 20.2	$ 9.1	N/M	$ 6.8	$ (17.8)	(71.5)
Finance expenses	(7.2)	(5.5)	31.7	(7.7)	(3.1)	N/M
Income/(loss) before taxation	$ 13.1	$ 3.6	N/M	$ (0.9)	$ (20.9)	(95.7)
Income tax (expense)/ benefit	(1.5)	(3.5)	(57.6)	(3.6)	0.1	N/M
Net income/(loss), continuing operations	$ 11.6	$ 0.1	N/M	$ (4.5)	$ (20.8)	(78.2)
Net income on discontinued operation, net of tax	—	11.1	N/M	15.5	4.9	N/M
Net income/(loss)	11.6	11.2	3.2	11.0	(15.9)	N/M
Non-GAAP measures						
Adjusted EBITDA from continuing operations (unaudited)	$ 40.6	$ 28.9		$ 36.3	$ 4.3	
Adjusted EBITDA from continuing operations margin (unaudited)	13.4%	10.3%		9.9%	1.3%	
Net Debt (unaudited)	$ 101.4	$ 128.1		$ 109.4	$ 49.4	

Revenues by Reporting Segment

The following reflects our two reporting segments, Customer Management and Customer Acquisition, through the end of fiscal year June 2019. Effective July 1, 2019, we transitioned to one reporting segment. For more information on the change in reporting segments, see "— Change in Reporting Segments."

The following table sets forth our revenues by reporting segment for the periods presented:

	Fiscal Years Ended June 30,		
	2019	2018	Change %
	($ in millions)		
Revenue			
Customer Management	$315.5	$285.1	10.6%
Customer Acquisition	52.9	57.1	(7.3)%
Total Revenues	$368.4	$342.2	7.7%

Nine Months Ended March 31, 2020 and 2019

Revenue

Our revenue was $304.3 million in the nine months ended March 31, 2020, an increase of $23.8 million, or 8.5%, compared to the same period in 2019. The majority of the revenue increase was attributable to increase in high growth New Economy clients. The growth in our revenue was offset by a decline in revenue from a client in one of the mature industry sectors that we serve where a strategic decision was made by management to wind down our activity on this lower-margin line of business mid-year in fiscal year 2019, which we have replaced with higher margin business (albeit at a lower revenue level). Revenue contribution from this client for the nine months ended March 31, 2020 and 2019 was $0 and $13.6 million, respectively.

Operating Expenses

Total operating expenses were $284.0 million in the nine months ended March 31, 2020, an increase of $12.6 million, or 4.7%, compared to the same period in 2019. The increase in operating expenses was primarily due to an increase in payroll and related cost by $15.8 million, or 8.2%, other operating expenses by $7.7 million, or 20.7%, and depreciation and amortization by $2.8 million, or 17.6%, compared to the same period in 2019, and partially offset by a decrease in share-based payments by $4.1 million and lead expenses by $9.4 million, or 40.9%, compared to the same period in 2019.

Payroll and related costs were $207.2 million in the nine months ended March 31, 2020, an increase of $15.8 million, or 8.2%, compared to the same period in 2019. This increase in employee benefits expenses was due primarily to increased headcount required to support the growing needs of our business.

Share-based payments were ($0.1) million in the nine months ended March 31, 2020, a decrease of $4.1 million compared to the same period in 2019. The decrease in share-based payments was primarily due to share-based expense related to the 2017 IBEX Plan of $4.1 million recorded in the nine months ended March 31, 2019 as compared to nil recorded during the same period in 2020 due to cancellation of the plan in fiscal year 2019.

Reseller commissions and lead expenses were $13.6 million in the nine months ended March 31, 2020, a decrease of $9.4 million, or 40.9%, compared to the same period in 2019, primarily as a result of improved operational efficiency.

Depreciation and amortization expense was $18.5 million in the nine months ended March 31, 2020, an increase of $2.8 million, or 17.6%, compared to the same period in 2019. The increase in depreciation and amortization of right of use assets of $1.8 million in the nine months ended March 31, 2020 was due to the opening and expansion of existing delivery centers in fiscal year ended June 30, 2019 resulted in the increase in depreciation and amortization. The remaining increase of $1.0 million was primarily due to increased capital expenditures in the nine months ended March 31, 2020 as compared to the same period in 2019.

The increase in other operating costs was attributable to a $5.6 million increase in facilities maintenance repairs and improvements, $0.5 million in printing and advertising due to opening of new delivery centers in the Philippines and

Jamaica in fiscal year 2019, an increase in legal and professional charges of $1.0 million, and a fair value adjustment of $1.0 million associated with the Amazon Warrant partially offset by a decrease in forex expenses by $0.4 million.

Income (loss) from operations

As a result of the above, income from operations was $20.2 million in the nine months ended March 31, 2020, an increase of $11.1 million, compared to a $9.1 million income from operations recognized during same period in 2019. Our operating profit margin increased to 6.7% in the nine months ended March 31, 2020 from 3.2% in nine months ended March 31, 2019.

Finance Expenses

Finance expenses were $7.2 million in the nine months ended March 31, 2020, an increase of $1.7 million compared to the same period in 2019. The increase in finance expenses was primarily due to the increase in finance expenses related to right of use assets by $1.6 million due to opening and expansion of existing delivery centers in the fiscal year ended June 30, 2019.

Income Tax (Expense)/Benefit

Income tax expense from continuing operations was $1.5 million for the nine months ended March 31, 2020, a decrease of $2.0 million compared to $3.5 million income tax expense during the same period in 2019. Income tax expense for the comparative period was higher due to non-recurring deferred tax expense related to cancellation of Group's legacy ESOP plan.

Net income, continuing operations

As a result of the factors described above, net income, continuing operations, was $11.6 million in the nine months ended March 31, 2020, an increase of $11.5 million, compared to a $0.1 million net income, continuing operations, during the same period in 2019.

Net income on discontinued operation, net of tax

As a result of the operations of Etelequote Limited, a discontinued operation, net income on discontinued operation, net of tax, was nil in the nine months ended March 31, 2020, and $11.1 million in the same period of 2019. For more information about our disposition of Etelequote Limited, refer to Note 22 to our unaudited condensed consolidated interim financial statements included elsewhere.

Net income/(loss) for the period

As a result of the factors described above, net income for the period was $11.6 million in the nine months ended March 31, 2020, compared to a $11.2 million net income for the nine months ended March 31, 2019.

Fiscal Year Ended June 30, 2019 and 2018

Revenue

Our revenue was $368.4 million in the fiscal year ended June 30, 2019, an increase of $26.2 million, or 7.7%, compared to the same period in 2018. The increase in revenue was due to a strong performance in our customer management offerings. $15.9 million of this increase was attributable to revenue from new clients onboarded during fiscal year 2019, which represented an increase of $9.3 million from revenue billed from new clients in fiscal year 2018. We were able to win 22 new clients in fiscal year 2019 as compared to 12 in fiscal year 2018. We added four blue chip Fortune 1000 clients that have approximately 3,000 to 20,000 seats in their enterprise as well as seven New Economy clients. Additionally, we benefited from approximately $20.9 million of additional revenue related to

increased volume from, and additional services provided to existing customers. The growth in our Customer Management segment was offset by a decline in revenue of $4.2 million in our Customer Acquisition segment, where a strategic decision was made by management to wind down our activity on a lower-margin line of business mid-year with a client in one of the mature industry sectors that we serve, which we have replaced with higher margin business (albeit at a lower revenue level). Revenue contribution from this client for the years ended June 30, 2019 and 2018 was $13.7 million and $22.4 million, respectively.

Operating Expenses

Total operating expenses were $361.6 million in the fiscal year ended June 30, 2019, an increase of $1.6 million, or 0.4%, compared to the same period in 2018. The increase in operating expenses was primarily due to an increase in depreciation and amortization by $8.7 million, or 71.5%, and payroll and related cost by $1.7 million or 0.6% compared to the same period in 2018, and partially offset by a decrease in share-based payments by $4.3 million, or 51.3%, and other operating expenses by $4.3 million, or 7.4%, compared to the same period in 2018.

Payroll and related costs were $254.6 million in the fiscal year ended June 30, 2019, an increase of $1.7 million, or 0.7%, compared to the same period in 2018. As a result of improved operational efficiency, payroll costs decreased as a percentage of revenue from fiscal year 2018 to fiscal year 2019.

Share-based payments were $4.1 million in the fiscal year ended June 30, 2019, a decrease of $4.3 million, or 51.3%, compared to the same period in 2018. The decrease in share-based payments was due primarily to share-based expense related to the 2017 IBEX Plan of $7.7 million recorded in 2018 as compared to $4.4 million recorded in 2019 (including the accelerated expense of $3.3 million recorded upon cancellation of such plan in 2019) and the reversal of a $0.9 million expense related to the cancellation of phantom stock plans during fiscal year 2019.

Reseller commissions and lead expenses were $27.9 million in the fiscal year ended June 30, 2019, a decrease of $0.2 million, or 0.6%, compared to the same period in 2018, primarily as a result of the decrease in revenue attributable to our Customer Acquisition segment and improved operational efficiency.

Depreciation and amortization expense was $20.9 million in the fiscal year ended June 30, 2019, an increase of $8.7 million, or 71.5%, compared to the same period in 2018. The increase in depreciation and amortization was due to the early adoption of IFRS 16, which resulted in additional depreciation expense of $10.3 million in fiscal year 2019, partially offset by a decrease in depreciation of $1.6 million (excluding the impact of the early adoption of IFRS 16) relating to certain of our older capital expenditures reaching the end of their accounting depreciation cycles.

The decrease in other operating costs was attributable to the $10.5 million decrease in rent and utilities, primarily due to early adoption of IFRS 16 in fiscal year 2019, an increase in maintenance repairs and improvements of $2.4 million, severance expenses of $1.1 million related to IBEX Global Solutions Limited and a fair value adjustment of $3.0 million associated with the Amazon Warrant.

Income (loss) from operations

As a result of the above, income from operations was $6.8 million in the fiscal year ended June 30, 2019, an increase of $24.6 million, compared to a $17.8 million loss from operations recognized during same period in 2018. Our operating profit margin increased from (5.2%) in fiscal year 2018 to 1.8% in fiscal year 2019.

The significant improvements in income from operations and operating profit margin in fiscal year 2019 were driven by several factors. First, our scope of operations in our nearshore geographies attained scale during fiscal year 2019 and resulted in significant operating leverage in those geographies that had not been present in prior years when those operations were sub-scale with a high fixed costs. Second, our overall increase in revenue in fiscal year 2019 took place without the need to add significant additional capacity, and the resulting increase in capacity utilization to 84% at the end of fiscal year 2019 from 73% at the end of fiscal year 2018, which had a positive impact upon

profitability levels. We also invested significantly in our operational management capabilities towards the end of fiscal year 2018, and upgraded our global operations leadership. The sharpened focus on operational efficiencies yielded results in fiscal year 2019 with the increased operating margins. We have continued to exercise significant control over our fixed costs across all geographies as well as shared fixed costs, which has resulted in increased operating leverage with increasing revenues. During fiscal year 2019, we also benefited from higher margins associated with our growth from nearshore and offshore delivery centers, as compared to our onshore delivery centers.

Finance Expenses

Finance expenses were $7.7 million in the fiscal year ended June 30, 2019, an increase of $4.6 million compared to the same period in 2018. The increase in finance expenses was due primarily to the early adoption of IFRS 16 resulting in an additional expense of $4.0 million in fiscal year 2019.

Income Tax (Expense)/Benefit

Income tax expense was $3.6 million in fiscal year ended June 30, 2019, an increase of $3.7 million compared to the $0.1 million income tax benefit during the same period in 2018. The increase in tax expense was attributable to a non-recurring deferred tax expense of $3.1 million related to the cancellation of the 2017 IBEX Plan.

Net loss for the year, continuing operations

As a result of the factors described above, net loss for the year, continuing operations, was $4.5 million in the fiscal year ended June 30, 2019, a decrease of $16.2 million, compared to a $20.8 million net loss for the year, continuing operations, during the same period in 2018.

Net income on discontinued operation, net of tax

As a result of the operations of Etelequote Limited, a discontinued operation, net income on discontinued operation, net of tax, was $15.5 million in the fiscal year ended June 30, 2019, an increase of $10.6 million, compared to a $4.9 million net income on discontinued operation, net of tax, during the same period in 2018. This increase is primarily attributable to an increase in the scale of the Etelequote Limited business due to a production headcount increase of over 75% in fiscal year 2019 as compared to fiscal year 2018, a net sales increase of over 85% in fiscal year 2019 as compared to fiscal year 2018 and an increase in booked revenues per policy as a result of growth trajectory of the positive historical retention experience. This increase in scale yielded higher operating leverage resulting in an increase in net income. For more information about our disposition of Etelequote Limited, refer to Note 30.3 to our audited consolidated financial statements included elsewhere.

Net income/(loss) for the year

As a result of the factors described above, net income for the year was $11.0 million in the fiscal year ended June 30, 2019, compared to a $15.9 million net loss for the year during the same period in 2018.

Adjusted EBITDA from Continuing Operations

The following table provides a reconciliation of Adjusted EBITDA from continuing operations from net (loss) / income for the periods presented:

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	($ in thousands)			
Reconciliation of Adjusted EBITDA from Continuing Operations from Net (Loss)/Income				
Net (loss)/income	$11,575	$ 11,213	$ 10,965	$(15,881)
Net income on discontinued operations, net of tax	$ —	(11,085)	$(15,484)	(4,881)
Net loss from continuing operations	$11,575	$ 128	(4,519)	(20,762)
Finance expenses	7,190	5,458	7,709	3,093
Income tax (benefit) / expense	1,482	3,496	3,615	(108)
Depreciation and amortization	18,460	15,692	20,895	12,182
EBITDA from continuing operations[a]	**$38,707**	**$ 24,774**	**$ 27,700**	**$ (5,595)**
Non-recurring expenses[b]	$ 1,397	$ —	$ 4,239	$ 4,112
Foreign exchange losses	523	925	1,274	1,266
Other income[c]	(518)	(464)	(641)	(547)
Fair value adjustment[d]	632	(365)	(364)	(3,326)
Share-based payments[e]	(119)	4,039	4,087	8,386
Adjusted EBITDA from continuing operations	**$40,622**	**$ 28,909**	**$ 36,295**	**$ 4,296**

(a) EBITDA from continuing operations includes the impact of the adoption of IFRS 16 in the nine months ended March 31, 2020 and 2019, and fiscal year ended June 30, 2019 (see Note 25.8 to our audited financial statements included elsewhere in this prospectus).

(b) For the nine months ended March 31, 2020, we incurred non-recurring expenses of $1.4 million related to COVID-19 net expenses (expenses net of customer reimbursements) of $0.7 million, legal settlement of $0.1 million and listing expenses of $0.6 million. The COVID-19 expenses primarily include the additional hoteling and transportation expenses incurred due to the Pandemic.

For the fiscal year ended June 30, 2019, we incurred non – recurring legal expenses (including legal settlements) of $4.2 million related to IBEX Global Solutions Limited and, for the year ended June 30, 2018, we incurred non-recurring legal expenses of $0.3 million related to DGS EDU LLC and $1.3 million related to IBEX Global Solutions Limited, severance expenses of $1.1 million related to IBEX Global Solutions Limited and listing expenses of IBEX Limited of $1.4 million.

(c) For the nine months ended March 31, 2020, other income represented deferred income of $0.5 million and for the nine months ended March 31, 2019, other income represented the proceeds from the sale of DGS EDU LLC of $0.2 million and deferred income of $0.3 million.

For the fiscal year ended June 30, 2019, other income represented the proceeds from the sale of DGS EDU LLC of $0.2 million and deferred income of $0.4 million related to IBEX Global Solutions Limited and, for the year ended June 30, 2018, other income represented proceeds from a legal settlement received by Digital Globe Services, Inc. of $0.2 million and insurance proceeds of $0.3 million received by IBEX Global Solutions Limited.

(d) For the nine months ended March 31, 2020 and 2019, we recorded a revaluation associated with the Amazon Warrant (see Note 20 to our unaudited condensed consolidated interim financial statements included elsewhere in this prospectus).

For the year ended June 30, 2019 and 2018, we recorded a revaluation associated with the Amazon Warrant (see Note 28 to our audited financial statements included elsewhere in this prospectus).

(e) For the nine months ended March 31, 2020, this amount represents share-based payment expenses and, for the nine months ended March 31, 2019, this amount includes the cancellation of the 2017 IBEX Stock Plan ("2017 IBEX Plan") and the phantom stock plans ($3.3 million) partially offset by the elimination of the liability associated with the phantom stock plans ($1.0 million).

For the year ended June 30, 2019, the amount includes the cancellation of the 2017 IBEX Plan and the phantom stock plans ($3.3 million), partially offset by the elimination of the liability associated with the phantom plans ($1.0 million). For the fiscal year ended June 30, 2018, share-based payments was primarily related to share-based payments expense of $8.4 million pertaining to options to purchase an aggregate of 1,633,170 common shares awarded from December 22, 2017 through and including June 30, 2018, net of 145,399 option forfeitures.

Our Adjusted EBITDA from continuing operations was $40.6 million in the nine months ended March 31, 2020, an increase of $11.7 million, compared to the same period in 2019.

Our Adjusted EBITDA from continuing operations was $36.3 million in the fiscal year ended June 30, 2019, an increase of $32.0 million, compared to the same period in 2018.

As a result of our adoption of IFRS 16, our statement of financial position as of June 30, 2019 reflected an increase of $64.5 million in property and equipment and an increase of $66.9 million in lease liabilities, and our statement of profit or loss and other comprehensive income for the fiscal year then ended reflected a decrease of $11.7 million in other operating costs, an increase of $10.3 million in depreciation, an increase of $4.0 million in finance charges, and an increase of $2.6 million in net loss, continuing operations. As a result of the foregoing, Adjusted EBITDA from continuing operations increased by $11.7 million.

Adjusted EBITDA from Continuing Operations Margin

Our Adjusted EBITDA from continuing operations margin the nine months ended March 31, 2020 and the fiscal year ended June 30, 2019 was 13.4% and 9.9%, respectively, compared to 10.3% and 1.3% for the nine months ended March 31, 2019 and the fiscal year ended June 30, 2018, respectively. The increase in Adjusted EBITDA from continuing operations margin was primarily due to a decrease/increase in the net loss /income from continuing operations for the nine months ended March 31, 2020 and the fiscal year ended June 30, 2019, respectively, as compared to the nine months ended March 31, 2019 and the fiscal year ended June 30, 2018, respectively. The key drivers of margin growth were areas attributable to the following: (a) geographic mix improved where our more profitable nearshore and offshore operations continued to grow as a percentage of the overall business, (b) scale was achieved in our nearshore operations where we began to see target flow-through margins materialize as the business hit critical mass, (c) capacity utilization increased as we grew our revenue and ambassadors in our nearshore and offshore operations while reducing our U.S. footprint, (d) disciplined operational execution, (e) our more profitable non-voice business expanded and (f) the impact on Adjusted EBITDA from continuing operations created by the adoption of IFRS 16. Excluding the impact of IFRS 16, our Adjusted EBITDA from continuing operations margin in the fiscal year 2019 would have been 6.4% (versus 1.3% in fiscal year 2018).

Liquidity and Capital Resources

Our principal liquidity needs are to fund our working capital requirements and to finance capital expenditures (consisting of additions to property and equipment and to intangible assets).

We had negative working capital of $21.0 million and $14.0 million ($24.8 million excluding Etelequote Limited discontinued operations) as March 31, 2020 and 2019, respectively, which, in each case, was due primarily to capital expenditures related to the opening of new delivery centers, and the upgrade and expansion of existing delivery centers. During the nine months ended March 31, 2020 and 2019, we invested $4.5 million and $3.2 million, respectively, on capital expenditures.

We had negative working capital of $29.6 million and $34.2 million as of June 30, 2019 and 2018, respectively, which, in each case, was due primarily to capital expenditures related to the opening of new delivery centers, and the upgrade and expansion of existing delivery centers. During the fiscal year ended June 30, 2018 and June 30, 2019, we invested $5.8 million and $6.2 million, respectively, on capital expenditures.

Historically, we have met our liquidity needs through cash generated from our operating activities and from cash generated by financing activities, including borrowings under credit facilities and leases, as described in more detail below under “Financing Arrangements.” As of March 31, 2020, the total amount of credit available to us under our revolving credit facilities and lines of credit was $19.2 million. As of June 30, 2019, the total amount of credit available to us under our revolving credit facilities and lines of credit was $16.8 million. We also have financing arrangements in place with financial institutions to accelerate collection of receivables. As of March 31, 2020, we had cash and cash equivalents of $15.5 million. Of this amount, $9.0 million is located outside of the United States, and $4.7 million of this is subject to restrictions on our ability to repatriate such funds. As of June 30, 2019, we had cash and cash equivalents of $8.9 million. Of this amount, $4.1 million is located outside of the United States, and $3.2 million of this is subject to restrictions on our ability to repatriate such funds.

As of March 31, 2020, our outstanding debt under our credit facilities and leases amounted to $116.9 million. Of this amount, $45.1 million represented the current portion of such borrowings and $71.7 million represented the long-term portion of such borrowings. As of June 30, 2019, our outstanding debt under our credit facilities and capital leases amounted to $118.3 million. Of this amount, $52.5 million represented the current portion of such borrowings and $65.8 million represented the long-term portion of such borrowings.

Our future liquidity requirements will depend on many factors, including our growth rate, the timing and extent of spending to open new delivery centers and support development efforts, our expansion of sales and marketing activities and the introduction of new and enhanced technology offerings. We may in the future enter into arrangements to acquire or invest in complementary businesses, services and technologies and intellectual property rights.

Management believes that our existing cash balance together with cash generated from our operations, availability under our existing revolving credit facilities and the anticipated net proceeds from this offering will be sufficient to meet our liquidity requirements for at least the next twelve months.

Cash Flows

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	2019	2019	2018
	(unaudited)			
	($ in millions)			
Net cash inflow / (outflow) from:				
Operating activities	$ 33.7	$ (3.8)	$ 2.2	$ (5.7)
Investing activities	$ (4.2)	$ (2.8)	$ (9.1)	$ (5.4)
Financing activities	$(22.8)	$ 6.8	$ 2.6	$ 3.2
Effects of exchange rate difference on cash and cash equivalents	$ (0.0)	$ (0.3)	$ (0.3)	$ 0.2
Net increase / (decrease) in cash and cash equivalents	$ 6.6	$ (0.1)	$ (4.6)	$ (7.8)
Cash and cash equivalents, beginning of period	$ 8.9	$13.5	$13.5	$21.3
Cash and cash equivalents, end of period	$ 13.4	$15.5	$13.5	$ 8.9

Cash Flows from Operating Activities

Net cash inflow from operating activities during the nine months ended March 31, 2020 was $33.7 million compared with net cash outflow of $3.8 million during the nine months ended March 31, 2019. The $37.4 million increase in net cash inflow from operating activities was primarily attributable to the net income of $11.5 million for nine months ended March 31, 2020 and to the accelerated collection of receivables towards the end of the quarter ended December 31, 2019.

Net cash inflow from operating activities during the fiscal year ended June 30, 2019 was $2.2 million compared with net cash outflow of $5.7 million during the fiscal year ended June 30, 2018. The $7.9 million increase in net cash inflow from operating activities was primarily attributable to the increase in our revenue and collection thereof.

Cash Flows from Investing Activities

Net cash used in investing activities was $4.2 million during the nine months ended March 31, 2020 compared with cash used of $2.8 million during the nine months ended March 31, 2019.

During the nine months ended March 31, 2020, we expended $4.2 million on investing activities, primarily related to the purchase of property and equipment of $4.0 million and purchase of intangible assets of $0.5 million. A significant portion of our investing activities was related to the opening of one new delivery center located in the Philippines in the quarter ending September 30, 2019.

During the nine months ended March 31, 2019, we expended $2.8 million on investing activities, primarily related to the purchase of property and equipment of $2.7 million and purchase of intangible assets of $0.1 million. A significant portion of our investing activities was related to the opening of a new delivery center located in the Jamaica in the quarter ended December 31, 2018.

Net cash used in investing activities was $9.1 million during the fiscal year ended June 30, 2019 compared with cash used of $5.4 million during the fiscal year ended June 30, 2018.

During the fiscal year ended June 30, 2019, we expended $9.1 million on investing activities, primarily related to the purchase of property and equipment of $5.6 million and purchase of intangible assets of $0.6 million. A significant portion of our investing activities was related to the opening of one new delivery center located in the Jamaica in the quarter ending December 31, 2018, and one new delivery center located in the Philippines in the quarter ending June 30, 2019. In addition, $3.6 million represents the cash adjustment related to our disposition of Etelequote Limited.

During the fiscal year ended June 30, 2018, we expended $5.4 million on investing activities, primarily related to the purchase of property and equipment of $5.2 million and purchase of intangible assets of $0.6 million. A significant portion of our investing activities was related to the upgrade and expansion of our existing delivery centers in Jamaica in the quarters ending December 31, 2017 and June 30, 2018.

Cash Flows from Financing Activities

Net cash outflow from financing activities was $22.8 million during the nine months ended March 31, 2020 compared with net cash inflow of $6.8 million during the nine months ended March 31, 2019.

Net cash outflow from financing activities of $22.8 million during the nine months ended March 31, 2020 primarily reflected proceeds from the line of credit of $107.5 million, repayments of the line of credit $117.5 million, proceeds from borrowings of $1.0 million, repayment of borrowings of $4.8 million, and the payment of $8.9 million on lease obligations. This was partially offset by the dividend distribution of $0.1 million.

Net cash inflow from financing activities of $6.8 million during the nine months ended March 31, 2019 primarily reflected proceeds from the line of credit of $132.2 million, repayments of the line of credit $126.5 million, proceeds from borrowings of $34.3 million, repayment of borrowings of $3.9 million, repayment of related party loans of $1.2 million and the payment of $7.6 million on lease obligations. This was partially offset by the repayment of $14.5 million on private placement notes, the redemption of $6.0 million of senior preferred shares.

Net cash inflow from financing activities was $2.6 million during the fiscal year ended June 30, 2019 and $3.2 million during the fiscal year ended June 30, 2018.

Net cash inflow from financing activities of $2.6 million cash during the fiscal year ended June 30, 2019 primarily reflected proceeds from line of credit of $168.7 million, repayments of line of credit $162.9 million, proceeds from borrowings of $36.6 million, repayment of borrowings of $6.1 million, repayment of related party loans of $1.2 million and the payment of $10.5 million on lease obligations. This was also partially offset by the repayment of $14.5 million on private placement notes, the redemption of $6.0 million of senior preferred shares and dividend distribution of $1.6 million.

Net cash inflow from financing activities of $3.2 million cash during the fiscal year ended June 30, 2018 primarily reflected proceeds from a line of credit of $222.8 million, repayments of line of credit $216.3 million, proceeds from borrowings of $1.4 million, the issuance of $5.9 million of private placement notes, a $6.2 million repayment of borrowings and $3.2 million of payments on lease obligations.

Net Debt

We calculate “Net Debt” as total borrowings less cash and cash equivalents.

	Nine Months Ended March 31,		Fiscal Year Ended June 30,	
	2020	**2019**	**2019**	**2018**
		(unaudited)		
		($ in thousands)		
Net Debt Reconciliation				
Borrowings – non-current	$ 4,865	$ 41,695	$ 7,184	$ 9,880
Lease liabilities – non-current	$ 66,851	$ 48,681	58,602	—
Borrowings – current	$ 32,457	$ 41,344	41,835	51,876
Lease liabilities – current	$ 12,689	$ 9,842	10,632	—
Convertible loan note – related party	—	—	—	1,200
Total Debt	**$116,862**	**$141,562**	**$118,253**	**$62,956**
Less: Cash and cash equivalents	$ 15,471	13,437	8,873	13,519
Net Debt	**101,391**	**128,125**	**$109,380**	**$49,437**

Net debt decreased to $101.4 million as of March 31, 2020 from $128.1 million as of March 31, 2019, due primarily to the $39.9 million of debt of Etelequote Limited, discontinued operation, included as of March 31, 2019.

Net debt increased to $109.4 million as of June 30, 2019 from $49.4 million as of June 30, 2018, due primarily to the early adoption of IFRS 16, which resulted in the recognition of lease liabilities of $66.9 million as of June 30, 2019.

Financing Arrangements

Through our subsidiaries we are party to a number of financing arrangements with banks, financial institutions and private investors that serve to meet our liquidity requirements. These arrangements include credit facilities, lines of credit, receivables financing arrangements, term loans, capital leases and equipment leases, as well as private placements of debt securities and preferred shares. The following is a summary of our principal financing

arrangements. The following descriptions do not purport to be complete and are qualified in their entirety by reference to the agreements and related documents referred to below, copies of which have been filed as exhibits to the registration statement of which this prospectus forms a part.

PNC Credit Facility

In November 2013, our subsidiary, Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc., entered into a three-year $35.0 million revolving credit facility (as amended, the "PNC Credit Facility") with PNC Bank, N.A. ("PNC"). In June 2015, the maximum revolving advance amount under the PNC Credit Facility was increased to $40.0 million, with an additional $10.0 million of incremental availability (subject to PNC's approval and satisfaction of conditions precedent) and the maturity date was extended to May 2020. In December 2018, the PNC Credit Facility maximum revolving advance amount was increased to $45.0 million. In May 2019, the PNC Credit Facility was amended to include the following: the maximum revolving advance amount was increased to $50.0 million, with an additional $10.0 million of availability (in $5.0 million increments) subject to satisfaction of conditions precedent, and the maturity date was extended to May 2023 : Borrowings under the revolving credit facility accrue interest at an annual rate equal to LIBOR plus a margin of 1.75% and/or the sum of margin of a 0.5% plus the highest of (i) the PNC commercial lending rate, (ii) the sum of the federal prime rate plus 0.5% and (iii) daily LIBOR rate plus 1.0%. The PNC Credit Facility is guaranteed by IBEX Global Limited and secured by substantially all the assets of Ibex Global Solutions, Inc. The line of credit balance as of March 31, 2020 was $24.3 million, compared to $33.5 million as of June 30, 2019.

In June 2016, the PNC Credit Facility was amended to add a Term Loan A of $6.0 million, which was drawn down in full, and a Term Loan B of $4.0 million (subject to satisfaction of conditions precedent), which was never drawn down and cancelled. In November 2016, the PNC Credit Facility was amended by adding a Term Loan C of $16.0 million which was drawn down in full with $6.0 million applied to repay in full Term Loan A. Term Loan C bears interest at LIBOR plus a margin of 4.00% and is required to be repaid in 54 equal monthly instalments (commencing January 1, 2017). Term Loan C balance as of March 31, 2020 was $4.4 million, compared to $7.1 million as of June 30, 2019.

In addition, the PNC Credit Facility was amended in June 2016 to include a $3.0 million non-revolving line of credit for purchases of equipment, which was drawn down in full, bearing interest at LIBOR plus a margin of 3.25%. The balance of this line as of March 31, 2020 was nil, compared to $0.2 million as of June 30, 2019.

Receivables Financing Agreement with Citibank, N.A.

In June 2015, our subsidiary, Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc., entered into a supplier agreement with Citibank, N.A. (the "Citibank Receivables Financing Agreement"). Pursuant to the Citibank Receivables Financing Agreement, Citibank provides payment to Ibex Global Solutions, Inc. for accounts receivable owed to Ibex Global Solutions, Inc. from one of our largest clients and its various subsidiaries and affiliates located in the United States. All payments from Citibank to Ibex Global Solutions, Inc. are subject to a discount charge. The discount rate used to calculate the discount charge is the product of (i) the LIBOR rate for the period most closely corresponding to the number of days in the period starting from and including the date the proceeds are remitted by Citibank to Ibex Global Solutions, Inc. (the "Discount Acceptance Period") plus 0.80% per annum and (ii) the Discount Acceptance Period divided by 360. The discount charge during the nine months ended March 31, 2020 and the fiscal year ended June 30, 2019 averaged approximately 0.36% and 0.32% of net sales, respectively.

Receivables Financing Agreement with Seacoast National Bank

In July 2011, our subsidiary, iSky, Inc., entered into a purchasing agreement (the "Seacoast Receivables Financing Agreement") with the predecessor to Seacoast National Bank ("Seacoast"). Pursuant to the Seacoast Receivables Financing Agreement, Seacoast provides payment to iSky, Inc. for up to $1.5 million of accounts receivable owed to iSky, Inc. All payments from Seacoast to iSky, Inc. are subject to a discount of 1.0% for receivables outstanding 30 days or less and an additional 0.5% for each additional 15 days that such receivable is outstanding. The average

discount during the nine months ended March 31, 2020 and the fiscal year ended June 30, 2019 was approximately 1.2% and 1.2% of net sales, respectively. Under the Seacoast Receivables Financing Agreement, Seacoast may also advance an amount up to 85% of iSky, Inc.'s receivables to iSky, Inc. at a rate of LIBOR plus 7.0%.

The Seacoast Receivables Financing Agreement requires iSky, Inc. to sell $0.2 million of receivables per month to Seacoast, subject to a penalty based on the discount fee if such minimum is not met. The Seacoast Receivables Financing Agreement is automatically renewed for successive 12-month periods unless terminated in accordance with its terms.

Loan Facility with First Global Bank Limited

In January 2018, our subsidiary, IBEX Global Jamaica Limited, entered into a $1.4 million non-revolving term loan with First Global Bank Limited. The loan bears interest at a fixed rate of 7.0% per annum for the term of the loan and a maturity date of January 2023. The loan is guaranteed by IBEX Global Solutions Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. As of March 31, 2020, the balance of the loan was $0.7 million, compared to $1.1 million as of June 30, 2019.

In November 2018, our subsidiary, IBEX Global Jamaica Limited, entered into a $1.2 million non-revolving demand loan with First Global Bank Limited. The loan bears a variable interest at 6-month LIBOR plus a margin of 5.26%, subject to a floor of 7.0% per annum, for the term of the loan. The loan is to be paid in 60 equal monthly installments, triggering a bullet payment after 36 months, with an option to renew for an additional 24 months, with an overall maturity in January 2023. The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. At March 31, 2020, the balance of the loan was $0.9 million, compared to $1.0 million at June 30, 2019.

In October 2019, our subsidiary, IBEX Global Jamaica Limited, entered into a $0.8 million non-revolving demand loan with First Global Bank Limited. The loan bears interest at a fixed rate of 7.0% per annum for the term of the loan. The loan is to be paid in 36 equal monthly installments, commencing 30 days after the first disbursement of loan funds. The loan is guaranteed by IBEX Global Limited and secured by substantially all of the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. At March 31, 2020, the balance of the loan was $0.9 million.

In March 2020, our subsidiary, IBEX Global Jamaica Limited, entered into a $0.6 million non-revolving demand loan and a $2.0 million non-revolving demand loan with First Global Bank Limited. Each loan bears interest at a fixed rate of 7.0% per annum for the term of the loan. Each loan is to be paid in 36 equal monthly installments, commencing 30 days after the first disbursement of loan funds. The loans are guaranteed by IBEX Global Limited and secured by substantially all of the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. As of March 31, 2020, the outstanding balance of each of the loans was nil.

Heritage Bank of Commerce Credit Facility

In March 2015, our subsidiaries, Digital Globe Services, Inc., Telsat Online Inc. and DGS EDU, LLC entered into a one-year $3.0 million loan and security agreement (the "HBC Loan Agreement") with Heritage Bank of Commerce ("HBC"). In March 2016, the HBC Loan Agreement was amended to increase the credit line capacity to $5.0 million and extend its maturity date until March 31, 2018, subject to collateral review. In June 2017, the HBC Loan Agreement was amended to add an additional subsidiary, 7 Degrees LLC, as a borrower, along with extending the maturity date until March 31, 2019. In August 2018, the HBC Loan Agreement was amended to increase the accrued account advance rate and certain other terms along with extending the maturity date until March 31, 2021. In January

2019, HBC Loan Agreement was amended to exclude DGS EDU, LLC from the facility pursuant to its sale. Borrowings under the HBC Loan Agreement bear interest at the prime rate plus a margin of 2.50%. The credit line is secured by substantially all the assets of Digital Globe Services, Inc., Telsat Online Inc., and 7 Degrees LLC. The line of credit balance as of March 31, 2020 was $1.4 million, compared to $2.4 million as of June 30, 2019.

In March 2019, HBC Loan Agreement was amended to add a term loan of up to $2.0 million that bears interest at the prime rate plus a margin of 2.5%. The term loan is required to be repaid in 36 equal monthly installments (commencing April 2020) and will mature on March 1, 2023. On the term loan maturity date, all amounts owing shall be immediately due and payable. The term loan balance as of March 31, 2020 is $2.0 million, compared to $ 1.0 million as of June 30, 2019.

Other Financing Arrangements

During the fiscal years ended June 30, 2018 and 2019, we purchased additional hardware and software licenses under an additional three-year financing agreements with International Business Machines Corporation totaling approximately $1.2 million and $3.6 million, respectively.

Off-Balance Sheet Arrangements

We were not during the periods presented, and are not currently, a party to any off-balance sheet arrangements.

Contractual obligations

The following table presents our future contractual obligations as of June 30, 2019:

	Payments due by period As of June 30, 2019				
	Total	Less than one year	1 - 3 years	3 - 5 years	5+ years
	(in thousands)				
Obligations Under Leases[1]	$ 95,616	$15,954	$27,136	$19,326	$33,200
Long Term Other Borrowings[2]	13,591	5,933	6,694	964	—
Line Of Credit[3]	36,026	36,026	—	—	—
Purchase Obligations[4]	1,680	—	1,680	—	—
Defined Benefit Obligations[5]	356	—	—	—	356
	$147,269	**$57,913**	**$35,510**	**$20,290**	**$33,556**

(1) The lease arrangements have interest rates ranging from 5.0% to 10.0% for the fiscal year ended June 30, 2019. Subsequent to June 30, 2019, the Company has entered into new obligations under leases for $24.6 million. The total future contractual obligations related to these leases are $31.2 million, which are repayable over a period up to eleven years.

(2) Represents indebtedness under the following: (i) Term Loan C under the PNC Credit Facility, which will be amortized in 54 consecutive equal monthly installments which commenced on 1 January 1, 2017 with an interest rate of LIBOR plus a margin of 4% and (ii) other financing arrangements having interest rates from 6% to 10%.

(3) Represents indebtedness under the following: (i) the PNC Credit Facility ($33.5 million), which bears interest at an interest rate of LIBOR plus a margin of 1.75% and/or the sum of a margin of -0.5% plus the highest of (a) the PNC commercial lending rate, (b) the sum of the federal prime rate plus 0.5% and (c) daily LIBOR rate plus 1.0%; (ii) the HBC Credit Facility ($2.4 million), which bears interest at a rate equal to the greater of The Wall Street Journal (WSJ) Prime Rate or 5.7%; and (iii) the Seacoast Receivables Financing Agreement ($0.1 million), which bears interest at a rate of LIBOR plus a margin of 7% per annum.

(4) Represents obligations under annual telecommunication service agreements with two carriers.

(5) Represents liability against unfunded defined benefit plan whereby employees are entitled to one half month's salary for every year of service upon attainment of retirement age of 60 years with at least five years of completed service.

Qualitative and Quantitative Disclosures about Market Risk

Our activities expose us to a variety of financial risks: market risk (including interest rate risk and currency risk), credit risk and liquidity risk.

Interest Rate Risk

Our exposure to market risk for changes in interest rates relates primarily to our cash and bank balances and our credit facilities. Borrowings under the PNC Credit Facility bear interest at LIBOR plus 1.75% and/or the sum of a margin of -0.5% plus the highest of (i) the PNC commercial lending rate, (ii) the sum of the federal prime rate plus 0.5% and (iii) daily LIBOR rate plus 1.0% and, in the case of Term Loan C, LIBOR plus a margin of 4.0%. Borrowings under the HBC Loan Facility bear interest at the Prime Rate plus 2.5%. Other than a floating to fixed interest-rate swap entered into in August 2016 and June 2019 to hedge the interest rate risk on the Term Loan A, Term Loan C and PNC Credit Facility with PNC, we do not use derivative financial instruments to hedge our risk of interest rate volatility. As of the date of this prospectus, the interest-rate swap is independent of any particular facility we are procuring from PNC; nevertheless, it continues to contribute to the overall cost exposure of our debt portfolio.

Based on our debt position as of March 31, 2020 and taking into account the impact of the interest-rate swap referred to above, a 1.0% change in interest rates would impact our finance costs by $0.9 million.

We have not been exposed to material risks due to changes in interest rates. However, our future financial costs related to borrowings may increase and our financial income may decrease due to changes in market interest rates.

Foreign Currency Exchange Risk

We serve many of our U.S.-based clients using delivery center capacity in various countries such as the Philippines, Pakistan, Nicaragua and Jamaica. Although contracts with these clients are typically priced in U.S. dollars, a substantial portion of related costs is denominated in the local currency of the country where services are provided, resulting in foreign currency exposure which could have an impact on our results of operations. Our primary foreign currency exposures are in Philippine Peso, Jamaican Dollar and Pakistani Rupee; to a lesser extent, we have exposures in Euro, Pound Sterling, CFA Franc (XOF), Nicaraguan Cordoba, Canadian Dollar and Emirati Dirham. There can be no assurance that we can take actions to mitigate such exposure in the future, and if taken, that such actions will be successful or that future changes in currency exchange rates will not have a material adverse impact on our future operating results. A significant change in the value of the U.S. Dollar against the currency of one or more countries where we operate may have a material adverse effect on our financial condition and results of operations.

Foreign currency exchange risk arises mainly where receivables and payables exist due to transactions entered into in foreign currencies. As such, we believe we are exposed to the following foreign currency exchange risks:

- Transaction foreign currency risk is the exchange risk associated with the time delay between entering into a contract and settling it, for example temporal differences in receivables and payables. Greater time differences exacerbate transaction foreign currency risk, as there is more time for the two exchange rates to fluctuate.
- Translation foreign currency risk is the risk that our non-U.S. Dollar assets and liabilities will change in value as a result of exchange rate changes. Monetary assets and liabilities (for example accounts receivable, accounts payable and bank accounts) are valued and translated into U.S. Dollars at the applicable exchange rate prevailing at the applicable date. Any adverse valuation moves due to exchange rate changes at such time are charged directly and could impact our financial position and results of operations. For the purposes of preparing our financial statements, we convert our subsidiaries' financial statements as follows: statements of financial position are translated into U.S. Dollars from local currencies at the period-end exchange rate, shareholders' equity is translated at historical exchange rates prevailing on the transaction date and income and cash flow statements are translated at average exchange rates for the period.

With all other variables held constant, a 5.0% depreciation in the Philippine Peso against the U.S. dollar would have increased net income after taxation in the nine months ended March 31, 2020 by approximately $1.7 million (June 30, 2019: $1.1 million). Conversely, a 5.0% appreciation in the Philippine Peso against the U.S. dollar would have decreased net income after taxation in the nine months ended March 31, 2020 by approximately $1.7 million (June 30, 2019: $1.1 million). A 5.0% depreciation in the Euro against the U.S. dollar would have increased net income after taxation in the nine months ended March 31, 2020 by approximately $0.09 million (June 30, 2019: $0.006 million). Conversely, a 5.0% appreciation in the Euro against the U.S. dollar would have decreased net income after taxation in the nine months ended March 31, 2020 by approximately $0.09 million (June 30, 2019: $0.006 million). Similarly, a 5.0% depreciation in the Pakistani Rupee against the U.S. dollar would have increased our net income after taxation in the nine months ended March 31, 2020 by approximately $0.4 million (June 30, 2019: $0.2 million). Conversely, a 5.0% appreciation in the Pakistani Rupee against the U.S. dollar would have decreased our net income after taxation in the nine months ended March 31, 2020 by approximately $0.4 million (June 30, 2019: $0.2 million).

With all other variables held constant, a 5.0% depreciation in the Philippine Peso against the U.S. dollar would have decreased net loss after taxation in the six months ended June 30, 2019 by approximately $1.1 million (June 30, 2018: $0.2 million). Conversely, a 5.0% appreciation in the Philippine Peso against the U.S. dollar would have increased net loss after taxation in the fiscal year ended June 30, 2019 by approximately $1.1 million (June 30, 2018: $0.2 million). A 5.0% depreciation in the Euro against the U.S. dollar would have decreased net loss after taxation in the fiscal year ended June 30, 2019 by approximately $0.06 million (June 30, 2018: $0.001 million). Conversely, a 5.0% appreciation in the Euro against the U.S. dollar would have increased net loss after taxation in the fiscal year ended June 30, 2019 by approximately $0.06 million (June 30, 2018: $0.001 million). Similarly, a 5.0% depreciation in the Pakistani Rupee against the U.S. dollar would have decreased our net loss after taxation in the fiscal year ended June 30, 2019 by approximately $0.2 million (June 30, 2018: $0.03 million). Conversely, a 5.0% appreciation in the Pakistani Rupee against the U.S. dollar would have increased our net loss after taxation in the fiscal year ended June 30, 2019 by approximately $0.2 million (June 30, 2018: $0.03 million).

Credit Risk

We had the following exposure to concentration of credit risk with clients representing greater than 10% of our receivable balances during the nine months ended March 31, 2020 and fiscal year ended June 30, 2019:

	Nine Months Ended March 31, 2020				Fiscal Year Ended June 30, 2019			
	Revenue		Trade debts gross		Revenue		Trade debts gross	
	Amount (US$'000)	% of total	Amount (US$'000)	% of total	Amount (US$'000)	% of total	Amount (US$'000)	% of total
Client 1	50,942	16.8%	8,891	15.7%	74,835	20.3%	10,770	16.3%
Client 2	56,562	18.6%	4,066	7.2%	67,094	18.2%	13,716	20.8%
Client 3	29,330	9.6%	9,215	16.3%	44,509	12.1%	9,042	13.7%
Subtotal	136,834	45.0%	22,172	39.2%	186,438	50.6%	33,528	50.9%
Others	167,421	55.0%	34,389	60.8%	181,942	49.4%	32,358	49.1%
	304,255	100.0%	56,561	100.0%	368,380	100.0%	65,886	100.0%

We had the following exposure to concentration of credit risk with clients representing greater than 10% of our receivable balances during nine months ended March 31, 2019 and fiscal year ended June 30, 2018:

Revenue from discontinued operations was $47.4 million during nine months ended March 31, 2019

	Nine Months Ended March 31, 2019				Fiscal Year Ended June 30, 2018			
	Revenue		Trade debts gross		Revenue		Trade debts gross	
	Amount (US$'000)	% of total	Amount (US$'000)	% of total	Amount (US$'000)	% of total	Amount (US$'000)	% of total
Client 1	58,632	20.9%	10,739	16.4%	78,663	23.0%	10,432	20.0%
Client 2	51,579	18.4%	16,298	24.9%	63,233	18.5%	11,250	21.6%
Client 3	35,062	12.5%	9,617	14.7%	52,837	15.4%	6,586	12.0%
Subtotal	145,273	51.8%	36,654	56.1%	194,733	56.9%	28,268	54.3%
Others	135,192	48.2%	28,714	43.9%	147,467	43.1%	23,770	45.7%
	280,465	100.0%	65,368	100.0%	342,200	100.0%	52,038	100.0%

Liquidity Risk

Our policy is to ensure that we will always have sufficient cash to allow us to meet our liabilities when they become due. To achieve this aim, we seek to maintain cash balances (or agreed facilities) to meet expected requirements for a period of at least 45 days. The board receives cash flow projections on a quarterly basis as well as information regarding cash balances and investments. The liquidity risk of each group entity is managed at the entity level.

Where facilities of group entities need to be increased, approval must be sought by the entity's CFO. Where the amount of the facility is above a certain level, agreement of our chief financial officer and the board is needed.

Internal Controls Over Financial Reporting

In connection with our fiscal year ended June 30, 2018, we and our independent registered public accounting firm identified two material weaknesses in our internal control over financial reporting as defined in Rule 12b-2 under the Exchange Act. A "material weakness" is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement in our financial statements will not be prevented or detected on a timely basis. Specifically, the material weaknesses related to various control deficiencies related to (i) information technology general controls and (ii) revenue recognition at one of our

subsidiaries. The material weakness that related to revenue recognition at one of our subsidiaries resulted from duplicating revenue recognition from one of our clients and caused us to overstate our revenues and receivables by approximately $0.8 million during the fiscal year ended June 30, 2018. As of June 30, 2019, we and our independent registered public accounting firm determined that these material weaknesses were remediated.

In addition, during the fiscal year ended June 30, 2018, we assessed the presentation of our consolidated statement of cash flows and concluded that it was necessary to restate our previously issued financial statements for the fiscal year ended June 30, 2017 in order to correct an error in presentation. In accordance with International Accounting Standard (IAS) 7, *Statement of Cash Flows*, the cash flow associated with the proceeds and payments relating to the line of credit borrowing did not meet the criteria for net presentation as the maturity associated with the line of credit was significantly greater than 90 days and, therefore, we were required to present the cash flow activities associated with the line of credit by presenting separately proceeds from the line of credit and the associated repayments.

During the fiscal year ended June 30, 2019, we and our independent registered public accounting firm identified one material weakness in our internal control over financial reporting related to our estimate of renewable revenue and related provision for Etelequote Limited. Specifically, corporate financial management review controls failed in estimating Etelequote Limited renewable receivable revenue, which is complex and requires a high level of judgment under IFRS 15. As a result of our management review controls failure, we recorded adjustments of $1.9 million (before tax), increasing our estimated renewable receivable revenue in the statement of comprehensive income and loss and renewable receivable in the statement of financial position as of June 30, 2019. During the preparation of our interim condensed consolidated financial statements as of March 31, 2019 and for the nine month periods ended March 31, 2020 and 2019, we and our independent registered public accounting firm again identified material weaknesses in our internal control over financial reporting related to our estimate of renewable revenue and related provision, and related tax effects, for Etelequote Limited for the nine month period ended March 31, 2019. Specifically, corporate financial management review controls failed in estimating Etelequote Limited renewable receivable revenue, which is complex and requires a high level of judgment under IFRS 15. As a result of our management review controls failure, we recorded adjustments of $7.0 million (before tax), increasing our estimated renewable receivable revenue in the statement of profit or loss and other comprehensive income (included in Net income for the period, discontinued operations, net of tax) for the nine month period ended March 31, 2019 and renewable receivable in the statement of financial position as of March 31, 2019.

See “Risk Factors—Risks Related to our Business—If we are unable to implement and maintain effective internal control over financial reporting, our results of operations and the price of our common shares could be adversely affected.”

We cannot assure you that the measures we have taken to date, and actions we may take in the future, will prevent potential future material weaknesses. In addition, neither our management nor an independent registered public accounting firm has performed an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act because no such evaluation has been required to date. If we identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, we may not be able to accurately or timely report our financial results, and our operating results, investor confidence in our company and the market price of our shares may be adversely affected.

Recently adopted accounting standards

See Notes 3.9 and 3.9.1 to our audited consolidated financial statements included elsewhere in this prospectus for information relating to our adoption of IFRS 15, Revenue from Contract with Customers.

See Note 3.5.1 to our audited consolidated financial statements included elsewhere in this prospectus for information relating to our adoption of IFRS 9, Financial Instruments.

See Notes 3.2 and 6.2 to our audited consolidated financial statements included elsewhere in this prospectus for information relating to our adoption of IFRS 16, Leases.

Accounting standards, interpretations and amendments not yet effective

See Note 3 to our unaudited condensed consolidated interim financial statements included elsewhere in this prospectus for recently adopted issued accounting standards, interpretations and amendments not yet effective as of the date of this prospectus.

JOBS Act Transition Period

In April 2012, the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") was enacted. The JOBS Act contains provisions that, among other things, reduce certain reporting requirements for an "emerging growth company" (an "EGC") as defined in the JOBS Act.

In addition, we are in the process of evaluating the benefits of relying on the other exemptions and reduced reporting requirements provided by the JOBS Act. Subject to certain conditions set forth in the JOBS Act, if we choose to rely on such exemptions, for so long as we remain an EGC, we will not be required to, among other things:

- provide an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act of 2002;
- provide all of the compensation disclosure that is required of a company that does not qualify as an EGC; and
- comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements.

We would cease to be an EGC upon the earliest to occur of: the last day of the fiscal year in which we have $1.07 billion or more in annual revenue; the date we qualify as a "large accelerated filer" with at least $700 million of equity securities held by non-affiliates; the issuance, in any three-year period, by us of more than $1.0 billion in non-convertible debt securities; and the last day of the fiscal year ending after the fifth anniversary of this offering.

BUSINESS

Overview

IBEX is a leading global customer experience ("CX") company delivering solutions to help the world's preeminent brands more effectively engage with their customers.

The outsourced industry is undergoing a paradigm shift with blue chip companies in traditional industries pivoting toward digitally-enabled marketplaces and increasingly digitally-native consumers. Companies are reacting to this shifting landscape with a relentless focus on CX and customer lifetime value ("LTV"). They are beginning to view their customer contact center providers as essential partners and extensions of their brand rather than cost centers that manage customer interaction. We define this new model and vantage point as "BPO 2.0" and believe that our differentiated suite of services and organizational characteristics uniquely position us to lead in this market, including:

- services that span the full customer lifecycle, ranging from customer acquisition to customer engagement to managing and measuring the customer experience;
- technology tools that enhance ambassador performance and drive unique client insights;
- multiple channels of engagement, ranging from voice to fast-growing digital channels such as chat and email;
- differentiated global delivery centers, where we have been successful in offering clients lower costs while maintaining high levels of quality; and,
- unique, highly engaged culture that is overseen by a highly experienced management team that is flexible and moves at the speed of the client.

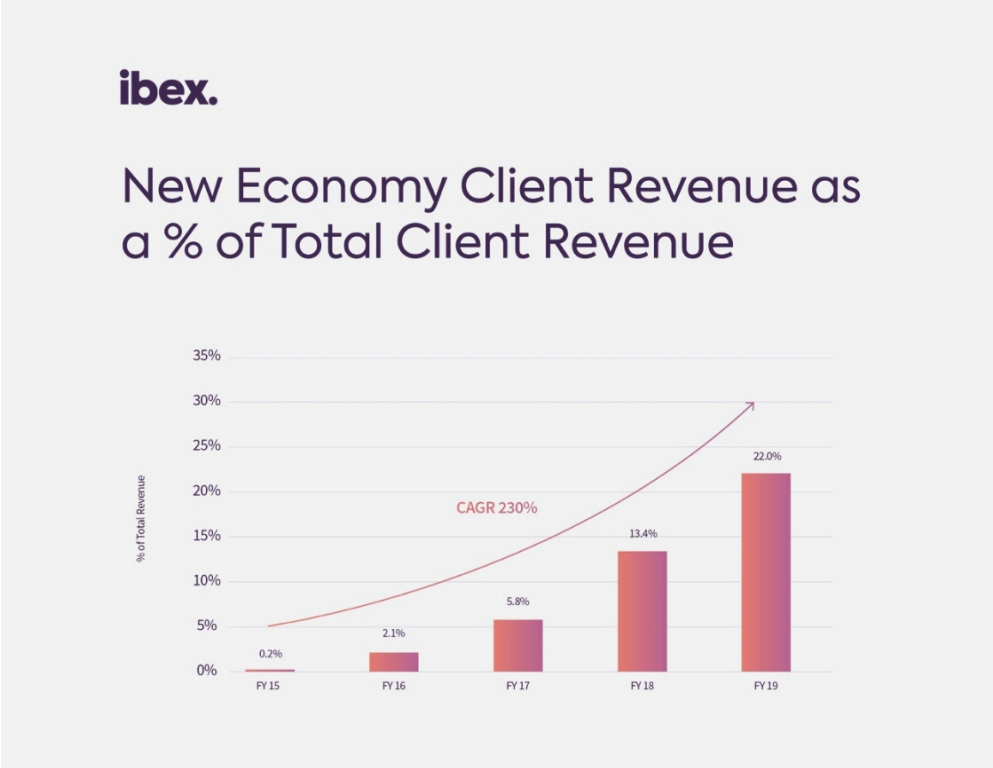
This marketplace driven shift to BPO 2.0 has been critical in our success, as we are well positioned on the leading edge which is demonstrated by our above-average revenue growth rates and success with both new economy and traditional blue chip branded clients. Our "New Economy" business, where we work with the faster-growing, new economy brands, has grown at a CAGR of 230% for the last four years. We define New Economy clients as those that are experiencing high degrees of top-line growth which, in turn, drives significant increases in such companies' volume requirements for customer care BPO solutions. Between fiscal year 2015 and 2019, this category grew from 0.2% to 22.0% of our revenue. We have also been able to win blue chip brands that are looking for providers with a more innovative and outcome-oriented focus on customer engagement. Our work with New Economy clients has resulted in a rapid expansion of our non-voice solutions where we engage our client's customers through means, such as chat and email. Our revenue from non-voice channels has similarly grown at a rapid CAGR of 55% over the last four years.

Through our integrated Customer Lifecycle Experience ("CLX") platform, we provide solutions that span the entire customer lifecycle and range from broad-based integrated offerings to more customized solutions focused on specific client needs. Our top ten clients use an average of more than five services across our CLX platform.

Our CLX Suite of Solutions		
Digital (Digital Marketing) ***"Add customers."***	**Connect (Customer Engagement)** ***"Engage customers."***	**CX (Feedback Analytics)** ***"Grow relationships."***
Digital Marketing	Customer Service	Multi-Channel Digital Surveys
Lead Generation	Billing Support	Real-Time Issue Resolution
Online Sales	Technical Support	Analytics & Business Intelligence
Optimization	Up-Sell/Cross-Sell Retention / Renewals	Text / Sentiment Analytics
Lead Conversion	Win-backs	

During the fiscal year 2019, we managed approximately 138 million interactions with consumers on behalf of our clients through an omni-channel approach, using voice, web, chat and email. While traditional channels (voice) still account for a majority of our revenue, our revenue from non-voice channels (web, chat and email) increased from $33.3 million in the nine months ended March 31, 2019 to $51.4 million in the nine months ended March 31, 2020, and increased from $8.1 million in the fiscal year ended June 30, 2015 to $46.9 million in the fiscal year ended June 30, 2019. Non-voice revenue as a percentage of total revenue increased from 13.6% in the quarter ended March 31, 2019 to 16.8% in the quarter ended March 31, 2020, 11.9% in the nine months ended March 31, 2019 to 16.9% in the nine months ended March 31, 2020, and increased from 2.9% in the fiscal year ended June 30, 2015 to 12.7% in the fiscal year ended June 30, 2019. During the nine months ended March 31, 2020 and 2019, 76.0% and 48.6%, respectively, and during the fiscal years ended June 30, 2019 and 2018, 56.5% and 32.6%, respectively, of our revenue growth was attributable to the expansion of our non-voice business. The growth of our non-voice business has a positive impact on our profitability because our non-voice business has a higher workstation capacity utilization. In addition, ambassador attrition rate has been lower for our non-voice business, which saves us significant costs associated with hiring and training.

Our clients fit primarily within two categories. The first category is made up of mostly Fortune 500 brands, across a broad range of industries that have large customer bases and rely on outsourced providers to maximize customer retention and improve customer expansion. We refer to these clients as “blue chip” companies. Increasingly, clients in this category look to us as a nimble provider offering differentiated services as they face challenges in the wake of digital disruption. We apply our execution expertise and end-to-end CLX technology suite to enable these clients to adapt in a changing environment that requires a different type of customer experience for digital-native consumers. The second category of clients we serve are digitally-driven “disruptors.” We refer to these clients as the “New Economy” companies. They tend to be faster-growing brands in high-growth industry verticals, such as (but not limited to) technology, e-commerce and consumer services. Our New Economy business is designed to meet these needs for new economy verticals and high-growth requirements, with a focus on launch, speed-to-performance and scale. While many of these New Economy clients are smaller, fast growing companies, there are several Fortune 500 companies within that group, such as Amazon and one of the leading ride-sharing companies in the United States. The success of our New Economy initiative with high-growth technology, e-commerce and consumer services clients is a key driver in the increase of our revenue from non-voice channels, and, as a result, has a positive effect on our profitability. Between fiscal year 2015 and fiscal year 2019, our revenue attributable to the high-growth New Economy business vertical increased at a 230% CAGR. In the nine months ended March 31, 2020, we derived $83.5 million, or 27.4%, of our revenue up from $58.0 million, or 20.7%, of our revenue in the nine months ended March 31, 2019 from our New Economy clients. In the quarter ended March 31, 2020, and March 31, 2019 we derived 28.6% and 24.3% of our revenue, respectively, from our New Economy clients. In fiscal year 2019, we derived $81.2 million, or 22.0% of our revenue, up from $45.9 million, or 13.4%, of our revenue in fiscal year 2018 and $0.7 million, or 0.2% of our revenue, in fiscal year 2015 from our New Economy clients. During the nine months ended March 31, 2020 and 2019, 100% and 100%, respectively, of our revenue growth was attributable to the expansion of our New Economy business vertical. During the fiscal years ended June 30, 2019 and 2018, 100% and 90%, respectively, of our revenue growth was attributable to the expansion of our New Economy business vertical. While most other client segments operate under economics typical of the outsourced customer care industry, the success of our New Economy business vertical is a result of differentiating factors such as its growth trajectory, its contribution to profitability and the greater propensity for these clients to leverage digital forms of service delivery.



Our delivery centers are strategically located in labor markets with relatively low levels of resource competition, which enables us to attract, hire and retain a highly engaged, well trained and motivated workforce, resulting in high levels of client satisfaction. In recent years, we have opened all of our new delivery centers in lower-cost markets outside the United States, such as the Philippines, Jamaica and Nicaragua, where we have been successful in offering our clients a lower cost base while maintaining high levels of quality. We believe that a key factor in our success has been our development of a unique ibex brand within these labor markets, where we have an attractive work culture, evidenced by multiple awards. We operate and staff our delivery centers in line with global health standards including appropriate social distancing, and complement these centers with a highly developed work-at-home program. In addition, a large portion of our services have been classified by the local authorities as essential in nature, allowing for the continued operation of those facilities through any lockdowns, and wherever appropriate and permitted by our clients, we have shifted any remaining work to a work-at-home platform.

We believe we have successfully taken share in the market and, as such, have maintained a growth trajectory that is in excess of the broader industry. As an example, of our top 10 clients, four have been onboarded since the beginning of fiscal year 2017. Of those four, we are providing an average of more than four services, which have been delivered across more than two major geographies (e.g., United States, Metro Philippines, Provincial Philippines, Jamaica, Nicaragua, Pakistan, and Senegal). A typical initial client launch involves providing a single solution from a single site and, therefore, we believe that our growth has been the result of excellent service delivery. It is our overall thesis that being awarded multiple services across several geographies serves as a proxy for our trusted client relationships and the value clients recognize in our offerings. We operate in 2.3 geographies on average for our top ten clients. Furthermore, our profitability has increased at a rate significantly higher than our revenue growth. For the nine months ended March 31, 2020, our revenue was $304.3 million, our net income was $11.6 million, our net income, continuing operations, was $11.6 million and our Adjusted EBITDA from continuing operations was $40.6 million. For the nine months ended March 31, 2019, our revenue was $280.5 million, our net income was $11.2 million, our net income, continuing operations, was $0.1 million, and our Adjusted EBITDA from

continuing operations was $28.9 million. For the fiscal year ended June 30, 2019, our revenue was $368.4 million, our net income was $11.0 million, our net loss, continuing operations, was $4.5 million, and our Adjusted EBITDA from continuing operations was $36.3 million. For the fiscal year ended June 30, 2018, our revenue was $342.2 million, our net loss was $15.9 million, our net loss, continuing operations, was $20.8 million and our Adjusted EBITDA from continuing operations was $4.3 million. See “Reconciliation of Adjusted EBITDA from Continuing Operations from Net (Loss)/Income” on page 99.

Our results of operations for the nine months ended March 31, 2020 and 2019, and the fiscal year ended June 30, 2019 reflect the impact of our adoption, effective July 1, 2018, of IFRS 15, Revenue from Contracts with Customers, and IFRS 16, Leases. Our financial position at June 30, 2019 and our results of operations for the fiscal years ended June 30, 2019 and 2018 reflect our disposition of Etelequote Limited to our parent company, The Resource Group International Limited, on June 26, 2019 and its treatment as a discontinued operation. . Our results of operations for the nine months ended March 31, 2020 and 2019, and the fiscal year ended June 30, 2019 reflect the impact of our adoption, effective July 1, 2018, of IFRS 15, *Revenue from Contracts with Customers*, and IFRS 16, *Leases*. IFRS 15 has been implemented using the cumulative effect method, and IFRS 16 using the modified retrospective approach. As a consequence, comparative amounts for the fiscal year ended June 30, 2018 are not restated to reflect the adoption of IFRS 15 and IFRS 16 but instead continue to reflect our accounting policies under IAS 18, *Revenue*, and IAS 17, *Leases*. For additional detail on the impact of the adoption of IFRS 15 and IFRS 16 and the treatment of Etelequote Limited as a discontinued operation and their impact on the comparability of our financial position at June 30, 2019 and 2018 and our results of operations for the years then ended, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Comparability of Financial Position and Results of Operations.” For more information about our disposition of Etelequote Limited, refer to Note 30.3 to our audited consolidated financial statements included elsewhere in this prospectus.

Market Opportunity

We estimate that the total current addressable market for our suite of CLX solutions is well over $100 billion, and is comprised of the following areas of opportunity:

- *Customer Engagement (ibex Connect)* – The largest portion of our addressable market is the customer care segment within the Business Process Outsourcing (“BPO”) industry, which makes up the largest portion of our revenue. International Data Corporation (“IDC”), a leading information technology research firm, estimates that the worldwide business process outsourcing services revenue in 2020 was $203.3 billion and expected to grow to $231 billion in 2024. Within this market, the customer care segment is the largest horizontal market, with approximately $77 billion of revenues in 2020 and expected to grow at a CAGR of 3.6% to $88.6 billion in revenues by 2024. Within the United States, customer care BPO spend accounted for $45 billion in 2020 and is expected to grow to $51.6 billion by 2024.
- *Customer Acquisition (ibex Digital)* – Our customer acquisition solution is enabled primarily by digital marketing which is one of the fastest growing segments of the media advertising industry. According to eMarketer, a leading market research company, digital marketing will make up 43% of all advertising spending in 2020. A significant portion of this fast-growing market consists of outsourced customer acquisition specialists, who have primarily adopted a pay-for-performance business model in which advertisers only compensate marketers once a target consumer has taken a particular action, such as filling out an information form or completing a purchase of a product or service. Also according to eMarketer, in 2020 $28 billion is expected to be spent annually on paid search in North America, our primary digital marketing channel. The market is projected to continue to grow in the near term and is rapidly evolving due to increased expectations for BPO vendors to innovate and constantly improve service quality.
- *Customer Experience Management and Analytics (ibex CX)* – With unprecedented access to technology, data and choices, consumers have elevated expectations about being heard, as well as how companies take action and respond in real time. As consumers gravitate toward digital channels (websites, mobile and social media), enterprises are seeking more technologically advanced solutions to collect data in real time and harness insights yielded by advanced analytics performed on those data to provide customized customer experiences.

Markets and Markets, a leading B2B market research firm, estimates that the global customer experience management market will grow at a 13.3% CAGR, from $7.8 billion in 2019 to over $14.5 billion in 2023, with North America representing approximately $2.9 billion of market share in 2019. Similarly, Market Research Future estimates that the global market for customer experience analytics will increase to $12 billion by 2023.

Key Market Trends

A number of trends are driving growth and transformation in the outsourced customer interactions market. Historically, the industry was premised on labor arbitrage and cost. Offshoring of work to markets like India and the Philippines was driven primarily by the cost advantages those markets provided. However, the outsourced industry is undergoing a paradigm shift with blue chip clients pivoting toward technology-enabled marketplaces supporting an increasingly digitally-native consumer base. Companies are reacting to this shifting landscape with a relentless focus on CX and customer LTV. They view their customer contact center providers as essential partners and an extension of their brand rather than a cost center to manage customer interaction. In addition to clients in mature industries, emerging industries in the technology and consumer services sectors are changing the mix of solutions, channels and delivery locations. We believe that participants that offer a flexible, technology-oriented, and integrated solution will be best positioned to address the following key industry trends:

The Primacy of Customer Experience (CX)

- *A Dramatic Prioritization of CX* – As brands recognize that digital feedback mechanisms, such as social media, can rapidly impact brand perception in a positive or negative manner, the importance of delivering an exceptional customer experience has become a top priority for companies.
- *Consumer Centricity & Customer Lifetime Value (LTV)* – Customer expectations and behaviors are changing dramatically. Enabled by immediate feedback channels, consumers expect that enterprises will meet their needs and preferences instantaneously in return for brand loyalty and greater share of customer spend. Accordingly, enterprises and brands are more focused on understanding their consumers' needs and developing business models that hinge on maximizing customer lifetime value. In turn, they are demanding outsourced customer engagement partners that can deliver customer-centric solutions in an omni-channel manner that maximizes customer retention.

Evolution of Client Needs

- *Outsourcing Across the Operational Value Chain* – Enterprises are more frequently relying on outsourced providers to address their needs across the entire customer lifecycle. Many companies, especially in the healthcare, financial services, and utilities space, are beginning to increasingly rely on the expertise of external vendors to deliver cost savings, ensure compliance, drive performance enhancements, and offer technology suites that serve to improve overall CX while allowing the brand to focus on their core products and competencies. Mature companies seek to digitally transform their current operations to meet the demands of the digital economy and diversify their capabilities. Companies in emerging sectors outsource due to their limited experience and/or resources to manage increasing volumes of customer interactions, and in order to drive new customer demand, scale operations, optimize costs, protect their brand investment, and accelerate profitability.
- *Rise of Omni-Channel to Drive Consumer Centricity* − Customer expectations and behaviors are changing dramatically with the evolution of technology such as smart phones, tablets and social media. This has accelerated the speed of consumer interaction with the brands. Consumers expect the brands to meet their needs and preferences instantaneously in return for brand loyalty and a greater share of customer spend. To address this trend, brands are focused on providing a seamless experience via integration of all contact channels (chat, email, SMS, voice, etc.) to deliver customer-centric solutions in an omni-channel manner that maximize customer lifetime value.
- *Seeking Integrated End-to-End Partners* – We believe clients are increasingly looking to utilize outsourcing partners who can provide unified solutions for a variety of touchpoints along the customer interaction value

chain, from digital marketing to customer sales and support to CX and surveys. Vendors with integrated offerings will command a larger share of wallet from their clients, drive a great degree of insight and performance, and become more 'sticky' with their clients for longer-lasting relationships.

- *Bestshore Flexible Delivery Model* – Clients are increasingly differentiating between providers based on their ability to provide a flexible, turnkey delivery model that can offer a mix of onshore, nearshore, offshore, and remote working capabilities. In light of recent global events, clients have indicated a heightened importance on the ability of providers to shift their delivery rapidly between various location models.
- *Data Protection & Security* − With the rise of the digital economy has come a rise in both the concern toward, and vulnerability of, consumer data. Both mature and new economy brands are placing a higher degree of focus on the technology that underpins the data security & fraud systems deployed by their partners; having an advanced and secure system architecture along with data center redundancy and advanced security technologies are becoming increasingly important, understanding that any security breach can result in a devastating impact to a client's brand and a consumer's loyalty.

Impact of Technology, Automation, & Artificial Intelligence ("AI")

- *Data and Analytics* − Enterprises are increasingly demanding that their providers of customer interaction solutions integrate data analysis & insight into their core service offerings, in order to drive continuous performance and superior outcomes. These business intelligence tools can yield actionable insights across every customer touchpoint enabling clients to address customer issues in real time. We expect that investments in automation, digitization and machine learning will be key drivers in the industry as clients seek to adopt more technology-rich ways of servicing their customers.
- *Artificial Intelligence to Enhance Service Delivery* − With the increasing applicability of AI in enhancing business processes, the customer care industry is starting to integrate AI into its range of solutions.

Favorable Emerging Market / Client Trends

- *Integrated Technology Solutions for Mature Sectors* – Fortune 500 companies that historically utilized traditional live-agent, voice-based services are now integrating new technology-enabled solutions that include multi-channel delivery, self-serve options and automation. Such solutions allow them to achieve greater operational flexibility and innovate their service offerings.
- *Solutions Catered to High-Growth Sectors* – The challenges that new economy "disruptors" face consist largely of managing high growth within their customer base, while simultaneously maintaining a high-quality customer experience. In contrast to mature business models, new economy companies have generally not focused on developing large-scale insourced customer operations; therefore, they rely on external partners that can deliver customer service, engagement and support while maintaining the quality of their brands. Most of these companies source their customer interaction needs from lower-cost locations outside their home markets.

Underpinning our CLX solutions is our ability to leverage technology to help clients drive insights and manage interactions across the customer journey. Over the past five years, we have invested significant resources into building and deploying proprietary technology, focusing on next-generation software deployed across the full customer lifecycle journey, driving revenue growth, productivity improvements, experience enhancement and competitive differentiation. Our technology efforts are led by ibex Wave X, which is staffed by a team of 400 developers, with expertise in major platform integration, and a 16-year legacy of value creation and outcome-oriented technology development.

We believe that we have built an industry-leading, comprehensive suite of software products and applications, deployed at enterprise scale across multiple industries along the full consumer lifecycle.

In particular, we have integrated AI functionality into multiple portions of our CLX solution suite. In our core Customer Engagement offering, we deploy third party technologies such as such as Afiniti, CallMiner, and Cogito that enhance

customer interaction. For our Customer Acquisition offering, we have developed a technology called Adcast AI that uses AI to better match our search engine keyword bidding with our available call center capacity. Our technology innovations ensure that we are at the forefront of our industry in employing digital solutions on behalf of our customers. Across all three of our solutions areas (ibex Digital, ibex Connect and ibex CX), the portion of our revenue from digital services (i.e., digital support, including omni-channel and other digital services) comprises 30% and 28% of total revenue for the nine months ended March 31, 2020 and 2019, respectively.

Additionally, our business is highly data intensive, and as a result, we have collected datasets from more than 654 million customer interactions since 2013. We overlay our proprietary datasets with third-party data and other available data to derive insights into customer behaviors and preferences, which in turn optimizes our solutions and enables enhanced delivery of our services.

ibex Wave X is working to transform and augment the customer lifecycle through the use of embedded AI & Analytics across every customer touchpoint.

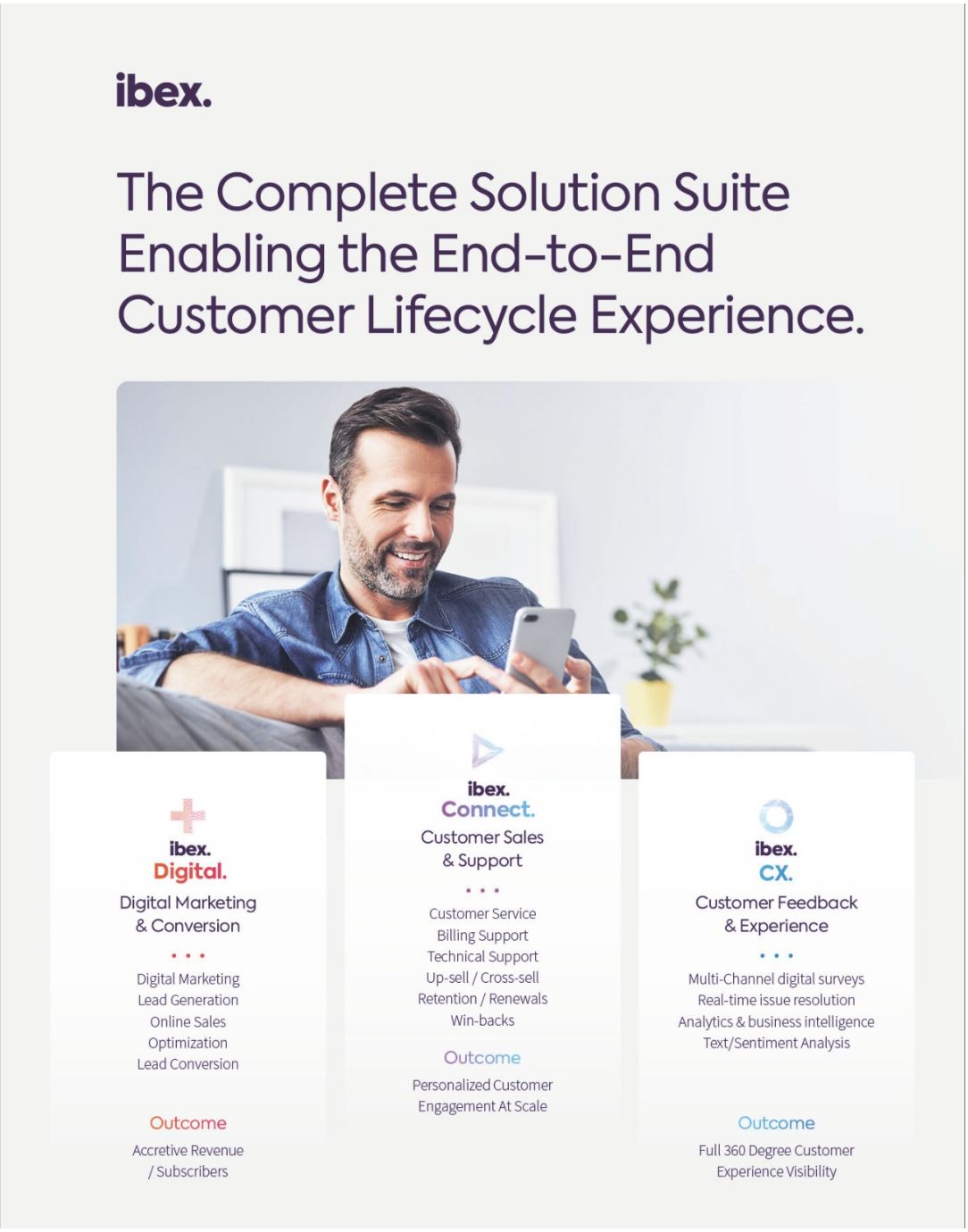
Our Solutions

We work closely with our clients to optimize and accelerate every customer interaction. We offer technology-centric solutions through our integrated customer lifecycle experience (CLX) platform. Our solutions offer a variety of performance-enhancing and risk-mitigating capabilities, to help our clients protect and enhance their brands, grow and retain their customer bases, and maximize customer lifetime value. Our comprehensive offering of customizable solutions drives deep customer integration and long-term trusted relationships with our clients. Our solutions can be procured on a stand-alone, point solution basis, or in an integrated manner covering multiple stages across the customer lifecycle journey.

Our vertical industry expertise in telecommunications, technology, cable / broadband, high-growth technology, healthcare and financial services allows us to adapt our services and solutions for our clients, further embedding us into their value chain while delivering impactful business results.

We believe that we have a strong track record of offering flexible pricing models for our solution offering ranging from fixed pricing to outcome-based pricing if certain performance indicators are achieved. We believe that new contracts will increasingly be based on such outcome-based pricing and similar hybrid pricing models, as a means of making services more transparent. We believe that our flexible pricing models allow us to maximize our revenues in a price competitive environment while maintaining the high quality of our CLX services.

We provide our services across the following three phases of the customer lifecycle experience:



Customer Acquisition (ibex Digital)

ibex.

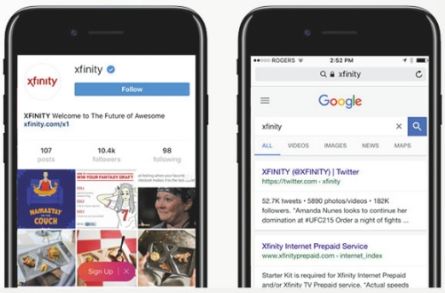
Digital.

Digital Marketing & Conversion

Target.

Multichannel Digital Lead & Prospect Sourcing

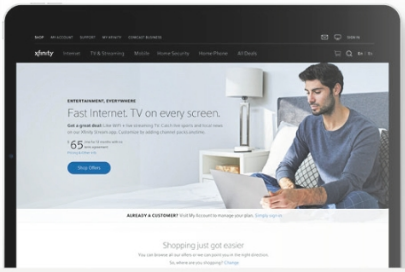
Paid Search
Organic Search
Leads from 3rd party providers



Convert.

Click & Call Conversion.

Convert customers via websites or our professionally trained sales experts



Gain.

Revenue Generation

Client pays on performance or agency basis

In our Customer Acquisition solution, we work with consumer-facing businesses to drive online customer demand. We offer Search, Social, & Display advertising capabilities, helping our clients promote brand awareness and drive high-volume, low-churn new customer conversion. With proprietary algorithms that strategically target high-value customers and seamlessly optimize ad bidding and deployment, ibex Digital is capable of reducing a client's customer acquisition costs. Additionally, ibex Digital can also seamlessly transition customers from client-to-call, where the initial interest is driven digitally, and the conversation is closed at an ibex call center with a trained sales agent. We are typically compensated by our clients on a pay-per-performance basis, where we earn a commission upon the successful addition of a new customer.

Acquisition Cycle – Most of our Customer Acquisition solutions involve two steps: (a) generating or purchasing a lead or a prospect, and (b) converting that lead or prospect into a customer, most frequently through a voice-based channel.

- *Lead or Prospect Sourcing* – We source leads or prospects for our acquisition solutions either through digital marketing activity, which includes paid search and search engine optimization, or through the purchase of leads from third parties.
- *Paid Search* – We rely on paid search for our internal lead generation, which is also known as search engine marketing. This portion of our digital marketing activity involves the creation and management of a web sales portal bearing the client's brand, to which we drive consumers through fixed and mobile paid search advertising with providers such as Google, Yahoo! and Bing. Our proprietary technology platform determines the optimal price to pay for keyword-based advertising to ensure cost-effective search engine placement that attracts interested consumers. This platform also bases its bidding on availability of appropriate delivery center ambassadors to convert any leads generated into buyers. We use our SEM-based lead generation primarily to generate customers for our clients in the cable and telecommunications sectors.
- *Organic Search* – We also generate leads for our acquisition solution based on organic search, which is also known as search engine optimization. This portion of our digital marketing activity involves the creation and management of web portals that feature prominently in a consumer's relevance-based search results in response to a web search. Visitors to these web properties effectively become leads that we subsequently contact in order to convert into a sale.
- *Purchase of Leads from Third Party Providers* – In addition to internally generating leads and prospects of interested consumers, we also purchase leads and prospects from third party providers. Such prospects can be in the form of inbound calls, where we receive a call transferred from a lead provider that generates relevant prospects for its own business and seeks to monetize further that lead by cross-selling it to us. We also receive leads in the form of contact details of interested prospects that indicated interest to a lead provider through an online web property, whom we subsequently seek to convert via an outbound phone call.
- *Conversion of Leads to Sales* – The final step in our Customer Acquisition solutions is our conversion of leads or prospects, whether generated internally or externally, into customers for our clients. We do so primarily through phone interaction with sales ambassadors at our delivery centers. Occasionally, those prospects may become customers of our clients directly through our website without any agent involvement.

Use of Proprietary Algorithms Across our Platform – In our Customer Acquisition solutions, we employ our proprietary algorithms across our platforms to manage all aspects of the marketing function, ranging from setting the amount of our bid for advertising in response to a given search term to managing the underlying website and its associated analytics. We maintain proprietary databases on the performance characteristics of over 5 million search terms (and 26 million unique keyword and bid type combinations) across U.S. zip codes, which we have developed over seven years. The analytics we perform using those data allow us to make cost effective purchases of key search terms. We apply machine learning to identify high-quality leads, which ultimately improves the conversion of those leads into sales. We manage our websites in a dynamic manner, where the website content changes based on the characteristics of the visitor. Our websites also have a high level of integration with our clients as well as with external databases.

For more detailed discussion of the technology used in our Customer Acquisition solutions, see “Technology Solutions.”

Delivery Model − As of March 31, 2020, we operated three acquisition-focused delivery centers. We operated two delivery centers in Pakistan and one in Jamaica, which are focused on customer acquisition on behalf of our clients in the cable and telecommunications industries. As of March 31, 2020, the number of ambassadors dedicated to customer acquisition was 336.

Revenue Model – In our Customer Acquisition segment, we are typically compensated by our clients on a pay-for-performance basis where we earn a commission upon the successful addition of a new customer. Within digital acquisition, to a lesser extent we also provide sales-based delivery center services to convert leads provided by the client into new customers, for which we are typically compensated on a fixed hourly basis.

Customer Engagement (ibex Connect)

ibex Connect

Our Customer Engagement solution is the core of our CLX platform and generates the majority of our revenue. This solution is comprised of customer service (assisting customers with information about our clients' and their products or services), technical support (providing specialized teams to provide information, assistance and technical guidance to our clients' customers on a specific product or service) and other value-added outsourced back office services (finance and accounting, marketing support, sales operations, and human resources administration). We deliver this solution through our omni-channel platform, which integrates voice, email, chat, SMS, social media and other communication applications. For more detailed discussion of the technology used in our in Customer Engagement solutions, see "Technology Solutions".

Our Customer Engagement solutions are priced either on a per-unit of time or a per-interaction basis. Of the cumulative volume of customer interactions between 2013 and 2019 that occur in our Customer Engagement solutions, over 85% represent the interactions originating from inbound consumer inquiries.

Our suite of Customer Engagement solutions are made up primarily of the following categories:

- *Customer Service* – This solution is the main interface between our clients and their customers. This solution category is about our clients' management of their customer relationships, and represents for our clients the most important source of information about their customers' perceptions and experience. In this service, we provide information about our clients' products and services to their customers and handle inbound and outbound contacts relating to suggestions, requests and claims about products, billing inquiries, services and processes. A large portion of this solution relates to billing inquiries and general product and service information.
- *Technical Support* – We deploy specialized teams that are available to our clients to provide information, assistance and technical guidance to our clients' customers on a specific product or service. Our technical support capabilities include helpdesk services, early stage issue resolution, known as Level I support, as well as Level II technical support for more advanced issues.
- *Sales, Retention & Winback* – We combine our traditional BPO solutions with our sales and acquisition-oriented delivery center capability to allow our existing clients to further mine their current customer bases. Such solutions include cross-selling and up-selling our clients' products and services, maximizing customer retention and winning back customers that have transitioned away from our clients. Each of these functions requires our ambassadors to demonstrate a combination of customer empathy and product knowledge, together with the ability to make a sale on behalf of the client. The clients within this category of solutions are primarily in the telecommunications, cable/broadband and technology industries.

Our Customer Engagement solutions require a robust technology infrastructure overlay. Each of our client programs is operated using a Customer Relationship Management ("CRM") ambassador application, which guides ambassadors through the relevant call script, provides an interface to input customer-specific data to the client, captures other relevant call and program-related information and provides program reporting to the client. Certain clients provide their own CRM ambassador application; in other cases we customize our proprietary portal for that client program. Other technology tools relevant to the above services include call recording platforms, workforce management software and quality management tools, as described in more detail under "Technology Solutions" below. In addition to these essential tools, we believe we have an advanced technology capability that is developing the next generation of tools that will provide us with a highly competitive edge in our Customer Engagement capabilities.

Delivery Model –As of March 31, 2020, we operated 27 Customer Engagement focused delivery centers located in the United States and the United Kingdom (ten sites), Pakistan (four sites), the Philippines (seven sites), Nicaragua

(two sites), Jamaica (three sites) and Senegal (one site). As of March 31, 2020, 17,985 ambassadors were dedicated to our Customer Engagement solution, with 2,850 ambassadors in the United States, 3,556 in Pakistan, 6,826 in the Philippines, 1,212 in Nicaragua, 3,430 in Jamaica and 111 in Senegal.

Revenue Model – Client pricing for our Customer Engagement solution has traditionally been structured on a per ambassador staffed hour, per-minute of talk and call wrap time or a per call/contact/email basis. Historically we have had a majority of our contracts on a per-hour or per-minute basis. With the growth of new clients, including New Economy clients and restructuring several key contract with existing clients, our business is increasingly evolving toward a per ambassador staffed hour basis for customer service and technical support solutions, and toward pricing structures that include performance-based components based upon achieving agreed upon performance targets. The per ambassador staffed hour model framework shifts the risk associated with call volume volatility and arrival pattern away from the service provider and to the client and results in more consistent profitability due to a less volatile ambassador billable to ambassador payroll percentage.

Customer Experience and Analytics (ibex CX)

ibex.

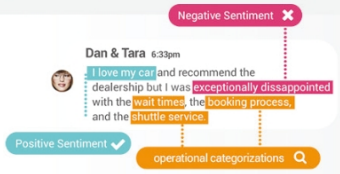
CX.

Transformative brand experiences.

Listen.

Omnichannel Customer Feedback

Deliver beautiful, branded surveys across any digital channel.



Intelligent Sentiment Analytics

Real-time text and sentiment analysis for all incoming feedback channels.

Empower.

Real-Time Issue Resolution

Act upon any negative customer sentiment across any channel.

Persistent Business Intelligence

Dynamic data visualizations and real-time reporting to ensure your brand gets a full, accurate, and strategic picture of true customer satisfaction & delight.

Enhance.

Fortify Brand Perception & Loyalty

- Improve customer value
- Increase ROI
- Strengthen customer longevitiy

ibex CX

In our Customer Experience solution, we offer a comprehensive suite of proprietary software tools to measure, monitor and manage our clients' customer experience, as well as a set of analytics capabilities that interpret data generated by our interactions and deliver recommendations to the benefit of their operations and brand. By applying these tools, we enable our clients to improve retention of their customers, identify and manage service issues in real time, predict future behavior and enhance overall customer satisfaction. Our platform includes management of omni-channel surveys, interactive artificial intelligence, text analytics and sentiment analysis, a business intelligence suite, and case management capabilities. Given the significant preponderance of voice interactions within our solutions, we utilize technologies such as speech-to-text to deploy the above analytic tools. For more detailed discussion of the technology used in our Customer Experience solutions, see "Technology and Infrastructure."

As enterprises continue to emphasize customer experience as a key competitive differentiator, we believe that our offering of such a product, whether bundled with our other CLX solutions or sold on a standalone basis, places us in a differentiated position relative to our competitors. We believe that many of our existing and potential clients have yet to invest in a software platform to manage their customer experience.

Delivery Model – We primarily deliver our Customer Experience technology solutions to our clients using a primarily cloud-based delivery model. Our Analytics solution is an add-on solution, which includes technology such as omni-channel speech analytics utilizing AI along with business analysts who provide various insights.

Revenue Model – We currently offer our Customer Experience solutions under multiple options, including a recurring license fee where we charge the client on a "software as a service" basis that reflects usage of the product at the client's location and a per survey model. In addition, we may charge a set-up fee to customize the solution for our client's specific needs as well as a usage fee (i.e., per survey). Our Analytics solution is offered as a professional services contract with technology hosting fees or bundled into per contact or per survey fee.

Underpinning our end-to-end CLX solutions is our ability to leverage technology to help clients drive insights and manage interactions across the customer journey. Over the past five years, we have invested significant resources into building and deploying proprietary technology, focusing on next-generation software deployed across the full customer lifecycle journey, driving revenue growth, productivity improvements, experience enhancement and competitive differentiation. Our technology efforts are led by ibex Wave X, which is staffed by a team of 400 developers, with expertise in major platform integration, and a 16-year legacy of value creation and outcome-oriented technology development.

We believe that we have built an industry-leading, comprehensive suite of software products and applications, deployed at enterprise scale across multiple industries along the full consumer lifecycle.

Our Strengths

We believe that we have established a leadership position in the CLX solutions market. Whether in mature, high-growth or emerging industries, we are able to provide clients with a compelling value proposition that combines our full spectrum of customer lifecycle solutions with a global delivery model and innovative technology. We believe that the investments we have made have placed us in a strong competitive position with substantial first-mover advantages. Our leadership position is founded on the following key competitive strengths, including:

- *Differentiated as a Nimble, Disruptive Provider* – We believe that we have a distinct organizational culture that embraces technological disruption and is characterized by innovation, speed and structural nimbleness. Our innovative and entrepreneurial culture is a key differentiator and gives us a competitive advantage in delivering high-quality solutions to clients around the globe. With mature clients, this culture plays to our advantage by showcasing the inflexibility of larger incumbents. With high-growth clients, which we refer to as New Economy clients, we believe that our entrepreneurial approach is in line with their own culture.

- *Technology Solutions & Continuous Innovation* – ibex Wave X is the hub of our technology development and innovation effort to drive value-added technology development that improves ambassador interactions, client CX, and overall performance benchmarks. Our CLX platform combines our proprietary technology with our service delivery model to provide our clients with customized solutions at a large scale. We are integrating artificial intelligence into each stage of the customer lifecycle, from customer acquisition, to engagement, to surveys & analytics. Our proprietary technology allows us to provide innovative, automated and customizable solutions to our clients more efficiently than if delivered through a purely service-based delivery model.
- *Provider of Customizable Sets of Customer Lifecycle Experience Solutions* – The customer lifecycle, from acquisition to retention has become more challenging, complex and competitive for enterprises to manage. We designed a differentiated suite of digital and operational solutions that seamlessly manages interactions throughout all phases of the customer lifecycle, across multiple channels, customized to a client's specific needs.
- *Proven Expertise in Mature Industries* – We believe that we have built a deep level of expertise in serving clients in mature industries, including the telecommunications and cable sectors. We believe that we are able to provide value at all stages of the customer lifecycle for these industries, from lowering the cost of customer acquisition to increasing customer lifetime value through improved retention and increased up-sell.
- *World-Class Global Delivery with Nearshore & Offshore Diversification* – Our global delivery model is built on onshore, nearshore and offshore delivery centers, and includes our ability to also support work-at-home capabilities. We seek to operate state-of-the-art 'highly-branded' sites in labor markets that are underpenetrated in order to maintain our competitive advantage, retain our position in those labor markets as an employer of choice and deliver a highly scalable and cost-effective solution to our clients. Our highly-branded centers enable us to create a differentiated connection to our clients' brands and customers. In addition, with a broad network of 27 contact centers spread across multiple geographies, we provide much needed geographic diversity for our clients. In particular, significant investments made in nearshore sites, such as Jamaica and Nicaragua, enable us to offer untapped talent pools for high quality service, proximity to home (US) operations and competitive price points, and often an existing brand affinity. We estimate a 77% CAGR in nearshore revenue for Jamaica and Nicaragua for the four year period from fiscal year ended June 30, 2016 through the fiscal year ending June 30, 2020 and a 21% CAGR in offshore revenue from fiscal year ended June 30, 2018 through June 30, 2020.
- *Innovative and Entrepreneurial Culture* – We believe we have established a strong, unique corporate culture that is critical to our ability to recruit, engage, motivate, manage and retain our talented global workforce of over 22,500 employees. A culture which we actively foster through events including, employee galas, VIP events, talent shows, community outreach to engage, reward, and support our ambassadors. At ibex, we ensure our employees are extensions of our clients' brand identities, delivering passionate and industry-leading results
- *Client Satisfaction and Retention* – Our ability to build deep and trusted relationships with our clients is core to who we are. Since the end of fiscal year 2018, we have successfully retained all of our top 25 clients, which represented over 95% of our revenue in fiscal year 2018. Additionally, we monitor customer satisfaction in the form of a net promoter score (NPS) which is tracked through our ibex annual Client Satisfaction Survey. Based on ibex's 2019 Client Satisfaction Survey, we scored a NPS of 68 which indicates strong, mutually-beneficial relationships with our clients built on the value clients place in our services and solutions and level of service we consistently deliver. We believe that our success with client retention is driven by our ability to perform at or above our client expectations and our competitors as well as our investment in building deep relationships with our clients at multiple levels within their businesses.

Our Growth Strategy

Our goal is to become a key strategic partner to both mature and high-growth companies that require outsourced customer interaction solutions, especially as they seek to address consumers that are increasingly digitally savvy. We have built a platform that we believe is well-positioned for strong, sustainable, long-term growth. Over the last five

years, our revenues have increased at a CAGR of 10.1%, growing from $227.4 million in the fiscal year ended June 30, 2014 to $368.4 million in the fiscal year ended June 30, 2019. This growth rate is significantly greater than that of our constituent markets, especially the BPO industry, which according to IDC, grew at an annualized rate of 2.9% between 2015 and 2020.

Our growth model is designed to deploy a “land and expand” approach by targeting and initiating delivery both with mature, global enterprises as well as relatively younger, high-growth clients, and subsequently expanding our services with these clients. The breadth of our capabilities, our ability to deliver a superior experience to our clients and our global delivery capabilities have allowed us to successfully land new clients and then expand our wallet share with them over time. We believe our growth will be bolstered in the future as clients continue to recognize the benefits of partnering with an end-to-end customer interactions provider, and we are able to cross-sell our broad suite of solutions through our client base. Moreover, the current capacity at our onshore and nearshore delivery centers will be able to support our near-term growth with minimal incremental investment, with future investments in capacity expected to be success-based and in response to growth demands of our business.

Our growth strategy is based on the following key components:

- *Continue Winning Blue Chip Clients* – We’ve been able to win marquee blue chip brands that are looking to transform their customer engagement strategy through a more innovative and outcome-oriented focus. For these customers, our value proposition is primarily focused on acting as a partner to drive digital transformation in their existing operations. The imperative of engaging digitally with a new type of consumer is all the more urgent as these companies increasingly face-off against emerging new economy players. ibex has increasingly gained share in these relationships, often displacing existing incumbent vendor(s).
- *Continue Winning New Clients with New Economy* – Our New Economy initiative combines our Customer Engagement, Customer Acquisition and Customer Experience solutions into an integrated solution set that is focused on the needs of high-growth emerging technology markets. Our success in our New Economy segment can be traced to its inception in 2014, when we began servicing a new client in the emerging technology space. We launched our New Economy initiative in the summer of 2018 to help similar clients attain and support their high-growth objectives. We believe we are among the top tier of providers of outsourced customer interaction solutions that can address the unique needs of such clients. In addition, New Economy customers are generally higher margin as a result of lower customer acquisition costs and a greater portion of non-voice revenue, which is delivered with greater efficiency.
- *Grow Strategic Verticals with Specific Domain Strategies* – Our ibex Financial, ibex Health, and ibex Utilities sub-brands are structured to accelerate growth using a highly targeted and performance-driven approach. Within ibex Financial, we intend to build on recent wins we have had with payments companies. Within ibex Health, we see significant opportunity to provide revenue cycle management as well as medical coding and billing services. Finally, within ibex Utilities, we see the opportunity to acting as the “utility mover” for our clients’, by facilitating our clients’ customers’ moves in the form of targeted offers and services that could be of interest at the time certain customers are undergoing a physical move or changing utility provider.
- *Expand Service & Lines of Business (LOBs) with Current Clients (“Expand”)* – The breadth of our solutions over the full customer lifecycle creates the ability to cross-sell each solution throughout our client base. Our client base has many large, global brands that have multiple lines of business across multiple geographies. Our typical model is to provide a launch in one center with one CLX service such as Customer Engagement. Our goal is then to “expand” with additional CLX services or new geographies where we operate for our clients. We believe that the success of our initial launches has enabled our client teams to broaden our scope of engagement with these clients to include additional solutions within our suite of offerings.
- *Pursue strategic acquisitions* – Our acquisition strategy targets situations in which it is optimal to acquire versus build. It will primarily be focused on adding additional omni-channel capabilities, providing access to new geographies and acquiring technologies that further differentiate our solutions.

By offering technology-enabled customer interactions solutions through our integrated CLX platform, and focusing on our strategies for growth, we believe we are well positioned to compete effectively in the customer engagement marketplace, continue to take market share and capitalize on market growth.

Sales and Marketing

Our sales and marketing teams work closely together to drive awareness and adoption of our CLX platform, accelerate customer acquisition and expand the relationship with our existing customers. We focus on developing long-term relationships with large strategic clients that have needs across the entire CLX lifecycle, and employ a “land and expand” strategy to grow these relationships. Under this strategy, we seek to build the client’s trust through flawless execution on the initial assignment (which is typically for a single solution or geography) and then expand the scope of our engagement with the client into multiple geographies and business lines, which allows us to offer additional CLX solutions. In this manner, the “land and expand” strategy provides opportunities for us to substantially increase our revenues within our existing client base over time.

Our sales and marketing activities are focused on our key market verticals: telecommunications and cable, technology, retail, emerging and high-growth technology, healthcare, financial services and utilities. We have market vertical heads of our key segments, including a market head over our New Economy business vertical. We believe our vertical market focus allows us to provide deep domain expertise and positions us as the best partner to help solve our clients’ unique needs. An essential part of our sales strategy is to focus on ways we can innovate on behalf of our clients, which includes digitization strategies and usage of data, technology, analytics and insights. We are well positioned with the top brands in each of the industry verticals in which we operate, and can leverage domain knowledge and strong client references to generate business with other companies in the same industry vertical.

Our sales are conducted by (a) our client services organization to increase revenues from existing clients, and (b) our new logo organization to land new clients. Their efforts are supported by our marketing organization that manages our brand and conducts marketing and lead generation activities to increase brand awareness through trade shows, industry events, and strategic partnerships with industry analysts.

In our experience, the sales cycle for our solutions range from 30 to 60 days for our target New Economy clients and 12-18 months for our blue chip Fortune 500 clients.

New Logo Organization

As of March 31, 2020, our new logo organization consists of 27 members and we continue to aggressively invest in industry leading client-facing new logo resources. The new logo team’s mission is to sell new services to clients who do not work with us today, by building relationships with the top 8-10 decision makers at each target, executing on vertical plans, so that we are relevant during both the “in” and “out” phases of buying cycles. The new logo organization is supported by a lead generation/research team that aids in continuous communication with the key prospects and do in-depth research on the target companies.

Our new logo organization is made up of teams focused on our key market verticals. We made strategic investments in fiscal year 2019 by hiring general managers in the healthcare, financial services and utilities verticals and promoted a general manager in the New Economy client vertical. As a result, each key vertical is led by a general manager, supported by a dedicated team, focused solely on penetrating and closing business with the top 40 clients in each vertical. The New Economy team is focused on penetrating a broader reach of unicorn and potential unicorn clients in the emerging technology and consumer services sector. We also have strategic relationships with industry advisors / brokers that help open doors based on past relationships, which allows us to extend our reach into our core markets and accelerate introductions.

The sales process for a new client can be short or lengthy depending on the client. Generally, the sales process for our New Economy target clients is 30-60 days, while selling to larger blue chip clients can range as long as

18 months, and usually involves four key steps. Our process typically begins either by our own initiative (out-of-cycle), or in response to an invitation by a client or in response to a specific request for a proposal (in-cycle). In this first phase, a defined need/opportunity is uncovered. The second phase involves mapping our solutions to address the need through a scoping exercise, developing a pertinent solution that meets the need, pricing the proposed solution and developing a ramp/implementation plan to implement the solution. Our recommendation is usually presented electronically and often face to face, either at the target company or at one of our location, especially if we are selected to advance to the next phase of consideration. Upon successful award, we and the prospect move to a negotiation phase; this involves negotiating a master service agreement, as well as the initial statement of work. This third phase also involves detailed planning of the transition of the services as well as the transfer of the knowledge needed to implement the services under such statements of work. The final phase involves commencement of the work and ramping up to meet the agreed upon service levels.

Our new logo organization, often in combination with our client services executives who have an intimate understanding of the client's business and needs, seek to actively identify and target additional cross-sell opportunities across the entire CLX lifecycle. We believe this approach has allowed us to consistently increase our share of our clients' business over the last three years.

New Economy

Through our New Economy offering, we combine Customer Engagement, Customer Acquisition and Customer Experience into an integrated solution set that is focused on the high-growth technology, e-commerce and consumer services markets for new economy clients. We are capitalizing on the growth of companies that have reached or are striving to reach "unicorn" status. We believe that we are a market leader with respect to our ability to drive revenue, scale customer support and provide all-channel customer feedback and analytics with our CLX technology platform.

Growth in our New Economy clients has directly led to our growth in non-voice business. Non-voice business typically is able to drive higher margins as it enables us to drive higher workstation seat turns and often has lower ambassador attrition where attrition drives higher operating cost due to the cost of retraining ambassadors. Our revenue from non-voice business as a percentage of our revenue increased from 2.9% in the fiscal year ended June 30, 2015 to 12.7% in the fiscal year ended June 30, 2019.

Client Services Organization

As of March 31, 2020, our client services organization consisted of 42 individuals who are dedicated to maintaining and expanding our relationships with our existing clients. This organization is focused on:

- Retaining the customer by partnering with internal departments to deliver on the promised service levels and expected outcomes ("earn the right to grow");
- Managing both the client and our internal operational delivery units to meet commitments;
- Knowing the client's business, strategy, pain points and opportunities to innovate with our CLX technology;
- Expanding services across all CLX services to include new lines of business geographies and services, thereby increasing our share of the client's spend on CLX services as well as creating more value for our client – resulting in industry best client retention;
- Building deep client relationships that differentiate us in the market; and
- Assisting the sales and marketing organization in securing new business by illustrating differentiated services that we provide to our existing customers.

The end result is our exceptional client retention rates and significant revenue growth within our embedded client base. In fact, in fiscal year 2019, we had 22 new clients and $15.9 million in revenue versus twelve new clients and $6.6 million in revenue in fiscal year 2018. In certain of these relationships, we expanded from voice to non-voice (i.e., email, chat or SMS) customer care, launched in a new geographies and achieved further organization penetration to deliver additional services.

The client services organization is made up of teams that are organized either around a single large client, depending on size and complexity, or around groups of clients that collectively provide scale to warrant the investment of client services overhead. A majority of the senior leadership of the client services organization is located In the United States and is supported by local team members located closer to the actual service delivery, sometimes in other countries / regions. The members of our client services organization typically have deep operational experience as well as strong relationship-building and selling skills. Often our client services team for an account has an team member located close to the client's premises in the United States as well as a member that is located close to where the delivery takes place, which is now increasingly in offshore and nearshore locations. Most of the new opportunities created within the embedded base of existing clients are led by the senior leadership of the client services organization and follow the same general sales process as the new logo organization.

As part of our highly engaged, or "leaned in" corporate culture, our client relationship are set up at multiple levels and layers, all the way from our chief executive officer through the business heads of our organization. The multi-layered nature of these relationships allows us to develop even stronger client engagements.

Marketing Efforts

Our marketing efforts are focused on generating awareness of our CLX platform, establishing and promoting our brand, reaching and serving the CLX needs of key decision makers in our target verticals, and cultivating a community of successful and vocal customers. Our belief is that the best method to sell our CLX platform is to focus our marketing effort on demonstrating to our prospects our thought leadership in the CLX market, addressing the challenges facing enterprises across the full CLX lifecycle, and engaging business leaders who are seeking to leverage data, technology, analytics, and insights to drive competitive differentiation. We take a targeted approach and work with enterprises across our target verticals: telecommunications, technology, cable / broadband, high-growth technology, healthcare and financial services. We engage with key decision makers outside of RFP cycles in the following key offices: Chief Digital Officer, Chief Information Officer, Chief Experience Officer, Chief Customer Officer and the Chief Marketing Officer.

We also use various social media platforms such as LinkedIn and Facebook to promote our brand externally to target clients and internally to our employees and prospective employees, with the latter being a key component of our success in achieving award winning ambassador engagement. As of March 31, 2020, we had 117 employees in our marketing organization.

Our Clients

Overview

We have experienced steady growth in our client base, consistently gaining new clients annually. For the nine months ended March 31, 2020 and the fiscal year ended June 30, 2019, we had over 90 clients. Our clients include some of the best-known global brands that have leadership positions in their respective industries. Our long tenured clients are primarily in the telecommunications, cable / broadband and technology industries. Our more recent client wins have included enterprises in new economy, high-growth technology and consumer services sectors.

We believe that our success with client retention is a key differentiator. In fiscal year 2019, we were successful in retaining all of our top 25 clients from the end of fiscal year 2018, which represented over 95% of our revenue in fiscal year 2018. We believe that our success with client retention is driven by our ability to perform at or above our client expectations coupled with our ability to expand the number of high value CLX solutions we provide for our clients. In addition, our approach of building deep relationships with our clients at multiple levels within their businesses enables us in our goal to be a trusted partner for all of our clients.

Of our top 10 clients, four have been onboarded since the beginning of fiscal year 2017. Of those four clients, we are providing an average of more than four services, which have been implemented over more than two major geographies (United States, Metro Philippines, Provincial Philippines, Jamaica, Nicaragua, Pakistan, and Senegal).

Our typical initial launch involves providing a single solution from a single site and, therefore, we believe that our growth has been the result of excellent service delivery. It is our overall thesis that being awarded multiple services across several geographies serves as a proxy for our trusted client relationships.

The following table illustrates our revenue distribution by vertical for fiscal year 2015 and year to date fiscal year 2020:

Three of our clients each represent a revenue share greater than 10% of our consolidated revenue. For the nine months ended March 31, 2020, our top three clients represented 16.8%, 18.6% and 9.6% of our revenue.

For the fiscal year ended June 30, 2019, our top three clients represented 20.3%, 18.2% and 12.1% of our revenue.

Our contracts with clients generally take the form of a master services agreement, which is a framework agreement that is then supplemented by one or more statements of work. Our master services agreements specify the general terms applicable to the services we provide. Our statements of work specify the specific services to be provided and associated performance metrics and pricing. For a discussion of the components of our master services agreements and statements of work, see “Business—Our Clients—Client Contracts.”

Client Case Studies

We are the “brand under our client’s brand” and as a result our contracts require us to protect the confidentiality of the work we do for them.

Leading Ride Sharing Company

Situation: Our client was seeking a CX partner who could help them collect and address rider feedback to improve rider experience and increase customer lifetime value.

Solution IBEX worked with the client to rethink their approach to engaging riders who had a negative experience. Together, IBEX and the client designed a data analytics program which analyzed rider feedback. By developing an outreach program through email, Ibex ambassadors would then contact the rider, empathize with them, and attempt to turn a negative experience into a neutral or positive result. Through this proactive outreach program, our client successfully improved overall rider NPS for this set of riders by more than two times to a score of 63, compared to 25 for the client’s normal passenger queue.

IBEX Value add: Customer experience improvement with CX solutions and analytics capabilities

Leading Streaming Video Service

Situation: Our client needed a customer engagement partner who could implement and ramp top-box customer support at scale for its rapidly growing Latin America region, where it maintains approximately 29.4 million subscribers, under an accelerated timeline.

Solution: IBEX worked with the client to quickly launch and ramp an omni-channel customer support program. To achieve this goal, we deployed our nearshore delivery capabilities in Nicaragua, where we scaled the program to approximately 500 ambassadors from inception, achieving a CSAT rating of 97% for customers serviced in the region. We have reached a schedule adherence in the 96-97th percentile, with an average of over 250,000 client contacts per month.

IBEX Value-add: Operational agility (i.e., “speed-to-green” and ability to ramp to peak) and nearshore and omni-channel delivery capabilities.

Leading Global Online Payment Provider

Situation: Our client needed a customer engagement partner who could ramp customer support operations quickly to support heightened peak volumes during holiday season. This client required a flexible partner able to provide multi-channel engagement capabilities across its diverse set of banking partners.

Solution: IBEX initially ramped to 120 ambassadors in our Waterfront Jamaica site to handle omni-channel support (i.e., voice, chat, and email) for B2C and B2B customers. Not only was IBEX able to support peak ramp of up to 200 ambassadors, we became our client’s #1 customer engagement vendor in their network for the client’s positive response rate and RAP scores. Additionally, we implemented a Kaizen process into the ticketing system to more efficiently triage and resolve customer issues, reducing transfer rates by 58% and achieving up to a 3-point improvement in positive response rate.

IBEX Value-add: Operational agility and excellence (e.g., ability to ramp to peak, service level and process improvement) and nearshore and omni-channel delivery capabilities.

Major Global Retailer

Situation: Our client was seeking to expand its digital footprint to attract a new demographic of online grocery shoppers, while reducing costs and scaling operations for new product and service offerings. In addition, they were generally reluctant to work with an engagement partner as experiences with traditional customer contact vendors in the past hadn’t measured up to expectations.

Solution: IBEX launched with 110 ambassadors out of two specialized onshore delivery centers in order to prove service level quality to the client. Once we were able to demonstrate a high level of quality to overcome the client’s past experiences with other vendors, the client ramped IBEX ambassador support to coincide with the roll-out of its in-store grocery pick-up and delivery services. Within 30 days, IBEX and the client launched this program while maintaining high performance metrics, including CSAT and quality assurance (QA) scores. IBEX ultimately ramped to over 700 ambassadors. Ultimately, IBEX is responsible for approximately 30% of outsourced FTE for the client and was awarded expansion into an offshore location.

IBEX Value-add: Operational excellence (e.g., service level quality) and diversified delivery capabilities (onshore and offshore).

High Growth Restaurant Management Platform

Situation: A high growth U.S. disruptor restaurant management and POS platform was seeking a nearshore omni-channel customer engagement/support partner to help scale their business, drive operational efficiencies, reduce costs, and ultimately retain clients.

Solution: Our client selected IBEX to manage their customer support operation, launching with a limited number of IBEX nearshore ambassadors. Within six months, the client had scaled IBEX support to 175 ambassadors which positioned IBEX as the client's sole contact center partner, enabling them to scale down their small in-house support center. More recently, as the impact of the global pandemic spread worldwide, IBEX was able to continue uninterrupted service for the client while adding additional lines of business, and supplementing incremental delivery with work-at-home ambassadors as needed by the client.

IBEX Value-add: New Economy domain expertise and nearshore and omni-channel delivery capabilities.

Leading Electric Utility Company

Situation: Our client needed a customer engagement and technology partner to introduce a new way for utility consumers to engage in ecommerce across the entire customer journey for its 5.3 million residential households.

Solution: IBEX worked with the client to define new product and service categories and designed a new modern utility ecommerce portal within 4 months, and scale to full launch in April 2020 with more than 1,200 SKUs. This comprehensive ecommerce storefront for the client delivers a wide array of new products and services and is available to more than 11M consumers among 5.3 million households in its five state footprint. Today, customers of the client visit a digital storefront to set up home services like TV, Internet and Security, as well as shop for repair and protection plans, energy efficiency products, an array of smart home gear, and unique bundles and special offers all on a single website, a first in the utility industry. This platform delivers a new source of revenue and customer engagement for the client's business. IBEX's turn-key industry solutions power the client's complete customer lifecycle, and we are in the process of instrumenting those interactions with our RefleCX platform to collect real time telemetry from customer surveys across the CX.

IBEX Value-add: Dramatic CX improvement in ecommerce with telesales and chat support from nearshore delivery capabilities, a first in market ecommerce capability with BundleDealer™, and new digital engagement and customer loyalty programs from search and social campaign execution. Professional media buying and customer service technology solutions support lifetime value from customer acquisition through ongoing CLX engagements. Our client will follow this success with a RefleCX customer experience survey solution for 5 milestones in the utility customer journey beginning in July 2020, and expanding throughout the year as they instrument the entire lifecycle for customer feedback and communication.

Leading E-commerce Company

Situation: Our e-commerce "marketplace" client was seeking an additional strategic outsourced partner to assist with their rapidly expanding customer base and hyper-growth.

Solution: IBEX deployed an initial team of CSRs at program on-set to help with Tier 1 customer support, and through outstanding efficiencies and CSAT performance grew market share to 43%, supporting C2C sellers and buyers. Through our Client Service and Business Development teams consulting with the customer, IBEX then expanded the relationship, leveraging itsI BEX Digital solution to acquire Merchant Sellers, by developing marketing campaigns via paid social channels. Starting with an ad spend of $320,000 per quarter, and by leveraging social media platforms, IBEX was able to generate approximately 1,700 new "Listers" and over 30,000 new listings in the first quarter of operation. Since program inception in August 2019, IBEX has acquired 8,000 new merchants and generated approximately 330,000 new listings at an average cost of $218 per new "Lister." To date, IBEX has allocated approximately $1.8 million of our client's ad spend to the Merchant Seller program and in the most recent quarter is managing an ad spend of over $800,000.

IBEX Value-add: Outstanding efficiencies and CSAT along with digital acquisition strategy and execution.

Client Contracts

On January 1, 2017, Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. ("TRGCS") entered into a services agreement with our top client measured by revenue as of March 31, 2020, to provide certain call center services pursuant to statements of work issued under such services agreement. There are two statements of work existing under the services agreement. The first statement of work, dated as of January 1, 2017, has TRGCS provide to the client a number of services, including, but not limited to, customer technical support. The first statement of work was extended on May 1, 2019 and will continue until April 30, 2021 unless earlier terminated in accordance with its terms. The second statement of work, dated as of January 1, 2017, has TRGCS provide to the client a number of services, including, but not limited to, general customer support and sales. This second statement of work was extended on October 1, 2018 and will continue until December 31, 2020 unless earlier terminated in accordance with its terms. The services agreement and any statements of work issued under the service agreement may be terminated, in whole or in part, with or without cause, by the client with at least 90 days prior written notice to TRGCS. Either party may terminate the services agreement and any statements of work issued under the service agreement upon an event of default. Both parties have agreed to indemnify the other party for certain losses or liabilities incurred in connection with the performance of services by TRGCS.

On December 10, 2013, Telsat Online, Inc. ("TSO") entered into a marketing agent agreement with this client, pursuant to which we provide marketing and sales services, including, but not limited to, computer, security and technical support services. The term of this agreement automatically renews for successive one-year terms unless terminated by either party. The marketing agent agreement may be terminated by either party without cause upon 30 days written notice. In addition, the client may terminate the marketing agent agreement upon a breach or default by TSO after 30 days' prior written notice or immediately upon the occurrence of certain events set forth in the marketing agent agreement. The marketing agent agreement contains mutual indemnification provisions.

On August 12, 2014, TRGCS entered into a master service agreement with our second largest client measured by revenue as of March 31, 2020, to provide services pursuant to work orders issued under such master service agreement. On April 24, 2020, TRGCS executed a supplemental order with our second largest client, which is designed to provide consistency amongst multiple work orders and lines of business. The term of the supplemental order was made effective as of January 1, 2020 and will continue through December 31, 2022.There are two work orders existing under the master service agreements, and each anticipated to fall under the new supplemental order. The first work order, originally dated as of April 1, 2016, was renewed and replaced with a new work order, effective as of January 1, 2020 and will continue through December 31, 2022, unless cancelled or terminated earlier pursuant to its terms. This new work order is expressly subject to the new supplemental order. Under this work order, TRGCS provides our second largest client a number of services, including, but not limited to, inbound customer care, customer sales and retention, customer support, and third party verification. Under the second work order, dated as of February 1, 2017, TRGCS provides our second largest client a number of services, including, but not limited to, customer technical support and sales. This second work order has been extended through June 30, 2020, with the expectation that it will be renewed and replaced with a new work order (anticipated to extend for an additional 3-year period), and subject to the new supplemental order, unless it is cancelled or terminated earlier pursuant to its terms. Our second largest client may terminate either or both of the work orders at any time, for convenience and without cause, upon 70 days and 60 days written notice, respectively, to TRGCS for the first and second work order. Either or both work orders may also be terminated by either party upon a breach of the provisions of the master service agreements or any work orders issued under the master service agreements if such breach is not cured during a 10-day period, or if such breach is not curable or is a violation of certain laws, immediately upon notice of such breach. TRGCS has also agreed to indemnify our second largest client for certain losses or liabilities incurred in connection with the performance of the services by TRGCS. This agreement replaced a prior agreement that was executed between the parties on December 4, 2009, as amended from time-to-time.

On December 14, 2016, TSO entered into a service agreement with our second largest client to provide online sales and marketing services. This agreement continued through December 13, 2018 and the parties are currently continuing to operate under it notwithstanding its expiration, as confirmed by the client in writing. Either party may

terminate this agreement at any time, without cause upon 30 days prior written notice , our second largest client may terminate the agreement immediately with respect to a particular market upon written notice if the client is no longer authorized to provide services in such particular market. Either party may terminate the agreement immediately (or after the failure to cure within 30-days to the extent a cure period is applicable) upon the occurrence of certain events specified in the agreement. TSO has also agreed to indemnify the client for certain losses or liabilities incurred by in connection with the performance of services by TSO. Pursuant to this agreement, TSO is paid on a commission basis per each sale. The amount of the commission for a sale depends on the product sold, and in some cases, the speed of the sale.

On May 22, 2017, TSO entered into a customer fulfillment referral agreement with a subsidiary of our second largest client, pursuant to which we serve as a commissioned customer referral contractor to market, advertise and promote the client's systems, services and programming. This agreement automatically renews for an unlimited number of successive one-year terms unless earlier terminated by either party. Either party may terminate the agreement, immediately upon the occurrence of certain events. Automatic termination is also provided for with respect to bankruptcy or cessation of either party's business. The parties have agreed to indemnify each other for certain losses or liabilities incurred in connection with the agreement. We are paid a commission for each qualifying subscriber referred the client. If a subscriber disconnects, cancels, terminates or fails to pay the client at any time within the first year after their initial subscription, the client is entitled to a discounted chargeback of that subscriber's commission depending on the timing of such termination of service. Additionally, the client pays us continuing service fees for our ongoing marketing, promotion and advertising of the client's services, as well as continuing service to referred customers. The amount of such continuing service fees depend on the level of our performance in a calendar quarter.

On July 1, 2017, Ibex Digital entered into a customer referral agreement with a third-party organization, pursuant to which such organization will act as a commissioned customer referral contractor of TSO to market, advertise and promote our second largest client's systems, services and programming for an initial 3-year term, and on August 1, 2019, the parties amended the agreement, to extend the initial term through July 31, 2022. Pursuant to this agreement, the organization will refer potential customers to us which we will then refer to our client. We will pay a commission for the referral of each qualifying subscriber, and we are in turn paid a commission for the referral of each qualifying subscriber by our second largest client in accordance with the agreement. After the expiration of the initial term, this agreement automatically renews for an unlimited number of successive one-year terms unless earlier terminated by either party. Either party may elect to cancel the agreement for any reason, effective upon the expiration of the then-current term, by delivering written notice to the other party at least 60 days prior to such expiration. Either party may terminate the agreement with written notice and opportunity to cure and/or immediately upon the occurrence of certain events. Ibex Digital and the third-party organization have agreed to indemnify each other for certain losses or liabilities incurred in connection with the agreement.

Technology Solutions

Underpinning our CLX solutions is our ability to leverage technology to help clients drive insights and manage interactions across the customer journey. Over the past five years, we have invested significant resources into building and deploying proprietary technology, focusing on next-generation software deployed across the full customer lifecycle journey, driving revenue growth, productivity improvements, experience enhancement and competitive differentiation. Our technology efforts are led by ibex Wave X, which is staffed by a team of 400 developers, with expertise in major platform integration, and a 16-year legacy of value creation and outcome-oriented technology development.

We believe that we have built an industry-leading, comprehensive suite of software products and applications, deployed at enterprise scale across multiple industries along the full consumer lifecycle.

In particular, we have integrated AI functionality into multiple portions of our CLX solution suite. In our core Customer Engagement offering, we deploy third party technologies such as such as Afiniti, CallMiner, and Cogito that enhance

customer interaction. For our Customer Acquisition offering, we have developed a technology called Adcast AI that uses AI to better match our search engine keyword bidding with our available call center capacity. Our technology innovations ensure that we are at the forefront of our industry in employing digital solutions on behalf of our customers. Across all three of our solutions areas (ibex Digital, ibex Connect and ibex CX), the portion of our revenue from digital services (i.e., digital support, including omni-channel and other digital services) comprises 30% and 28% of total revenue for the nine months ended March 31, 2020 and 2019, respectively.

Additionally, our business is highly data intensive, and as a result, we have collected datasets from more than 654 million customer interactions since 2013. We overlay our proprietary datasets with third-party data and other available data to derive insights into customer behaviors and preferences, which in turn optimizes our solutions and enables enhanced delivery of our services. For example, based on our proprietary databases of the performance characteristics of over 5 million search terms and 26 million unique keyword and bid type combinations, we are able to refine our algorithms continually to optimize our lead generation and conversion solutions.

ibex Wave X is working to transform and augment the customer lifecycle through the use of embedded AI & Analytics across every customer touchpoint.

IBEX Wave X

In order to deliver these innovation solutions, we have assembled a large and talented team of technologists along with a suite of tools, technologies and data driven solutions that span the entire customer lifecycle with the objective of helping our clients design a customer experience approach that delivers ground-breaking outcomes. This technology arm is known as ibex Wave X.

Ibex Wave X leverages our full suite of ibex technology assets across our digital, engage and customer experience solutions, and includes over 650 experts in the technology and marketing sciences area.


WAVE X
by ibex
A Technology & Innovation Hub for the Upgraded Contact Center.
288
Software Engineers
106
Data Scientists and Engineers
394
Experienced IT Professionals
16
Year Legacy of Innovative Technology Delivery
16
Technology Platforms Supported
15
Technology Partnerships
50+
Solutions Developed
2
Test Kitchens
CLX@TheRock
CLX@TheFort
(Coming Soon)

ibex Wave X has established us as a thought leader in the application of artificial intelligence across the customer lifecycle. In our CLX offerings, we leverage the capabilities of artificial intelligence by integrating solutions from technology partners such as Afiniti (a company majority owned by TRGI), Cogito and CallMiner, in addition to deploying solutions developed internally such as Adcast and Brain. For example, for a major telecommunications client, we deployed Afiniti to deliver artificial intelligence-assisted matching of callers and ambassadors to drive superior outcomes across more than 2,500 ambassadors. ibex Wave X is deployable across our full spectrum of clients. Despite having significant technical resources, many of our larger, mature clients look to us for creative solutions in the customer interactions area to drive better outcomes. For our smaller New Economy clients, our ability to provide an array of solutions to drive impactful outcomes is a significant source of value-add to them and a competitive differentiator in the market.

In addition to providing a comprehensive suite of CLX solutions, ibex Wave X also develops purpose-built tools that drive operational efficiencies and insights. Such tools are designed, for example, to support our ambassadors' path to skills proficiency, beginning with sophisticated training simulations and gamified learning and moving to a suite of artificial intelligence assisted tools that offer support throughout the interaction. These proprietary tools enable us to address feature gaps in commercial products. Examples include Inspire, our digital coaching tool, Capture, our call and screen recording solution, and Witness, our security software, each of which has a robust feature set and was internally developed.

As our clients evolve and refine their customers' journey, an expanding role for ibex Wave X is providing development support for third party technology platforms deployed by our clients. For example, we have developed expertise in supporting Zendesk and Salesforce.com cloud solutions where we designed and implemented chatbots and workflows for those platforms. This development support work is a natural extension of our Client Integration work which is part of our new client deployment, as part of which we carry out application and database integration that tightly link our client and Ibex systems. This development support work and associated hosted services now constitute an additional revenue stream.

CLX Test Kitchen

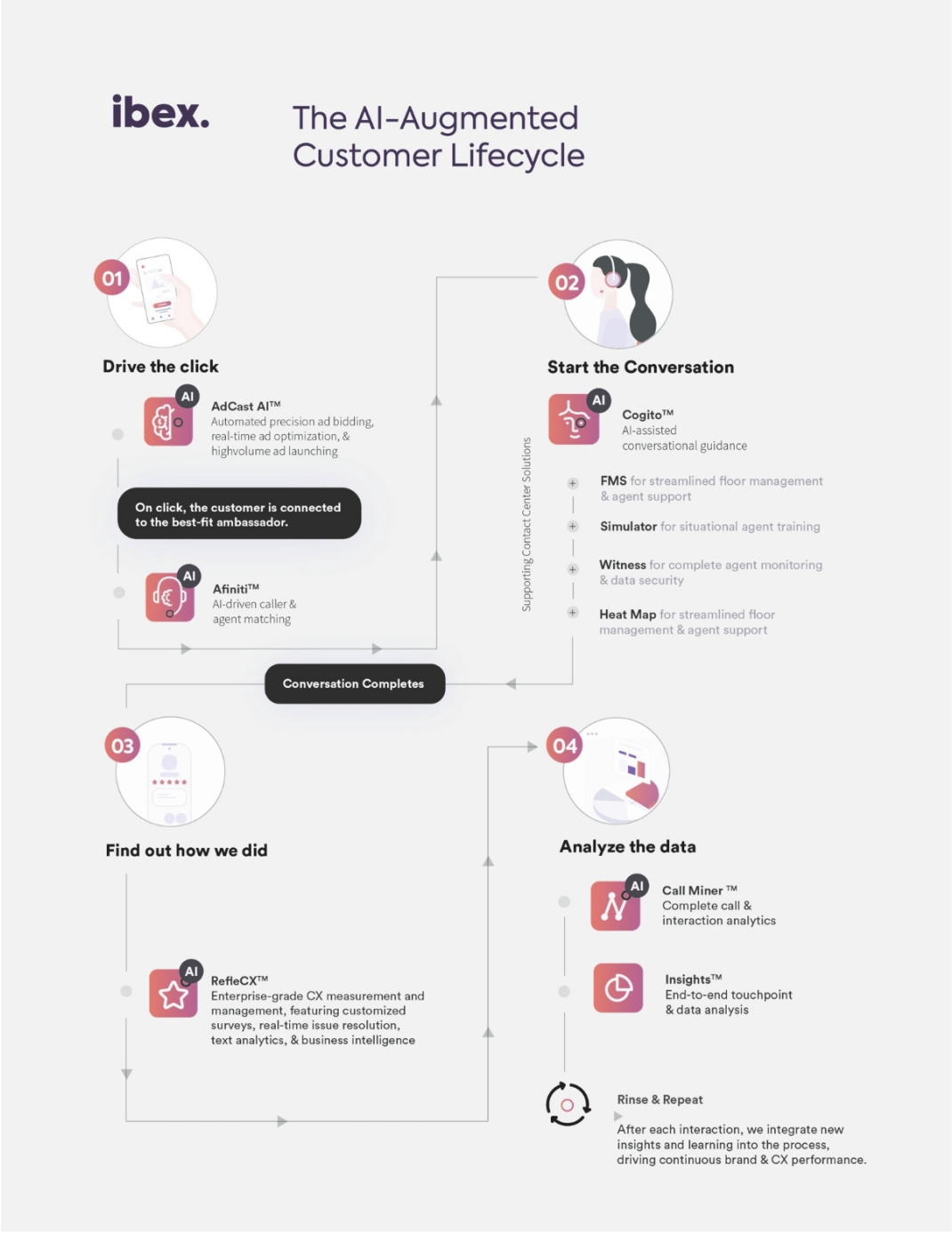
As part of ibex Wave X, we have created a "CLX Test Kitchen" that allows our clients to work with our portfolio of technologies to customize a solution that is suitable for their business. The CLX Test Kitchen enables our clients to encounter firsthand the customer lifecycle, as imagined and developed by our CLX experts, and provides an interactive experience that helps transform their customer lifecycle experiences.

To maximize the value of the CLX Test Kitchen, we leverage an ideation model, which provides a framework around the creative process of generating, developing, and executing new ideas. This process enables us to co-create and collaborate with our clients to deliver data driven solutions. The model involves a deep dive into understanding our clients' unique business challenges. We then combine our clients' vision and imagination with our industry expertise to achieve the widest possible range of data driven solutions.

The CLX Product Cloud

We believe that we have built an industry-leading, comprehensive suite of software products and applications, deployed at enterprise scale across multiple industries along the full consumer lifecycle. For example, we have used our CLX suite to acquire cable and utilities consumers in large scale at an optimal target cost per acquisition ("CPA") to maximize retention of subscribers in the tech sector, and to prevent fraud using anomaly detection for the telecom sector.

Our CLX suite and its end-to-end set of solutions (acquire, engage and experience) are powered by the CLX Product Cloud, a flexible and modular toolset of integrated products that can be configured, connected, and deployed based on diverse client needs and requirements by leveraging the ibex Wave X technical team.



In addition to our proprietary software products and applications, we partner with major vendors for operations management control, providing intelligent interactive routing through computer telephone integration, outbound sales automation, intelligent routing, quality management, business intelligence, workforce management, and CRM systems. We believe our partnership with leading category vendors has allowed us to deliver customized solutions based on specific client demands and to easily integrate with the internal systems of our clients. Our tech ecosystem partners include AWS, Azure, Cogito, SmartAction and Topbox.

We have organized our CLX products along a suite of product families that are designed to integrate across the customer lifecycle touchpoints (such as acquisition, sales and service, or gathering insights) to drive a better customer experience.

Digital Demand Generation Suite – to drive digital marketing and customer acquisition	
Adcast AI™	• Automatically predicts when, where, and how to bid on and place ads, based on learning from millions of successful and unsuccessful purchase events • Monitors and tracks the real-time up flow of cross-channel online and offline conversions, actively adjusting targeting and bidding algorithms • Seamlessly analyzes and integrates historical bid trends into its real-time bidding algorithms, looking at hourly, daily, weekly, and monthly outcomes to optimize ongoing bids while simultaneously looking at live auction data • Scalable SaaS ad management platform to automate, optimize and scale advertising on certain social media platforms • Uses machine learning and rules-based ad optimization to work most effectively with certain social media platform's targeting and placement algorithm • Automatically predicts when, where, and how to bid on and place ads, based on learning from millions of successful and unsuccessful purchase events
BundleDealer™	• Delivers address-based comparison shopping across multiple service providers and online retailers • Open APIs for direct access into fulfilment and provisioning systems
Customer Interaction Management Suite – Contact Center Technology to drive operational efficiencies and customer satisfaction	
CoPilot Suite - AI Augmented Ambassador Support	***Training Simulator –*** A training tool that prepares ambassadors using a play-by-play simulation of the most common situations they would face daily ***Inspire (Ambassador) –*** A coaching tool for helping ambassadors improve performance ***AgentMobile –*** A secure ambassador mobile application providing a quick view into schedules and payroll hours logged ***Floor Management System (Ambassador) –*** Enables ambassadors to call for virtual assistance from subject matter experts either locally or globally ***Messenger –*** A PCI-compliant internal messaging system linking team managers, ambassadors, and support organizations integrated with the ibex hierarchy to ensure full management oversight **AgentCentral** – An application portal for ambassadors to leverage critical performance and administrative information

Control Tower Suite – A suite of customized performance management tools used by managers to efficiently drive their team to success	***SupCentral* –** An easy to use application that presents important performance management results instantly in one easy-to-read dashboard ***Heat Map* –** A graphical display of the contact center floor with real-time ambassador statistics. Ambassadors whose stats reach a certain threshold are highlighted, alerting leaders for immediate action ***Floor Management System (Supervisor)* –** Enables supervisors to monitor ambassador performance and deliver timely assistance ***Inspire (Supervisor)* –** A coaching tool assisting team leaders to identify specific coaching opportunities of front-line ambassadors
Witness AI™ - Proprietary software designed to prevent potential fraud by monitoring ambassador activity using screen, audio and key stroke recordings.	***Screen Recorder*** • 100% screen recording with 3-month retention • Supports voice and non-voice environments ***KeyLogger*** • Identifies potentially fraudulent activity on the ambassador desktop • Facilitates monitoring to ensure personally identifiable information is not improperly captured in other applications or reused • Monitors other compliance violations, including survey manipulation ***Blind Monitor*** • Monitors ambassador screen and audio to identify issues on a real-time basis • Ongoing calls can be searched on a real-time basis using employee or call state information, with a feature to listen to both audio and view the ambassador's screen during the call • Supervisors can remotely ambassador screens if they are not on a call • Provides role-based security access
Customer and Data Intelligence Suite – Build relationships, measure results through surveys and analytics across the customer journey, from order, installation, support and upsell.	
RefleCX Suite – Full stack CX survey and analytics tools	***Snap Survey*** – Lightweight post-engagement survey platform that triggers a quick SMS or email experience survey after any chat, voice, or email support interaction ***Composer*** – Self-service survey management ***Enterprise*** – Advanced survey and analytics platform that measures, monitors, and actions high-volume multichannel customer feedback
DataBridge AI™	An advanced sentiment & text analytics platform featuring Speech-to-Text conversion and social media measurement & monitoring for automatic feedback processing
ThoughtWave™	Deep insight analysis, sentiment scorecard, business intelligence, and reporting & analytics for all contact center interactions, driving calibrated calls, improved interactions, and greater client and customer outcomes.

Technology Approach

We have designed and developed our technology solutions to support a range of client engagements, scaling from emerging startups to large global enterprise clients. We operate a range of multi-tenant platforms as well as dedicated platforms that fully segregate customer data. These platforms and applications can run in our Tier 4 Data Center as well as our AWS cloud platforms to accommodate specific data privacy standards such as those required

under the GDPR or to better locate content closer to the intended audience. This architecture also reduces risk associated with infrastructure outages, improves system scalability and security, and allows for flexibility in deployment location.

In addition, we leverage outside technology building blocks as part of our product offerings. Examples include the use of Google's Natural Language Processing ("NLP") engine for sentiment analysis, Amazon Machine Learning and NLP for Voice of the Customer analytics.

From a development perspective, we leverage the Agile Software development methodology, which is based on iterative development, where requirements and solutions evolve through collaboration between self-organizing cross-functional teams. Because we are PCI certified and HIPAA compliant, an emphasis is placed on Secure Software Development as part of Agile, throughout the lifecycle to minimize potential threats.

The architecture, design, deployment and management of our technology and infrastructure has been designed and built with the following objectives:

- ***Intuitive User Experience –*** Our CLX platform is designed to create an intuitive, interactive and consistent user experience. The goal of our design is to minimize the need for extended product training.
- ***Scalability –*** Our architecture allows us to deploy our CLX platform at scale capable of managing millions of interactions per month on behalf of our clients, including calls, website views, social media interactions, emails, chat sessions and many other transactions.
- ***Reliability and Resiliency –*** Our technology solutions and infrastructure are designed as "always on" solutions with redundancies in place to minimize downtime. We work with leading global providers to create a fully redundant architecture between our facilities. Servers and software components are replicated and customer data is backed up and stored in remote data centers. Our three data centers operate continuously with an uptime of 99.9%. Our physical network is maintained by a high-quality infrastructure and networking organization, which consists of 306 people around the world who are dedicated to seamless, uninterrupted service delivery to our clients.
- ***Data Security and Compliance –*** We maintain a comprehensive security program designed to help safeguard the security and integrity of our customers' data, which includes both organizational and technical measures such as perimeter security, industry standard intrusion detection systems, security protocols, and authentication of customers and employees prior to accessing our platform, and testing of each released update before deployment.

  A team of eight data security experts use the latest tools and technology to guard against security incidents while a Compliance and Risk management team of 34 analysts ensure operational best practices are followed, drive compliance training and in general work to create a culture of compliance required to protect our client's data.

- ***Configurability –*** Our core technology applications and products are easily configured to meet client specific needs and solutions.
- ***Extensions –*** As part of the CLX Platform, we provide standard, pre-built integrations with leading third-party systems. We also enable additional custom integration for our customers and partners through our APIs.

Our current initiatives are focused on enhancing and extending the capabilities of our existing suite of products servicing the full customer lifecycle. One set of initiatives is focused on deriving further insights from customer interactions leveraging data and machine learning techniques as well deploying technologies such as chatbots as an additional channel to interact with consumers. We also have initiatives underway to further strengthen our security products using anomaly detection techniques.

Our product roadmap is dynamic, and our product development cycles can rapidly address client needs, deliver additional value to our clients and maintain our competitive differentiation.

Competition

The customer acquisition and customer management segments in which we compete are highly fragmented with the largest 10 providers for call center and BPO services representing a total of approximately 30% of the market. We believe this creates significant opportunity for a broad and differentiated provider like us. Although we do not believe any single competitor currently offers a directly comparable end-to-end CLX solution, we believe our integrated platform faces competition from a variety of companies which operate in distinct segments of the customer lifecycle journey, including:

- Contact center and diversified BPO, such as 24-7 Intouch, Inc., Alorica, Inc., Atento S.A., Concentrix, SITEL Corporation, Startek, Inc., SYKES Enterprises, Inc., TaskUs, Inc., Teleperformance S.A., TeleTech Holdings, Inc., TELUS International and Webhelp;
- Niche contact center services providers and specialists, such as Alta Resources, C3i (an HCL Technologies Company), Global Response, Inktel Contact Center Solutions, Premiere Response LLC and Vipdesk.com Inc., among others;
- Customer acquisition companies, including Clear Link Technologies, LLC (acquired by Sykes Enterprises, Incorporated), Qology Direct, LLC and Red Ventures, LLC;
- Vendors of customer experience management tools including J.D. Power and Associates, Inc., Maritz Holdings, Inc., Medallia, Inc., Qualtrics, LLC and Vital Insights Inc.

Based on our industry knowledge, traditional BPO companies are seeking to respond to these dynamics by taking steps to evolve into fully-fledged end-to-end customer lifecycle experience platforms, including through acquisitions. However, such initiatives have been limited due to the scarcity of actionable at-scale assets.

We also face competition from in-house customer service departments, which seek to develop, deploy and service applications that offer functionality similar to that of one of our own solutions. These in-house customer service departments continue to constitute the largest segment of customer lifecycle management expenditures.

We believe that the most significant competitive factor in the sale of outsourced customer engagement services is the ability of providers to act as partners to and extensions of clients' brands, in an effort to deliver improved customers experience and increased overall customer lifetime value (LTV). Other important factors include maintaining high and consistent levels of service quality, tailored value-added service offerings, supported by advanced technological capabilities, industry and domain expertise, an understanding of the digital marketplace and modern consumer, sufficient diversified global delivery coverage, reliability, scalability, security and competitive pricing.

Intellectual Property

The success of our business depends, in part, on our proprietary technology and intellectual property. We rely on a combination of intellectual property laws and contractual arrangements to protect our intellectual property.

We have registered or are registering various trademarks and service marks in the U.S. and/or other countries, including: Clearview (U.S. Reg. No. 5230123), IBEX Global (U.S. Reg. Nos. 4596647, 4424863, and 4588731), IBEX (U.S. Ser. No. 88581568), DGS Deliberate by Design (U.S. Reg. No. 4399136). The duration of trademark and service mark registrations varies from country to country but may generally be renewed indefinitely as long as the marks are in use and their registrations are properly maintained. We also have common law rights to certain trademarks and service marks.

We also have and maintain certain trade secrets arising out of the authorship or creation of proprietary computer programs, systems and business practices. Confidentiality is maintained primarily through contractual clauses, and in the case of computer programs, system access controls, tracking and authorization processes.

Regulation

We are subject to a number of U.S. federal and state and foreign laws and regulations that involve matters central to our business. These laws and regulations may involve privacy, data protection, intellectual property, competition, consumer protection, export taxation and other subjects. Many of the laws and regulations to which we are subject are still evolving and being tested in courts and could be interpreted in ways that could harm our business. In addition, the terms of our service contracts typically require that we comply with applicable laws and regulations. In some of our service contracts, we are contractually required to comply even if such laws and regulations apply to our clients, but not to us, and sometimes our clients require us to take specific steps intended to make it easier for our clients to comply with requirements that are applicable to them. If we fail to comply with any applicable laws and regulations, we may be restricted in our ability to provide services, and may also be the subject of civil or criminal actions involving penalties, any of which could have a material adverse effect on our operations. Our clients generally have the right to terminate our contracts for cause in the event of regulatory failures, subject to notice periods. See “Risk Factors—Risks Related to our Business—Our global operations expose us to numerous legal and regulatory requirements” and “Risk Factors—Risks Related to our Business—Our business is subject to a variety of U.S. and international laws and regulations, including those regarding privacy, data protection and information security, and our customers may be subject to regulations related to the handling and transfer of certain types of sensitive and confidential information. Any failure to comply with applicable laws and regulations would harm our business, results of operations and financial condition.”

The Telephone Consumer Protection Act of 1991 (“TCPA”), restricts telemarketing and the use of automatic text messages without proper consent. The scope and interpretation of the laws that are or may be applicable to the delivery of text messages are continuously evolving and developing. If we do not comply with these laws or regulations or if we become liable under these laws or regulations due to the failure of our clients to comply with these laws by obtaining proper consent, we could face direct liability.

Several of our facilities, primarily located in the Philippines and Jamaica, benefit from tax incentives or concessional rates provided by local laws and regulations. One of our Philippine subsidiaries benefits from a reduced income tax rate and tax holidays, depending on the site, through the end of 2020, after which the applicable tax rate steps up to 30%. Our Jamaica subsidiary was formed under the Jamaica Export Free Zones Act and operates under a Special Economic Zone Regime, whereby such subsidiary benefits from reduced income tax rates of approximately 8% – 10% until 2027. Our Pakistan subsidiaries benefit from income tax exemption on profits related to the export of IT and IT enabled services, which include call center and back-office services. Pakistan’s income tax exemption is available until 2025, after which the applicable tax rate steps up to 29%. Our Nicaragua subsidiary was formed under the Free Zone Act, whereby such subsidiary is tax exempt until 2026.

Our Luxembourg subsidiary, which is an IP holding company and earns royalties from one of our US subsidiaries, benefits from an 80% tax exemption on net royalty income, which reduces the Luxembourg income tax rate to approximately 6%. During fiscal year 2019, this US subsidiary was challenged by Luxembourg tax authorities on this tax exemption. Luxembourg tax authorities issued an assessment for tax year 2014, denying the exemption. We believed the decision to be without merit and filed a formal petition with the Luxembourg tax office to challenge this position. In response to our formal petition, we received a revised tax assessment from Luxembourg tax authorities on June 17, 2020. Luxembourg tax authorities have accepted our position and allowed the tax exemption. Hence, this tax dispute has been resolved. The intellectual property agreement between our US subsidiary and the Luxembourg subsidiary was terminated on June 30, 2019.

We are subject to state and federal laws and regulations that require us to maintain the privacy and security of Personally Identifiable Information that we collect from consumers. We have appointed a compliance officer to monitor our compliance with federal and state laws related to privacy and security rules. The compliance officer also manages, implements, and oversees all internal privacy policies and security measures, including, the regular monitoring and testing of systems and equipment and quality assurance testing of sales calls. We are also subject to the General Data Protection Regulation 2016/679 (“GDPR”) and TRGCS is certified under the EU-U.S. Privacy

Shield and Swiss U.S. Privacy Shield frameworks. The Company has appointed an individual to deal with access requests and non-compliance. We will be subject to the California Consumer Privacy Act ("CCPA"), which goes into effect on January 1, 2020 and pursuant thereto will have in place a CCPA Privacy Policy which will appoint a designated individual to manage phone and online requests to allow California residents to exercise their rights under the CCPA. The compliance officer is responsible for overseeing our data protection strategy and implementation to ensure compliance with GDPR and CCPA.

Certain Bermuda Law Considerations

As a Bermuda company, we are also subject to regulation in Bermuda. Among other things, we must comply with the provisions of the Companies Act regulating the declaration and payment of dividends and the making of distributions from contributed surplus.

We are classified as a non-resident of Bermuda for exchange control purposes by the Bermuda Monetary Authority, or BMA. Pursuant to our non-resident status, we may engage in transactions in currencies other than Bermuda dollars. There are no restrictions on our ability to transfer funds in and out of Bermuda or to pay dividends to United States residents that are holders of our common shares.

Under Bermuda law, "exempted" companies are companies formed for the purpose of conducting business outside Bermuda. As an exempted company, we may not, without a license granted by the Minister of Economic Development, participate in certain business transactions, including transactions involving Bermuda landholding rights and the carrying on of business of any kind, for which we are not licensed in Bermuda. Until our shares are listed on an "Appointed Stock Exchange" (which includes the Nasdaq Global Market), issues and transfers of our voting shares require the approval of the BMA pursuant to the Exchange Control Act 1972 (and related regulations). unless they are covered by a general permission issued by the BMA as set out in the Notice to the Public dated June 1, 2005, as amended Common Shares may be offered or sold in Bermuda only in compliance with the provisions of the Companies Act and the Bermuda Investment Business Act 2003, as amended, which regulates the sale of securities in Bermuda.

On December 31, 2018, the Bermuda government enacted the Substance Act, with effect from July 1, 2019 for existing Bermuda entities, requiring certain entities in Bermuda engaged in "relevant activities" to maintain a substantial economic presence in Bermuda and to satisfy economic substance requirements. The list of "relevant activities" includes holding entities, and the legislation requires Bermuda companies engaging in a "relevant activity" to be locally managed and directed, to carry on core income generating activities in Bermuda, to maintain adequate physical presence in Bermuda, and to have an adequate level of local full time qualified employees and incur adequate operating expenditure in Bermuda. Under the Substance Act, any entity that must satisfy economic substance requirements but fails to do so could face automatic disclosure to competent authorities in the European Union of the information filed by the entity with the Bermuda Registrar of Companies in connection with the economic substance requirements and may also face financial penalties, restriction or regulation of its business activities or may be struck as a registered entity in Bermuda. The guidance as to how Bermuda authorities will interpret and enforce the Substance Act is pending, and we therefore cannot predict the potential impact of compliance or noncompliance on our results of operations and financial condition.

Employees

Our employees are our most valuable asset. Our success depends on our ability to hire, train and retain sufficient numbers of ambassadors and other employees in a timely fashion at our facilities to support our operations. Key enablers to meeting that challenge are our distinct culture and initiatives focused on employee recruitment, training, engagement and retention. These enable us to go into markets where we operate and create a strong brand that helps us attract and retain talented employee and keep them highly engaged in delivering superior results and experiences for our clients.

As of March 31, 2020, we had 22,537 employees worldwide. The following table sets forth our employees by functional area:

Function	Number of Employees	Percent of Total
Production Ambassadors	17,985	79.8%
Production Support	2,849	12.7%
Software Engineers	288	1.3%
Technology, Telephonic and Network Infrastructure	306	1.4%
Data Scientists and Engineers	106	0.4%
Sales and Marketing	186	0.8%
Corporate (management, administration, finance, legal and human resources)	817	3.6%
Total	**22,537**	**100.0%**

None of our employees belong to a labor union and we have never suffered a material interruption of business as a result of a labor dispute. We consider our relations with our employees worldwide to be good.

Culture

We believe that we have established a strong workplace culture which is key to our ability to attract and retain our talented workforce around the globe. Our culture is built on four core values: respect, integrity, transparency and excellence. We strive to maintain a culture in which our leaders are coaches and mentors and our employees have voice and a sense of purpose, and feel valued and respected. Furthermore, we believe we have established a distinctive corporate culture characterized by innovation, speed and organizational nimbleness. In tandem with our strong workplace culture, our corporate culture has been instrumental to our growth and our ability to deliver high-quality solutions to clients around the globe. We encourage a strong team orientation, which allows our talented workforce of over 22,500 employees to design and deliver innovative solutions to our clients around the globe to optimize their customer lifecycle experience.

Recruitment

To ensure we can attract qualified employees, we strive to offer a competitive benefits package, a strong workplace culture and working environment and most importantly, competitive compensation that either meets or exceeds marketplace standards. We deploy numerous tools that are effective in attracting employees. This includes working with local government workforce agencies in all geographies where we have a presence; doing this ensures we have a presence as a local employer in every market and ensures we are included in their career fairs and are recommended consistently. Additionally, we have a strong employee referral program, which encourages our current employees to recommend us to their family and friends. We have found this to be the greatest source of qualified individuals.

Training and Coaching

Our customer-facing ambassadors typically go through one day of orientation from one to seven weeks of foundation skills. This includes customer specific training such as customer service training, technical or sales training. Once ambassadors have completed product specific training, which can last up to 240 hours depending on the client and the application, they are put into an on-the-job experience (lasting from 40 to 80 hours), during which the ambassadors take live calls and receive hands-on training, coaching and feedback. They also experience quality assurance (QA) monitoring and reinforcement. Once ambassadors have been trained and are on the production floor, they receive consistent coaching and guidance. The coach plays the role of facilitator to fully empower the ambassadors. Our coaching module equips the team managers with the necessary knowledge, skills and attitude required to be successful mentors. Team managers are then able to engage effectively with mentees to address any non-performance issues and ensure our employees feel valued and recognized.

Employee Work Environment

Our employee work environment is anchored by our distinct culture. In addition, we provide attractive, functional physical spaces. Our workspaces are bright and modern with several common areas for rest and recreation. Our centers reflect our culture's values with open areas for coaching and celebrating success. Our workstations are ergonomically designed to provide maximum comfort to our employees. We consider our onsite dining options, nurse's stations, day-care and transportation services to be industry-leading. Furthermore, our technology is designed to enable the most efficient and productive work environment for our employees. Our intranet provides access to pertinent and valuable information regarding schedules, job opportunities and important company announcements. Our technological enhancements allow employees to view information regarding their individual and team results. Finally, our mobile apps and online systems allow the ambassadors to manage their careers with us.

Retention

Our distinct culture, employee engagement, recruiting and training are all designed to ensure we retain our employees. As important as it is to work hard every day, we consider it as important to ensure we have time for rewarding exceptional performance, fun events, volunteering in the community and celebrating accomplishments together. In order to engender our employees' sense that they are an integral part and valued member of our company, we strive to recognize the important times in our employees' work life, including birthdays, birth of child and promotions. An example of our differentiated Employee Engagement program is our annual Very Important Performer event where we host the top 5% of our workforce in each of the markets in which we operate at a multi-day offsite event at a five-star resort where we celebrate their success. Our senior leadership participates in this important event, creating a bond between our leadership team and thousands of ambassadors. This is one of our key programs to drive our industry-best retention rates and employee loyalty.

Facilities and Delivery

As of March 31, 2020, we operated 27 delivery centers. Our delivery centers are in the following countries:

Function	Number of Centers	Number of Workstations
United States	9	3,129
Philippines	7	6,170
Pakistan	4	2,211
Jamaica	3	2,799
Nicaragua	2	944
Senegal	1	204
United Kingdom	1	15
Total	**27**	**15,472**

Leases for our delivery centers have a range of expiration dates from May 31, 2020 to December 31, 2026, and typically include a renewal option for an additional term.

Our executive management offices are located in Washington, D.C., which consist of approximately 3,800 square feet of office space subleased from TRGI, the term of which is set to expire on June 30, 2025. This facility currently serves as the headquarters for senior management and the financial, information technology and administrative departments. Our sales organization is distributed in virtual offices in the following geographies around the world: throughout the United States, and in Canada, Pakistan, United Kingdom and the Philippines.

We also utilize three data center locations in the United States. Our primary data center is co-located in a Tier 4 Equinix Data Center Facility, with a back-up data center located in Hampton, Virginia. The Master Country

Agreement for the primary data center expires on September 30, 2022, with a 12-month option to extend, and our Hampton, Virginia lease expires on December 31, 2022. In addition, we have a third data center facility in the Rackspace San Antonio facility which expires in August 2020. We also make extensive use of Amazon and Azure facilities in a true hybrid data center configuration.

We operate from time to time in temporary facilities to accommodate growth before new centers are available. For further details, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations Components of Results of Operations—Key Factors Affecting Our Performance—Factors Affecting our Operating Profit Margins—Capacity Utilization” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Components of Results of Operations—Key Operational Metrics—Capacity Utilization.”

We lease all of our facilities and do not own any real property. We intend to procure additional space in the future as we continue to add employees and expand geographically.

Technology Infrastructure

We believe we have a flexible, scalable, resilient, and reliable technology infrastructure that helps us deliver our CLX suite to our clients with industry-standard security measures. We utilize industry leading hardware and software components to provide for and enable the rapid growth of our business. We employ virtualization to maximize utilization where appropriate. Maintaining the integrity and security of our technology infrastructure is critical to our business, and as such we leverage industry-standard security and monitoring tools to ensure performance across our network.

Our CLX suite and CLX Product Cloud technologies operate on our software and hardware infrastructure, which provides substantial computing resources at low cost. We currently use a combination of off-the-shelf and custom software that has been developed in-house and runs on clusters of commodity computers and servers. Although most of our infrastructure is not directly visible to our clients or consumers, we believe it is important for providing a high-quality user experience. Our considerable investment in developing this infrastructure has produced several key benefits. It simplifies the storage and processing of large amounts of data, eases the deployment and operation of large-scale global solutions, and automates much of the administration of large-scale clusters of servers. Our infrastructure enables significant improvements in our algorithms that are computationally intensive. We believe the infrastructure also shortens our product development cycle and allows us to pursue innovation more cost effectively.

We constantly evaluate new hardware alternatives and software techniques to further reduce our computational costs. This allows us to improve our existing products and services and to more easily develop, deploy and operate new software products and applications.

Our technology infrastructure supporting our CLX solutions is designed according to our clients’ needs. Our technology systems can integrate with our clients’ existing infrastructure where required. This approach enables us to deliver the optimal infrastructure mix irrespective of whether our delivery platforms are onshore, offshore or nearshore. We have extensive experience in providing the customized integrations that clients require to deploy our solution within their delivery center operations.

Our deployment team is trained to achieve timely implementation so as to minimize our clients’ time-to-market. Our infrastructure supporting 138 million customer interactions in fiscal year 2019 consisted of 24 delivery centers and 12,899 workstations distributed globally.

We work with the main telephone carriers at the local and international levels. We have a solid and flexible telecommunications infrastructure, which provides business continuity through redundant architectures and

interconnection schemes in most of our facilities. We work with leading telephonic and MPLS circuity providers including AT&T, Century Link, PLDT and Globe. For the fiscal year ended June 30, 2018 we had less than 0.08% unscheduled systems downtime. For the fiscal year ended June 30, 2019, we had less than 0.03% unscheduled systems downtime.

Our three data centers hosting our software products, applications and technology infrastructure supporting our facilities are built on reliable and secure and fully redundant architecture, with an unrelenting focus on the protection of client and consumer data. Our self-managed and third-party managed hosting facilities provide both physical security measures, including year-round manned security, biometric access controls and video surveillance systems, and systems security measures, including firewalls, environmental controls, and redundant power and Internet connectivity. Our three data centers are distributed nationally in the United States in Dallas and San Antonio, Texas, and Hampton, Virginia, and during the fiscal year ended June 30, 2019 operated continuously with an uptime of 99.9%. We intend to expand our operations in these and other self-managed co-location data centers over time, although in certain markets we may elect to not pursue this self-managed co-location strategy depending on individual market dynamics. Certain of our clients, as well as backup and certain attachment data will continue to be hosted at third-party managed hosting facilities in the United States and Europe for the foreseeable future.

We have implemented strong quality standards into our operations with an emphasis on operational excellence, product management and statistical analysis to improve our performance and provide better results for our clients. A number of our facilities are compliant with multiple standards and frameworks for service availability and information security management including COPC, ISO 27001 and PCI. A majority of our data centers are certified across various standards including: ISO 27001, PCI DSS, SOC 1 Type II, and SOC 2 Type II. Our robust physical and logical controls meet the compliance and security requirements across our client base.

We use leading products for network and security monitoring including SolarWinds, Palo Alto Advance Threat Management Systems, Cisco Security Devices, LogRhythm SIEM, SNORT IDS, Tripwire, and NESSUS devices.

Our physical network is maintained by a high-quality infrastructure and networking organization, which consists of 170 people around the world who are dedicated to seamless, uninterrupted service delivery to our clients. This includes 42 dedicated security and compliance professionals responsible for cyber security, fraud, and compliance.

Legal Proceedings

We are subject to various claims and legal actions in the ordinary course of business. We are currently of the opinion that these claims and legal actions will not have a material adverse impact on our consolidated position and / or the results of our operations.

A case was filed in November 2014 in the US District Court of Tennessee as a collective action under the US Fair Labor Standards Act (“FLSA”) and Tennessee law, alleging that plaintiff was forced to work “off the clock” without being paid for such time. In December 2014, a similar FLSA collection action case was filed against IBEX Global Solutions in the US District Court for the District of Columbia. In February 2015, the two cases were consolidated in Tennessee and the plaintiff agreed to submit all claims to binding arbitration before the American Arbitration Association. Presently, there are approximately 3,500 individuals who have opted into the FLSA class action claims, and there are pending wage and hour class action claims under various state laws involving approximately 21,000 potential class action claimants. State class certification brief was filed April 14, 2018. In April 2019, the parties engaged in a mediation. On June 14, 2019, the parties entered into a settlement agreement, which was approved by the arbitrator on June 19, 2019. Pursuant to the Settlement Agreement, all claimants under both the FLSA and the Rule 23 claims will be required to fill out and send a claim form to the third-party administrator within the claim period ending on October 15, 2019 in order to receive funds under the settlement. Subsequent to June 30, 2019, we funded $3,351,244 toward the settlement fund provided under the settlement agreement for 100% of the possible claims under the FLSA, as well as plaintiffs’ attorney fees, administration costs and service awards. Any funds not claimed pursuant to the FLSA portion of the settlement will revert to us. In regard to Rule 23 claims, the

claim period closed on October 15, 2019 and, as of that date, claim forms properly and timely returned for the Rule 23 class members accounted for $1.2 million of $2.2 million allocated funds for the Rule 23 class. The parties appeared before the arbitrator on November 7, 2019, and the arbitrator granted final approval of the Rule 23 claims and entered a Final Award and Order Approving Class Settlement and Entering Final Judgment. We funded the Rule 23 Class on November 21, 2019 in the amount of $1.2 million, and the matter is effectively closed as of funding.

On July 26, 2018 Digital Globe Services, Inc. received an indemnification notice related to AllConnect, Inc. v. Kandela LLC Case No. 2:18-cv-05959SJO (SSx) pending in the U.S. District Court for the Central District of California, Western Division relating to patent infringement for certain call center search for services capabilities provided by Digital Globe Services, Inc. under the Dealer Network Agreement entered into in 2014 between Kandela, LLC and Digital Globe Services, Inc. via its “BundleDealer.com” portal. On June 3, 2020, AllConnect, Inc. and Kandela LLC entered into a settlement agreement and on June 5, 2020 the U.S. District Court dismissed the case with prejudice. Digital Globe Services, Inc. agreed to pay $99,500 of Kandela LLC’s legal fees and expenses incurred in connection with Kandela LLC’s defense of the matter.

MANAGEMENT

The following table sets forth the name, age as of March 31, 2020 and position of each of our executive officers and directors. Unless otherwise stated, the business address for all of our executive officers and members of our board of directors is c/o IBEX Limited, 1700 Pennsylvania Avenue NW, Suite 560, Washington, DC 20006, USA.

Name	Age	Position
Executive Officers		
Robert Dechant	58	Chief Executive Officer
Karl Gabel	56	Chief Financial Officer
Christy O'Connor	51	General Counsel and Assistant Corporate Secretary
David Afdahl	46	Chief Operating Officer
Jeffrey Cox	51	President, IBEX Digital
Bruce Dawson	56	Chief Sales and Client Services Officer
Julie Casteel	58	Chief Strategic Accounts Officer
Non-Employee Directors		
Mohammed Khaishgi	52	Chairman
Daniella Ballou-Aares	45	Director
John Jones	64	Director
Shuja Keen	44	Director
John Leone	47	Director
Rebecca Vernon	40	Director

Our Executive Officers

Robert Dechant has served as our chief executive officer since July 2019. From September 2017 to July 2019, Mr. Dechant served as chief executive officer of IBEX Interactive (which corresponds to IBEX's current operations). From 2015 until 2017, Mr. Dechant served as chief executive officer of IBEX Global Solutions. From 2012 until 2015, Mr. Dechant served as the chief sales, marketing and client services officer at Qualfon, Inc., a global provider of call center, back office, and business process outsourcing services. Prior to that, Mr. Dechant was the chief marketing and operations officer at Stream Global Services, a large multinational business process outsourcing provider which merged with Convergys in 2014. Mr. Dechant holds a B.S. degree from Fairfield University.

Karl Gabel has served as our chief financial officer since November 2017. From 2004 until 2017, Mr. Gabel served in multiple finance leadership functions, including as the chief financial officer of IBEX Global Solutions, one of the Continuing Business Entities. Mr. Gabel holds a B.S. degree in accounting from Pennsylvania State University and an Executive M.B.A. degree from St. Joseph's University.

Christy O'Connor has served as our general counsel and assistant corporate secretary since March 2018. From 2015 to 2018, Ms. O'Connor worked for Alorica, a provider of customer management outsourcing solutions, as the chief legal and compliance officer from 2015 through 2017 and as a legal advisor thereafter. From 2014 to 2015, Ms. O'Connor was the general counsel and chief legal officer at SourceHOV. From 2011 to 2014, Ms. O'Connor was the deputy general counsel for Stream Global Services. Ms. O'Connor holds a B.A./M.A. from the University of Chicago and a J.D. from St. Mary's University School of Law and a degree in International Law from the University of Innsbruck.

David Afdahl has served as our Chief Operating Officer since 2018, where he is responsible for global operations, performance management and financial results. He joined IBEX in 2017 as the Vice President of Operations, responsible for US Operations. Mr. Afdahl has more than 23 years of operational leadership experience within the BPO industry. For seven years he served as the Managing Director for Xerox Services, where he was responsible for global operations, client management and the overall financial performance. Mr. Afdahl holds a B.A. degree in Anthropology from the University of Maryland.

Jeffrey Cox has served as president of IBEX Digital since 2008, when he founded Digital Globe Services Limited. Mr. Cox has over twenty years of wireless and cable sales and operations experience and has held executive position in sales channel development and execution, on and off-line marketing programs and call center sales and operations for some of the world's most recognized brands. Mr. Cox holds a B.A. degree from San Diego State University.

Bruce Dawson has served as our chief sales and client services officer since 2017. From 2016 until 2017, he held the same role for IBEX Global Solutions, one of the Continuing Business Entities. From 2014 until 2016, Mr. Dawson served as U.S. nearshore regional director for Atento S.A. Prior to joining Atento S.A., Mr. Dawson served at SITEL Corporation from October 2012 to March 2014 and Stream Global Services from October 2008 to August 2012. Mr. Dawson has held management positions at various companies in the BPO industry bringing as well experience from the software and telecommunications sector. He holds a B.A. degree in psychology from Denison University.

Julie Casteel has served as our Chief Sales & Marketing Officer since 2012 and is responsible for expanding new and existing clients. She currently leads the strategy for growth and profitability for ibex's largest global clients and is also responsible for the strategic development of the financial services and healthcare vertical markets. Ms. Casteel brings more than 25 years of successful sales and leadership experience within the BPO industry. For 10 years, she served as the Executive Vice-President of Global Sales & Marketing at SITEL, where she was responsible for global revenue, client relationship management and the overall company marketing strategy. Ms. Casteel has served on a number of industry boards and has been published in the Economist, The Wall Street Journal and various industry publications. She holds a B.S. degree in Biology from Texas A&M University.

Our Directors

Mohammed Khaishgi served as our chief executive officer from September 2017 through June 2019 and chairman of our board of directors since September 2017. Mr. Khaishgi was a founding partner and served as the chief operating officer of TRGI, a position he held since TRGI's inception in 2002 until December 2017, responsible for overseeing TRGI's day-to-day operations, including management and oversight of its portfolio of direct holdings. Mr. Khaishgi continues to serve as a director of TRGI. Prior to joining TRGI, Mr. Khaishgi was a senior director at Align Technology, where he managed Align's offshore delivery center and back office services operations. Mr. Khaishgi was previously a senior investment officer at the World Bank's International Finance Corporation (the "IFC") where he was responsible for the IFC's portfolio of investments in the Asian telecommunications and technology sectors. Mr. Khaishgi received his undergraduate degree in electrical engineering from the University of Engineering and Technology in Lahore, Pakistan, an additional B.A. degree in philosophy, politics and economics from the University of Oxford where he was a Rhodes Scholar, and a M.B.A. degree from Harvard Business School.

Daniella Ballou-Aares has served as a member of our board since March 2018. Ms. Ballou-Aares is chief executive officer of the Leadership Now Project, a membership organization of business and thought leaders committed to renewing democracy. Daniella spent more than a decade as a partner at Dalberg Advisors, a global strategic advisory firm with that combines the best of private sector strategy skills, rigorous analytical capabilities and networks in emerging and frontier markets to fuel inclusive growth. She joined Dalberg's founding team in 2004 served in a variety of capacities within the firm, including as the first Regional Director for the Americas. Ms. Ballou-Aares returned to Dalberg after serving in the Obama administration for five years as the senior advisor for development to the U.S. Secretary of State, leading efforts to boost private investment in newly emerging markets. Before Dalberg, she was a management consultant at Bain & Company in the U.S., U.K. and South Africa. Ms. Ballou-Aares holds an M.B.A. from Harvard Business School, an M.P.A. from Harvard's Kennedy School of Government and a B.S. in operations research and industrial engineering from Cornell University.

John Jones has served as a member of our board since March 2018. Mr. Jones previously served Expert Global Solutions, Inc. as chief client officer from 2015 until 2016 and chief operating officer from 2011 until 2015. Prior to joining Expert Global Solutions, Inc. in 2011, Mr. Jones served in various leadership roles at JPMorgan Chase & Co. for more than 25 years. He holds a B.S. degree in business management from the University of Phoenix.

Shuja Keen has served as a member of our board since March 2018. Mr. Keen joined TRGI in 2002 and currently serves as a managing director. His primary responsibility is to help the firm drive value by improving the operational effectiveness of TRGI's portfolio companies, and leading fundraising, growth, and liquidity initiatives. Mr. Keen graduated with a S.B. degree from the Sloan School of Management at the Massachusetts Institute of Technology with concentrations in finance, information technology, and operations research and a minor in economics.

John Leone has served as a member of our board since March 2018 and is a member of the board of directors of TRG Pakistan Ltd. Mr. Leone founded ForeVest Capital Partners in 2016 and currently serves as a Managing Partner. Prior to founding ForeVest Capital Partners, Mr. Leone served at PineBridge Investments and its predecessor, AIG Investments, from 2004 to September 2016. Mr. Leone holds a J.D. from The George Washington University School of Law and a B.A. from Binghamton University.

Rebecca (Becky) Vernon has served as a member of our board since March 2019. Ms. Vernon is a senior corporate lawyer at ASW Law based in Hamilton, Bermuda. Her practice covers all aspects of general and transactional Bermuda corporate law including mergers and acquisitions, debt and equity financings and IPOs, much of which has a technology focus. Ms. Vernon joined ASW Law in June 2013 from London-based law firm Stephenson Harwood LLP where she practiced as a senior associate in the corporate finance team. Ms. Vernon holds a Bachelor or Laws (LLB) from the University of Sussex in the UK (2001) and completed her post graduate Legal Practice Course at BPP Law School in London (2003). She qualified as a solicitor in the UK in 2005.

Our executive officers are elected by, and serve at the discretion of, our board of directors. There are no familial relationships among our directors and executive officers.

Board Composition and Election of Directors

Board Composition

Our board of directors currently consists of five members. Our bye-laws that will become effective upon the closing of this offering provide that our board of directors shall consist of up to ten directors, unless otherwise determined by us in general meeting. Our directors generally hold office for such terms as our shareholders may determine or, in the absence of such determination, until the next annual general meeting or until their successors are elected or appointed or their office is otherwise vacated.

Our directors currently serve on the board of directors pursuant to the voting provisions of our bye-laws, under which certain directors may be nominated by TRGI.

For additional information regarding our board of directors, see "Description of Share Capital—Election and Removal of Directors."

Director Independence

Our board of directors has undertaken a review of the independence of the directors and considered whether any director has a material relationship with us that could compromise his or her ability to exercise independent judgment in carrying out his or her responsibilities. Based upon information requested from and provided by each director concerning such director's background, employment and affiliations, including family relationships, our board of directors determined that Ms. Ballou-Aares and Messrs. Jones and Leone, representing three of our six directors, are "independent directors" as defined under the listing standards of the Nasdaq Stock Market. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director

has with our company and all other facts and circumstances that our board of directors deemed relevant in determining their independence, including the beneficial ownership of our share capital by each non-employee director and the transactions involving them described in "Related Party Transactions."

Following the completion of this offering, we will be a "controlled company" under the rules of Nasdaq because more than 50% of the voting power of our shares will be held by TRGI. See "Principal and Selling Shareholder." We intend to rely upon the "controlled company" exception relating to the board of directors and committee independence requirements under the Nasdaq listing rules. Pursuant to this exception, we will be exempt from the rules that would otherwise require that our board of directors consist of a majority of independent directors and that our compensation committee and nominating and governance committee be composed entirely of independent directors. The "controlled company" exception does not modify the independence requirements for the audit committee, and we intend to comply with the requirements of the Exchange Act and the rules of Nasdaq, which require that our audit committee have a majority of independent directors upon consummation of this offering, and exclusively independent directors within one year following the effective date of the registration statement relating to this offering.

Board Committees

Upon the completion of this offering, we will have an audit committee, a compensation committee and a nominating and corporate governance committee. We have adopted a charter for each of these committees.

Audit Committee

Upon the completion of this offering, our audit committee will consist of Ms. Ballou-Aares and Mr. Leone. Mr. Leone will be the chair of the audit committee. Each member satisfies the independence requirements of the Nasdaq Stock Market listing standards, and Mr. Leone qualifies as an "audit committee financial expert," as defined in Item 16A of Form 20-F and as determined by our board of directors. The audit committee will oversee our accounting and financial reporting processes and the audits of our audited consolidated financial statements. The audit committee will be responsible for, among other things:

- making recommendations to our board regarding the appointment by the shareholders at the general meeting of shareholders of our independent auditors;
- overseeing the work of the independent auditors, including resolving disagreements between management and the independent auditors relating to financial reporting;
- pre-approving all audit and non-audit services permitted to be performed by the independent auditors;
- reviewing the independence and quality control procedures of the independent auditors;
- discussing material off-balance sheet transactions, arrangements and obligations with management and the independent auditors;
- reviewing and approving all proposed related-party transactions;
- discussing the annual audited consolidated and statutory financial statements with management;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- meeting separately with the independent auditors to discuss critical accounting policies, recommendations on internal controls, the auditor's engagement letter and independence letter and other material written communications between the independent auditors and the management; and
- attending to such other matters as are specifically delegated to our audit committee by our board from time to time.

Compensation Committee

Upon the completion of this offering, our compensation committee will consist of Messrs. Jones and Keen. Mr. Keen will be the chair of the compensation committee. The compensation committee will assist the board in reviewing and approving or recommending our compensation structure, including all forms of compensation relating to our directors

and management. Members of our management may not be present at any committee meeting while the compensation of our chief executive officer is deliberated. The compensation committee will be responsible for, among other things:

- reviewing and approving the compensation, including equity compensation, change-of-control benefits and severance arrangements, of our chief executive officer, chief financial officer and such other members of our management as it deems appropriate;
- overseeing the evaluation of our management;
- reviewing periodically and making recommendations to our board with respect to any incentive compensation and equity plans, programs or similar arrangements; and
- attending to such other matters as are specifically delegated to our compensation committee by our board from time to time.

Nominating and Corporate Governance Committee

Upon the completion of this offering, our nominating and corporate governance committee will consist of Messrs. Keen and Khaishgi. Mr. Keen will be the chair of the nominating and corporate governance committee. The nominating and corporate governance committee will assist the board in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nominating and corporate governance committee will be responsible for, among other things:

- recommending to the board of directors persons to be nominated for election or re-election to the board at any meeting of the shareholders;
- overseeing the board of directors' annual review of its own performance and the performance of its committees; and
- considering, preparing and recommending to the board a set of corporate governance guidelines.

Other Corporate Governance Matters

The Sarbanes-Oxley Act of 2002, as well as related rules subsequently implemented by the SEC, requires foreign private issuers, including our company, to comply with various corporate governance practices. In addition, rules provide that foreign private issuers may follow home country practice in lieu of corporate governance standards, subject to certain exceptions and except to the extent that such exemptions would be contrary to U.S. federal securities laws.

We intend to take all actions necessary for us to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act of 2002, the rules adopted by the SEC and the Nasdaq listing standards.

Because we are a foreign private issuer, our directors and senior management are not subject to short-swing profit and insider trading reporting obligations under section 16 of the Exchange Act. They will, however, be subject to the obligations to report changes in share ownership under section 13 of the Exchange Act and related SEC rules.

As a foreign private issuer, we are also exempt from certain corporate governance standards applicable to U.S. issuers. For example, Section 5605(b)(1) of the Nasdaq Listing Rules requires listed companies to have, among other things, a majority of their board members be independent, and Section 5605(d) and 5605I require listed companies to have independent director oversight of executive compensation, nomination of directors and corporate governance matters. In addition, we are not required to maintain a minimum of three members on our audit committee or to affirmatively determine that all members of our audit committee are "independent" using more stringent criteria than those applicable to us as a foreign private issuer. As a foreign private issuer, however, we are permitted to follow Bermuda practice in lieu of the above requirements, under which there is no requirement that a majority of our directors be independent.

We have opted out of shareholder approval requirements for the issuance of securities in connection with certain events such as the acquisition of stock or assets of another company, the establishment of or amendments to equity-based compensation plans for employees, a change of control of us and certain private placements. To this extent, our practice varies from the requirements of Nasdaq Listing Rule 5635, which generally requires an issuer to obtain shareholder approval for the issuance of securities in connection with such events.

Code of Business Conduct and Ethics

We will adopt a code of business conduct and ethics applicable to our principal executive, financial and accounting officers and all persons performing similar functions. A copy of that code will be available on our website at www.ibex.co upon the closing of this offering. We expect that any amendments to such code, or any waivers of its requirements, will be disclosed on our website.

Risk Oversight

Our board of directors is currently responsible for overseeing our risk management process. The board of directors focuses on our general risk management strategy and the most significant risks facing us, and ensures that appropriate risk mitigation strategies are implemented by management. The board of directors is also apprised of particular risk management matters in connection with its general oversight and approval of corporate matters and significant transactions.

Following the completion of this offering, our board of directors will delegate to the audit committee oversight of our risk management process. Our other board committees will also consider and address risk as they perform their respective committee responsibilities. All committees will report to the full board of directors as appropriate, including when a matter rises to the level of a material or enterprise level risk.

Our management is responsible for day-to-day risk management. This oversight includes identifying, evaluating, and addressing potential risks that may exist at the enterprise, strategic, financial, operational, compliance and reporting levels.

Compensation of Executive Officers and Directors

We paid our directors and executive officers an aggregate amount of approximately $6.25 million for services provided in fiscal year 2019, including approximately $2.87 million of salary, $2.12 million of share-based payments, $1.25 million of commissions and bonuses and $0.01 million of pension, retirement and similar benefit plans. For more information regarding a description of applicable stock-based and cash-based plans, see Note 19 to our audited consolidated financial statements.

The equity ownership of our executive officers and directors is described below under the heading “Principal and Selling Shareholder.”

In addition, our board of directors adopted a new equity benefit plan as described under “IBEX Limited 2020 Long Term Incentive Plan” pursuant to which a total of 1,287,326.13 common shares will be authorized for issuance (as further described below). In connection with this offering and under the 2020 LTIP Plan, we intend to grant certain officers options to purchase common shares based on a dollar value. Assuming the shares are offered at $ (the midpoint of the price range set forth on the cover of this prospectus), options to purchase a total of common shares at an exercise price equal to the initial public offering price will be granted under the 2020 LTIP Plan, including option grants to Robert Dechant of shares, Karl Gabel of shares, Bruce Dawson of shares, David Afdahl of shares, Christy O’Conner of shares, and Julie Casteel of shares. See “Certain Relationships and Related Transactions—IPO Option Grants.”

2017 IBEX Plan

On June 20, 2017, our board of directors and shareholders approved and adopted the 2017 IBEX Plan. From December 22, 2017 through and including December 31, 2017, we issued an aggregate of 1,778,569 new stock options

under the 2017 IBEX Plan. On December 22, 2017, all of the legacy stock option plans that the Continuing Business Entities had maintained and the equity awards granted thereunder were cancelled. For more information on the legacy phantom stock option plans, refer to Note 19 to our audited consolidated financial statements included elsewhere in this prospectus.

The following description summarizes the principal terms of the 2017 IBEX Plan.

Purpose

The purpose of the 2017 IBEX Plan was to enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2017 IBEX Plan provided for grants of stock options and restricted stock awards.

Eligibility

Selected employees, consultants or directors of our company or our affiliates were eligible to receive nonstatutory stock options and restricted stock awards under the 2017 IBEX Plan, but only employees of our company were eligible to receive incentive stock options.

Administration

The 2017 IBEX Plan was administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2017 IBEX Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator had the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2017 IBEX Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2017 IBEX Plan and any agreements related to awards granted under the 2017 IBEX Plan. Our board of directors could also delegate authority to one of more of our officers to make awards under the 2017 IBEX Plan.

Available Shares

A maximum of 2,559,323 common shares was issuable under the 2017 IBEX Plan. This limit could be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions. If an award expired or became unexercisable for any reason without having been exercised in full, or is surrendered pursuant to an option exchange program, the common shares subject to such award were available for further awards under the 2017 IBEX Plan. Common shares used to pay the exercise or purchase price of an award or tax obligations were treated as not issued and would continue to be available under the 2017 IBEX Plan. Common shares issued under the 2017 IBEX Plan and later forfeited to us due to the failure to vest or repurchased by us at the original purchase price paid to us for such common shares would again be available for future grant under the 2017 IBEX Plan.

Award Agreements

Awards granted under the 2017 IBEX Plan were evidenced by award agreements, which did not need to be identical and which could be modified to the extent necessary to comply with applicable law in the relevant jurisdiction of the respective participant, that provided additional terms of the award, as determined by the administrator.

Stock Options

The 2017 IBEX Plan allowed the administrator to grant incentive stock options, as that term is defined in section 422 of the Internal Revenue Code, or non-statutory stock options. Only our employees could receive incentive stock option awards. The term of each option could not exceed ten years, or five years in the case of an incentive stock option granted to a ten percent shareholder. No incentive stock option or non-qualified stock option could have an exercise price less than the fair market value of a common share at the time of grant or, in the case of an incentive stock option granted to a ten percent shareholder, 110% of such share's fair market value. Options were exercisable at such time or times and subject to such terms and conditions as determined by the administrator at grant and the exercisability of such options could be accelerated by the administrator.

Restricted Stock

The 2017 IBEX Plan allowed the administrator to grant restricted stock awards. Once the restricted stock was purchased or received, the participant would have the rights equivalent to those of a holder of our common shares, and would be a record holder when his or her purchase and the issuance of the common shares was entered upon the records of our duly authorized transfer agent. Unless otherwise determined by the administrator, we would have a right to repurchase any grants of restricted stock upon a recipient's voluntary or involuntary termination of employment for any reason at a price equal to the original purchase price of such restricted stock.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of restricted stock, a participant would have no rights as a shareholder with respect to common shares covered by any award until the participant became the record holder of such common shares.

Amendment and Termination

Our board of directors could, at any time, amend or terminate the 2017 IBEX Plan but no amendment or termination could be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards granted under the 2017 IBEX Plan could not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2017 IBEX Plan became effective on June 20, 2017 and would have expired on June 20, 2027 unless terminated earlier by the board of directors.

On December 28, 2018, the 2017 IBEX Plan was terminated and all grants awarded thereunder were cancelled.

Restricted Share Plan

On December 21, 2018, our board of directors and shareholders approved and adopted the 2018 RSA Plan. As of March 31, 2020, awards covering an aggregate of 1,851,788 Class B common shares had been made, of which 1,137,768 Class B common shares, or 61.4%, subject to awards under the 2018 RSA Plan have vested.

The following description of the 2018 RSA Plan is qualified in its entirety by the full text of the 2018 RSA Plan, which has been filed with the SEC as an exhibit to the registration statement of which this prospectus forms a part.

Purpose

The 2018 RSA Plan enabled us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2018 RSA Plan provides for awards of Class B common shares.

Eligibility

Selected employees, consultants or directors of our company or our affiliates were eligible to receive non-statutory restricted stock awards under the 2018 RSA Plan, but only employees of our company were eligible to receive incentive stock awards.

Administration

The 2018 RSA Plan is administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2018 RSA Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator has the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2018 RSA Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2018 RSA Plan and any agreements related to awards granted under the 2018 RSA Plan. Our board of directors may also delegate authority to one of more of our officers to make awards under the 2018 RSA Plan.

Available Shares

Subject to adjustment, a maximum of 2,559,323.13 Class B common shares could be awarded under the 2018 RSA Plan. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions.

If any award of Class B common shares under the 2018 RSA Plan (“Restricted Shares”) expires or is forfeited in whole or in part, the unused Class B Common Shares covered by such Restricted Share award shall again be available for the grant under the 2020 LTIP. Additionally, any Class B Common Shares delivered to the Company by a Participant to either used to purchase additional Restricted Shares or to satisfy the applicable tax withholding obligations with respect to Restricted Shares (including shares retained from the Restricted Share award creating the tax obligation) shall be added back to the number of shares available for the future grant under the 2020 LTIP.

Restricted Shares

The board may grant awards entitling recipients to acquire Restricted Shares, subject to the right of the Company to repurchase all or part of such Restricted Shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the Board in the applicable Restricted Share award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Restricted Share award.

The board shall determine the terms and conditions of a Restricted Share award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of Restricted Shares, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination

Our board of directors may, at any time, amend or terminate the 2018 RSA Plan but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards of Restricted Shares under the 2018 RSA Plan may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2018 RSA Plan became effective on December 21, 2018 and expires on December 31, 2028 unless terminated earlier by the board of directors. Upon approval of the 2020 LTIP, no further awards will be made under the 2018 RSA Plan.

Phantom Stock Options

Phantom Stock Plans

In June 2013, each of IBEX Philippines Inc., IBEX Global Solutions (Private) Limited, The Resource Group Senegal S.A., Virtual World (Private) Limited adopted phantom stock plans (collectively, the “Legacy Phantom Stock Plans”), which provided for grants of “phantom stock options” to certain of their executive officers and employees. Each phantom stock option provided the participant with a contractual right to receive upon vesting an amount equal to the difference between the fair market value of a share at the time of exercise and the exercise price of the option per share. In February 2018, all Legacy Phantom Stock Plans were terminated and phantom stock options granted under such plans were cancelled.

In February 2018, each of IBEX Global Solutions (Private) Limited, DGS (Private) Limited, eTelequote (Private) Limited, IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, IBEX Global Solutions Senegal S.A., and Virtual World (Private) Limited, and in March 2018, each of IBEX Global Jamaica Limited, and IBEX Global Solutions Nicaragua SA adopted phantom stock plans (collectively, the “Phantom Stock Plans”, which provide for grants of “phantom stock options” to certain of their executive officers and employees. Each phantom stock option provides the participant with a contractual right to receive an amount equal to the difference between the fair market value of a

vested common share of IBEX Limited at the time of exercise and the exercise price of the option per share. In the event that the payment due to a grantee who has exercised an option exceeds $10,000, the relevant company may elect in its sole discretion to make payments in equal installments (without interest) over a period not exceeding three years, provided that each installment shall be no less than $10,000 (unless the residual amount is less than $10,000). On February 23, 2018, we granted 105,546 phantom stock options under the Phantom Stock Plans. On March 1, 2018, we granted 77,129 phantom stock options under the Phantom Stock Plans.

On December 28, 2018, we terminated the Phantom Stock Plans for IBEX Global Solutions (Private) Limited, DGS (Private) Limited, eTelequote (Private) Limited, IBEX Global Solutions Senegal S.A., Virtual World (Private) Limited, and IBEX Global Solutions Nicaragua SA. All phantom stock options under these specific Phantom Stock Plans were cancelled upon termination of the identified Phantom Stock Plans.

The Phantom Stock Plans for IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, and IBEX Global Jamaica Limited remain in effect. As of June 30, 2019, an aggregate amount of 41,993 phantom stock options has vested and an aggregate amount of 54,575 phantom stock options is outstanding under those plans. As of March 31, 2020, an aggregate amount of 51,099 phantom stock options have vested and an aggregate amount of 11,926 phantom stock options are outstanding under those plans.

IBEX Limited 2020 Long Term Incentive Plan

On May 20, 2020 (“Effective Date”), our board of directors and shareholders approved and adopted the 2020 LTIP. As of , awards covering an aggregate of Class B common shares in the form of Share Options had been made, of which Class B common shares in the form of Share Options had vested as of such date. As of no Class B common shares, subject to awards under the 2020 LTIP have vested.

No Awards (as defined below) will be made under the IBEX Holdings Limited 2018 RSA Plan on or after the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Share, pursuant to which the Common Share is priced for the initial public offering.

The following description of the 2020 LTIP is qualified in its entirety by the full text of the 2020 LTIP, which has been filed with the SEC as an exhibit to the registration statement of which this prospectus forms a part.

Purpose

We believe that the 2020 LTIP will enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

The 2020 Long Term Incentive Plan is designed to:

- promote the long-term financial interests and growth of our Company and its subsidiaries by attracting and retaining directors and employees, which include management as well as other personnel;
- motivate management by means of growth-related incentives to achieve long-range goals; and
- further the alignment of the interests of participants and those of our shareholders, through opportunities for increased stock or share-based ownership in our Company.

Types of Awards

The 2020 LTIP provides for awards of Class B common shares.

Eligibility

All of our officers, non-employee directors, employees and consultants are eligible to participate in the 2020 Long Term Incentive Plan.

Participation by Non-Employee Directors

Although our non-employee directors, including our independent directors, are not involved in the day-to-day running of our operations, they play an invaluable role in furthering our business interests by contributing their experience and expertise. In particular, a number of our independent directors have substantial experience and expertise in pharmaceutical research and development and play an important role in helping us shape our business strategy. It is crucial for us to be able to attract, retain and incentivize such individuals.

It may not always be possible to quantify the services and contributions of our non-employee directors to our Company, and accordingly, it may not always be possible to compensate them fully or appropriately by increasing their directors' fees or other cash payments. To that end, participation by non-employee directors in the 2020 Long Term Incentive Plan will provide our Company with a further avenue via which to acknowledge and reward their services and contributions to our Company. In addition, we believe that opportunities for increased shares or share-based ownership in our Company will further the alignment of the interests of our non-employee directors with the interests of our shareholders.

Administration

The 2020 Long Term Incentive Plan will be administered by the “Administrator”, as defined below.

For the purposes of the 2020 Long Term Incentive Plan, “Administrator” means our Compensation Committee, or such other committee(s) of director(s) duly appointed by our Board or our Compensation Committee to administer the 2020 Long Term Incentive Plan or delegated limited authority to perform administrative actions under the 2020 Long Term Incentive Plan, and having such powers as shall be specified by our Board or our Compensation Committee, provided, however, that at any time our Board may serve as the Administrator in lieu of or in addition to our Compensation Committee or such other committee(s) of director(s) to whom administrative authority has been delegated. As of May 20, 2020, the Administrator is the Compensation Committee.

The Administrator has the authority, in its sole and absolute discretion, to grant Awards under the 2020 Long Term Incentive Plan to eligible individuals, and to take all other actions necessary or desirable to carry out the purpose and intent of the 2020 Long Term Incentive Plan. Further, the Administrator has the authority, in its sole and absolute discretion, subject to the terms and conditions of the 2020 Long Term Incentive Plan, to, among other things:

(a) determine the eligible individuals to whom, and the time or times at which, Awards shall be granted;

(b) determine the type of Awards to be granted to any eligible individual;

(c) determine the number of shares to be covered by or used for reference purposes for each Award or the value to be transferred pursuant to any Award; and

(d) determine the terms, conditions and restrictions applicable to each Award and any shares acquired pursuant thereto, including, without limitation, (i) the purchase price of any shares, (ii) the method of payment for shares purchased pursuant to any Award, (iii) the method for satisfying any tax withholding obligation arising in connection with any Award, including by the withholding or delivery of shares, (iv) the timing, terms and conditions of the exercisability, vesting or payout of any Award or any shares acquired pursuant thereto, (v) the performance goals applicable to any Award and the extent to which such performance goals have been attained, (vi) the time of the expiration of an Award, (vii) any such modification, amendment or substitution that results in repricing of the Award which may be made without prior stockholder approval, (viii) the effect of a participant's Termination of Service, as defined in the 2020 Long Term Incentive Plan, on any of the foregoing and (ix) all other terms, conditions and restrictions applicable to any Award or shares acquired pursuant thereto as the Administrator considers to be appropriate and not inconsistent with the terms of the 2020 Long Term Incentive Plan.

Available Shares

Subject to adjustment, a maximum 1,287,326.13 Class B common shares may be awarded under the 2020 LTIP. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions.

Subject to adjustment as provided in the provision of the 2020 Long Term Incentive Plan pertaining to the occurrence of certain corporate transactions, the maximum number of shares that may be issued pursuant to share options granted under the 2020 Long Term Incentive Plan that are intended to qualify as “incentive stock options” as that term is defined in Section 422 of the Internal Revenue Code (the “Code”) is 3,500,000.

If any award of Class B common shares under the 2020 LTIP (“Restricted Shares”) or 2018 RSA Plan expires or is forfeited in whole or in part, the unused Class B Common Shares covered by such awards shall again be available for the grant under the 2020 LTIP. Additionally, any Class B Common Shares delivered to the Company by a Participant to purchase additional Restricted Shares or to satisfy the applicable tax withholding obligations with respect to any Awards (including shares retained from the Award creating the tax obligation) shall be added back to the number of shares available for the future grant of Awards under the 2020 LTIP.

Maximum Entitlements Under the 2020 Long Term Incentive Plan

The Administrator may establish compensation for directors who are not employees of our Company or any of our Affiliates, as defined in the 2020 Long Term Incentive Plan, or the Non-Employee Directors, from time to time, provided that the sum of any cash compensation and the grant date fair value of Awards granted under the 2020 Long Term Incentive Plan to a non-employee director as compensation for services as a non-employee director during any calendar year may not exceed $250,000 for an annual grant, provided however that in a non-employee's director first year of service, compensation for services may not exceed $500,000. The Administrator may make exceptions to this limit for individual non-employee directors in extraordinary circumstances, as the Administrator may determine in its discretion, provided that the non-employee director receiving such additional compensation may not participate in the decision to award such compensation or in other compensation decisions involving non-employee director.

Awards

Awards may be granted individually or in tandem with other types of Awards, concurrently with or with respect to outstanding Awards. All Awards are subject to the terms and conditions provided in the Award Agreement, which shall be delivered to the Participant receiving such Award upon, or as promptly as is reasonably practicable following, the grant of such Award. Unless otherwise specified by the Administrator, in its sole discretion, or otherwise provided in the Award Agreement, an Award shall not be effective unless the Award Agreement is signed or otherwise accepted by IBEX and the Participant receiving the Award (including by electronic delivery and/or electronic signature). Participants are not required to pay for the application or acceptance of Awards.

Share Options. The board may grant awards entitling recipients to acquire share options (“Share Options”). A Share Option means a right to purchase a specified number of Common Shares from IBEX at a specified price during a specified period of time. The exercise price per share subject to a Share Option granted under the 2020 Long Term Incentive Plan shall not be less than the fair market value of one share on the date of grant of the Share Option, except as provided under applicable law or with respect to Share Options that are granted in substitution of similar types of awards of a company acquired by our Company or with which our Company combines (whether in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or stock, or otherwise) to preserve the intrinsic value of such awards. The Administrator may from time to time grant to

eligible individuals Awards of Incentive Share Options or Nonqualified Options; *provided, however,* that Awards of Incentive Share Options shall be limited to employees of IBEX or of any current or hereafter existing "parent corporation" or "subsidiary corporation," as defined in Sections 424(e) and 424(f) of the Code, respectively, of IBEX, and any other eligible individuals who are eligible to receive Incentive Share Options under the provisions of Section 422 of the Code. No Share Option shall be an Incentive Share Option unless so designated by the Administrator at the time of grant or in the applicable Award Agreement. Share Options shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator; *provided, however,* that Awards of Share Options may not have a term in excess of ten years' duration unless required otherwise by applicable law. Except as provided in the applicable award agreement or otherwise determined by the Administrator, to the extent Share Options are not vested and exercisable, a participant's Share Options shall be forfeited upon his Termination of Service.

Share Appreciation Rights. The board may also grant awards of share appreciation rights. A share appreciation right entitles the Participant to receive, subject to the provisions of the Plan and the applicable Award Agreement, a payment having an aggregate value equal to the product of (i) the excess of (A) the fair market value on the exercise date of one share of Common Share over (B) the base price per share specified in the applicable Award Agreement, times (ii) the number of shares specified by the share appreciation right, or portion thereof, which is exercised. The base price per share specified in the applicable Award Agreement shall not be less than the lower of the fair market value on the date of grant or the exercise price of any tandem share option to which the share appreciation right is related, or with respect to share appreciation rights that are granted in substitution of similar types of awards of a company acquired by the Company or a Subsidiary or with which the Company or a Subsidiary combines (whether in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or share, or otherwise) such base price as is necessary to preserve the intrinsic value of such awards.

Share appreciation rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator; provided, however, that share appreciation rights granted under the 2020 Long Term Incentive Plan may not have a term in excess of ten years unless otherwise required by applicable law.

Except as provided in the applicable award agreement or otherwise determined by the Administrator, to the extent share appreciation rights are not vested and exercisable, a participant's share appreciation rights shall be forfeited upon his Termination of Service.

Share Awards. The Administrator may from time to time grant to Eligible Individuals Awards of unrestricted Common Share or Restricted Share (collectively, "*Share Awards*") on such terms and conditions, such as performance based on certain performance criteria, and for such consideration, including no consideration or such minimum consideration as the Administrator shall determine, subject to the limitations set forth in the 2020 LTIP. Share Awards shall be evidenced in such manner as the Administrator may deem appropriate, including via book-entry registration.

The board shall determine the terms and conditions of a Share Award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

Share Units

The Administrator may, from time to time, grant to eligible individuals Awards of unrestricted share units or Restricted Share Units. For the purposes of the 2020 Long Term Incentive Plan, "Restricted Share Unit" means a right granted to a participant to receive shares or cash at the end of a specified deferral period, which right may be conditioned on the satisfaction of certain requirements, including the satisfaction of certain performance goals.

Restricted Share Units shall be subject to such vesting, risk of forfeiture and/or payment provisions as the Administrator may impose at the date of grant. The Restriction Period to which such vesting and/or risk of forfeiture applies may lapse under such circumstances, including without limitation upon the attainment of performance goals, in such installments, or otherwise, as the Administrator may determine.

Until shares are issued to the participant in settlement of share units, the participant shall not have any rights of a shareholder with respect to the share units or the shares issuable thereunder. The Administrator may grant the participant the right to dividend equivalents on share units, on a current, reinvested and/or restricted basis, subject to such terms as the Administrator may determine; provided, however, that dividend equivalents declared payable on share units granted as a Performance Award shall rather than be paid on a current basis, be accrued and made subject to forfeiture at least until achievement of the applicable performance goal relating to such share units.

Performance Shares and Performance Units

An award of Performance Shares, as that term is used in the 2020 LTIP, refers to shares of our common stock or stock units that are expressed in terms of our common stock, the issuance, vesting, lapse of restrictions or payment of which is contingent on performance as measured against predetermined objectives over a specified performance period. An award of Performance Units, as that term is used in the 2020 LTIP, refers to dollar-denominated units valued by reference to designated criteria established by the administrator, other than our common stock, whose issuance, vesting, lapse of restrictions or payment is contingent on performance as measured against predetermined objectives over a specified performance period. The applicable award agreement will specify whether Performance Shares and Performance Units will be settled or paid in cash or shares of our common stock or a combination of both, or will reserve to the administrator or the participant the right to make that determination prior to or at the payment or settlement date.

The Administrator will, prior to or at the time of grant, condition the grant, vesting or payment of, or lapse of restrictions on, an award of Performance Shares or Performance Units upon (A) the attainment of performance goals during a performance period or (B) the attainment of performance goals and the continued service of the participant. The length of the performance period, the performance goals to be achieved during the performance period, and the measure of whether and to what degree such performance goals have been attained will be conclusively determined by the Administrator in the exercise of its absolute discretion. Performance goals may include minimum, maximum and target levels of performance, with the size of the award or payout of Performance Shares or Performance Units or the vesting or lapse of restrictions with respect thereto based on the level attained. An award of Performance Shares or Performance Units will be settled as and when the award vests or at a later time specified in the award agreement or in accordance with an election of the participant, if the Administrator so permits, that meets the requirements of Section 409A or Section 457A of the Code.

Performance goals applicable to performance-based awards may be awarded based on performance metrics to be attained within a predetermined performance period as they may apply to an individual, one or more business units, divisions, or affiliates, or on a company-wide basis, and in absolute terms, relative to a base period, or relative to the performance of one or more comparable companies, peer groups, or an index covering multiple companies.

The Administrator may, in its discretion, adjust the performance goals applicable to any awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations and the cumulative effects of accounting or tax changes.

Other Share-Based Awards

The Administrator may, from time to time, grant to eligible individuals Awards in the form of Other Share-Based Awards. For the purposes of the 2020 Long Term Incentive Plan, “Other Share-Based Award” means an Award of shares or any other Award that is valued in whole or in part by reference to, or that is otherwise based upon, shares, including without limitation dividend equivalents and convertible debentures.

Adjustment Events

In the event of a merger, amalgamation, consolidation, rights offering, statutory share exchange or similar event affecting our Company (each, a “Corporate Event”), or a share dividend, share split, reverse share split, separation, spinoff, reorganization, extraordinary dividend of cash or other property, share combination or subdivision or

recapitalization or similar event affecting the capital structure of our Company (each, a "Share Change"), that occurs at any time after the Effective Date (including any such Corporate Event or Share Change that occurs after such adoption and coincident with or prior to the Effective Date), the Administrator shall make equitable and appropriate substitutions or proportionate adjustments to (a) the aggregate number and kind of shares or other securities on which Awards under the 2020 Long Term Incentive Plan may be granted to eligible individuals, (b) the maximum number of shares or other securities with respect to which Awards may be granted during any one calendar year to any individual, (c) the maximum number of shares or other securities that may be issued with respect to incentive stock options granted under the 2020 Long Term Incentive Plan, (d) the number of shares or other securities covered by each outstanding Award and the exercise price, base price or other price per share, if any, and other relevant terms of each outstanding Award and (e) all other numerical limitations relating to Awards, whether contained in the 2020 Long Term Incentive Plan or in award agreements; provided, however, that any fractional shares resulting from any such adjustment shall be eliminated and that no such adjustment shall be made if as a result, the participant receives a benefit that a shareholder does not receive and any adjustment (except in relation to a capitalization issue) must be confirmed in writing by the auditors of our Company (acting as experts and not as arbitrators) to be, in their opinion, fair and reasonable.

In the case of Corporate Events, the Administrator may make such other adjustments to outstanding Awards as it determines to be appropriate and desirable, which adjustments may include, without limitation, (a) the cancellation of outstanding Awards in exchange for payments of cash, securities or other property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Administrator in its sole discretion (it being understood that in the case of a Corporate Event with respect to which shareholders receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Administrator that the value of a share option or share appreciation right shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each share pursuant to such Corporate Event over the exercise price or base price of such share option or share appreciation right shall conclusively be deemed valid and that any share option or share appreciation right may be cancelled for no consideration upon a Corporate Event if its exercise price or base price equals or exceeds the value of the consideration being paid for each share pursuant to such Corporate Event), (b) the substitution of securities or other property (including, without limitation, cash or other securities of our Company and securities of entities other than our Company) for the shares subject to outstanding Awards and (c) the substitution of equivalent awards, as determined in the sole discretion of the Administrator, of the surviving or successor entity or a parent thereof.

Change in Control

In the event of a change in control, as defined in the 2020 LTIP Plan, of our Company, outstanding awards will terminate upon the effective time of the change in control unless provision is made for the continuation, assumption or substitution of awards by the surviving or successor entity or its parent. Unless an award agreement says otherwise, the following will occur with respect to awards that terminate in connection with a change in control of our Company:

- share options and share appreciation rights will become fully exercisable and holders of these awards will be permitted immediately before the change in control to exercise them;
- Restricted Shares and share units with time-based vesting (i.e., not subject to achievement of performance goals) will become fully vested immediately before the change in control, and share units will be settled as promptly as is practicable in accordance with applicable law; and
- Restricted Shares and share units that vest based on the achievement of performance goals will vest as if the performance goal for the unexpired performance period had been achieved at the target level; and the performance share units will be settled as promptly as is practicable in accordance with applicable law.

Shareholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of Restricted Shares, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination of 2020 LTIP

Our board of directors may, at any time, amend or terminate the 2020 LTIP but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent, except such an amendment made to comply with applicable law or rule of any securities exchange or market on which our shares are listed or admitted for trading or to prevent adverse tax or accounting consequences to our company or the participant. If required to comply with Bermuda law and any other applicable laws or stock exchange rules or the rules of any automated quotation systems (other than any requirement which may be disapplied by the Company following any available home country exemption), the Company shall obtain shareholder approval of any 2020 LTIP Plan amendment in such a manner and to such a degree as required.

Amendment of Awards

The Administrator may unilaterally amend the terms of any Award theretofore granted, but no such amendment shall materially impair the rights of any participant with respect to an Award without the participant's consent,, except such an amendment made to cause the 2020 Long Term Incentive Plan or Award to comply with applicable law, applicable rule of any securities exchange on which our shares of common stock are listed or admitted for trading, or to prevent adverse tax or accounting consequences for the participant or our company or any of our Affiliates. For purposes of the foregoing sentence, an amendment to an Award that results in a change in the tax consequences of the Award to the participant shall not be considered to be a material impairment of the rights of the participant and shall not require the participant's consent.

Transferability

Subject to certain limited exceptions, Awards under the 2020 LTIP may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2020 Long Term Incentive Plan will remain in effect, subject to the right of our Board or our Compensation Committee to amend or terminate the 2020 Long Term Incentive Plan at any time, until the earlier of (a) the earliest date as of which all Awards granted under the 2020 Long Term Incentive Plan have been satisfied in full or terminated and no shares approved for issuance under the 2020 Long Term Incentive Plan remain available to be granted under new Awards, or (b) May 20, 2030. No Awards will be granted under the 2020 Long Term Incentive Plan after such termination date. Subject to other applicable provisions of the 2020 Long Term Incentive Plan, all Awards made under the 2020 Long Term Incentive Plan on or before May 20, 2030, or such earlier termination of the 2020 Long Term Incentive Plan, shall remain in effect until such Awards have been satisfied or terminated in accordance with the 2020 Long Term Incentive Plan and the terms of such Awards.

PRINCIPAL AND SELLING SHAREHOLDER

The following table sets forth information with respect to the beneficial ownership of our common shares as of March 31, 2020 by:

- each of our directors;
- each of our executive officers;
- all of our directors and executive officers as a group; and
- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our common shares, and who are referred to as our major shareholders.

The column entitled “Shares Beneficially Owned Before this Offering” is based on a total of common shares which, (i) for comparability purposes, gives effect to the automatic conversion, upon the completion of this offering, of one Series A preferred share, 11,083,691.3814 Series B preferred shares, 111,986.4786 Series C preferred shares and 1,137,768 Class B common shares into an aggregate of common shares and (ii) includes unvested restricted common shares. Solely for purposes of the table below, we consider the unvested restricted common shares to be issued and outstanding because the holders of such securities will have the right to vote such securities after giving effect to the conversion of the Class B common shares into common shares upon the completion of this offering (the “Class B conversion”). The column entitled “Shares Beneficially Owned After this Offering if the underwriters’ option is not exercised” gives effect to the issuance of common shares that we are selling in this offering if the underwriters do not exercise their option to purchase additional shares. The column entitled “Shares Beneficially Owned After this Offering if the underwriters’ option is exercised in full” gives effect to the issuance of common shares that we are selling in this offering and the issuance of common shares if the underwriters exercise their option to purchase additional shares in full. Each of the footnotes to the table below gives effect to the Class B conversion.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to our common shares. Except as otherwise noted, the persons and entities in this table have sole voting and investing power with respect to all of our common shares beneficially owned by them, subject to community property laws, where applicable.

Upon the consummation of this offering and the adoption of our amended and restated bye-laws that will become effective upon the closing of this offering, our major shareholders will not have voting rights that are different from our shareholders in general, subject to the Stockholders’ Agreement with TRGI.

Except as otherwise set forth below, the address of the beneficial owner is c/o IBEX Limited, 1700 Pennsylvania Avenue NW, Suite 560, Washington, DC 20006, USA.

	Shares Beneficially Owned Before this Offering		Shares to be Sold Pursuant to this Prospectus	Shares Beneficially Owned After this Offering if the underwriters' option is not exercised		Shares Beneficially Owned After this Offering if the underwriters' option is exercised in full	
Name	**Number**	**%**	**Number**	**Number**	**%**	**Number**	**%**
Principal and Selling Shareholder:							
The Resource Group International Limited(1)							
Executive Officers and Directors:							
Mohammed Khaishgi(2)							
Karl Gabel(3)							
Christy O'Connor(4)							
Robert Dechant(5)							
Jeffrey Cox(6)							
Jason Tryfon(7)							
Bruce Dawson(8)							
David Afdahl(9)							
Julie Casteel(10)							
Shuja Keen(11)							
Daniella Ballou-Aares(12)							
John Jones(12)							
All executive officers and directors as a group (fourteen persons)(13)							

* Represents beneficial ownership of less than one percent (1%) of outstanding common shares.

(1) TRGI is controlled by TRGP. As of March 31, 2020, TRGP beneficially owned 46.33% of TRGI's outstanding voting securities (45.71% if all outstanding non-voting common shares are converted into voting common shares). The address for TRGI is Crawford House, 50 Cedar Avenue, Hamilton HM11, Bermuda. The address for TRGP is Centre Point Building, Level 18th, off Saheed-e-Millat Expressway, Karachi, Pakistan. This reflects the automatic conversion of one Series A preferred share, 10,290,984.0561 Series B preferred shares and 103,949.3330 Series C preferred shares into common shares upon completion of this offering.

(2) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(3) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(4) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(5) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(6) This reflects the automatic conversion of Series B preferred shares and Series preferred C shares upon completion of this offering. The balance includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(7) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(8) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(9) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(10) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(11) Includes common shares and unvested restricted common shares, which are scheduled to vest in equal monthly increments of shares commencing on .

(12) Consists of common shares.

(13) Includes common shares and unvested restricted common shares.

Holdings by U.S. Shareholders

As of March 31, 2020, after giving effect to the automatic conversion, upon the completion of this offering, of one Series A preferred share, 11,083,691.3814 Series B preferred shares, 111,986.4786 Series C preferred shares and 1,137,768 Class B common shares into an aggregate of common shares, approximately % of our outstanding common shares were held by record holders in the United States.

In March 2018, we completed a 1.11650536356898-to-1 reverse share split, which had an impact on our common shares, our employee stock option plans and the Amazon Warrant.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Reorganization Transaction

Prior to June 30, 2017, our business was conducted through various wholly- or majority-owned portfolio companies of TRGI, which we refer to as the Continuing Business Entities. The predecessor companies for our Customer Engagement and Customer Expansion solutions were established in 1996 and acquired by TRGI in 2004. The predecessor company for our Customer Experience solution was established in 1984 and acquired by TRGI in 2004. The predecessor company for our Customer Acquisition business was founded as a subsidiary of TRGI in 2008.

On June 30, 2017, TRGI completed a series of transactions constituting the Reorganization Transaction, as a result of which TRGI acquired 4,254,221 of our convertible preference shares and 6,140,713 of our common shares (representing 88.5% of our outstanding common shares) and the Continuing Business Entities became our wholly owned direct and indirect subsidiaries. We consider the Reorganization Transaction to be a transaction between entities under common control as all of the combining entities or businesses were ultimately controlled by TRGI both before and after the Reorganization Transaction and such control was not transitory.

In addition, in connection with the consummation of the Reorganization Transaction, Mr. Jeffrey Cox, a member of our executive leadership team, and Mr. Anthony Solazzo, the chief executive officer of our discontinued operation Etelequote Limited, acquired minority interests in our company (322,599 and 478,115 common shares, respectively). The number of common shares of IBEX Limited issued to Messrs. Cox and Solazzo was determined based on the relative values of their respective minority interests in two of the Continuing Business Entities that were contributed by TRGI to our company. The relative values of those entities was not dependent upon the price at which common shares are being sold in this offering but rather was determined on the basis of independent third-party valuations of two Continuing Business Entities and our company.

In connection with the Reorganization Transaction, we provided an indemnity to Mr. Solazzo. Our indemnification obligation is capped at $2.0 million. No claim under the indemnity has been made, and we believe that any material indemnity exposure for us is remote.

One of the Continuing Business Entities, DGS Limited, entered into a “Profit Share Agreement” dated as of June 30, 2017 with Mr. Cox whereby, in exchange for his services as chief executive officer of that entity, Mr. Cox will receive 13.9% of any cash dividends paid by DGS Limited to us. That agreement expired by its terms on June 30, 2018. The parties entered into a new Profit Share Agreement, effective as of June 30, 2019, whereby in exchange for his services as chief executive officer of DGS Limited, Mr. Cox will receive a fee equal to 16.18% of any cash dividends paid by DGS Limited to us. The Profit Share Agreement terminates upon the earliest to occur of the satisfaction of any dividend preference on the preference shares issued by us, the conversion of all preference shares issued by us into common shares, a sale of substantially all the assets of DGS Limited or its direct or indirect subsidiaries to an unaffiliated third party, a sale of all of the shares held by us in DGS Limited or IBEX Global Limited to an unaffiliated third party, a sale of substantially all of the assets held by either of such entities to an unaffiliated third party, and June 30, 2020.

Spin-off of Etelequote Limited to our Parent Company

On June 26, 2019, we transferred all of our equity interests in Etelequote Limited to our parent company, The Resource Group International Limited. In consideration of the share transfer, TRGI has agreed to waive $47.9 million of the aggregate preference amount to which the Series C preferred shares held by it are entitled upon a voluntary or involuntary liquidation, dissolution or winding up after holders of our Series A preferred shares and Series B preferred shares receive their respective entitlements. The $47.9 million amount represents the agreed purchase price for the share transfer. After giving effect to the $47.9 million dividend waiver, the Series C preferred shares held by TRGI will be entitled to receive in preference $38.3 million of any proceeds from a voluntary or involuntary liquidation, dissolution or winding up after holders of our Series A preferred shares and Series B preferred shares receive their

respective entitlements. As a result of the ETQ Spin-off, Etelequote Limited is no longer a part of our ongoing business and is treated as a discontinued operation as of March 31, 2019 and June 30, 2019 and for the fiscal years ended June 30, 2019 and 2018. For more information on the ETQ Spin-off, refer to Note 22 and Note 30.3 to our unaudited condensed consolidated interim financial statements and audited consolidated financial statements included elsewhere in this prospectus

IPO Option Grants

In connection with this offering and under the 2020 LTIP Plan, we intend to grant certain executive officers options to purchase our common shares. Assuming the shares are offered at $ (the midpoint of the price range set forth on the cover of this prospectus), a total of common shares at an exercise price equal to the initial public offering price will be granted under the 2020 LTIP Plan, including grants to Robert Dechant of shares, Karl Gabel of shares, Bruce Dawson of shares, David Afdahl of shares, Christy O'Conner of shares, and Julie Casteel of shares.

Other Related-Party Transactions

Loans to Directors and Executive Officers for Purchase of Restricted Shares

In December 2018, we granted awards of an aggregate of 2,368,368 Class B common shares under the 2018 RSA Plan, of which 1,125,558 Class B common shares were pursuant to awards made to our directors and executive officers. Under the terms of their awards, our directors and executive officers were required to purchase the Class B common shares covered by those awards. In satisfaction of the purchase price obligation, each of our directors and executive officers delivered to us a promissory note in the amount of the aggregate purchase price for the Class B common shares covered by that individual's award. Under each promissory note, 50% of the principal amount owed is recourse to the borrower and 50% is non-recourse; the portion of the principal that is non-recourse is secured by a pledge over the Class B common shares awarded to the borrower. On May 20, 2020 the Compensation Committee and the Board of Directors approved a distribution under the Management Incentive Plan to repay to the Company, the outstanding principal and interest of each of promissory note in full including an additional amount to satisfy any of the individual executive officer's tax obligations associated with such repayment. As such, upon payment, each of the executive officers' promissory notes has been paid in full and such promissory notes have been canceled. TRG Holdings LLC agreed to satisfy all of the outstanding principal and interest of the promissory notes on behalf of Mr. Khaishgi and Mr. Keen and upon satisfaction, the promissory notes for Messrs. Khaishgi and Keen have been paid in full and such promissory notes have been canceled. For more information, refer to Notes 19.5 and 23 to our audited consolidated financial statements included elsewhere in this prospectus.

TRGH-iSky Loan

On August 7, 2018, TRG Holdings LLC entered into a loan agreement with iSky, Inc. to repay approximately CAD 1,459,516 (approx. US $1.1 million) related to a sales tax settlement on behalf of iSky with the Canadian Revenue Agency at an interest rate of 15% per annum with a maturity date of August 7, 2019; provided however that such loan is payable immediately on demand upon the earlier of TRG Holdings LLC's demand or an initial public offering of iSky Inc.'s parent company, Ibex Limited. Funds borrowed under this loan arrangement were paid directly to the Canadian Revenue Agency. Pursuant to the terms of the loan, any additional amount of interest not calculable at the time of the loan shall be paid made a part of the loan agreement and shall be repaid under the same terms as initial loan. This loan agreement was assumed by IBEX Limited from iSky, Inc. in June, 2019 and the term extended to August 7, 2020. The outstanding balance of the loan payable to TRG Holdings LLC was $1.5 million and $1.3 million as of March 31, 2020 and June 30, 2019, respectively.

Ibex Global Solutions Limited (Pakistan), Virtual World Private Ltd, DGS Private Limited – Afiniti Software Solutions (Pvt) Limited and Afiniti, Inc. Shares Services Agreement

Ibex Global Solutions Limited (Pakistan), Virtual World Private Ltd, DGS Private Limited – Afiniti Software Solutions (Pvt) Limited and Afiniti, Inc. are parties to a Master Services and Cross Charge Agreement dated June 1, 2019

whereby the parties to the agreement each provide certain IT related services to the other and such services are cross charged to the other parties.

Stockholders' Agreement

We are party to a Stockholders' Agreement with TRGI dated as of September 15, 2017. The agreement requires that we obtain TRGI's prior written consent before we or our subsidiaries take or commit to take certain material actions, including, among others:

- acquisition of the stock or assets of an unaffiliated entity in a single transaction or a series of related transactions with an enterprise value greater than $2.0 million;
- consolidation, merger, amalgamation or other business combination with any entity other than us or a wholly-owned subsidiary of ours, or a "Change in Control" (as defined in our debt instruments);
- disposition or transfer, in a single transaction or a series of related transactions, to another party of our or any of our subsidiaries' assets with a value greater than $2.0 million in the aggregate or for consideration greater than $2.0 million, other than in the ordinary course of business;
- entry into any corporate strategic relationship involving the payment, contribution or assignment by us or any of our subsidiaries of money or assets greater than $1.0 million;
- creation of any new class of equity securities, issuance of additional shares of any class of equity securities, or any offering of securities (except for awards under stockholder-approved equity plans and issuances to our parent company or any of its subsidiaries);
- incurrence, assumption or guarantee of indebtedness by us to any third party;
- incurrence, assumption or guarantee of incremental indebtedness (as measured from indebtedness existing on September 15, 2017) by us, in a single transaction or a series of related transactions, in an amount greater than $5.0 million;
- transfer of any senior note issued by e-Telequote Insurance, Inc. under a certain Note Purchase Agreement dated June 2017 (the "2017 ETQ Notes") by any holder thereof or any amendment to the 2017 ETQ Notes or the related note purchase agreement;
- repurchase of our equity securities or adoption of any share repurchase plan;
- capital expenditures in an aggregate amount greater than $10.0 million in any fiscal year;
- listing of any securities on any securities exchange;
- appointment and / or removal of independent auditors or any material change in our accounting policies and principles or internal control procedures;
- bankruptcy, liquidation, dissolution, winding up or similar event or action;
- any change of our principal lines of business, entry into new lines of business, or exit from the current lines of business;
- amendment, modification or repeal of any provision of our or our subsidiaries' organizational documents; and
- commencement or settlement of any material litigation.

The Stockholder's Agreement further provides that, to the fullest extent permitted by law and subject to section 97 of the Companies Act and our Bye-laws:

- TRGI and its partners, principals, directors, officers, members, managers, agents, employees and / or other representatives may directly or indirectly engage in the same or similar business activities or lines of business as us or any of our subsidiaries, including those lines of business deemed to be competing with us or any of our subsidiaries;
- TRGI, its affiliates and their respective partners, principals, directors, officers, members, managers, agents, employees and / or other representatives may do business with any of our potential or actual customers or suppliers;

- TRGI, its affiliates and their respective partners, principals, directors, officers, members, managers, agents, employees and / or other representatives may employ or otherwise engage any of our officers or employees; and
- none of TRGI, its affiliates or their respective partners, principals, directors, officers, members, managers, agents, employees and / or other representatives shall have any duty to communicate or offer any business opportunity that may be presented to TRGI or those other persons to us or shall be liable to us or any of our stockholders for breach of any fiduciary or other duty by reason of the fact that TRGI or such persons pursues that business opportunity, directs that business opportunity to another person or fails to present that business opportunity, or information regarding that business opportunity to us unless, in the case of any such person who is a director or officer of ours, that business opportunity is expressly offered to that director or officer in writing solely in his or her capacity as our director or officer.

In addition, the Stockholder's Agreement allows TRGI to disclose non-public information concerning us to existing and potential investors in TRGI or its affiliates, potential transferees of TRGI's equity interest in our parent company, potential participants in future transactions involving TRGI or its affiliates and other parties that TRGI deems reasonably necessary in connection with the conduct of its TRGI's investment and business activities, subject to any such recipient agreeing to keep that information confidential. The Stockholder's Agreement remains in effect until TRGI ceases to own 10% or more of all shares issued by us (determined on an as-converted basis).

Registration Rights Agreements

On September 15, 2017, we have entered into a registration rights agreement whereby we grant certain registration rights to TRGI, including the right, under certain circumstances and subject to certain restrictions, to require us to register under the Securities Act, our common shares held by them. In addition, we have committed to file as promptly as possible after receiving a request from TRGI a shelf registration statement registering secondary sales of our common shares held by TRGI. TRGI also has the ability to exercise certain piggyback registration rights in respect of common shares held by it in connection with registered offerings requested by other holders of registration rights or initiated by us.

Amazon is entitled to customary shelf and piggy-back registration rights with respect to the shares issued upon exercise of the Amazon Warrant.

Limitations of Liability and Indemnification Matters

We intend to enter into indemnification agreements with each of our current directors and executive officers. These agreements will require us to indemnify these individuals to the fullest extent permitted under Bermuda law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We also intend to enter into indemnification agreements with our future directors and executive officers.

We entered into an indemnification agreement with Mr. Solazzo dated as of June 30, 2017 under which we have agreed to indemnify him for specified tax liabilities arising from the exchange of his equity interest in Etelequote PLC for 478,115 of our common shares. The indemnification obligation is capped at $2.0 million, exclusive of certain reasonable expenses that Mr. Solazzo may incur in connection with defending against any tax liability or any indemnifiable interest, fines, or penalties imposed on Mr. Solazzo.

Policies and Procedures With Respect to Related Party Transactions

Upon the closing of this offering, we intend to adopt policies and procedures whereby our Audit Committee will be responsible for reviewing and approving related party transactions. In addition, our Code of Ethics will require that all of our employees and directors inform us of any material transaction or relationship that comes to their attention that could reasonably be expected to create a conflict of interest, subject to the provisions of the Stockholders' Agreement

(as described above). Further, at least annually, each director and executive officer will complete a detailed questionnaire that asks questions about any business relationship that may give rise to a conflict of interest and all transactions in which we are involved and in which the executive officer, a director or a related person has a direct or indirect material interest.

Licensing and Sublicensing Agreements

License of Clearview Software

iSky, Inc. and TRG Holdings LLC are party to a license agreement dated as of July 1, 2014 under which TRG Holdings has purchased 900 access licenses to iSky's Clearview software for a fee of $1.8 million.

License of Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions Software

IBEX Global Europe S.A.R.L. and Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. were party to an Intellectual Property License Agreement dated as of July 1, 2013 under which IBEX Global Europe S.A.R.L. licensed proprietary software to Ibex Global Solutions, Inc. in exchange for royalty payments. This agreement terminated on June 30, 2019.

Sublicense of Microsoft Licenses

TRGI, Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. and IBEX Global Solutions Ltd. are parties to an Intellectual Property Sublicensing Agreement dated as of July 1, 2014, under which Ibex Global Solutions, Inc. has sublicensed to TRGI certain Microsoft licenses for a total payment of $5,492,798, which has been fully paid.

Software Services Agreement with Afiniti

Pursuant to a Standard Terms and Conditions agreement and Commercial Schedule, each dated November 14, 2017, between our subsidiary Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. dba IBEX Global Solutions and SATMAP Incorporated dba Afiniti, Inc., Afiniti Inc. may provide certain intelligent call routing services to IBEX Global Solutions in exchange for a fee equal to $1,800 per supported call center seat per year for up to 2,000 call center seats. Under these agreements, IBEX Global Solutions has a prepayment credit with Afiniti Inc. equal to $1.1 million as of March 31, 2020.

Pursuant to a Standard Terms and Conditions agreement and Commercial Schedule, each dated December 1, 2010, as amended on January 14, 2014, between our subsidiary Digital Globe Services, Inc. and SATMAP Incorporated dba Afiniti, Inc., Afiniti Inc. may provide certain intelligent call routing services to Digital Globe Services, Inc. in exchange for a fee equal to $9 per incremental revenue generating unit generated through the service. During the nine months ended March 31, 2020 and 2019, the amounts invoiced by Afiniti, Inc. to Digital Globe Services, Inc. under this agreement were $38,696 and $54,492, respectively.

Contribution of Intellectual Property

On October 19, 2017, The Resource Group International Limited assigned to us all right and title in certain call center software as a contribution to our surplus capital.

Services Agreements

Pursuant to a Service Agreement dated January 1, 2012 between our subsidiary iSky, Inc. ("iSky") and its affiliate BPO Solutions, Inc., BPO Solutions, Inc. has made available to iSky specified offshore support services, including accounting, IT, call center and general back office support services, which are billed on a cost-plus basis. During the fiscal year ended June 30, 2018 and June 30, 2019, the amounts invoiced by BPO Solutions to iSky under this

agreement were $1.1 million and $0.0 million, respectively. From January 2018, one of the subsidiaries of IBEX Global Limited providing to iSky specified offshore support services, including accounting, IT, call center and general back office support services, which are billed on a cost-plus basis.

Pursuant to a Service Agreement dated April 1, 2013 between our subsidiary Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. and its affiliate TRG Holdings LLC, TRG Customer Solutions (Canada), Inc. agreed to employ certain TRG Holdings LLC personnel, for which Ibex Global Solutions, Inc. bills TRG Holdings on a cost-plus basis. During the fiscal year ended June 30, 2018 and June 30, 2019, the amount invoiced by Ibex Global Solutions, Inc. to TRG Holdings under this agreement was $85,264 and $111,052, respectively.

Pursuant to a Services Agreement dated May 1, 2014 between our subsidiary Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. and its affiliate SATMAP Incorporated dba Afiniti, Inc., Ibex Global Solutions, Inc. agreed to provide information technology services to Afiniti, Inc. which are billed at a cost-plus basis. During the fiscal year ended June 30, 2018 and June 30, 2019, the amount invoiced by Ibex Global Solutions, Inc. to Afiniti, Inc. under this agreement was $110,956 and $2,767, respectively.

Pursuant to a Services Agreement dated January 1, 2016 between our subsidiary Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. and TRG Marketing Services, Inc., Ibex Global Solutions, Inc. agreed to provide call center services to support TRG Marketing Services, Inc., which were billed at a fee equal to twice the actual payroll costs. The agreement is no longer active and there is a legacy balance of less than $13,000 as of March 31, 2020 owing from TRG Marketing Services, Inc. to Ibex Global Solutions, Inc.

Pursuant to a Services Agreement dated January 1, 2015 between our subsidiary Virtual World (Private) Limited and TRG (Private) Limited, TRG (Private) Limited agreed to make available to certain overflow call center space and back office personnel to Virtual World (Private) Limited. The overflow call center space was billed at a fee equal to $100 per call center seat per month plus direct costs, and the back office personnel were billed at actual payroll cost. The agreement is no longer active and there is a legacy balance of $0.1 million as of March 31, 2020 owing from Virtual World (Private) Limited to TRG (Private) Limited.

Sublease of Office Space

Pursuant to an agreement dated June 30, 2018, Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. and iSky, Inc. have agreed to sublease office space in Washington, D.C. leased by TRG Holdings, LLC. On July 1, 2018, iSky, Inc. exercised its right to terminate the sub-lease agreement and effectively Ibex Global Solutions, Inc. became the sole sub-lessee. The lease amount payable under this sublease is $26,616 per month with nominal increases that go into effect as of July 1, 2020 and thereafter.

Pursuant to an agreement dated June 1, 2017, between our subsidiary, IBEX Global Solutions (Private) Limited and TRG (Private) Limited, TRG (Private) Limited agreed to lease certain office space in Pakistan to IBEX Global Solutions (Private) Limited. The lease amount payable under this agreement is approximately $1,400 per month.

Participation in Health and Welfare Plans

Our subsidiary Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. and its affiliate TRG Holdings LLC are parties to a Third Party Services Agreement dated April 1, 2013 whereby employees of TRG Holdings LLC and its affiliates are permitted to participate in the health, dental, and life insurance plans offered by Ibex Global Solutions, Inc. to its employees. TRG Holdings LLC is obligated to indemnify Ibex Global Solutions, Inc. for any claims arising out of the participation in such plans by employees of TRG Holdings and its affiliates.

Pursuant to a Third Party Services Agreement dated May 1, 2014 between Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc., SATMAP Incorporated, and TRG Holdings LLC, Ibex Global Solutions, Inc. directly permit SATMAP Incorporated to participate in the health, dental, and life insurance plans offered by Ibex Global Solutions,

Inc. to its employees. SATMAP Incorporated is obligated to indemnify Ibex Global Solutions, Inc. for any claims arising out of the participation in such plans by employees of SATMAP Incorporated. As of January 1, 2018, SATMAP Incorporated terminated the Third Party Services Agreement and no longer participates in the health, dental and life insurance plans of TRG Customers Solutions, Inc.

PRICING SENSITIVITY ANALYSIS

Throughout this prospectus we provide information assuming that the initial public offering price per share of common share is $, which is the midpoint of the estimated price range set forth on the cover of this prospectus. However, some of the information that we provide will be affected if the initial public offering price per common share in this offering is different from the midpoint of the estimated price range set forth on the cover of this prospectus. The following table presents how some of the information set forth in this prospectus would be affected by a $1.00 increase (decrease) in the initial public offering price per common share from the midpoint of the estimated price range, assuming that the underwriters' option to purchase additional common units is not exercised.

	Price per share		
	$	$	$
	(in thousands, except per share data)		
Common shares issuable for:			
Series A preferred share			
Series B preferred shares			
Series C preferred shares			
Class B common shares			
Total			
Amazon Warrant:			
Total[(1)]			
Weighted average exercise price after conversion			
Equity ownership percentages following this offering			
Existing owners in this offering assuming exercise of vested portion of Amazon Warrant and vested Restricted Shares	%	%	%
New investors in this offering assuming exercise of vested portion of Amazon Warrant and vested Restricted Shares	%	%	%
Total	100%	100%	100%
Net proceeds			
Net proceeds from this offering, after underwriting discounts and commissions and estimated offering expenses payable by us			
Pro forma as adjusted capitalization as of March 31, 2020			
Cash and cash equivalents			
Total debt			
Stockholders' equity			
Common shares, $0.000111650536 par value per share			
Additional paid-in capital			
Accumulated deficit			
Accumulated other comprehensive income			
Total stockholders' equity	___	___	___
Total capitalization			
Dilution as of March 31, 2020			
Pro forma as adjusted net tangible book deficit per share after giving effect to this offering			
Dilution per share to new investors in this offering			

(1) Assumes net exercise.

In addition, throughout this prospectus we provide information assuming that the underwriters' option to purchase additional shares of common stock from us is not exercised. However, some of the information that we provide will be affected if the underwriters' option to purchase additional common shares is exercised. The following table presents how some of the information set forth in this prospectus would be affected by a $1.00 increase (decrease) in the initial public offering price per common share from the midpoint of the price range if the underwriters exercise in full their option to purchase additional common shares.

	Price per share		
	$	$	$
	(in thousands, except per share data)		
Common shares issuable for:			
Series A preferred share			
Series B preferred shares			
Series C preferred shares			
Class B common shares			
Total			
Amazon Warrant:			
Total[(1)]			
Weighted average exercise price after conversion			
Equity ownership percentages following this offering			
Existing owners in this offering assuming exercise of vested portion of Amazon Warrant and vested Restricted Shares	%	%	%
New investors in this offering assuming exercise of vested portion of Amazon Warrant and vested Restricted Shares	%	%	%
Total	100%	100%	100%
Net proceeds			
Net proceeds from this offering, after underwriting discounts and commissions and estimated offering expenses payable by us			
Pro forma as adjusted capitalization as of March 31, 2020			
Cash and cash equivalents			
Total debt			
Stockholders' equity			
Common shares, $0. 000111650536 par value per share			
Additional paid-in capital			
Accumulated deficit			
Accumulated other comprehensive income			
Total stockholders' equity	___	___	___
Total capitalization	___	___	___
Dilution as of March 31, 2020			
Pro forma as adjusted net tangible book deficit per share after giving effect to this offering			
Dilution per share to new investors in this offering			

(1) Assumes net exercise.

DESCRIPTION OF SHARE CAPITAL

The following description of our share capital summarizes certain provisions of our amended memorandum of association and our amended and restated bye-laws that will become effective as of the closing of this offering. Such summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of our amended memorandum of association and amended and restated bye-laws, copies of which have been filed as exhibits to the registration statement of which this prospectus forms a part. We refer in this section to our amended memorandum of association and amended and restated bye-laws that we intend to adopt in connection with this offering as our memorandum of association and bye-laws, respectively. Prospective investors are urged to read the exhibits for a complete understanding of our memorandum of association and bye-laws.

General

We are an exempted company incorporated under the laws of Bermuda. We are registered with the Registrar of Companies in Bermuda under registration number 52347. We were incorporated on February 28, 2017 under the name Forward March Limited. We changed our name to IBEX Holdings Limited on September 15, 2017 and then changed our name to IBEX Limited on September 9, 2019. Our registered office is located at Crawford House, 50 Cedar Avenue, Hamilton HM11, Bermuda.

The objects of our business are unrestricted, and the company has the capacity of a natural person. We can therefore undertake activities without restriction on our capacity.

Prior to the closing of this offering, our shareholders will approve certain amendments to our bye-laws which will become effective upon closing of this offering. The following description assumes that such amendments have become effective.

Since our incorporation, there have been no material changes to our share capital, mergers, amalgamations or consolidations of us or any of our subsidiaries, no material changes in the mode of conducting our business, no material changes in the types of products produced or services rendered. Since our incorporation, we have redesignated certain of our authorized common share capital as preferred shares.

There has been no bankruptcy, receivership or similar proceedings with respect to us or our subsidiaries.

There has been no public takeover offers by third parties for our shares nor any public takeover offers by us for the shares of another company which have occurred during the last or current financial years.

We have applied to list our common shares on Nasdaq under the symbol “IBEX.”

Initial settlement of our common shares will take place on the closing date of this offering through The Depository Trust Company, or DTC, in accordance with its customary settlement procedures for equity securities registered through DTC’s book-entry transfer system. Each person beneficially owning common shares registered through DTC must rely on the procedures thereof and on institutions that have accounts therewith to exercise any rights of a holder of the common shares.

Share Capital

Our authorized share capital is $12,000. On March 16, 2018, our authorized share capital was divided into 103,223,990.46 common shares and 4,254,221.39 convertible preference shares, par value $0.000111650536 per share. As of such date, we had 4,254.221 convertible preference shares and 6,941,427 common shares outstanding.

As a result of a recapitalization implemented on December 21, 2018 in connection with our adoption of the 2018 RSA Plan, our authorized share capital is divided into three series of preferred shares (each carrying its own

rights and preferences) and two classes of common shares. The authorized and outstanding shares of each series of preferred shares and class of common shares as of March 31, 2020 are as follows:

- Series A Convertible Preferred Share ("Series A preferred share") – 1 Series A preferred share is authorized, issued and outstanding, and it is held by our parent company, The Resource Group International Limited.
- Series B Convertible Preferred Shares ("Series B preferred shares") – The maximum authorized number of Series B preferred shares is 12,512,994.466500, of which 11,083,691.3814 were issued and outstanding and are held by our parent company, The Resource Group International Limited (10,290,984.0561 Series B preferred shares), and Mr. Jeffrey Cox, one of our executive officers (319,373.4456 Series B preferred shares).
- Series C Convertible Preferred ("Series C preferred shares", and together with the Series A preferred shares and the Series B preferred shares, the "preferred shares") – The maximum authorized number of Series C preferred shares is 12,639,389.35000, of which 111,986.4786 were issued and outstanding and are held by our parent company, The Resource Group International Limited (103,949.3339 Series C preferred shares), and Mr. Cox (3,225.9944 Series C preferred shares).
- Class A Common Shares ("Class A common shares") – The maximum authorized number of Class A shares is 79,766,504.249454, of which none are issued and outstanding.
- Class B Common Shares ("Class B common shares") – The maximum authorized number of Class B common shares is 2,559,323.13, of which 1,851,788 were issued subject to vesting restrictions pursuant to awards made to our directors, executive officers and other senior management personnel under the 2018 RSA Plan.

Upon the consummation of this offering, the outstanding preferred shares and then vested Class B common shares will automatically and mandatorily convert as follows:

- The Series A preferred share will convert into one Series C preferred share;
- Each Series B preferred share will convert into Series C preferred shares on a one-for-one basis;
- Each Series C preferred share (including those issued as a result of the conversions of Series A preferred shares and Series B preferred shares into Series C preferred shares) will convert into a number of Class A common shares that will be determined in accordance with a formula that is set forth in the certificate of designations pursuant to which the Series C preferred shares were authorized and issued on December 21, 2018, which number of Class A common shares will vary depending on the initial public offering per share in this offering and the number of preferred shares outstanding immediately prior to the pricing of this offering;
- Each Class B common share will convert into Class A common shares on a one-for-one basis; and
- Each Class A common share will be redesignated as a common share.

See "Pricing Sensitivity Analysis."

Pursuant to our bye-laws, subject to the requirements of any stock exchange on which our shares are listed and to any resolution of the shareholders to the contrary, our board of directors is authorized to issue any of our authorized but unissued shares. There are no limitations on the right of non-Bermudians or non-residents of Bermuda to hold or vote our shares.

Prior to this offering, we will amend and restate our memorandum of association and our bye-laws to provide as follows.

Common Shares

Holders of common shares have no pre-emptive, redemption or conversion rights. Holders of common shares are entitled to one vote per share on all matters submitted to a vote of holders of common shares. Unless a different majority is required by law or by our bye-laws, resolutions to be approved by holders of common shares require approval by a simple majority of votes cast at a meeting at which a quorum is present.

In the event of our liquidation, dissolution or winding up, the holders of common shares are entitled to share equally and ratably in our assets, if any, remaining after the payment of all of our debts and liabilities, subject to any liquidation preference on any issued and outstanding preferred shares.

Preference Shares

Pursuant to Bermuda law and our bye-laws, our board of directors may, by resolution, establish one or more series of preference shares having such number of shares, designations, dividend rates, relative voting rights, conversion or exchange rights, redemption rights, liquidation rights and other relative participation, optional or other special rights, qualifications, limitations or restrictions as may be fixed by the board of directors without any further shareholder approval. Such rights, preferences, powers and limitations, as may be established, could have the effect of discouraging an attempt to obtain control of the company.

Dividend Rights

Under Bermuda law, a company may not declare or pay dividends or make a distribution out of contributed surplus if there are reasonable grounds for believing that: (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) that the realizable value of its assets would thereby be less than its liabilities. Under our bye-laws, each common share is entitled to dividends if, as and when dividends are declared by our board of directors, subject to any preferred dividend right of the holders of any preferred shares. Any cash dividends payable to holders of our common shares listed on the Nasdaq Global Market will be paid to Broadridge Corporate Issuer Solutions, Inc., our paying agent in the U.S. for disbursement to those holders.

Variation of Rights

If at any time we have more than one class of shares, the rights attaching to any class, unless otherwise provided for by the terms of issue of the relevant class, may be varied in accordance with our bye-laws either: (i) with the consent in writing of the holders of 50% of the issued shares of that class; or (ii) with the sanction of a resolution passed by a majority of the votes cast at a general meeting of the relevant class of shareholders at which a quorum consisting of at least one person holding or representing 25% of the issued shares of the relevant class is present. Our bye-laws specify that the creation or issue of shares ranking equally with existing shares will not, unless expressly provided by the terms of issue of existing shares, vary the rights attached to existing shares. In addition, the creation or issue of preferred shares ranking prior to common shares will not be deemed to vary the rights attached to common shares or, subject to the terms of any other class or series of preferred shares, to vary the rights attached to any other class or series of preferred shares.

Transfer of Shares

Our board of directors may, in its absolute discretion and without assigning any reason, refuse to register the transfer of a share that it is not fully paid. Our board of directors may also refuse to recognize an instrument of transfer of a share unless it is accompanied by the relevant share certificate and such other evidence of the transferor’s right to make the transfer as our board of directors shall reasonably require. Subject to these restrictions, a holder of common shares may transfer the title to all or any of his common shares by completing a form of transfer in the form set out in our bye-laws (or as near thereto as circumstances admit) or in such other common form as our board of directors may accept. The instrument of transfer must be signed by the transferor and transferee, although in the case of a fully paid share our board of directors may accept the instrument signed only by the transferor.

Where our shares are listed or admitted to trading on any appointed stock exchange, such as Nasdaq , they will be transferred in accordance with the rules and regulations of such exchange.

Meetings of Shareholders

Under Bermuda law, a company is required to convene at least one general meeting of shareholders each calendar year. However, the shareholders may by resolution waive this requirement, either for a specific year or period of time,

or indefinitely. When the requirement has been so waived, any shareholder may, on notice to the company, terminate the waiver, in which case an annual general meeting must be called. We have chosen not to waive the convening of an annual general meeting.

Bermuda law provides that a special general meeting of shareholders may be called by the board of directors of a company and must be called upon the request of shareholders holding not less than 10% of the paid-up capital of the company carrying the right to vote at general meetings. Bermuda law also requires that shareholders be given at least five days' advance notice of a general meeting, but the accidental omission to give notice to any person does not invalidate the proceedings at a meeting. Our bye-laws provide that our board of directors may convene an annual general meeting and the chairman or a majority of our directors then in office may convene a special general meeting. Under our bye-laws, at least five days' notice of an annual general meeting or a special general meeting must be given to each shareholder entitled to vote at such meeting. This notice requirement is subject to the ability to hold such meetings on shorter notice if such notice is agreed: (i) in the case of an annual general meeting by all of the shareholders entitled to attend and vote at such meeting; or (ii) in the case of a special general meeting by a majority in number of the shareholders entitled to attend and vote at the meeting holding not less than 95% in nominal value of the shares entitled to vote at such meeting.

Subject to the rules of Nasdaq, our bye-laws provide that the quorum required for a general meeting of shareholders is one or more persons present in person at the start of the meeting and representing in person or by proxy in excess of 25% of all issued and outstanding common shares.

Access to Books and Records and Dissemination of Information

Members of the general public have a right to inspect the public documents of a company available at the office of the Registrar of Companies in Bermuda. These documents include the company's memorandum of association, including its objects and powers, and certain alterations to the memorandum of association. The shareholders have the additional right to inspect the bye-laws of the company, minutes of general meetings and the company's audited financial statements, which must be presented in the annual general meeting. The register of members of a company is also open to inspection by shareholders and by members of the general public without charge. The register of members is required to be open for inspection for not less than two hours in any business day (subject to the ability of a company to close the register of members for not more than thirty days in a year). A company is required to maintain its share register in Bermuda but may, subject to the provisions of the Companies Act, establish a branch register outside of Bermuda. A company is required to keep at its registered office a register of directors and officers that is open for inspection for not less than two hours in any business day by members of the public without charge. Bermuda law does not, however, provide a general right for shareholders to inspect or obtain copies of any other corporate records.

Election and Removal of Directors

Our bye-laws provide that our board of directors shall consist of ten directors or such greater number as we may determine.

Our bye-laws provide that any shareholder holding 50% or more of the nominal value of our voting shares will have the right to appoint five directors to our board of directors. If there is no such 50% holder, then any shareholder holding 25% or more of the nominal value of our voting shares (first in time as compared to any other 25% shareholder) will have the right to appoint five directors to our board of directors.

Any director not appointed by a 25% or more shareholder as described above may be removed by the shareholders provided notice of the shareholders meeting convened to remove the director is given to the director. The notice must contain a statement of the intention to remove the director and a summary of the facts justifying the removal and must be served on the director not less than 14 days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his removal.

Bermuda law requires that the Company shall file with the Bermuda Registrar of Companies a list of its directors and must notify the Registrar of any changes in such directors within 30 days of the date of the change.

Proceedings of Board of Directors

Our bye-laws provide that our business is to be managed and conducted by our board of directors. Bermuda law permits individual and corporate directors and there is no requirement in our bye-laws or Bermuda law that directors hold any of our shares. There is also no requirement in our bye-laws or Bermuda law that our directors must retire at a certain age. Decisions taken by the board are decided by a simple majority of votes.

The compensation of our directors is determined by the board of directors, and there is no requirement that a specified number or percentage of “independent” directors must approve any such determination. Our directors may also be paid all travel, hotel and other reasonable out-of-pocket expenses properly incurred by them in connection with our business or their duties as directors.

Our bye-laws provide that a director who discloses a direct or indirect interest in any contract or arrangement with us as required by Bermuda law is entitled to vote in respect of any such contract or arrangement in which he or she is interested unless disqualified from voting by the chairman of the relevant meeting of the board of directors.

Indemnification of Directors and Officers

Section 98 of the Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to section 281 of the Companies Act.

Our bye-laws provide that we shall indemnify our officers and directors in respect of their actions and omissions, except in respect of their fraud or dishonesty, and that we shall advance funds to our officers and directors for expenses incurred in their defense upon receipt of an undertaking to repay the funds if any allegation of fraud or dishonesty is proved. Our bye-laws provide that the shareholders waive all claims or rights of action that they might have, individually or in right of the company, against any of the company’s directors or officers for any act or failure to act in the performance of such director’s or officer’s duties, except in respect of any fraud or dishonesty of such director or officer. Section 98A of the Companies Act permits us to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty or breach of trust, whether or not we may otherwise indemnify such officer or director. We have purchased and maintain a directors’ and officers’ liability policy for such purpose.

Amendment of Memorandum of Association and Bye-laws

Bermuda law provides that the memorandum of association of a company may be amended by a resolution passed at a general meeting of shareholders. The Companies Act and our bye-laws provide that no bye-law shall be rescinded, altered or amended, and no new bye-law shall be made, unless it shall have been approved by a resolution of our board of directors and by a resolution of our shareholders.

Under Bermuda law, the holders of an aggregate of not less than 20% in par value of a company’s issued share capital or any class thereof have the right to apply to the Supreme Court of Bermuda for an annulment of any amendment of the memorandum of association adopted by shareholders at any general meeting, other than an amendment that alters or reduces a company’s share capital as provided in the Companies Act. Where such an application is made, the amendment becomes effective only to the extent that it is confirmed by the Supreme Court of

Bermuda. An application for an annulment of an amendment of the memorandum of association must be made within 21 days after the date on which the resolution altering the company's memorandum of association is passed and may be made on behalf of persons entitled to make the application by one or more of their number as they may appoint in writing for the purpose. No application may be made by shareholders voting in favor of the amendment.

Any amendment to our bye-laws require the approval of the board and a member resolution passed by 75% of those members attending and entitled to vote.

Amalgamations, Mergers and Business Combinations

The amalgamation or merger of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation or merger agreement to be approved by the company's board of directors and by its shareholders.

Under Bermuda law and pursuant to our bye-laws, approval of 50% of the shareholders voting by written resolution or at a shareholder meeting is required to approve the amalgamation or merger agreement, and the quorum for such meeting must be one or more persons holding or representing more than 25% of the issued shares of the company.

Under Bermuda law, in the event of an amalgamation or merger of a Bermuda company with another company or corporation, a shareholder of the Bermuda company who did not vote in favor of the amalgamation or merger and who is not satisfied that fair value has been offered for such shareholder's shares may, within one month of notice of the shareholders meeting, apply to the Supreme Court of Bermuda to appraise the fair value of those shares.

Shareholder Suits

Class actions and derivative actions are generally not available to shareholders under Bermuda law. The Bermuda courts, however, would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong to the company where the act complained of is alleged to be beyond the corporate power of the company or illegal, or would result in the violation of the company's memorandum of association or bye-laws. Furthermore, consideration would be given by a Bermuda court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than that which actually approved it.

When the affairs of a company are being conducted in a manner that is oppressive or prejudicial to the interests of some part of the shareholders, one or more shareholders may apply to the Supreme Court of Bermuda, which may make such order as it sees fit, including an order regulating the conduct of the company's affairs in the future or ordering the purchase of the shares of any shareholders by other shareholders or by the company.

Our bye-laws contain a provision by virtue of which our shareholders waive any claim or right of action that they have, both individually and on our behalf, against any director or officer in relation to any action or failure to take action by such director or officer, except in respect of any fraud or dishonesty of such director or officer. Waivers of compliance with any provision of the Securities Act or Exchange Act are void under the terms of such acts. Accordingly, the operation of this bye-law provision as a waiver of the right to sue for violations of the U.S. federal securities laws would likely be unenforceable in U.S. courts.

In addition, our bye-laws contain a provision by virtue of which unless we consent in writing to the selection of an alternative forum, the United States District Court for the Southern District of New York will be the exclusive forum for any private action asserting violations by us or any of our directors or officers of the Securities Act or the Exchange Act, or the rules and regulations promulgated thereunder, and of all suits in equity and actions at law brought to enforce any liability or duty created by those statutes or the rules and regulations under such statutes. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than the United States District Court for the Southern District of New York, the plaintiff or plaintiffs shall be deemed by this provision

of the bye-laws (i) to have consented to removal of the action by us to the United States District Court for the Southern District of New York, in the case of an action filed in a state court, and (ii) to have consented to transfer of the action pursuant to 28 U.S.C. § 1404 to the United States District Court for the Southern District of New York. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, there is uncertainty as to whether a court would enforce such provision with respect to claims under the Securities Act, and in any event, our shareholders cannot waive compliance with federal securities laws and the rules and regulations thereunder.

Capitalization of Profits and Reserves

Pursuant to our bye-laws, our board of directors may (i) capitalize any part of the amount of our share premium or other reserve accounts or any amount credited to our profit and loss account or otherwise available for distribution by applying such sum in paying up unissued shares to be allotted as fully paid bonus shares pro rata (except in connection with the conversion of shares) to the shareholders; or (ii) capitalize any sum standing to the credit of a reserve account or sums otherwise available for dividend or distribution by paying up in full, partly paid or nil paid shares of those shareholders who would have been entitled to such sums if they were distributed by way of dividend or distribution.

Registrar or Transfer Agent

A register of holders of the common shares will be maintained by Compass Administration Services Ltd. in Bermuda, and a branch register will be maintained in the U.S. by Broadridge Corporate Issuer Solutions, Inc., which will serve as branch registrar and transfer agent.

Untraced Shareholders

Our bye-laws provide that our board of directors may forfeit any dividend or other monies payable in respect of any shares that remain unclaimed for six years from the date when such monies became due for payment. In addition, we are entitled to cease sending dividend warrants and checks by post or otherwise to a shareholder if such instruments have been returned undelivered to, or left uncashed by, such shareholder on at least two consecutive occasions or, following one such occasion, reasonable enquires have failed to establish the shareholder’s new address. This entitlement ceases if the shareholder claims a dividend or cashes a dividend check or a warrant.

Certain Provisions of Bermuda Law

We have been designated by the BMA as a non-resident for Bermuda exchange control purposes. This designation allows us to engage in transactions in currencies other than the Bermuda dollar, and there are no restrictions on our ability to transfer funds (other than funds denominated in Bermuda dollars) in and out of Bermuda or to pay dividends to U.S. residents who are holders of our common shares.

The BMA has pursuant to its statement of June 1, 2005 given its general permission under the Bermuda Exchange Control Act 1972 (and its related regulations) for the issue and transfer of our common shares to and between non-residents of Bermuda for exchange control purposes, provided our common shares are listed on the Nasdaq Global Market, or any other appointed stock exchange. This general permission would cease to apply if our common shares were to cease to be so listed and in such event specific permission would be required from the BMA for all issues and transfers of our common shares subject to certain exceptions set out in the BMA statement of June 1, 2005.

Accordingly, in giving such consent or permissions, neither the BMA nor the Registrar of Companies in Bermuda shall be liable for the financial soundness, performance or default of our business or for the correctness of any opinions or statements expressed in this prospectus. Certain issues and transfers of common shares involving persons deemed resident in Bermuda for exchange control purposes require the specific consent of the BMA.

In accordance with Bermuda law, share certificates are only issued in the names of companies, partnerships or individuals. In the case of a shareholder acting in a special capacity (for example as a trustee), certificates may, at the request of the shareholder, record the capacity in which the shareholder is acting. Notwithstanding such recording of any special capacity, we are not bound to investigate or see to the execution of any such trust.

BERMUDA COMPANY CONSIDERATIONS

Our corporate affairs are governed by our memorandum of association and bye-laws and by the corporate law of Bermuda. The provisions of the Companies Act which applies to us, differ in certain material respects from laws generally applicable to U.S. companies incorporated in the State of Delaware and their stockholders. The following is a summary of significant differences between the Companies Act (including modifications adopted pursuant to our amended and restated bye-laws that will become effective as of the closing of this offering, as described under "Description of Share Capital" above) and Bermuda common law applicable to us and our shareholders and the provisions of the Delaware General Corporation Law applicable to U.S. companies organized under the laws of Delaware and their stockholders.

Bermuda	Delaware
Shareholder meetings	
• May be called by president or the Chairman, any two directors, any director and the company secretary or the board of directors and must be called upon the request of shareholder holding not less than 10% of the paid-up capital of the company carrying the right to vote at general meetings.	• May be held at such time or place as designated in the certificate of incorporation or the bylaws, or if not so designated, as determined by the board of directors.
• May be held in or outside Bermuda.	• May be held in or outside of Delaware.
• Notice:	• Notice:
• Shareholders must be given at least five days' advance notice of a general meeting, but the unintentional failure to give notice to any person does not invalidate the proceedings at a meeting.	• Written notice shall be given not less than 10 nor more than 60 days before the meeting.
• Notice of general meetings must specify the place, the day and hour of the meeting and in the case of special general meetings, the general nature of the business to be considered.	• Whenever stockholders are required to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, and the means of remote communication, if any.
Shareholder's voting rights	
• Shareholders may act by written resolution to elect directors. Shareholders may not act by written resolution to remove a director or auditor, except that a director appointed by a 25% or more shareholder may be removed by that shareholder by notice in writing to the company.	• With limited exceptions, stockholders may act by written consent to elect directors.
• Generally, except as otherwise provided in the Companies Act, any action or resolution requiring approval of the shareholders may be passed by a simple majority of votes cast. Any person authorized to vote may authorize another person or persons to act for him or her by proxy.	• Any person authorized to vote may authorize another person or persons to act for him or her by proxy.

Bermuda	Delaware
• The voting rights of shareholders are regulated by the company's bye-laws and, in certain circumstances, by the Companies Act. Our bye- laws specify that one or more shareholders present in person or by proxy representing in excess of 25% of the total shares in the company entitled to vote at such general meeting shall form a quorum.	• For stock corporations, the certificate of incorporation or bylaws may specify the number to constitute a quorum, but in no event shall a quorum consist of less than one-third of shares entitled to vote at a meeting. In the absence of such specifications, a majority of shares entitled to vote shall constitute a quorum.
• Our bye-laws provide that once a quorum is present in general meeting it is not broken by the subsequent withdrawal of any shareholders.	• When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any stockholders.
• The bye-laws may provide for cumulative voting, although our bye-laws do not.	• The certificate of incorporation may provide for cumulative voting.
• The amalgamation or merger of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation or merger agreement to be approved by the company's board of directors and by its shareholders. The approval of 50% of the shareholders signing a written resolution or voting at a shareholder meeting is required to approve the amalgamation or merger agreement, and the quorum for such meeting must be one or more persons holding or representing more than 25% of the issued shares of the company.	• Any two or more corporations existing under the laws of the state may merge into a single corporation pursuant to a board resolution and upon the majority vote by stockholders of each constituent corporation at an annual or special meeting.
• Every company may when authorized by a resolution of the board of directors sell, lease or exchange all or substantially all of its property and assets as its board of directors deems in the best interests of the company.	• Every corporation may at any meeting of the board sell, lease or exchange all or substantially all of its property and assets as its board deems expedient and for the best interests of the corporation when so authorized by a resolution adopted by the holders of a majority of the outstanding stock of a corporation entitled to vote.
• Any company which is the wholly-owned subsidiary of a holding company, or one or more companies which are wholly-owned subsidiaries of the same holding company, may amalgamate or merge without the vote or consent of shareholders provided that the approval of the board of directors is obtained and that a director or officer of each such company signs a statutory solvency declaration in respect of the relevant company.	• Any corporation owning at least 90% of the outstanding shares of each class of another corporation may merge the other corporation into itself and assume all of its obligations without the vote or consent of stockholders; however, in case the parent corporation is not the surviving corporation, the proposed merger shall be approved by a majority of the outstanding stock of the parent corporation entitled to vote at a duly called stockholder meeting.
• Any mortgage, charge or pledge of a company's property and assets may be authorized without the consent of shareholders subject to any restrictions under the bye-laws.	• Any mortgage or pledge of a corporation's property and assets may be authorized without the vote or consent of stockholders, except to the extent that the certificate of incorporation otherwise provides.

Bermuda	Delaware
Directors	
• The board of directors must consist of at least one director.	• The board of directors must consist of at least one member.
• The number of directors fixed by our bye-laws is ten and any changes to such number must be approved by the shareholders.	• Number of board members shall be fixed by the bylaws, unless the certificate of incorporation fixes the number of directors, in which case a change in the number shall be made only by amendment of the certificate of incorporation.
• Removal:	• Removal:
• Under our bye-laws, any or all directors may be removed, with or without cause, by the holders of a majority of the shares entitled to vote at a special meeting convened and held in accordance with the bye-laws for the purpose of such removal.	• Any or all of the directors may be removed, with or without cause, by the holders of a majority of the shares entitled to vote unless the certificate of incorporation otherwise provides.
• A 25% or more shareholder who is entitled to appoint directors to the board pursuant to our bye-laws is also entitled to remove any directors so appointed by notice in writing to the company.	• In the case of a classified board, stockholders may effect removal of any or all directors only for cause.
Duties of directors	
• The Companies Act authorizes the directors of a company, subject to its bye-laws, to exercise all powers of the company except those that are required by the Companies Act or the company's bye-laws to be exercised by the shareholders of the company. Our bye-laws provide that our business is to be managed and conducted by our board of directors. At common law, members of a board of directors owe a fiduciary duty to the company to act in good faith in their dealings with or on behalf of the company and exercise their powers and fulfill the duties of their office honestly. This duty includes the following essential elements:	• Under Delaware law, the business and affairs of a corporation are managed by or under the direction of its board of directors. In exercising their powers, directors are charged with a fiduciary duty of care to protect the interests of the corporation and a fiduciary duty of loyalty to act in the best interests of its stockholders. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to stockholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director act in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its stockholders take precedence over any interest possessed by a director, officer or controlling stockholder and not shared by the stockholders generally.
• a duty to act in good faith in the best interests of the company;	
• a duty not to make a personal profit from opportunities that arise from the office of director;	
• a duty to avoid conflicts of interest; and	
• a duty to exercise powers for the purpose for which such powers were intended.	

Bermuda	Delaware

• The Companies Act imposes a duty on directors and officers of a Bermuda company:
  • to act honestly and in good faith with a view to the best interests of the company; and
  • to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
• The Companies Act also imposes various duties on directors and officers of a company with respect to certain matters of management and administration of the company. Under Bermuda law, directors and officers generally owe fiduciary duties to the company itself, not to the company's individual shareholders, creditors or any class thereof. Our shareholders may not have a direct cause of action against our directors, particularly due to the waiver given by shareholders in the bye-laws of any claim or right of action that they have, both individually and on our behalf, against any director or officer in relation to any action or failure to take action by such director or officer, except in respect of any fraud or dishonesty of such director or officer.
	• In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, a director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

Takeovers	
• An acquiring party is generally able to acquire compulsorily the common shares of minority holders of a company in the following ways: • By a procedure under the Companies Act known as a "scheme of arrangement." A scheme of arrangement could be effected by obtaining the agreement of the company and of holders of common shares, representing in the aggregate a majority in number and at least 75% in value of the common shareholders present and voting at a court ordered meeting held to consider the scheme of arrangement. The scheme of arrangement must then be sanctioned by the Bermuda Supreme Court. If a scheme of arrangement receives all necessary agreements and sanctions, upon the filing of the court order with the Registrar of Companies in Bermuda, all holders of common shares could be compelled to sell their shares under the terms of the scheme of arrangement.	• Delaware law provides that a parent corporation, by resolution of its board of directors and without any stockholder vote, may merge with any subsidiary of which it owns at least 90% of each class of its capital stock. Upon any such merger, and in the event the parent corporate does not own all of the stock of the subsidiary, dissenting stockholders of the subsidiary are entitled to certain appraisal rights.
• By acquiring pursuant to a tender offer 90% of the shares or class of shares not already owned by, or by a nominee for, the acquiring party (the offeror), or any of its subsidiaries. If an offeror has, within four months after the making of an offer for all the shares or class of shares not owned by, or by a nominee for, the offeror, or any of its subsidiaries, obtained the approval of the	• Delaware law also provides, subject to certain exceptions, that if a person acquires 15% of voting stock of a company, the person is an "interested stockholder" and may not engage in "business combinations" with the company for a period of three years from the time the person acquired 15% or more of voting stock.

Bermuda	Delaware
holders of 90% or more of all the shares to which the offer relates, the offeror may, at any time within two months beginning with the date on which the approval was obtained, by notice compulsorily acquire the shares of any nontendering shareholder on the same terms as the original offer unless the Supreme Court of Bermuda (on application made within a one-month period from the date of the offeror's notice of its intention to acquire such shares) orders otherwise.	
• Where the acquiring party or parties hold not less than 95% of the shares or a class of shares of the company, by acquiring, pursuant to a notice given to the remaining shareholders or class of shareholders, the shares of such remaining shareholders or class of shareholders. When this notice is given, the acquiring party is entitled and bound to acquire the shares of the remaining shareholders on the terms set out in the notice, unless a remaining shareholder, within one month of receiving such notice, applies to the Supreme Court of Bermuda for an appraisal of the value of their shares. This provision only applies where the acquiring party offers the same terms to all holders of shares whose shares are being acquired.	
Dissenter's rights of appraisal	
• A dissenting shareholder (that did not vote in favor of the amalgamation or merger) of a Bermuda exempted company and who is not satisfied that he has been offered fair value for his shares may apply to the court to appraise the fair value of his or her shares in an amalgamation or merger.	• With limited exceptions, appraisal rights shall be available for the shares of any class or series of stock of a corporation in a merger or consolidation.
	• The certificate of incorporation may provide that appraisal rights are available for shares as a result of an amendment to the certificate of incorporation, any merger or consolidation or the sale of all or substantially all of the assets.
Dissolution	
• Under Bermuda law, a solvent company may be wound up by way of a members' voluntary liquidation. Prior to the company entering liquidation, a majority of the directors shall each make a statutory declaration, which states that the directors have made a full enquiry into the affairs of the company and have formed the opinion that the company will be able to pay its debts within a period of 12 months of the commencement of the winding up and must file the statutory declaration with the Registrar of Companies in Bermuda. The general meeting will be convened primarily for the purposes of passing a resolution that the company be wound up voluntarily and appointing a liquidator. The winding up of the company is deemed to commence at the time of the passing of the resolution.	• Under Delaware law, a corporation may voluntarily dissolve (i) if a majority of the board of directors adopts a resolution to that effect and the holders of a majority of the issued and outstanding shares entitled to vote thereon vote for such dissolution; or (ii) if all stockholders entitled to vote thereon consent in writing to such dissolution.

Bermuda	Delaware
Shareholder's derivative actions	
• Class actions and derivative actions are generally not available to shareholders under Bermuda law. Bermuda courts, however, would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong to the company where the act complained of is alleged to be beyond the corporate power of the company or illegal, or would result in the violation of the company's memorandum of association or bye-laws. Furthermore, consideration would be given by a Bermuda court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than that which actually approved it.	• In any derivative suit instituted by a stockholder of a corporation, it shall be averred in the complaint that the plaintiff was a stockholder of the corporation at the time of the transaction of which he complains or that such stockholder's stock thereafter devolved upon such stockholder by operation of law.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, no public market existed for our common shares, and although we expect that our common shares will be approved for listing on Nasdaq, we cannot assure investors that there will be an active public market for our common shares following this offering. We cannot predict what effect, if any, sales of our shares in the public market or the availability of shares for sale will have on the market price of our common shares. Future sales of substantial amounts of common shares in the public market, including shares issued upon exercise of outstanding options, or the perception that such sales may occur, however, could adversely affect the market price of our common shares and also could adversely affect our future ability to raise capital through the sale of our common shares or other equity-related securities at times and prices we believe appropriate.

Upon completion of this offering we will have outstanding common shares, after giving effect to the issuance of common shares in this offering, the automatic conversion, upon the completion of this offering, of one Series A preferred share, 11,083,691.3814 Series B preferred shares, 111,986.4786 Series C preferred shares and 1,072,546 Class B common shares into an aggregate of common shares, and no exercise of options outstanding as of March 31, 2020.

All of the common shares sold in this offering will be freely transferable by persons other than our "affiliates," as that term is defined under Rule 144 under the Securities Act, without restriction or further registration under the Securities Act. The remaining outstanding common shares held by existing shareholders are "restricted securities," as that term is defined in Rule 144 under the Securities Act. Restricted securities may be sold in the public market only if the offer and sale is registered under the Securities Act or if the offer and sale of those securities qualifies for exemption from registration, including exemptions provided by Rules 144 and 701 promulgated under the Securities Act.

As a result of lock-up arrangements and market standoff provisions described below and the provisions of Rules 144 and 701, the restricted securities will be available for sale in the public market as follows:

- none of the restricted shares will be eligible for immediate sale upon the completion of this offering; and
- shares will be eligible for sale upon expiration of lock-up arrangements and market standoff provisions described below, beginning 181 days after the date of this prospectus, subject in certain circumstances to the volume, manner of sale and other limitations under Rule 144 and Rule 701.

We may issue common shares from time to time for a variety of corporate purposes, including in capital-raising activities through future public offerings or private placements, in connection with exercise of options and warrants, vesting of restricted share units and other issuances relating to our employee benefit plans and as consideration for future acquisitions, investments or other purposes. The number of common shares that we may issue may be significant, depending on the events surrounding such issuances. In some cases, the shares we issue may be freely tradable without restriction or further registration under the Securities Act; in other cases, we may grant registration rights covering the shares issued in connection with these issuances, in which case the holders of the common shares will have the right, under certain circumstances, to cause us to register any resale of such shares to the public.

Rule 144

In general, under Rule 144 of the Securities Act, beginning 90 days after the date of this prospectus, an "affiliate" who has beneficially owned our shares for a period of at least six months is entitled to sell within any three-month period a number of shares that does not exceed the greater of either 1% of our then outstanding shares, or approximately shares immediately after this offering, or the average weekly trading volume of our shares on the Nasdaq Global Market during the four calendar weeks preceding the filing with the SEC of a notice on Form 144 with respect to such sale. Such sales under Rule 144 of the Securities Act are also subject to prescribed requirements relating to the manner of sale, notice and availability of current public information about us.

Under Rule 144, a person who is not deemed to have been an affiliate of ours at any time during the 90 days preceding a sale, and who has beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior holder other than an affiliate, is entitled to sell such shares without restriction, provided we have been in compliance with our reporting requirements under the Exchange Act for the six months following satisfaction of the six-month holding period. To the extent that our affiliates sell their shares, other than pursuant to Rule 144 or a registration statement, the purchaser's holding period for the purpose of effecting a sale under Rule 144 commences on the date of transfer from the affiliate.

Rule 701

In general, under Rule 701 of the Securities Act, each of our employees, consultants or advisors who purchases our common shares from us in connection with a compensatory stock plan or other written agreement executed prior to the completion of this offering is eligible to resell such common shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144. Substantially all such shares are subject to lock-up arrangements as described below and in "Underwriting" and will become eligible for sale upon the expiration of the restrictions set forth in those arrangements.

Regulation S

Regulation S provides generally that sales made in offshore transactions are not subject to the registration or prospectus-delivery requirements of the Securities Act.

Lock-up Arrangements

For a description of the lock-up arrangements that we and our shareholders have entered into in connection with this offering, see "Underwriting." In addition to the restrictions contained in the lock-up arrangements described above, we have entered into agreements with certain of our security holders, including our standard forms of option agreements under our equity incentive plans, that contain market stand-off provisions imposing restrictions on the ability of such security holders to offer, sell or transfer our equity securities for a period of 180 days following the date of this prospectus.

Registration Rights

Subject to the lock-up arrangements described above, upon the closing of this offering, TRGI, the holder of common shares, or its transferees, will be entitled to various rights with respect to the registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. See "Description of Share Capital—Registration Rights" for additional information. Shares covered by a registration statement will be eligible for sale in the public market upon the expiration or release from the terms of lock-up arrangements applicable to such shares.

Form S-8 Registration Statements

Following this offering, we intend to file one or more registration statements on Form S-8 under the Securities Act to register all of the common shares subject to outstanding options and other awards issuable pursuant to the 2018 Restricted Share Plan and IBEX Limited 2020 LTIP. Shares covered by these registration statements will then be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up arrangements described above and Rule 144 limitations applicable to affiliates.

MATERIAL U.S. AND BERMUDA INCOME TAX CONSEQUENCES

The following discussion is a description of the material Bermuda and U.S. federal income tax consequences of an investment in our common shares. This discussion is not exhaustive of all possible tax considerations. In particular, this discussion does not address the tax consequences under state, local, and other national (e.g., non-Bermuda and non-U.S.) tax laws. Accordingly, we urge you to consult your own tax advisor regarding your particular tax circumstances and the tax consequences under state, local, and other national tax laws. The following discussion is based upon laws and relevant interpretations thereof in effect and available as of the date hereof, all of which are subject to change, possibly with retroactive effect.

Bermuda Tax Consequences

The following is a discussion of the material Bermuda tax consequences of an investment in our common shares. The following discussion is not exhaustive of all possible tax considerations. We urge you to consult your own tax advisor regarding your particular tax circumstances.

Taxation of the Companies

At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by us or by our shareholders in respect of our shares. We have received from the Minister of Finance of Bermuda under The Exempted Undertaking Tax Protection Act 1966, as amended, an assurance that, in the event that Bermuda enacts legislation imposing tax computed on profits, income, any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance, the imposition of any such tax shall not be applicable to us or to any of our operations or shares, debentures or other obligations, until March 31, 2035. The assurance does not exempt us from paying import duty on goods imported into Bermuda. In addition, all entities employing individuals in Bermuda are required to pay a payroll tax and there are other sundry taxes payable, directly or indirectly, to the Bermuda government. We and our subsidiaries incorporated in Bermuda pay annual government fees to the Bermuda government.

Taxation of Holders

Currently, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by our shareholders in respect of our common shares. The issue, transfer, or redemption of our common shares is not currently subject to stamp duty.

U.S. Federal Income Tax Consequences

The following discussion of the material U.S. federal income tax consequences of the acquisition, ownership and disposition of our common shares is based upon current law and does not purport to be a comprehensive discussion of all the tax considerations that may be relevant to a decision to purchase our common shares. This summary is based on current provisions of the Internal Revenue Code of 1986, as amended, or the Code, existing, final, temporary and proposed U.S. Treasury Regulations, administrative rulings and judicial decisions, in each case in effect and available on the date of this prospectus. All of the foregoing are subject to change, which change could apply retroactively and could affect the tax consequences described below.

This section describes the material U.S. federal income tax consequences to U.S. holders, as defined below, of common shares. This discussion addresses only the U.S. federal income tax considerations for U.S. holders that acquire the common shares at their original issuance and hold the common shares as capital assets. This summary does not address all U.S. federal income tax matters that may be relevant to a particular U.S. holder. **Each**

prospective investor should consult a professional tax advisor with respect to the tax consequences of the acquisition, ownership or disposition of the common shares. This summary does not address tax considerations applicable to a holder of common shares that may be subject to special tax rules including, without limitation, the following:

- certain financial institutions;
- insurance companies;
- dealers or traders in securities, currencies, or notional principal contracts;
- tax-exempt entities;
- regulated investment companies or real estate investment trusts;
- persons that hold the common shares as part of a hedge, straddle, conversion, constructive sale or similar transaction involving more than one position;
- an entity classified as a partnership and persons that hold the common shares through partnerships or certain other pass-through entities;
- certain holders (whether individuals, corporations or partnerships) that are treated as expatriates for some or all U.S. federal income tax purposes;
- persons who acquired the common shares as compensation for the performance of services;
- persons holding the common shares in connection with a trade or business conducted outside of the U.S.;
- a U.S. holder who holds the common shares through a financial account at a foreign financial institution that does not meet the requirements for avoiding withholding with respect to certain payments under Sections 1471 through 1474 of the Code;
- holders that own (or are deemed to own) 10% or more of our shares by vote or value; and
- holders that have a “functional currency” other than the U.S. dollar.

Further, this discussion does not address alternative minimum, gift or estate tax consequences or the indirect effects on the holders of equity interests in entities that own our common shares. In addition, this discussion does not consider the U.S. tax consequences to holders of common shares that are not “U.S. holders” (as defined below).

For the purposes of this discussion, a “U.S. holder” is a beneficial owner of common shares that is (or is treated as), for U.S. federal income tax purposes:

- an individual who is either a citizen or resident of the U.S.;
- a corporation, or other entity that is treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the U.S. or any state of the U.S. or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of such trust or has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person within the meaning of the Code.

If a partnership holds common shares, the tax treatment of a partner and such partnership will generally depend upon the status of the partner and upon the activities of the partnership.

We will not seek a ruling from the U.S. Internal Revenue Service, or the IRS, with regard to the U.S. federal income tax treatment of an investment in our common shares, and we cannot assure you that that the IRS will agree with the conclusions set forth below.

Distributions

Subject to the discussion under "*Passive foreign investment company considerations*" below, the gross amount of any distribution actually or constructively received by a U.S. holder with respect to common shares will be taxable to the U.S. holder as a dividend to the extent of such U.S. holder's pro rata share of our current and accumulated earnings and profits as determined under U.S. federal income tax principles. Distributions in excess of such pro rata share of our earnings and profits will be non-taxable to the U.S. holder to the extent of, and will be applied against and reduce, the U.S. holder's adjusted tax basis in the common shares. Distributions in excess of the sum of such pro rata share of our earnings and profits and such adjusted tax basis will generally be taxable to the U.S. holder as capital gain from the sale or exchange of property. However, since we do not calculate our earnings and profits under U.S. federal income tax principles, it is expected that any distribution will be reported as a dividend, even if that distribution would otherwise be treated as a non-taxable return of capital or as capital gain under the rules described above. The amount of any distribution of property other than cash will be the fair market value of that property on the date of distribution. A corporate U.S. holder will not be eligible for any dividends-received deduction in respect of a dividend received with respect to our common shares.

While we do not currently plan to pay any dividends, the currency of any dividends that we may pay is subject to future determination. If we pay any such dividends in a currency other than U.S. dollars (a "foreign currency"), the amount of a distribution paid to a U.S. holder in a foreign currency will be the U.S. dollar value of the foreign currency calculated by reference to the spot exchange rate on the day the U.S. holder actually or constructively receives the distribution, regardless of whether the foreign currency is converted into U.S. dollars at that time. Any foreign currency gain or loss a U.S. holder realizes on a subsequent conversion of foreign currency into U.S. dollars will be U.S. source ordinary income or loss. If dividends received in a foreign currency are converted into U.S. dollars on the day they are actually or constructively received, a U.S. holder should not be required to recognize foreign currency gain or loss in respect of the dividend.

Under the Code and subject to the discussion below regarding the "Medicare Tax," qualified dividends received by non-corporate U.S. holders (*i.e.,* individuals and certain trusts and estates) are currently subject to a maximum income tax rate of 20%. This reduced income tax rate is applicable to dividends paid by "qualified foreign corporations" to such non-corporate U.S. holders that meet the applicable requirements, including a minimum holding period (generally, at least 61 days without protection from the risk of loss during the 121-day period beginning 60 days before the ex-dividend date). A non-U.S. corporation (other than a corporation that is classified as a passive foreign investment company, or PFIC, for the taxable year in which the dividend is paid or the preceding taxable year) generally will be considered to be a qualified foreign corporation (a) if it is eligible for the benefits of a comprehensive tax treaty with the U.S. which the Secretary of the Treasury of the U.S. determines is satisfactory for purposes of this provision and which includes an exchange of information provision or (b) with respect to any dividend it pays on shares of stock which are readily tradable on an established securities market in the U.S. Our common shares will be listed on the Nasdaq Global Market, which has been determined to be an established securities market in the U.S. Based on the foregoing, we expect to be considered a qualified foreign corporation under the Code. Accordingly, dividends paid by us to non-corporate U.S. holders with respect to shares that meet the minimum holding period and other requirements are expected to be treated as "qualified dividend income." However, dividends paid by us will not qualify for the 20% maximum U.S. federal income tax rate if we are treated, for the tax year in which the dividends are paid or the preceding tax year, as a PFIC for U.S. federal income tax purposes, as discussed below.

Dividends received by a U.S. holder with respect to common shares generally will be treated as foreign source income for the purposes of calculating that holder's foreign tax credit limitation. For this purpose, dividends distributed by us generally will constitute "passive category income"(but, in the case of some U.S. holders, may constitute "general category income").

Sale or Other Disposition of Common Shares

A U.S. holder will generally recognize gain or loss for U.S. federal income tax purposes upon the sale or exchange of common shares in an amount equal to the difference between the U.S. dollar value of the amount realized from such sale or exchange and the U.S. holder's tax basis for those common shares. Subject to the discussion under "Passive foreign investment company considerations" below, this gain or loss will generally be a capital gain or loss and will generally be treated as from sources within the U.S. Such capital gain or loss will be treated as long-term capital gain or loss if the U.S. holder has held the common shares for more than one year at the time of the sale or exchange. Long-term capital gains of non-corporate holders may be eligible for a preferential tax rate; the deductibility of capital losses is subject to limitations.

Medicare Tax

An additional 3.8% tax, or Medicare Tax, is imposed on all or a portion of the "net investment income"(which includes taxable dividends and net capital gains, adjusted for deductions properly allocable to such dividends or net capital gains) received by (i) U.S. holders that are individuals with modified adjusted gross income of over $200,000 ($250,000 in the case of joint filers, $125,000 in the case of married individuals filing separately) and (ii) certain trusts or estates.

Passive Foreign Investment Company Considerations

A corporation organized outside the U.S. generally will be classified as a PFIC for U.S. federal income tax purposes in any taxable year in which, after applying the applicable look-through rules, either: (i) at least 75% of its gross income is passive income, or (ii) on average at least 50% of the gross value of its assets is attributable to assets that produce passive income or are held for the production of passive income. In arriving at this calculation, a pro rata portion of the income and assets of each corporation in which we own, directly or indirectly, at least a 25% interest, as determined by the value of such corporation, must be taken into account. Passive income for this purpose generally includes dividends, interest, royalties, rents and gains from commodities and securities transactions. We believe that we were not a PFIC for any previous taxable year. Based on our estimated gross income, the average value of our gross assets, and the nature of the active businesses conducted by our "25% or greater" owned subsidiaries, we do not believe that we will be classified as a PFIC in the current taxable year and do not expect to become one in any taxable year in the foreseeable future. However, our status for any taxable year will depend on our assets and activities in each year, and because this is a factual determination made annually after the end of each taxable year, there can be no assurance that we will not be considered a PFIC for the current taxable year or any future taxable year. The market value of our assets may be determined in large part by reference to the market price of our common shares, which is likely to fluctuate after the offering (and may fluctuate considerably given that market prices of technology companies have been especially volatile). In addition, the composition of our income and assets will be affected by how, and how quickly, we spend the cash we raise in this offering. If we were a PFIC for any taxable year during which a U.S. holder held common shares, under the "default PFIC regime" (i.e., in the absence of one of the elections described below), gain recognized by the U.S. holder on a sale or other disposition (including a pledge) of the common shares would be allocated ratably over the U.S. holder's holding period for the common shares. The amounts allocated to the taxable year of the sale or other disposition and to any year before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge would be imposed on the resulting tax liability for that taxable year. Similar rules would apply to the extent any distribution in respect of common shares exceeds 125% of the average of the annual distributions on common shares received by a U.S. holder during the preceding three years or the holder's holding period, whichever is shorter.

In the event we were treated as a PFIC, the tax consequences under the default PFIC regime described above could be avoided by either a "mark-to-market" or "qualified electing fund," or QEF, election. A U.S. holder making a mark-to-market election (if the eligibility requirements for such an election were satisfied) generally would not be

subject to the PFIC rules discussed above, except with respect to any portion of the holder's holding period that preceded the effective date of the election. Instead, the electing holder would include in ordinary income, for each taxable year in which we were a PFIC, an amount equal to any excess of (a) the fair market value of the common shares as of the close of such taxable year over (b) the electing holder's adjusted tax basis in such common shares. In addition, an electing holder would be allowed a deduction in an amount equal to the lesser of (a) the excess, if any, of (i) the electing holder's adjusted tax basis in the common shares over (ii) the fair market value of such common shares as of the close of such taxable year or (b) the excess, if any, of (i) the amount included in ordinary income because of the election for prior taxable years over (ii) the amount allowed as a deduction because of the election for prior taxable years. The election would cause adjustments in the electing holder's tax basis in the common shares to reflect the amount included in gross income or allowed as a deduction because of the election. In addition, upon a sale or other taxable disposition of common shares, an electing holder would recognize ordinary income or loss (not to exceed the excess, if any, of (a) the amount included in ordinary income because of the election for prior taxable years over (b) the amount allowed as a deduction because of the election for prior taxable years).

Alternatively, a U.S. holder making a valid and timely QEF election generally would not be subject to the default PFIC regime discussed above. Instead, for each PFIC year to which such an election applied, the electing holder would be subject to U.S. federal income tax on the electing holder's pro rata share of our net capital gain and ordinary earnings for that year, regardless of whether such amounts were actually distributed to the electing holder. Although we currently intend to make available the information necessary to permit a U.S. holder to make a valid QEF election for any taxable year that we determine we are treated as a PFIC, there can be no assurance that we will continue to do so in future years.

If we are considered a PFIC for the current taxable year or any future taxable year, a U.S. holder may be required to file annual information returns for such year, whether or not the U.S. holder disposed of any common shares or received any distributions in respect of common shares during such year.

Backup Withholding and Information Reporting

U.S. holders generally will be subject to information reporting requirements with respect to dividends on common shares and on the proceeds from the sale, exchange or disposition of common shares that are paid within the U.S. or through U.S.-related financial intermediaries, unless the U.S. holder is an "exempt recipient." In addition, U.S. holders may be subject to backup withholding (currently at a 24% rate) on such payments, unless the U.S. holder provides a taxpayer identification number and a duly executed IRS Form W-9 or otherwise establishes an exemption. Backup withholding is not an additional tax, and the amount of any backup withholding will be allowed as a credit against a U.S. holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that the required information is timely furnished to the IRS.

Foreign Account Tax Compliance Act, or FATCA, and Related Provisions

Under certain circumstances, the company or its paying agent may be required, pursuant to the FATCA provisions of the Code (or analogous provisions of non-U.S. law) and regulations or pronouncements thereunder, any "intergovernmental agreement" entered into pursuant to those provisions or any U.S. or non-U.S. fiscal or regulatory legislation, rules, guidance, notes or practices adopted pursuant to any such agreement, to withhold U.S. tax at a rate of 30% on all or a portion of payments of dividends or other corporate distributions which are treated as "foreign passthru payments" made on or after the date that is two years after the date of publication in the Federal Register of final regulations defining the term "foreign passthru payment", if such payments are not exempt from such withholding. The company believes, and this discussion assumes, that the company is not a "foreign financial institution" for purposes of FATCA. The rules regarding FATCA and "foreign passthru payments," including the treatment of proceeds from the disposition of common shares, are not completely clear, and further guidance may be issued by the IRS that would clarify how FATCA might apply to dividends or other amounts paid on or with respect to common shares.

Specified Foreign Financial Assets

Certain individual U.S. Holders that own “specified foreign financial assets” with an aggregate value in excess of US$50,000 on the last day of the tax year or more than US$75,000 at any time during the tax year are generally required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. “Specified foreign financial assets” include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer that are not held in accounts maintained by financial institutions. Higher reporting thresholds apply to certain individuals living abroad and to certain married individuals. Regulations extend this reporting requirement to certain entities that are treated as formed or availed of to hold direct or indirect interests in specified foreign financial assets based on certain objective criteria. U.S. Holders who fail to report the required information could be subject to substantial penalties. In addition, the statute of limitations for assessment of tax would be suspended, in whole or part. Prospective investors should consult their own tax advisors concerning the application of these rules to their investment in the common shares, including the application of the rules to their particular circumstances.

ENFORCEMENT OF CIVIL LIABILITIES

We are an exempted company incorporated under the laws of Bermuda. As a result, the rights of holders of our common shares will be governed by Bermuda law and our memorandum of association and bye-laws. Bermuda has a less developed body of securities laws as compared to the U.S. and provides protections for investors to a lesser extent.

Most of our directors and officers and those of our subsidiaries are residents of countries other than the U.S. Substantially all of our and our subsidiaries' assets and a substantial portion of the assets of our directors and officers are located outside the U.S. As a result, it may be difficult or impossible for U.S. investors to effect service of process within the U.S. upon us, our directors or officers or our subsidiaries or to realize against us or them judgments obtained in U.S. courts, including judgments predicated upon the civil liability provisions of the securities laws of the U.S. or any state in the U.S. However, we have expressly submitted to the jurisdiction of the U.S. federal and New York state courts sitting in the City of New York for the purpose of any suit, action or proceeding arising under the securities laws of the U.S. or any state in the U.S.

ASW Law Limited, our counsel as to Bermuda law, has advised us that there is uncertainty as to whether the courts of Bermuda would (1) recognize or enforce against us or our directors or officers judgments of courts of the U.S. based on civil liability provisions of applicable U.S. federal and state securities laws; or (2) impose liabilities against us or our directors and officers in original actions brought in Bermuda, based on these laws. Our registered address in Bermuda is Crawford House, 50 Cedar Avenue, Hamilton HM 11, Bermuda.

UNDERWRITING

Citigroup Global Markets Inc. and RBC Capital Markets, LLC are serving as joint book-running managers of this offering and as representatives of the underwriters. We, the selling shareholder and the underwriters have entered into an underwriting agreement with respect to the common shares being offered hereby. Subject to certain conditions set forth in the underwriting agreement, each underwriter has severally agreed to purchase, at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of common shares set forth in the following table.

Underwriters	Number of shares
Citigroup Global Markets Inc.	
RBC Capital Markets, LLC	
Robert W. Baird & Co. Incorporated	
SunTrust Robinson Humphrey, Inc.	
Piper Sandler & Co.	
Total	

The underwriters are committed to take and pay for all of the shares offered by us and the selling shareholder other than the shares covered by the option described below. The obligations of the underwriters under the underwriting agreement may be terminated upon the occurrence of certain stated events, including that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or this offering may be terminated.

The selling shareholder has granted the underwriters an option to buy up to an additional common shares to cover sales by the underwriters which exceed the number of shares specified in the table above. The underwriters have 30 days from the date of this prospectus to exercise this option. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above. If any additional common shares are purchased, the underwriters will offer the additional shares on the same terms as those on which the shares are being offered.

The underwriters propose to offer the common shares directly to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of $ per share. The underwriting fee is equal to the public offering price per common share, less the amount paid by the underwriters to us and the selling shareholder per common share. The underwriting fee is $ per share. The following tables set forth the per share and total underwriting discounts and commissions to be paid to the underwriters, assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

Paid By Us	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Paid by the Selling Shareholder	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

We estimate that the total expenses of this offering, including registration, filing, listing and printing fees, legal and accounting expenses, but excluding underwriting discounts and commissions, will be approximately $ million, which will be paid by us. We have agreed to reimburse the underwriters for certain expenses in connection with the qualification of the offering with the Financial Industry Regulatory Authority, Inc. ("FINRA") up to $. Such reimbursement is deemed to be underwriting compensation by FINRA.

We, our executive officers, directors and holders of substantially all of our common shares on the date of this prospectus, including the selling shareholder, have agreed with the underwriters, subject to certain limited exceptions, not to sell or transfer any common shares or securities convertible into, exchangeable for, exercisable for, or repayable with common shares, for 180 days after the date of this prospectus without first obtaining the written consent of Citigroup Global Markets Inc. and RBC Capital Markets, LLC. Specifically, we and such other persons have agreed, subject to certain limited exceptions, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any common shares, or any options or warrants to purchase any common shares, or any securities convertible into, exchangeable for or that represent the right to receive common shares, owned directly by us or such other persons (including holding as a custodian) or with respect to which we or such other persons have beneficial ownership within the rules and regulations of the Securities and Exchange Commission. We and such other persons have agreed that these restrictions expressly preclude us and such other persons from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of our or such other persons' common shares if such common shares would be disposed of by someone other than us or such other persons. Prohibited hedging or other transactions includes any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of our or such other persons' common shares or with respect to any security that includes, relates to or derives any significant part of its value from such common shares.

The foregoing restrictions do not apply to:

- the sale of shares pursuant to the underwriting agreement hereunder;
- common shares issued upon the exercise of options granted under existing equity compensation or management incentive plans described in the prospectus;
- other customary exceptions, including transfers of common shares or any securities convertible into, exchangeable for, exercisable for, or repayable with common shares (i) by will or intestacy, provided such transferee agrees to the applicable lock-up restrictions, (ii) as a bona fide gift or gifts, provided such transferee agrees to the applicable lock-up restrictions, (iii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of a security holder or the immediate family of such security holder, provided such transferee agrees to the applicable lock-up restrictions or (iv) pursuant to an order of a court or regulatory agency.

The underwriters do not expect sales to discretionary accounts to exceed 5% of the total number of shares offered.

Prior to this offering, there has been no public market for the shares. The initial public offering price has been determined by negotiations among us, the selling shareholder and the representatives of the underwriters. In determining the initial public offering price, we, the selling shareholder and the representatives of the underwriters have considered a number of factors, including:

- the information set forth in this prospectus and otherwise available to the representatives;
- our prospects and the history and prospects for the industry in which we compete;
- an assessment of our management;
- prevailing market conditions;
- our historical performance;
- estimates of our business potential and prospects for future earnings;
- consideration of the above factors in relation to market valuation and stages of developments of other companies comparable to ours; and
- other factors deemed relevant by the representatives of the underwriters, us and the selling shareholder.

Neither we, the selling shareholder nor the underwriters can assure investors that an active trading market will develop for our common shares, or that the shares will trade in the public market at or above the initial public offering price.

We have applied to list our common shares listed on the Nasdaq Global Market under the symbol “IBEX.”

We and the selling shareholder have agreed to indemnify the several underwriters and their controlling persons against certain liabilities, including liabilities under the Securities Act.

Stabilization, Short Positions and Penalty Bids

In connection with this offering, the underwriters may effect certain transactions in common shares in the open market in order to prevent or retard a decline in the market price of our common shares while this offering is in progress. These transactions may include short sales, purchases to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. “Covered” shorts are short positions in an amount not greater than the underwriters’ option described herein, and “naked” shorts are short positions in excess of that amount. In determining the source of shares to close out a “covered” short, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option. A “covered” short may be covered by either exercising the underwriters’ option or purchasing shares in the open market. A “naked” short is more likely to be created if underwriters are concerned that there may be downward pressure on the price of our common shares in the open market prior to the completion of the offering, and may only be closed out by purchasing shares in the open market. Stabilizing transactions consist of various bids for or purchases of our common shares made by the underwriters in the open market prior to the completion of the offering.

In addition, the underwriters may, pursuant to Regulation M of the Securities Act, also impose a penalty bid, which is when a particular underwriter repays to the other underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of that underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or slowing a decline in the market price of our common shares, and together with the imposition of a penalty bid, may stabilize, maintain or otherwise affect the market price of our common shares. As a result, the price of our common shares may be higher than the price that might otherwise exist in the open market. If these activities are commenced by the underwriters, they may be discontinued at any time. These transactions may be effected on the Nasdaq Global Market, in the over-the-counter market or otherwise.

Electronic Distribution

In connection with this offering, certain of the underwriters may distribute prospectuses by electronic means, such as email. In addition, certain of the underwriters may facilitate Internet distribution for this offering to certain of their Internet subscription customers, and allocate a limited number of shares for sale to its online brokerage customers. A prospectus in electronic format is being made available on the website maintained by one or more of the book runners of this offering and may be made available on websites maintained by the other underwriters. Other than the prospectus in electronic format, the information on any underwriter’s website and any information contained in any other website maintained by an underwriter is not a part of the prospectus or the registration statement, of which this prospectus forms a part.

Other Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, investment research, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may provide from time to time in the future, various financial advisory and investment banking services for us, for which they have received or will receive customary fees and expenses. Our subsidiary, Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc., entered into a supplier agreement with Citibank, N.A., an affiliate of one of the underwriters, which relationship is described in more detail under the heading “Receivables Financing Agreement with Citibank, N.A.” above.

In addition, in the ordinary course of their various business activities, certain of the underwriters and their respective affiliates may from time to time effect transactions for their own account or the account of their customers, and hold on behalf of themselves or their customers, long or short positions in our debt or equity securities (including related derivative securities) and financial instruments (including bank loans), and may continue to do so in the future. The underwriters and their respective affiliates may also make investment recommendations and / or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and / or short positions in such securities and instruments.

EXPENSES RELATED TO THE OFFERING

We estimate that expenses of the offering, excluding underwriting discounts and commissions, incurred by us will be as follows:

(in 000's)		
SEC registration fee	$	*
FINRA filing fee		*
Exchange listing fee		*
Printing expenses		*
Legal fees and expenses		*
Accounting fees and expenses		*
Miscellaneous expenses		*
Total expenses	$	*

* To be filed by amendment.

All amounts in the table are estimated except for the SEC registration fee and the FINRA filing fee.

LEGAL MATTERS

Certain legal matters with respect to U.S. law in connection with this offering will be passed upon for us by DLA Piper LLP (US). The validity of the common shares being offered by this prospectus and certain other legal matters with respect to Bermuda law in connection with this offering will be passed upon for us by ASW Law Limited. Certain legal matters with respect to U.S. law in connection with this offering will be passed upon for the underwriters by Goodwin Procter LLP.

EXPERTS

The consolidated financial statements as of June 30, 2019 and 2018 and for each of the two years in the period ended June 30, 2019 included in this Prospectus and in the Registration Statement have been so included in reliance on the reports of BDO LLP, an independent registered public accounting firm, appearing elsewhere herein and in the Registration Statement, given on the authority of said firm as experts in auditing and accounting.

BDO LLP, London, United Kingdom, is a member of the Institute of Chartered Accountants in England and Wales.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form F-1 under the Securities Act, including relevant exhibits and schedules, with respect to the common shares to be sold in this offering. This prospectus, which constitutes a part of the registration statement, does not contain all of the information contained in the registration statement. You should read the registration statement and its exhibits for further information with respect to us and our shares. Some of these exhibits consist of documents or contracts that are described in this prospectus in summary form. You should read the entire document or contract for the complete terms.

After this offering, we will be subject to the reporting requirements of the Exchange Act applicable to foreign private issuers. Accordingly, we will be required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K.

You may read reports and other information we file with the SEC, including the registration statement of which this prospectus forms a part and the exhibits thereto, at the SEC's website at www.sec.gov

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

We also maintain an Internet website at www.ibex.co. Information contained in or connected to our website is not a part of this prospectus.

IBEX Limited

Index to the financial statements

Unaudited Condensed Consolidated Interim Financial Statements as of March 31, 2020 and the nine month periods ended March 31, 2020 and 2019

Consolidated Financial Statements as of and for the two years ended June 30, 2019

IBEX Limited
Unaudited Condensed Consolidated Interim Statements of Financial Position

	Notes	As of March 31, 2020	As of June 30, 2019
		(US$'000)	
Assets			
Non-current assets			
Goodwill		11,832	11,832
Other intangible assets	*4*	3,328	2,928
Property and equipment	*5*	91,067	82,309
Investment in joint venture		332	227
Deferred tax asset		2,055	2,517
Warrant asset	*20*	3,042	3,316
Other assets	*6*	4,244	3,398
Total non-current assets		**115,900**	**106,527**
Current assets			
Trade and other receivables	*7*	62,832	71,134
Due from related parties	*12*	1,984	1,768
Cash and cash equivalents	*8*	15,471	8,873
Total current assets		**80,287**	**81,775**
Total assets		**196,187**	**188,302**
Equity and liabilities			
Equity attributable to owners of the parent			
Share capital		12	12
Additional paid-in capital		96,207	96,207
Other reserves		29,627	29,585
Accumulated deficit		(105,722)	(117,176)
Total equity		**20,124**	**8,628**
Non-current liabilities			
Deferred revenue	*15.3*	444	753
Lease liabilities	*5.2*	66,851	58,602
Borrowings	*9*	4,865	7,184
Deferred tax liability		128	147
Other non-current liabilities	*10*	2,461	1,607
Total non-current liabilities		**74,749**	**68,293**
Current liabilities			
Trade and other payables	*11*	45,333	48,357
Lease liabilities	*5.2*	12,689	10,632
Borrowings	*9*	32,457	41,835
Deferred revenue	*15.3*	4,729	4,388
Due to related parties	*12*	6,106	6,169
Total current liabilities		**101,314**	**111,381**
Total liabilities		**176,063**	**179,674**
Total equity and liabilities		**196,187**	**188,302**

The accompanying notes are an integral part of these unaudited condensed consolidated interim financial statements.

IBEX Limited
Unaudited Condensed Consolidated Interim Statements of Profit or Loss and Other Comprehensive Income
For the nine month periods ended

	Notes	March 31, 2020	March 31, 2019
		(US$'000)	
Revenue	15.1	304,255	280,465
Payroll and related costs		207,246	191,494
Share-based payments	19	(119)	4,039
Reseller commission and lead expenses		13,604	23,038
Depreciation and amortization		18,460	15,692
Other operating costs	16	44,817	37,120
		284,008	271,383
Income from operations		**20,247**	**9,082**
Finance expenses		(7,190)	(5,458)
Income before taxation		**13,057**	**3,624**
Income tax expense	17	(1,482)	(3,496)
Net income for the period, continuing operation		**11,575**	**128**
Net income for the period, discontinued operations, net of tax	22	—	11,085
Net income for the period		11,575	11,213
Other comprehensive income			
Item that will be subsequently reclassified to profit or loss			
Foreign currency translation adjustment		(37)	(252)
		(37)	**(252)**
Total comprehensive income for the period		**11,538**	**10,961**
		(US$)	
Earnings per share from continuing operations attributable to the ordinary equity holders of the parent			
Basic earnings per share	14	—	—
Diluted earnings per share	14	—	—
Earnings per share attributable to the ordinary equity holders of the parent			
Basic earnings per share	14	—	—
Diluted earnings per share	14	—	—

The accompanying notes are an integral part of these unaudited condensed consolidated interim financial statements.

IBEX Limited
Unaudited Condensed Consolidated Interim Statements of Changes in Equity
For the nine month periods ended

	Attributable to shareholders of the Holding Company								
	Issued, Subscribed and Paid in Capital			Other Reserves					
	Share Capital	Senior Preferred Shares	Additional Paid in Capital	Re-organization Reserve	Share Option Plans	Foreign Currency Translation Reserve	Actuarial gain on defined benefit plan	Accumulated Deficit	Total Equity Attributable to the Holding Company
	(US$'000)								
Balance, June 30, 2018 (as previously stated)	**12**	**20,000**	**96,207**	**21,280**	**16,068**	**(528)**	**975**	**(126,061)**	**27,953**
Adjustment on initial adoption of IFRS 15- Revenue from Contracts with Customers	—	—	—	—	—	—	—	(2,080)	(2,080)
Balance, July 1, 2018 (as restated)	**12**	**20,000**	**96,207**	**21,280**	**16,068**	**(528)**	**975**	**(128,141)**	**25,873**
Comprehensive income for the period									
Net income for the nine months ended March 31, 2019	—	—	—	—	—	—	—	11,213	11,213
Other Comprehensive Income	—	—	—	—	—	(252)	—	—	(252)
Total Comprehensive income / (loss) for the period	—	—	—	—	—	(252)	—	11,213	10,961
Transactions with Owners									
Share-based transactions (Note 19)	—	—	—	—	5,518	—	—	—	5,518
Redemption of senior preferred shares	—	(5,971)	—	—	—	—	—	—	(5,971)
	—	(5,971)	—	—	5,518	—	—	—	(453)
Balance, March 31, 2019	**12**	**14,029**	**96,207**	**21,280**	**21,586**	**(780)**	**975**	**(116,928)**	**36,381**
Balance, July 1, 2019	**12**	**—**	**96,207**	**9,744**	**19,601**	**(844)**	**1,084**	**(117,176)**	**8,628**
Comprehensive income for the period									
Net income for the nine months ended March 31, 2020	—	—	—	—	—	—	—	11,575	11,575
Other Comprehensive Income	—	—	—	—	—	(37)	—	—	(37)
Total Comprehensive income / (loss) for the period	—	—	—	—	—	(37)	—	11,575	11,538
Transactions with Owners									
Share-based transactions (Note 19)	—	—	—	—	92	—	—	—	92
Repurchase of Share-based transaction (Note 22)			—	83	(96)				(13)
Dividend distribution (Note 18)	—	—	—	—	—	—	—	(121)	(121)
	—	—	—	83	(4)	—	—	(121)	(42)

Balance, March 31, 2020	**12**	**—**	**96,207**	**9,827**	**19,597**	**(881)**	**1,084**	**(105,722)**	**20,124**

The accompanying notes are an integral part of these unaudited condensed consolidated interim financial statements.

IBEX Limited
Unaudited Condensed Consolidated Interim Statements of Cash Flows
For the nine month periods ended

	Notes	March 31, 2020	March 31, 2019
		(US$'000)	
CASH FLOWS FROM OPERATING ACTIVITIES			
Income before taxation		13,057	19,514
Adjustments for:			
Depreciation and amortization	*4&5*	18,460	16,307
Amortization of warrant asset	*20*	551	465
Foreign currency translation loss		249	680
Share warrants	*20*	632	(365)
Phantom expense	*19*	(196)	(333)
Share-based payments	*19*	77	5,232
Allowance of expected credit losses	*7*	101	159
Share of profit from investment in joint venture		(414)	(312)
Loss / (gain) on disposal of fixed assets		(73)	(41)
Provision for defined benefit scheme		134	—
Impairment of intangibles		—	163
Finance costs		7,190	9,636
Decrease / (increase) in trade and other receivables		8,154	(16,027)
Increase in renewal receivables		—	(25,582)
(Increase) / decrease in prepayments and other assets		(1,400)	(6)
Decrease in trade and other payables and other liabilities		(4,921)	(3,712)
Cash generated from / (used in) operations		41,601	5,778
Interest paid		(7,190)	(9,270)
Income taxes paid		(758)	(328)
Net cash inflow / (outflow) from operating activities		**33,653**	**(3,820)**
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of property and equipment		(4,019)	(2,702)
Purchase of other intangible assets		(485)	(544)
Return on investment from joint venture		309	96
Proceed from sale of assets		—	79
Capital repayment from joint venture		—	276
Net cash used in investing activities		**(4,195)**	**(2,795)**
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from line of credit		107,525	132,159
Repayments of line of credit		(117,485)	(126,502)
Proceeds from borrowings		1,000	34,333
Repayment of borrowings		(4,806)	(3,889)
Repayment of related party loans		—	(1,200)
Principal payments on lease obligations		(8,935)	(7,640)
Repayment of private placement notes		—	(14,500)
Dividend distribution	*18*	(121)	—
Payment of senior preferred shares		—	(5,972)
Net cash (outflow) / inflow from financing activities		**(22,822)**	**6,789**
Effects of exchange rate difference on cash and cash equivalents		(38)	(256)
Net increase / (decrease) in cash and cash equivalents		6,598	(82)
Cash and cash equivalents at beginning of the period		8,873	13,519
Cash and cash equivalents at end of the period		**15,471**	**13,437**
Non-cash items			
New leases		24,552	66,620
Issuance of warrants		277	—

The accompanying notes are an integral part of these unaudited condensed consolidated interim financial statements.

IBEX Limited
Notes to the Unaudited Condensed Consolidated Interim Financial Statements
For the nine month periods ended March 31, 2020 and March 31, 2019

1. THE GROUP AND ITS OPERATIONS

IBEX Holdings Limited was incorporated on February 28, 2017 and changed its name to IBEX Limited on September 11, 2019. IBEX Limited is hereinafter also referred to as "the Holding Company". The registered office of the Holding Company is situated at Crawford House, 50 Cedar Avenue, Hamilton HM 11, Bermuda, which is also the principal place of business of the Holding Company. "The Group" or the "Company" refers to the Holding Company and its subsidiaries. The Holding Company is controlled by and majority owned by The Resource Group International Limited ("TRGI") (the "Controlling Shareholder"), of which TRG Pakistan Limited holds a majority interest. These unaudited condensed consolidated interim financial statements of the Holding Company as of March 31, 2020 and for the nine-month periods ended March 31, 2020 and 2019 (hereafter the interim period) comprise the financial statements of IBEX Limited and its subsidiaries. These unaudited condensed consolidated interim financial statements were approved for issue on June 25, 2020.

2. BASIS OF PREPARATION

2.1. Statement of compliance

The unaudited condensed consolidated interim financial statements have been prepared in accordance with International Accounting Standard (IAS) 34 (Interim Financial Reporting) as issued by the International Accounting Standards Board. These unaudited condensed consolidated interim financial statements do not include all the information required for full annual financial statements and should be read in conjunction with the consolidated financial statements of the Group as of and for the year ended June 30, 2019.

In the opinion of the Group´s management, the unaudited condensed consolidated interim financial statements have been prepared on the same basis as the audited financial statements and include all adjustments, necessary to present fairly the Group ´s statement of financial position as of March 31, 2020 and its results of operations, its cash flows and changes in equity for the nine-month periods ended March 31, 2020 and 2019 respectively. The results for the nine-month period ended March 31, 2020 are not necessarily indicative of the results expected for the full year.

The financial position of the Group, its cash flows, liquidity position and borrowing facilities are described in Note 8 and 9 to the unaudited condensed consolidated interim financial statements. In the period ended March 31, 2020 the Group has generated a net income of $11.6 million and as of March 31, 2020, has an accumulated deficit of $105.7 million. Current liabilities exceed current assets by $21.0 million as of March 31, 2020. The Group has cash and cash equivalents of $15.5 million as of March 31, 2020.

The accompanying unaudited condensed consolidated interim financial statements have been prepared assuming that the Group will continue as a going concern for a period of twelve months from the date of issuance of these unaudited condensed consolidated interim financial statements. This basis of accounting contemplates the recovery of the Group's assets and the satisfaction of liabilities in the normal course of business.

The Group's forecasts and projections, taking account of reasonably possible changes in trading performance, show that the Group should be able to operate within the level of its current monetary facilities and plans. Management therefore has a reasonable expectation that the Group has adequate

resources to continue its operational existence for a period of at least twelve months from the date of approval of the unaudited condensed consolidated interim financial statements. Thus, they continue to adopt the going concern basis of accounting in preparation of these unaudited condensed consolidated interim financial statements.

In March 2020, the World Health Organization declared the outbreak of COVID-19 as a global pandemic (the "Pandemic"). The Pandemic has had a widespread and detrimental effect on the global economy and has adversely impacted the Company's business and results of operations. The Company has experienced travel bans, states of emergency, quarantines, lockdowns, "shelter in place" orders, business restrictions and shutdowns in most countries where it operates. The Company's containment measures have impacted its day-to-day operations and disrupted its business. Because the severity, magnitude and duration of the Pandemic and its economic consequences are highly uncertain, rapidly changing and difficult to predict, the ultimate impact of the Pandemic on the Company's business, financial condition and results of operations is currently unknown. Refer to note 15.2 for the costs related to COVID-19 that were incurred by the Company during the three months ended March 31, 2020. The Company anticipates there may be additional costs relating to the Pandemic incurred in the upcoming months that will be attributable to fiscal year 2020 and thereafter. However, the Company believes that its liquidity and operating cash flow will be sufficient to absorb additional costs for a period of at least 12 months from date of approval of the unaudited interim condensed consolidated financial statements.

Management therefore have a reasonable expectation that the Group has adequate resources to continue its operational existence for the foreseeable future. Thus they continue to adopt the going concern basis of accounting in preparation of these financial statements.

2.2. Basis of measurement

The unaudited condensed consolidated interim financial statements have been prepared on the basis of historical cost convention, except as otherwise disclosed, and assuming that the Group will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

3. ACCOUNTING POLICIES

The unaudited condensed consolidated interim financial statements have been prepared in accordance with the accounting policies applied in the Group's annual consolidated financial statements as of and for the year ended June 30, 2019.

The Group financial statements for the year ended June 30, 2019 were prepared in accordance with International Financial Reporting Standards, International Accounting Standards and Interpretations (IFRS), as issued by the International Accounting Standards Board (IASB).

The Group early adopted IFRS 16 – Leases on July 1, 2018 therefore comparative figures for the nine months ended March 31, 2019 reflect the adoption of IFRS 16.

The Group has adopted IFRIC 23 effective from July 1, 2019 and reassessed its judgements and estimates related to income tax treatments in various jurisdictions. There are no material uncertain tax treatments that would require adjustment to the income tax expense.

Critical accounting estimates and judgements

The preparation of unaudited condensed consolidated interim financial statements in compliance with IAS 34 requires the use of certain critical accounting estimates and judgements. There have been no material revisions to the basis of estimation of amounts reported in the annual financial statements for the year ended June 30, 2019 other than those mentioned below.

- Market value of common shares / fair market value of warrants

The MAM method included transactions involving similar companies over the last five years. However, as a result of the COVID-19 pandemic, the economic landscape and outlook were significantly different as of the valuation date compared to the effective dates for the transactions involving comparable companies. Therefore, the Company did not utilize the MAM method in the March 31, 2020 valuation.

Impact of accounting standards to be applied in future periods

The following standards, amendments and interpretations of approved accounting standards will be effective for accounting periods beginning on or after April 1, 2020 that the Company has decided not to adopt early:

- On January 23, 2020, the International Accounting Standards Board (IASB or the Board) issued amendments to IAS 1 Presentation of Financial Statements (the amendments) to clarify that liabilities are classified as either current or non-current, depending on the rights that exist at the end of the reporting period. These amendments should be applied for annual periods beginning on or after January 1, 2022, retrospectively in accordance to IAS 8. The Company is assessing the impact of the amendment and expects that the impact would not have a material impact on the financial statements
- On May 28, 2020, the IASB published 'Covid-19-Related Rent Concessions (Amendment to IFRS 16)' amending IFRS 16 to:
    - provide lessees with an exemption from assessing whether a COVID-19-related rent concession is a lease modification;
    - require lessees that apply the exemption to account for COVID-19-related rent concessions as if they were not lease modifications;
    - require lessees that apply the exemption to disclose that fact; and
    - Require lessees to apply the exemption retrospectively in accordance with IAS 8, but not require them to restate prior period figures.

The amendment is effective for annual reporting periods beginning on or after June 1, 2020. However, the Company is not considering to avail these concessions.

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4. OTHER INTANGIBLE ASSETS

	March 31, 2020	June 30, 2019
	(US$'000)	
Balance at beginning of period	2,928	4,181
Additions	1,524	622
Disposal	(10)	(13)
Impairment charge for the period	—	(163)
Amortization	(1,104)	(1,727)
Foreign exchange movements	(10)	28
Balance at end of period	**3,328**	**2,928**

The additions of $1.5 million and $0.6 million for the nine months ended March 31, 2020 and year ended June 30, 2019 respectively represent the acquisition of software.

5. PROPERTY AND EQUIPMENT

	March 31, 2020	June 30, 2019
	(US$'000)	
Balance at beginning of period	82,309	18,899
Adoption of IFRS 16	—	53,733
Additions	29,432	41,650
Disposals	(3,244)	(72)
Disposal of subsidiary	—	(9,450)
Depreciation	(17,356)	(20,078)
Foreign exchange movements	(74)	(2,373)
Balance at end of period	**91,067**	**82,309**

The additions for the nine months ended March 31, 2020 and year ended June 30, 2019, respectively relate to buildings of $15.4 million and $30.9 million, for computer equipment of $6.6 million and $4.1 million, for furniture, fixture and equipment of $5.7m and $2.5m, for assets under construction $1m and $2.7m, for leasehold improvements of $0.7m and $1.1m and for vehicles of $0 million and $0.4 million.

The additions include the discontinued operations as of June 30, 2019, for furniture, fixture and equipment of $0.6 million and for computer equipment of $0.4 million, respectively.

5.1. Right of use assets

Right of use assets comprise of:

	March 31, 2020	June 30, 2019
	(US$'000)	
Balance at beginning of period	67,681	57,280
Additions	24,552	33,348
Disposal - net of depreciation	(3,235)	(8,481)
Foreign exchange movements	(170)	(1,648)
Depreciation charge for the period	(12,016)	(12,818)
Balance at end of period	**76,812**	**67,681**

The additions in the right of use assets for the nine months ended March 31, 2020 and year ended June 30, 2019, relate to buildings of $15.4 million and $30.9 million, leasehold improvements of nil and $0.1 million, furniture, fixture and equipment of $4.7 million and $0.1 million, computer equipment of $4.5 million and $0.5 million, vehicles of nil and $0.2 million and assets under construction of nil and $1.5 million, respectively.

5.2. Lease liabilities

	March 31, 2020	June 30, 2019
	(US$'000)	
Lease liabilities included in statement of financial position	**79,540**	**69,234**
Current	12,689	10,632
Non Current	66,851	58,602

The total lease payments for nine months ended March 31, 2020 and year ended June 30, 2019 were $8.9 million and $10.5 million respectively. The lease payments include the impact of IFRS 16 of $6.6 million and $8.4 million in nine months ended March 31, 2020 and year ended June 30, 2019 respectively**.**

6. OTHER NON-CURRENT ASSETS

	Note	March 31, 2020	June 30, 2019
		(US$'000)	
Deposits		2,847	1,930
Prepayments	*6.1*	930	909
Other		467	559
		4,244	**3,398**

6.1. These include prepayments for call centre optimization services which are amortized over 120 months.

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7. TRADE AND OTHER RECEIVABLES

	Note	March 31, 2020	June 30, 2019
		(US$'000)	
Trade receivables			
Trade receivables - gross		56,561	65,886
Less: allowance for credit losses	7.1	(2,073)	(2,209)
Trade receivables - net		54,488	63,677
Less: receivables attributable to related parties, net		(680)	(652)
Trade receivables - net closing balance		**53,808**	**63,025**
Other receivables			
Prepayments		3,003	3,149
Advance Tax		1,821	1,457
VAT/Sales Tax receivables		1,614	1,039
Other receivables		2,030	1,091
Deposits		556	1,373
		9,024	8,109
		62,832	**71,134**

7.1. Allowance for credit losses

	Note	March 31, 2020	June 30, 2019
		(US$'000)	
Opening balance		2,209	2,244
Foreign exchange movements		(237)	(273)
Loss allowance recognised during the year		101	343
Trade receivables written off against allowance		—	(105)
Closing balance	7.2	**2,073**	**2,209**

7.2. Expected credit loss:

The Group continuously monitors defaults of customers and other counterparties, identified either individually or by group, and incorporate this information into its credit risk controls.

The consolidated entities recognize a loss allowance for expected credit losses on financial assets which are measured at amortized cost. The measurement of the loss allowance depends upon the assessment at the end of each reporting period as to whether the financial instrument's credit risk has increased significantly since initial recognition, based on reasonable and supportable information that is available, without undue cost or effort to obtain. Based on the historic trend and expected performance of the customers, the Group believes that the below expected credit loss allowance sufficiently covers the risk of default.

On the above basis the expected credit loss for trade receivables as at March 31, 2020 and June 30, 2019 was determined as follows:

	March 31, 2020 (US$'000)						
	Not overdue	Due: 0 to 30 days	Due: 31 - 60 days	Due: 61 to 90 days	Due: 91 - 180 days	Due: over 180 days	Total
Expected credit loss rate	—	1%	27%	2%	45%	99%	—
Gross carrying amount	51,650	2,482	256	49	243	1,881	56,561
Lifetime expected credit loss	—	31	69	1	109	1,863	2,073

	June 30, 2019 (US$'000)						
	Not overdue	Due: 0 to 30 days	Due: 31 - 60 days	Due: 61 to 90 days	Due: 91 - 180 days	Due: over 180 days	Total
Expected credit loss rate	—	4%	3%	22%	51%	98%	—
Gross carrying amount	59,994	2,316	1,187	110	387	1,892	65,886
Lifetime expected credit loss	—	96	39	24	196	1,854	2,209

8. CASH AND CASH EQUIVALENTS

	March 31, 2020	June 30, 2019
	(US$'000)	
Balances with banks in:		
− current accounts	14,169	7,079
− deposit accounts (with a maturity of 3 months or less at inception)	1,288	1,783
	15,457	8,862
Cash in hand	14	11
	15,471	**8,873**

9. BORROWINGS

	Note	March 31, 2020	June 30, 2019
		(US$'000)	
Long-term other borrowings	*9.1*	11,256	12,993
Line of credit	*9.2*	26,066	36,026
		37,322	**49,019**
Less: Current portion of;			
− long-term other borrowings	*9.1*	(6,391)	(5,809)
− line of credit	*9.2*	(26,066)	(36,026)
Less: Current portion of borrowings		**(32,457)**	**(41,835)**
Non-current portion of borrowings		**4,865**	**7,184**

Details about the Group borrowings are set out in Note 13 of the Consolidated financial statements for June 30, 2019, changes within the interim period are as follows;

9.1. Long-term other borrowings

	Note	March 31, 2020	June 30, 2019
		(US$'000)	
Financial Institutions			
IBM Credit LLC	*9.1.1*	1,220	1,924
Hewlett-Packard Financial Services Co.	*9.1.1*	1,046	—
PNC Bank, N.A.	*9.1.1*	—	188
IPFS Corporation	*9.1.2*	—	614
Heritage Bank of Commerce	*9.1.3*	2,000	1,000
PNC Term loan	*9.1.4*	4,445	7,111
First Global Bank Limited Demand Loan	*9.1.5*	2,545	2,156
		11,256	**12,993**
Less: Current portion of long-term other borrowings		**(6,391)**	**(5,809)**
Non-current portion of long term other borrowings		**4,865**	**7,184**

9.1.1. The Group has financed the purchase of various property and equipment and software during the period March 31, 2020 and the fiscal year ended June 30, 2019 with IBM, PNC, and HPFS. As of March 31, 2020 and June 30, 2019, the Group has financed $5.7 million and $3.6 million, respectively, of assets at interest rates ranging from 6% to 9% per annum. The Company made the total payments of $1.1 million and $1.6 million for the nine months ended March 31, 2020 and for the year ended June 30, 2019.

9.1.2. The Group has financed the insurance policies related to property and worker compensation with the IPFS Corporation with an interest rate of 5.7%. The Company made the total payments of $0.6 million and $0.5 million for the nine months ended March 31, 2020 and for the year ended June 30, 2019.

9.1.3 In March 2019, HBC Loan Agreement was amended to add a term loan of up to $2.0 million that bears interest at the Prime Rate plus a margin of 2.5%. The term loan is required to be repaid in 36 equal monthly installments (commencing April 2020) and will mature on March 1, 2023. On the term loan maturity date, all amounts owing shall be immediately due and payable. The term loan balance as of March 31, 2020 is $2.0 million (June 30, 2019: $1.0 million).

9.1.4 The Company made the total payments of $2.7 million and $3.6 million for the nine months ended March 31, 2020 and for the year ended June 30, 2019.

9.1.5. In October 2019, IBEX Jamaica entered into a $0.8 million non- revolving demand loan with First Global Bank Limited. The loan bears a fixed interest rate of 7%. The loan is to be paid in 36 equal monthly instalments. The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Jamaica. The debenture under which IBEX Jamaica granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets plus the assignment of peril insurance for the replacement value over the charged assets.

In March 2020, our subsidiary, IBEX Global Jamaica Limited, entered into a $0.6 million non-revolving demand loan and a $2 million non-revolving demand loan with First Global Bank Limited. Each loan bears interest at a fixed rate of 7.0% per annum for the term of the loan. Each loan is to be paid in 36 equal monthly instalments, commencing 30 days after the first disbursement of loan funds. The loan is

guaranteed by IBEX Global Limited and secured by substantially all of the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. The Company did not avail any loan against this facility as of March 31, 2020.

The Company made the total payments of $0.4 million and $0.5 million for the nine months ended March 31, 2020 and for the year ended June 30, 2019.

9.2. Line of credit

	March 31, 2020	June 30, 2019
	(US$'000)	
Financial Institutions		
PNC Bank, N.A	24,317	33,521
Seacoast Business Funding	324	80
Heritage Bank of Commerce	1,425	2,425
	26,066	**36,026**

9.3. Changes in liabilities arising from financing activities:

	March 31, 2020	March 31, 2019
	(US$'000)	
Balance of debt, July 1,	118,253	62,958
Changes from operating cash flows	(1,807)	458
Changes from financing cash flows	(22,701)	12,761
New assets	23,219	66,620
Foreign exchange movement	(102)	(1,235)
Balance of debt, March 31,	**116,862**	**141,562**

10. OTHER NON-CURRENT LIABILITIES

	Note	March 31, 2020	June 30, 2019
		(US$'000)	
Defined benefit scheme		527	356
Warrant liability	*20*	1,660	751
Phantom stock plan		245	441
Other		29	59
		2,461	**1,607**

For the warrant liability and required revaluation please refer to Note 20.

11. TRADE AND OTHER PAYABLES

	Note	March 31, 2020	June 30, 2019
		(US$'000)	
Trade creditors		8,549	9,927

	Note	March 31, 2020	June 30, 2019
		(US$'000)	
Income tax payables		2,056	1,467
Accrued expenses		9,959	8,105
Accrued compensation		23,960	24,061
Provision	*11.1*	—	4,426
Others		809	371
		45,333	**48,357**

11.1. Represents the provision of legal costs associated with the cost of defense during the nine month periods and full year ended March 31, 2020 and June 30, 2019. Please refer to Note 13.1.1.

12. RELATED PARTY TRANSACTIONS

During the period, ended March 31, 2020 and year ended June 30, 2019, the Group entered into various transactions with affiliated companies by virtue of common control and are as follows;

		March 31, 2020			
	Relationship with related party	Service delivery revenue	Service delivery expense	Due from related parties	Due to related parties
		(US$'000)			
BPO Solutions, Inc.	Related entity	—	—	—	3,608
Alert Communications, Inc.	Related entity	124	—	494	—
TRG Marketing Services, Inc.	Related entity	—	—	19	—
Afiniti International Holdings Limited	Related entity	40	39	—	315
TRG Holdings, LLC	Related entity	—	—	—	1,985
The Resource Group International Limited	Parent	—	—	163	—
Third Party Lessor	Related entity	251	401	140	7
3rd Party Client and Internet Services Provider	Related entity	539	53	541	153
IBEX Holdings Executive Leadership	Officers	—	—	307	—
TRG (Private) Limited	Related entity	—	—	—	38
Etelequote	Related entity	—	—	320	—
		954	493	1,984	6,106

		June 30, 2019			
	Relationship with related party	Service delivery revenue	Service delivery expense	Due from related parties	Due to related parties
		(US$'000)			

BPO Solutions, Inc.	Related entity	—	—	—	3,611
Alert Communications, Inc.	Related entity	150	—	370	—
TRG Marketing Services, Inc.	Related entity	—	—	19	—
Afiniti International Holdings Limited	Related entity	54	70	—	503
TRG Holdings, LLC	Related entity	—	—	—	1,913
The Resource Group International Limited	Parent	—	—	162	—

		June 30, 2019			
	Relationship with related party	Service delivery revenue	Service delivery expense	Due from related parties	Due to related parties
		(US$'000)			
Third Party Lessor	Related entity	342	77	201	—
3rd Party Client and Internet Services Provider	Related entity	883	73	451	93
IBEX Holdings Executive Leadership	Officers	—	—	307	—
TRG (Private) Limited	Related entity	—	—	—	49
Etelequote	Related entity	—	—	258	—
		1,429	220	1,768	6,169

	March 31, 2019		
	Relationship with related party	Service delivery revenue	Service delivery expense
		(US$'000)	
BPO Solutions, Inc.	Related entity	—	—
Alert Communications, Inc.	Related entity	113	—
TRG Marketing Services, Inc.	Related entity	—	—
Afiniti International Holdings Limited	Related entity	42	54
TRG Holdings, LLC	Related entity	—	—
The Resource Group International Limited	Parent	—	—
Third Party Lessor	Related entity	288	399
3rd Party Client and Internet Services Provider	Related entity	694	48
IBEX Holdings Executive Leadership	Officers	—	—
TRG (Private) Limited	Related entity	—	—
		1,137	501

12.1 Receivable from executive leadership represents the purchase of the shares through RSA (See Note 19.2).

12.2 The balance due to TRG Holdings, LLC includes loan principal and interest at March 31, 2020 is $1.5 million ($1.3 million at June 30, 2019) with an interest rate of 15% per annum and shall mature on August 7, 2020. The Loan shall be payable on demand upon the earlier of TRG Holdings, LLC's demand or an initial public offering of the Company.

13. CONTINGENCIES AND COMMITMENTS

13.1. Contingencies

The Group is subject to claims and lawsuits filed in the ordinary course of business. Although management does not believe that any such proceedings other than those noted below will have material adverse effect going forward, no assurances to that effect can be given based on the uncertainty of litigation and demands of third parties. The Group only records a liability for pending litigation and claims where losses are both probable and can be reasonably estimated.

13.1.1. The significant claims or legal proceedings against subsidiaries of the Group are as follows:

- A case was filed in November 2014 in the US District Court of Tennessee as a collective action under the US Fair Labor Standards Act (FLSA) and Tennessee law, alleging that plaintiffs were forced to work without being paid for the “off the clock” time. In December 2014, a similar FLSA collection action case was filed against IBEX Global Solutions in the US District Court for the District of Columbia. In February 2015, the two cases were consolidated in Tennessee (the “Consolidated Action”) and plaintiffs agreed to submit all claims to binding arbitration before the American Arbitration Association. Presently, there are approximately 3,500 individuals who have opted into the FLSA class action claims, and there are pending wage and hour class action claims under various state laws (“Rule 23 Claims”) involving approximately 21,000 potential class action claimants. In April 2019, the parties engaged in a Mediation. On June 14, 2019, the parties entered into a Settlement Agreement, which was approved by the arbitrator on June 19, 2019. Pursuant to the Settlement Agreement, all claimants under both the FLSA and the Rule 23 Claims were required to fill out and send a claim form to the Third-Party Administrator within the claim period ending on October 15, 2019 in order to receive funds under the settlement. Subsequent to June 30, 2019, Ibex funded $3.4 million toward the settlement fund provided under the Settlement Agreement. This amount covered 100% of the possible claims under the FLSA, as well as plaintiffs’ attorney fees, administration costs and service awards. These amounts exclude any amounts for the Rule 23 Claims. Any funds not claimed pursuant to the FLSA portion of the settlement will revert to Ibex. Pursuant to the Settlement Agreement, there is $2.2 million allocated to the settlement of claims for the Rule 23 class members. The exact amount of recovery with respect to the Rule 23 Claims depends upon the claim forms properly and timely returned to the Third-Party Administrator. The claim period closed on October 15, 2019 and as of that date, claim forms properly and timely returned for the Rule 23 Class Members accounted for $1.2 million of the $2.2 million allocated funds for the Rule 23 class. On November 7, 2019, the parties appeared before the Arbitrator and the Arbitrator approved the Final Order. On November 20, 2019, payment was made by the Company to the Qualified Settlement Fund in the amount of $1.2 million for payment in full of all Rule 23 Claims and any Company tax obligations for payments to such individuals, and the matter is effectively closed.
- On July 26, 2018, Digital Globe Services, Inc. received an indemnification notice related to AllConnect, Inc. v. Kandela LLC Case No. 2:18-cv-05959SJO (SSx) pending in the U.S. District Court for the Central District of California, Wester Division, relating to patent infringement for certain call center search for services capabilities provided by Digital Globe Services, Inc. under the Dealer Network Agreement entered into in 2014 between Kandela LLC and Digital Globe Services, Inc. via its “BundleDealer.com” portal. On June 03, 2020, AllConnect, Inc. and Kandela LLC entered into a settlement agreement, and Digital Globe Services, Inc. agreed to pay $0.03 million of Kandela LLC’s legal fees and expenses incurred in connection with Kandela LLC’s defense of the matter.

In addition, the Company is subject to other routine legal proceedings, claims, and litigation in the ordinary course of its business. Defending lawsuits requires significant management attention and financial resources and the outcome of any litigation, including the matters described above, is inherently uncertain. The Company does not, however, currently expect that the costs to resolve these routine matters will have a material adverse effect on its consolidated financial position, results of operations, or cash flows.

13.2. Commitments

13.2.1. IBEX Global Solutions Limited has an annual telecommunication service commitment with two of its carriers. The carrier agreement was signed in May 2017 for a three-year term with the minimum annual commitment for $0.6 million and it is expected to be renewed on July 1, 2020. The agreement has a

provision for an early termination at its one-year anniversary with a sixty day written notice. A second carrier agreement was signed in August 2017 for a three-year term with minimum annual commitment for $1.1 million.

13.2.2. IBEX Global Solutions Limited is also subject to early termination provisions in certain telecommunications contracts, which if enforced by the telecommunications providers, would subject IBEX Global Solutions to the obligation to pay early termination fees. To date, these early termination provisions have not been triggered by IBEX Global Solutions and in most cases would be equal to the unfulfilled terms of the contract.

13.2.3. On November 27, 2017, PNC Bank, NA issued an irrevocable standby letter of credit for the amount of $0.4 million in favour of the Group's subsidiary TRG Customer Solutions, Inc. to the benefit of Digicel (Jamaica) Limited to guarantee the payment of base rent for the property rented by the Group's subsidiary IBEX Global Jamaica Limited. With effect from March 1, 2018, the amount of the irrevocable standby letter of credit was increased to $0.5 million. The letter of credit was renewed on December 13, 2019 for one year.

14. EARNINGS / (LOSS) PER SHARE

Basic earnings / (loss) per share is calculated by dividing the profit/(loss) attributable to equity holders of the Holding Company by the weighted average number of ordinary shares in issue during the period. Diluted profit/(loss) per share is calculated by dividing the profit/(loss) attributable to equity holders of the Holding Company by the weighted average number of ordinary shares in issue and the potential ordinary shares.

At March 31, 2020 there were 1,137,768 vested out of the 1,851,740 awards that have been issued. Similarly, at March 31, 2020 there were 859,556 vested out of the 2,373,374 awards that have been issued. The unvested shares of 713,972 and 1,513,818 at March 31, 2020 and March 31, 2019 respectively have a small dilutive impact to the Earnings / (Loss) Per Share. Additionally, 144,374 warrant shares have vested and are a component of the basic per share calculation. The remaining unvested warrant shares have an anti – dilutive impact.

	March 31, 2020	March 31, 2019
	(US$'000)	
Total - Income attributable to shareholders of the Holding Company	11,575	11,213
Continuing operations - Income attributable to shareholders of the Holding Company	11,575	128
Total – Income attributable to ordinary shareholders of the company	—	—
Continuing operations – Income attributable to ordinary shareholders of the company	—	—

	March 31, 2020	March 31, 2019
	(US$'000)	
	(Shares)	
Weighted average number of ordinary shares - basic	1,137,768	859,556
	(US$)	
Total - Basic earnings per share	—	—
Continuing operations - Basic earnings per share	—	—
	(Shares)	
Weighted average number of ordinary shares - diluted	12,678,194	12,338,691
	(US$)	
Total - Diluted earnings per share	—	—
Continuing operations - Diluted earnings per share	—	—

The Series A, B and C preferred convertible shares, do not meet the definition of ordinary shares under IAS 33 because of their preferred participation rights, under which Series B and C are entitled to receive total dividends of $139.7 million subsequent to Series A receiving the first $9.5 million in dividends before dividends may be paid on the Class A and B Common Shares. No dividends have been paid on these shares to date. Accordingly the company's Class A and Class B common shares are deemed to be the only ordinary shares for purposes of calculating earnings per share.

As the income for the nine months ended March 31, 2020 and March 31, 2019, did not exceed the value of the preferred participation rights attaching to the Series A, B and C preferred convertible shares, the income/loss attributable to the ordinary shareholders of the Company has been assessed as $0.

For the nine months ended March 31, 2020 and March 31, 2019, a voluntary conversion of the Series A, B and C preferred convertible shares would be antidilutive, because all shares of the Company would become ordinary shares and the income for the period would be attributable to all such shares.

15. SEGMENT INFORMATION

The Group had been operating with two operating segments through financial year 2019, namely, customer management and customer acquisition.

As of the end of financial year 2019, the Group spun off our health insurance acquisition business, which was a significant portion of our customer acquisition reporting segment. In addition, the Group fully integrated the operations corresponding to our customer management reporting segment and the remaining operations within our customer acquisition reporting segment. As a result, from the beginning of fiscal year 2020, the Group will report our financial statements on a single segment basis as Business Process Outsource (BPO).

From July 2019, the Chief Executive Officer (CEO), also the Chief Operating Decision Maker, reviews and analyses monthly / quarterly Group as one operating segment 'Business Process Outsource (BPO) because of both has similar nature of business and integration of business.

The Board of Directors (BOD) assesses the Group's internal performance on the following bases:

- Revenue from external customers for operating segment; and
- Adjusted EBITDA (from continuing operations)

Adjusted EBITDA is a non-GAAP financial measure that represents the Group's net profit/(loss) before finance cost, income tax expense, non-cash items of depreciation and amortization, and share-based payments. Adjustment is also made, if necessary, to eliminate the effect of non-recurring charges. Whereas EBITDA represents the Group's net profit/(loss) before finance cost, income tax expense and non-cash items of depreciation and amortization. The Group's management believes that Adjusted EBITDA is a meaningful indicator of the health of the Group's business as it reflects the ability to generate cash that can be used to fund recurring capital expenditures as well as growth and it also disregards non-cash or non-recurring charges that management believes are not reflective of the Group's long- term performance.

The change in segment reporting has no impact on the net profit or loss of the Group.

15.1. Information about segments

The segment information provided to the Chief Operating Decision Maker for the operating segments for the periods ended March 31, 2020 and 2019 are as follows:

	March 31, 2020	March 31, 2019
	Business Process Outsourcing	
	(US$'000)	
Segment revenue	312,371	284,867
Less: intra-group revenue	(8,116)	(4,402)
Revenue from external customers	**304,255**	**280,465**
Adjusted EBITDA from continuing operations	**40,622**	**28,909**

15.2. Adjusted EBITDA for operating segments for the period

	March 31, 2020	March 31, 2019
	(US$'000)	
Net income for the period - continuing operations	11,575	128
Finance expense	7,190	5,458
Income tax expense	1,482	3,496
Depreciation and amortization	18,460	15,692
EBITDA from continuing operations	**38,707**	**24,774**

	March 31, 2020	March 31, 2019
	(US$'000)	
Non-recurring expenses[a]	1,397	—
Other income[b]	(518)	(464)
Fair value adjustment[c]	632	(365)
Share-based payments [d]	(119)	4,039
Foreign exchange losses	523	925
Adjusted EBITDA from continuing operations	**40,622**	**28,909**

(a) For the nine months ended March 31, 2020, the Group incurred non-recurring expenses of $1.4 million related to COVID-19 net expenses (expenses net of customer reimbursements) of $0.7 million, legal settlement of $0.1 million and listing expenses of $0.6 million. COVID 19 expenses primary includes the additional hoteling and the transportation expenses incurred by the Group due to the Pandemic.

(b) For the nine months ended March 31, 2020, other income represented deferred income of $0.5 million and for the nine months ended March 31, 2019, other income represented the proceeds from the sale of DGS EDU LLC of $0.2 million and deferred income of $0.3 million.

(c) For the nine months ended March 31, 2020 and March 31, 2019, the Group recorded a revaluation associated with the Amazon warrants (see Note 20 for details).

(d) For the nine months ended March 31, 2020, the amount represents the share-based payment expenses and for the nine months, ended March 31, 2019 the amount includes the cancellation of the 2017 IBEX Stock Plan and the Phantom stock plans ($3.3 million) partially offset by the elimination of the liability associated with the Phantom plans ($1.0 million).

15.3. Revenue from contracts with customers

	March 31, 2020	March 31, 2019
	(US$'000)	
Revenue from continuing operations		
United States of America	298,201	274,780
Others	14,170	10,087
Total	312,371	284,867
Inter-segment revenue		
United States of America	(3,533)	(2,396)
Others	(4,583)	(2,006)
Revenue from external customers	**304,255**	**280,465**
Revenue from discontinued operations:		
United States of America	—	47,419

The Group's revenue disaggregated by pattern of revenue recognition is as follows:

	March 31, 2020	March 31, 2019
	(US$'000)	
Pattern of Revenue recognition		
− Services transferred at a point in time	35,974	41,195
− Services transferred over time	268,281	239,270
	304,255	**280,465**

The movement in the deferred revenue is as follows:

	March 31, 2020	June 30, 2020
	(US$'000)	
Opening balance	5,141	6,365
Revenue recognized during the period	(5,090)	(3,763)
Revenue deferred during the period	5,122	2,539
Closing balance	**5,173**	**5,141**
Less: Current portion of deferred revenue	**(4,729)**	**(4,388)**
Non-current portion of deferred revenue	**444**	**753**

16. OTHER OPERATING COSTS

	March 31, 2020	March 31, 2019
	(US$'000)	
Rent and utilities	5,379	4,812
Communication	5,609	5,726
Maintenance, repairs and improvements	13,721	8,158
Traveling and entertainment	7,467	8,343
Insurance	1,045	1,370
Legal and professional expenses	4,827	3,871
Allowance for expected credit losses	101	159
Others	6,668	4,681
Other Operating Costs - from continued operations	**44,817**	**37,120**
Other Operating costs from discontinued operations	—	2,461

IBEX Limited
Notes to the Unaudited Condensed Consolidated Interim Financial Statements
For the nine month periods ended March 31, 2020 and March 31, 2019

17. TAX

The Group calculates the interim income tax expense using the tax rate that would be applicable to the expected annual earnings. The major components of income tax expense are:

	March 31, 2020	March 31, 2019
	(US$'000)	
Current	1,056	1,139
Deferred	426	7,162
	1,482	**8,301**

Income tax expense is attributable to:

	March 31, 2020	March 31, 2019
	(US$'000)	
Income tax expense / (benefit) from continued operations	1,482	3,496
Income tax expense / (benefit) from discontinued operations	—	4,805
	1,482	**8,301**

The Group's U.S. tax provision includes the following U.S. entities: TRG Customer Solutions, Inc. (d/b/a IBEX Global Solutions), Digital Globe Services, Inc., iSky Inc. and e-Telequote Insurance, Inc. which file separate income tax returns in the US. Additionally, included in the group tax provision are various foreign subsidiaries in UK, EU, Canada, Jamaica, Nicaragua, Pakistan, Senegal, and Philippines. These entities file income tax returns in their respective jurisdictions. No income tax provision has been calculated for holding companies (the Holding Company, IBEX Global Limited, DGS Limited and Etelequote Limited), as they are Bermuda based and there is no corporate income tax in Bermuda.

Income tax, on a recurring basis, is charged at 16% for the nine months ended March 31, 2020 (March 31, 2019: 21%) representing the best estimate of the average effective tax rate expected to apply for the full year.

Deferred tax expense for the nine months ended March 31, 2020 includes a non-recurring benefit of $0.61 million related to change in revenue and related costs recognition under IFRS15 - Revenue from contracts with customers. Furthermore, deferred tax expense for the nine months ended March 31, 2019 includes a non-recurring expense of $2.93 million on cancellation of legacy ESOP plan.

During the year ended 30 June, 2019, the Group's subsidiary in Luxembourg was challenged by the tax authorities on a certain tax exemption. Luxembourg tax authorities issued an assessment for tax year 2014, denying the exemption. The Group filed a petition to the relevant tax office to challenge this position.

In response to formal petition, the Group received a revised tax assessment from Luxembourg tax authorities on June 17, 2020. Luxembourg tax authorities have accepted the Group's tax position and allowed the tax exemption. Hence, this tax dispute has been resolved.

18. DIVIDEND DISTRIBUTION

One of the subsidiaries of IBEX Limited has declared and paid $ 0.1 million during the nine month periods ended March 31, 2020. No dividends were declared or paid during the nine-month periods ended March 31, 2019.

19. SHARE OPTION PLANS

The balances in the unaudited condensed consolidated interim statements of profit or loss and other comprehensive income consist of the following:

	Note	March 31, 2020	March 31, 2019
		(US$'000)	(US$'000)
2017 Stock Plan		—	4,288
2017 Phantom Plans	*19.1*	(196)	(525)
2018 Restricted Stock Awards (RSA)	*19.2*	77	276
		(119)	4,039

19.1. As of March 31, 2020, the unrecognized compensation expense associated with the phantom stock plan was $0.0 million and it will be recognized over the period of 22 months from the end of March 31, 2020.

19.2. 2018 Restricted Share Award Program

On December 21, 2018, our board of directors and shareholders approved and adopted the Holding Company's 2018 Restricted Share Plan (the "2018 RSA Plan"). The following description of the 2018 RSA Plan is as follows.

Purpose

We believe that the 2018 RSA Plan will enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2018 RSA Plan provides for grants of Restricted Share awards entitling recipients to acquire Class B Common Shares ("Restricted Shares"), subject to the right of the Holding Company to repurchase all or part of such Restricted Shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by our board of directors in the applicable Restricted Share award are not satisfied prior to the end of the applicable restriction period or periods established by our board of directors for such Restricted Share award..

Eligibility

Selected employees, consultants or directors of our company or our affiliates will be eligible to receive non-statutory Restricted Share awards under the 2018 RSA Plan, but only employees of our company will be eligible to receive incentive stock awards.

Administration

The 2018 RSA Plan is administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2018 RSA Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator has the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2018 RSA Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2018 RSA Plan and any agreements related to awards granted under the 2018 RSA Plan. Our board of directors may also delegate authority to one of more of our officers to make awards under the 2018 RSA Plan.

Available Shares

Subject to adjustment, Restricted Share awards may be granted under the Plan for up to 2,559,323.13 Class B common shares, $0.000111650536 par value per Class B common share, of the Group (the “Class B Common Shares”). Restricted Shares issued under the 2018 RSA Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions.

If any Restricted Share award expires or is forfeited in whole or in part (including as the result of Class B Common Shares subject to such Restricted Share award being repurchased by the Company pursuant to a contractual repurchase right or being forfeited back to the Company), the unused Class B Common Shares covered by such Restricted Share award shall again be available for the grant of Restricted Shares. Additionally, any Class B Common Shares delivered to the Company by a participant to either used to purchase additional Restricted Shares or to satisfy the applicable tax withholding obligations with respect to Restricted Shares (including shares retained from the Restricted Share award creating the tax obligation) shall be added back to the number of shares available for the future grant of Restricted Shares.

Restricted Share Awards

The board of directors may grant Restricted Share awards entitling recipients to acquire Class B Common Shares (“Restricted Shares”), subject to the right of the Company to repurchase all or part of such Restricted Shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the board of directors in the applicable Restricted Share award are not satisfied prior to the end of the applicable restriction period or periods established by the board of directors for such Restricted Share award.

The board of directors shall determine the terms and conditions of a Restricted Share award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

Shareholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of Restricted Shares, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination

Our board of directors may, at any time, amend or terminate the 2018 RSA Plan but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards granted under the 2018 RSA Plan may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2018 RSA Plan in December 2018 granted 2,373,374 shares, of which 721,596 shares vested on December 31, 2018. The remaining awards will vest between 13 months to 4 years, depending on the individual.

Fair value of common shares

The fair market value per share at the time of issuance was $0.61 which was derived from using the Monte Carlo simulation.

Expected term

The expected term of options granted is 3.84 years. The Group assumes all options will be exercised at the contractual term of the option.

Volatility

Management used an average volatility of comparable companies of 26.0%.

Expected dividends

The Holding Company does not expect to pay any dividends in the future.

Risk-free rate

The risk free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The risk free rate used for computation of fair value of options as of June 30, 2019 was 2.87%.

As of March 31, 2020, the unrecognized compensation expense associated with the Restricted Share awards was $0.1 million, and it will be recognized over the period of 27 months from the end of March 31, 2020.

The Company has bifurcated the 2018 RSA Plan into three categories based on the vesting conditions and vesting period of the Restricted Share awards:

- 2018 RSA Plan – Non-Executive Management
- 2018 RSA Plan Non-Performance – Executive Leadership Team
- 2018 RSA Plan Performance – Executive Leadership Team

2018 RSA Plan – Non-Executive Management

A summary of the Restricted Share awards outstanding and exercisable as of March 31, 2020 and March 31, 2019 are as follows:

	March 31, 2020		March 31, 2019	
	Weighted average exercise price	RSA (Number)	Weighted average exercise price	RSA (Number)
	(US$)		(US$)	
RSAs outstanding as of beginning of the period	0.61	928,124	—	—
RSAs granted during the period	—	—	0.61	928,124
RSAs exercised during the period	—	—	—	—
RSAs forfeited / cancelled / expired/ repurchased during the period	(0.61)	(279,047)	—	—
RSAs outstanding as of end of the period	—	649,077	—	928,124
RSAs exercisable as of end of the period		452,426		406,259

The 928,124 Restricted Share awards were granted under the 2018 RSA Plan in December 31, 2018 that vest over time, with an initial portion vesting at December 31, 2018 and the remainder vesting equally on a monthly basis for a period of 13 months to four years.

As of March 31, 2020 and March 31, 2019, 452,426, or 69.7% and 406,259, or 43.8% respectively, of the outstanding Restricted Share awards have vested. The Company recognized the amount of stock compensation expense for Restricted Share awards initially vesting on the first vesting date. The total expense recognized during nine months ended March 31, 2020 and March 31, 2019 was $0.1 million and $0.3 million, respectively.

2018 RSA Plan Non-Performance – Executive Leadership Team

Members of executive management are primarily based in the United States. All U.S.-based members of executive management have filed an 83(b) election, which provides that such equity be taxed by the Internal Revenue Service (the “IRS”) at the time of grant, rather than at the time of vesting and shall result in such Restricted Share awards being taxed as capital gains rather than ordinary income. All U.S. members of executive leadership team have purchased the Restricted Shares through a promissory note, which is subject to 3% interest (the “Notes”). The Notes are considered to be a related party loan (see

Related Party Transactions, Note 12). The Notes are a 50% / 50% split between recourse and non–recourse, with the non-recourse portion being secured by those Restricted Shares issued to the borrower. The Group did not record the expense of the non–recourse component.

A summary of the Restricted Share awards outstanding and exercisable as of March 31, 2020 and March 31, 2019 are as follows:

	March 31, 2020		March 31, 2019	
	Weighted average exercise price	RSA (Number)	Weighted average exercise price	RSA (Number)
	(US$)		(US$)	
RSAs outstanding as of beginning of the period	0.61	970,693	—	—
RSAs granted during the period	—	—	0.61	970,693
RSAs exercised during the period	—	—	—	—
RSAs forfeited / cancelled / expired/ repurchased during the period	(0.61)	(51,974)	—	—
RSAs outstanding as of end of the period	—	918,719	—	970,693
RSAs exercisable as of end of the period		653,270		371,082

The 970,893 Restricted Share awards were granted under the 2018 RSA Plan in December 31, 2018 that vest over time, with an initial portion vesting at December 31, 2018 and the remainder vesting equally on a monthly basis for a period of 24 months to four years.

As of March 31, 2020 and March 31, 2019, 653,270, or 71.1% and 371,082, or 38.2%, respectively, of the outstanding Restricted Share awards have vested.

2018 RSA Plan Performance – Executive Leadership Team

Performance-based Restricted Share awards vest based on certain performance criteria, which are:

- *the consummation of a successful initial public offering on or before December 31, 2019:* The restricted shares allotted to this criteria are 170,680.
- *an initial public offering of the Group's class A common shares, and thereafter, the average price per share traded in such public market equals or exceeds $17.42 per share at any point in time:* The restricted shares allotted to this criteria are 103,264.
- *meeting specific revenue and EBITDA targets during the period from January 1, 2019 to December 31, 2019:* The restricted shares allotted to this criteria are 10,000.

	March 31, 2020		March 31, 2019	
	Weighted average exercise price	RSA (Number)	Weighted average exercise price	RSA (Number)
	(US$)		(US$)	
RSAs outstanding as of beginning of the period	0.61	474,557	—	—
RSAs granted during the period	—	—	0.61	474,557
RSAs exercised during the period	—	—	—	—
RSAs forfeited / cancelled / expired/ repurchased during the period	(0.61)	(190,613)	—	—
RSAs outstanding as of end of the period	—	283,944	—	474,557
RSAs exercisable as of end of the period		32,072		—

On December 23, 2019, the Company entered into amendments to the restricted share awards with certain members of management and directors (the '2019 RSA Amendments') covering an aggregate of 103,264 restricted common shares. The terms of the original restricted share awards provided for vesting upon an initial public offering on a public exchange in the United States by December 31, 2019. The 2019 RSA Amendments provide for an extension of the date by which such initial public offering must occur to June 30, 2020. If the incremental fair value per share were to be recognized, it would be recorded over the vesting period that is dependent on the occurrence of a Trigger Event by June 30, 2020. Because there is a greater than 50% probability that neither an IPO nor a Change of Control that qualifies as a Trigger Event will occur by June 30, 2020, the Company has not recorded any additional share-compensation expense as a result of the December Modification.

On January 28, 2020, the board of directors of the Company deemed certain performance triggers to be achieved with respect to restricted share awards with certain members of management and directors (the '2020 RSA Amendments') covering an aggregate of 67,176 restricted common shares. The terms of the valuation trigger associated with such RSAs were not modified. Although certain of the common shares subject to the RSAs were revalued as a result of the 2020 RSA Amendments, such revaluation did not result in the recognition of any additional share-based compensation expense.

Please refer to Note 22 for the Restricted Share awards repurchased from Etelequote Limited employees during the nine months ended March 31, 2020.

20. WARRANT

On November 13, 2017, as amended on April 30, 2018, December 28, 2018 and December 27, 2019, the Group issued to Amazon.com NV Investment Holdings LLC, a subsidiary of Amazon.com, Inc. ("Amazon"), a 10-year warrant to acquire approximately 1,429,303 of our Series B Preference Shares and approximately 14,437.4049 of our Series C Preference Shares, totaling 1,443,740 shares, representing 10.0% of our equity on a fully diluted and as-converted basis as of the date of issuance of the warrant. The warrant is exercisable, either for cash or on a net issuance basis, at a price per share equal to the initial public offering per share in this offering.

The Series B and C Preference shares subject to the warrant vest on an incremental basis upon the satisfaction of specified milestones that are tied to payments made by Amazon or its affiliates in connection

with the purchase of services from us during a seven and a half year period ending on June 30, 2024, and the warrant will become fully vested when a cumulative total of $600 million is paid by Amazon or its affiliates to us during this period. The vesting is partially accelerated in the event of a reorganization transaction (as defined in the warrant).The warrant is exercisable, either for cash or on a net issuance basis, at a price per share equal to:

- If, prior to June 30, 2018, no qualified IPO or qualified valuation event (each as defined in the warrant) occurs, the price was $15.00,
- If neither a qualified IPO nor a qualified valuation event has occurred on or prior to June 30, 2018, but a qualified IPO or an M&A event occurs after June 30, 2018 but on or prior to December 31, 2019, the exercise price was the lower of (i) $15.00 and (ii) as applicable: (x) the price established in respect of such IPO; or (y) 85% of the price per warrant share implied by the M&A event.

On December 27, 2019, the Warrant agreement was amended to change the exercise price to $11.20.

The common shares subject to the warrant vest on an incremental basis upon the satisfaction of specified milestones that are tied to payments made by Amazon or its affiliates in connection with the purchase of services from us during a seven and a half year period ending on June 30, 2024, and the warrant will become fully vested when a cumulative total of $600 million is paid by Amazon or its affiliates to us during this period. The vesting is partially accelerated in the event of a reorganization transaction (as defined in the warrant).

On March 16, 2018, the Company effected a reverse stock split which had an impact on employee stock option plans as well as the warrants associated with the Amazon warrant. As a result of the stock split, the number of common shares subject to the warrant was reduced based on the original agreement from 1,611,944 to 1,443,740 as per the amended agreement.

The exercise price and the number of shares issuable upon exercise of the warrant are subject to customary anti-dilution adjustments.

Amazon is entitled to customary shelf and piggy-back registration rights with respect to the shares issued upon exercise of the warrant. Amazon may not transfer the warrant except to a wholly-owned subsidiary of Amazon.

The Group opted to use the Monte Carlo simulation for calculating the value of the warrants at March 2020 and June 2019. The use of the Monte Carlo Simulation is appropriate for stock warrants where the complexity of the option may lend itself to outcomes based upon multiple different scenarios.

The Company estimated the fair value of warrants on the date of the grant (December 2017) at $6.935 using the Black Scholes valuation model. The model also requires the use of certain other estimates and assumptions that affect the reported amount of share-based payments cost recognized in the profit or loss:

Expected term

The expected term of options granted is ten years starting November 13, 2017, and ending November 12, 2027.

Volatility

Management used average volatility of comparable listed companies as 70.1%.

Expected dividends

The expected average dividend yield is 0% for the six months ended March 31, 2020. The Holding Company does not expect to pay any dividends in the foreseeable future.

Risk-free rate

The risk-free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The average risk-free rate used for options granted during the nine months ended March 31, 2020, was 1.20%.

There were no warrants cancelled or expired as of March 31, 2020 and June 30, 2019. At March 31, 2020, 288,748 warrants were vested based on the agreed upon revenue criteria. The Company recorded an additional warrant asset and liability of $0.3 million in the nine month periods March 31, 2020.

Based on the number of warrants expected to vest, the total fair value of the warrant liability included in other non-current liabilities at date of issue is $4.0 million.

In June 2019, the Company revalued the warrant liability to account for the change in the fair market value of the organization. The updated fair value of warrants on June 30, 2019 of $1.04 is based on the Monte Carlo simulation. Based on the number of warrants expected to vest, the total fair value of the warrant liability included in other non-current liabilities at June 30, 2019 is approximately $0.8 million.

In March 2020, the Company revalued the warrant liability to account for the change in the fair market value of the organization. The updated fair value of warrants on March 31, 2020 of $1.92 is based on the Monte Carlo simulation. Based on the number of warrants expected to vest, the total fair value of the warrant liability included in other non-current liabilities at March 31, 2020 is approximately $1.6 million (see Note 10).

Warrant asset

Upon inception of this partnership with Amazon, the Company recorded both the warrant asset and liability. The Warrant Asset was initially recorded as $4.3 million. The asset will amortize on a pro rata basis, based on the revenues actually recognized. The Company recorded a reduction to revenue of approximately $0.6 million and $0.5 million in the nine months ended March 31, 2020 and March 31, 2019 respectively. The current balance of the warrant asset at March 31, 2020 is $3.0 million ($3.3 million at June 30, 2019).

Fair value hierarchy

The financial instruments carried at fair value have been categorized under the three levels of the IFRS fair value hierarchy as follows:

- Level 1 – Instruments valued using quoted prices in active markets are instruments where the fair value can be determined directly from prices which are quoted in active, liquid markets and where the instrument observed in the market is representative

- Level 2 – Instruments valued with valuation techniques using observable market data are instruments where the fair value can be determined by reference to similar instruments trading in active markets, or where a technique is used to derive the valuation but where all inputs to that technique are observable.
- Level 3 – Instruments valued using valuation techniques using market data which is not directly observable are instruments where the fair value cannot be determined directly by reference to market observable information, and some other pricing technique must be employed. Instruments classified in this category have an element which is unobservable and which has a significant impact on the fair value.

Given these guidelines, the warrant liability associated with Amazon would be classified as a Level 3 liability.

21. FAIR VALUE

The Group's principal financial instruments comprises of cash, trade receivables, deposits, borrowings, due from related parties, trade and other payables, warrants and due to related parties.

Management assessed the fair values of cash and cash equivalents, trade and other receivables, payables and other current liabilities to approximate their carrying amounts largely due to the short term maturities of these instruments. The fair value of debt instruments approximates their carrying value as interest rates are substantially the same as market rates for other debt instruments with similar repayment terms and maturities. The Group issued certain warrants to Amazon.com NV Investments on November 13, 2017. Such derivative financial instruments were measured at fair value using the Black-Scholes option pricing model, using significant unobservable inputs which are disclosed in Note 20, and are Level 3 in the fair value hierarchy.

A summary of the financial instruments held by category is provided below:

	March 31, 2020	June 30, 2019
	(US$'000)	
Financial assets - amortized cost		
Deposits	3,403	3,303
Trade receivables	53,808	63,025
Other receivable	5,465	3,587
Due from related parties	1,984	1,768
Cash and cash equivalents	15,471	8,873
	80,131	**80,556**
Financial liabilities - amortized cost		
Lease liabilities	79,540	69,234
Borrowings	37,322	49,019
Trade and other payables	21,373	19,870
Due to related parties	6,106	6,169
	144,341	**144,292**
Financial liabilities - fair value through profit and loss		
Warrant liabilities (Note 20)	**1,660**	**751**

22. SALE OF SUBSIDIARY

The Group considered Etelequote Limited to be a discontinued operation for the period ended June 30, 2019 as it represents a separate major line of business to the Group. The following table shows the major classes of profit and loss statement of the Group's discontinued operation at March 31, 2019.

	March 31, 2019
	(US$'000)
Revenue	47,419
Other operating income	2,445
Payroll and related costs	15,652
Share-based payments	861
Reseller commission and lead expenses	10,207
Depreciation and amortization	615
Other operating costs	2,461
Income from operations	**20,068**
Finance expenses	(4,178)
Income before taxation	**15,890**
Income tax expense	(4,805)
Net income for the period from discontinued operations, net of tax	**11,085**

Statement of cash flows

The statement of cash flows includes the following amounts relating to discontinued operations:

	March 31, 2019
	(US$'000)
Operating activities	(12,391)
Investing activities	(646)
Financing activities	12,595
Net cash out flow from discontinued operations	(442)

Earnings per share of discontinued operations:

As the income from discontinued operations for the nine months ended March 31, 2019, did not exceed the value of the preferred participation rights attaching to the Series A, B and C preferred convertible shares, the income/loss attributable to the ordinary shareholders of the Company has been assessed as $0.

Share-based payments:

During the nine months ended March 31, 2020, the Company repurchased RSAs related to non-executive leadership team (ELT) members of ETQ of $0.1 million. The Company disposed of its investment related to RSAs of non-ELT members of ETQ thus reducing share options reserves.

The promissory note of ELT members of ETQ of $13,000 was cancelled therefore the Company also reduced share options reserves and related party loan receivables.

23. SUBSEQUENT EVENT

On April 14, 2020, one of the largest clients of the Company filed a petition under Chapter 11 of the United States Bankruptcy Code, ("Bankruptcy Code"), in the U.S. Bankruptcy Court for the Southern District of New York ("Bankruptcy Court"), along with certain of its subsidiaries. The Company has not provided any amounts outstanding and has continued to provide services and expects to be paid for them.

On May 20, 2020, the Company increased the authorised share capital by increasing the class B common shares by 579,791 shares to 3,139,114.13 shares resulting in the increase in authorised share capital to $12,064.73 from $12,000. All the other categories of authorised share capital remains unchanged.

On May 20, 2020, in connection with the approval and adoption of the IBEX Limited 2020 Long Term Incentive Plan, 707,535 common shares available for future issuance under the 2018 RSA Plan were transferred to the IBEX Limited 2020 Long Term Incentive Plan and included in a total of 1,287,326.13 common shares issuable thereunder as of May 20, 2020.

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
IBEX Limited
Hamilton, Bermuda

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of IBEX Limited (the “Company”) as of June 30, 2019 and 2018, the related consolidated statements of profit or loss and other comprehensive income (loss), changes in equity, and cash flows for each of the two years in the period ended June 30, 2019, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at June 30, 2019 and 2018, and the results of its operations and its cash flows for each of the two years in the period ended June 30, 2019, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ BDO LLP

BDO LLP

We have served as the Company's auditor since 2017.

London, United Kingdom
December 20, 2019

IBEX Limited
Consolidated Statements of Financial Position

	Notes	As of June 30, 2019	As of June 30, 2018
		(US$'000)	
Assets			
Non-current assets			
Goodwill	*4*	11,832	11,832
Other intangible assets	*5*	2,928	4,181
Property and equipment	*6*	82,309	18,899
Investment in joint venture	*7*	227	392
Deferred tax asset	*18*	2,517	5,219
Renewal receivables	*25.3*	—	27,284
Warrant asset	*28*	3,316	3,810
Other assets	*8*	3,398	3,465
Total non-current assets		**106,527**	**75,082**
Current assets			
Trade and other receivables	*9*	71,134	56,725
Renewal receivables	*25.3*	—	8,616
Deferred expenses		—	2,624
Due from related parties	*23*	1,768	515
Cash and cash equivalents	*10*	8,873	13,519
Total current assets		**81,775**	**81,999**
Total assets		**188,302**	**157,081**
Equity and liabilities			
Equity attributable to owners of the parent			
Share capital	*12*	12	12
Senior preferred shares	*12*	—	20,000
Additional paid-in capital	*12*	96,207	96,207
Other reserves		29,585	37,795
Accumulated deficit		(117,176)	(126,061)
Total equity		**8,628**	**27,953**
Non-current liabilities			
Deferred revenue	*11*	753	708
Lease liabilities	*6.3*	58,602	—
Borrowings	*13*	7,184	9,880
Deferred tax liability	*18*	147	—
Other non-current liabilities	*14*	1,607	2,306
Total non-current liabilities		**68,293**	**12,894**
Current liabilities			
Trade and other payables	*15*	48,357	45,955
Lease liabilities	*6.3*	10,632	—
Borrowings	*13*	41,835	51,876
Related party loans	*23*	—	1,200
Deferred revenue	*11*	4,388	5,657
Due to related parties	*23*	6,169	11,546
Total current liabilities		**111,381**	**116,234**

Total liabilities	**179,674**	**129,128**
Total equity and liabilities	**188,302**	**157,081**

The accompanying notes are an integral part of these consolidated financial statements.

IBEX Limited
Consolidated Statements of Profit or Loss and Other Comprehensive Income (Loss)
For the years ended

	Notes	June 30, 2019	June 30, 2018
		(US$'000)	
Revenue	25	368,380	342,200
Payroll and related costs	26	254,592	252,925
Share-based payments	19	4,087	8,386
Reseller commission and lead expenses		27,877	28,059
Depreciation and amortization		20,895	12,182
Other operating costs	27	54,124	58,425
Income / (loss) from operations		**6,805**	**(17,777)**
Finance expenses	17	(7,709)	(3,093)
Loss before taxation		**(904)**	**(20,870)**
Income tax (expense) / benefit	18	(3,615)	108
Net loss for the year, continuing operations		**(4,519)**	**(20,762)**
Net income on discontinued operation, net of tax	30.3	15,484	4,881
Net income / (loss) for the year		**10,965**	**(15,881)**
Other comprehensive income			
Item that will not be subsequently reclassified to profit or loss			
Actuarial gain on retirement benefits	14.1	109	693
Item that will be subsequently reclassified to profit or loss			
Foreign currency translation adjustment		(316)	182
		(207)	**875**
Total comprehensive income / (loss) for the year		**10,758**	**(15,006)**
Net Income / (loss) for the year attributable to:			
- Shareholders of the Holding Company		10,965	(15,881)
		10,965	**(15,881)**
Other comprehensive income attributable to:			
- Shareholders of the Holding Company		(207)	875
		(207)	**875**
Total comprehensive income / (loss) attributable to:			
- Shareholders of the Holding Company		10,758	(15,006)
		10,758	**(15,006)**
		(US$)	
Loss per share from continuing operations attributable to the ordinary equity holders of the parent			
Basic loss per share	20	—	—
Diluted loss per share	20	(0.36)	(1.85)
Loss per share attributable to the ordinary equity holders of the parent			

Basic loss per share	*20*	—	—
Diluted loss per share	*20*	—	(1.42)

The accompanying notes are an integral part of these consolidated financial statements.

IBEX Limited
Consolidated Statements of Changes in Equity
For the years ended

	Attributable to shareholders of the Holding Company								
	Issued, Subscribed and Paid in Capital			Other Reserves					
	Share Capital	Senior Preferred Shares	Additional Paid in Capital	Re-organization Reserve	Share Option Plans	Foreign Currency Translation Reserve	Actuarial gain on defined benefit plan	Accumulated Deficit	Total Equity Attributable to the Holding Company
	(US$'000)								
Balance, July 1, 2017	**12**	**20,000**	**96,207**	**15,849**	**7,132**	**(710)**	**282**	**(110,034)**	**28,738**
Comprehensive income for the year									
Loss for the year ended June 30, 2018	—	—	—	—	—	—	—	(15,881)	(15,881)
Other Comprehensive Income	—	—	—	—	—	182	693	—	875
Total Comprehensive income / (loss) for the year	**—**	**—**	**—**	**—**	**—**	**182**	**693**	**(15,881)**	**(15,006)**
Transactions with Owners									
Dividend distribution	—	—	—	—	—	—	—	(146)	(146)
Share-based transactions	—	—	—	—	8,936	—	—	—	8,936
Sale of subsidiary	—	—	—	5,431	—	—	—	—	5,431
	—	—	—	5,431	8,936	—	—	(146)	14,221
Balance, June 30, 2018 (as previously stated)	**12**	**20,000**	**96,207**	**21,280**	**16,068**	**(528)**	**975**	**(126,061)**	**27,953**
Adjustment on initial adoption of IFRS 15- Revenue from Contracts with Customers (Note 3.9.1)	—	—	—	—	—	—	—	(2,080)	(2,080)
Balance, July 1, 2018 (as restated)	**12**	**20,000**	**96,207**	**21,280**	**16,068**	**(528)**	**975**	**(128,141)**	**25,873**
Comprehensive income for the year									
Profit for the year ended June 30, 2019	—	—	—	—	—	—	—	10,965	10,965
Other Comprehensive Income	—	—	—	—	—	(316)	109	—	(207)
Total Comprehensive income / (loss) for the year	—	—	—	—	—	(316)	109	10,965	10,758
Transactions with Owners									
Redemption of senior preferred shares (Note 12.4.1)	—	(5,972)	—	—	—	—	—	—	(5,972)
Sale of subsidiary									
Net assets of sale of subsidiary (Note 30.3)	—	(14,028)	—	(11,536)	(2,030)	—	—	—	(27,594)
Share-based transactions (Note 19)	—	—	—	—	5,563	—	—	—	5,563
Balance, June 30, 2019	**12**	**—**	**96,207**	**9,744**	**19,601**	**(844)**	**1,084**	**(117,176)**	**8,628**

The accompanying notes are an integral part of these consolidated financial statements.

IBEX Limited
Consolidated Statements of Cash Flows
For the years ended

	Notes	June 30, 2019	June 30, 2018
		(US$'000)	
CASH FLOWS FROM OPERATING ACTIVITIES			
Income / (loss) before taxation	*29*	19,410	(15,935)
Adjustments for:			
Depreciation and amortization		21,805	12,419
Amortization of warrant asset		643	—
Foreign currency translation loss		78	521
Share warrants	*22*	(364)	(3,326)
Phantom expense	*19.4*	(300)	757
Share-based payments	*19*	5,262	8,936
Allowance of expected credit losses	*9*	343	1,048
Share of profit from investment in joint venture	*7*	(351)	(280)
(Gain) / loss on disposal of fixed assets		(140)	43
Provision for defined benefit scheme	*14.1*	129	310
Impairment on intangibles	*5*	163	—
Finance costs		13,383	5,335
(Increase) / decrease in trade and other receivables		(18,019)	758
Increase in renewal receivables		(35,022)	(17,022)
Decrease in prepayments and other assets		(173)	1,599
Increase in trade and other payables and other liabilities		8,997	4,406
Cash generated from / (used in) operations		15,844	(431)
Interest paid		(13,054)	(4,451)
Income taxes paid		(588)	(865)
Net cash inflow (outflow) from operating activities		**2,202**	**(5,747)**
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of property and equipment	*6*	(5,612)	(5,194)
Purchase of other intangible assets	*5*	(622)	(571)
Return on investment from joint venture	*7*	96	82
Proceed from sale of assets	*30.2*	188	144
Cash adjustment from sale of subsidiary to parent company	*30.3*	(3,554)	—
Capital repayment from joint venture	*7*	420	100
Net cash used in investing activities		**(9,084)**	**(5,439)**
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from line of credit		168,674	222,750
Repayments of line of credit		(162,851)	(216,254)
Proceeds from borrowings		36,617	1,360
Repayment of borrowings		(6,081)	(6,230)
Repayment of related party loans	*23.6*	(1,200)	(1,000)
Principal payments on lease obligations		(10,535)	(3,163)
(Repayment) / proceeds of private placement notes	*13.2*	(14,500)	5,870
Dividend distribution	*21*	(1,600)	(146)
Payment of senior preferred shares	*12.4.1*	(5,972)	—
Net cash inflow from financing activities		**2,552**	**3,187**
Effects of exchange rate difference on cash and cash equivalents		(316)	197
Net decrease in cash and cash equivalents		(4,646)	(7,802)
Cash and cash equivalents at beginning of the period		13,519	21,321
Cash and cash equivalents at end of the period		**8,873**	**13,519**
Non-cash items			
New leases (2018: finance leases)		89,771	1,857
Issuance of warrants	*28*	(150)	(4,291)
Actuarial gain on defined benefit scheme	*14.1*	(109)	(693)
Sale of subsidiary	*30.3*	27,594	—

The accompanying notes are an integral part of these consolidated financial statements.

1. THE GROUP AND ITS OPERATIONS

IBEX Holdings Limited "the Holding Company", was incorporated on February 28, 2017 and changed its name to IBEX Limited on September 11, 2019. IBEX Limited is hereinafter also referred to as "the Holding Company". The registered office of the Holding Company is situated at Crawford House, 50 Cedar Avenue, Hamilton HM 11, Bermuda, which is also the principal place of business of the Holding Company. "The Group" or the "Company" refers to the Holding Company and its subsidiaries.
The Holding Company is controlled by and majority owned by The Resource Group International Limited ("TRGI") (the "Controlling Shareholder"), whereas TRG Pakistan Limited holds a majority interest in TRGI.

The Group is a leading end-to-end provider of technology-enabled customer lifecycle experience ("CLX") solutions. Through the Group's integrated CLX platform, a comprehensive portfolio of solutions is offered to optimize customer acquisition, engagement, expansion and experience for clients. The Group leverages sophisticated technology and proprietary analytics, in combination with its global contact and delivery center footprint and business process outsourcing expertise, to protect and enhance clients' brands. The Group manages approximately 60 million interactions each year with consumers on behalf of clients through an omni-channel approach, using voice, web, chat and email.

Commencing in April 2017, TRGI undertook a series of transactions ("the Reorganization Transaction") that, upon its completion on June 30, 2017, resulted in the Holding Company owning the majority of the share capital of three newly formed intermediate Bermuda holding companies, IBEX Global Limited, DGS Limited and Etelequote Limited, which in turn directly hold investments in IBEX (IBEX Global Limited and its subsidiaries), DGS (DGS Limited and its subsidiaries) and ETQ (Etelequote Limited and its subsidiaries) businesses, respectively, as listed below. The portfolio company assets corresponding to the iSky business ("iSky, Inc.") are held directly by the Holding Company. All these portfolio company assets corresponding to the IBEX, DGS, ETQ and iSky businesses were indirectly controlled by TRGI prior to and following the Reorganization Transaction.

The financial statements of the Company were combined as if from the date of the original ownership by TRGI, as if the Company had always owned IBEX, DGS, ETQ and iSky, from the same date as its parent company.

On June 26, 2019, the Holding Company transferred the shares of ETQ to the parent company TRGI. The disposal of ETQ is described in Note 30.3.

The financial position of the Group, its cash, liquidity position and borrowing facilities are described in Note 13 to the consolidated financial statements. In addition, Notes 22 and 24 to the consolidated financial statements include the Group's objectives, policies and processes for managing its capital; financial risk management objectives; details of financial instruments; exposures to credit risk, market risks and liquidity risks.

Going Concern

As of June 30, 2019, the Group including discontinuing operations, has a net income of $11.0 million, net cash generated from operating activities of $2.2 million and an accumulated deficit of $117.2 million, as compared to June 2018 in which the Company had a net loss of $15.9 million, net cash outflow in operating activities of $5.7 million and an accumulated deficit of $126.1 million. Current liabilities exceed current assets by $29.6 million as of June 30, 2019 of which $41.8 million is associated with Borrowings, including

line of credit due May 2023, which was drawn to $36.0 million at June 30, 2019 (See Note 13). The Group has cash and cash equivalents of $8.9 million as of June 30, 2019.

The accompanying consolidated financial statements have been prepared assuming that the Group will continue as a going concern for at least a period of twelve months from the date of approval of these consolidated financial statements. This basis of accounting contemplates the recovery of the Group's assets and the satisfaction of liabilities in the normal course of business. The Group is currently exploring additional financing options to enable it to develop its existing business and generate additional revenues.

The Group's forecasts and projections, taking account of reasonably possible changes in trading performance, show that the Group should be able to operate within the level of its current monetary facilities and plans. Management therefore has a reasonable expectation that the Group has adequate resources to continue its operational existence for a period of at least twelve months from the date of approval of these financial statements. Thus, they continue to adopt the going concern basis of accounting in preparation of these consolidated financial statements.

The Group is comprised of the Holding Company and the following subsidiaries with the location (country of incorporation and principal place of business), nature of business and ownership percentage:

Description	Location	Nature of Business	Ownership % 2019	Ownership % 2018
Subsidiaries				
IBEX Global Limited	Bermuda	Holding Company	**100%**	**100%**
DGS Limited	Bermuda	Holding Company	**100%**	**100%**
Etelequote Limited (Note 30.3)	Bermuda	Holding Company	**—%**	**100%**
iSky Inc.	Bermuda	Holding Company	**100%**	**100%**
iSky Canada Technologies Inc.	Canada	Market Research	**100%**	**100%**

Please refer to Note 30 for the indirect subsidiaries of the Holding Company.

2. BASIS OF PREPARATION

2.1 Statement of compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards, International Accounting Standards and Interpretations (IFRS), as issued by the International Accounting Standards Board (IASB).

The principal accounting policies applied in the preparation of the consolidated financial statements are set out below. These policies have been consistently applied to all of the years presented, except with respect to the adoption of new accounting standards which are described further below.

Changing in accounting standards:

The Group has applied as from July 1, 2018, the following new accounting standards.

IFRS 9 – Financial Instruments (Note 3.5)
IFRS 15 – Revenue from Contracts with Customers (Note 3.9)
IFRS 16 – Leases (Note 3.2)

These consolidated financial statements do not include any information or disclosures that, not requiring presentation due to their qualitative significance, have been determined as immaterial or of no relevance pursuant to the concepts of *materiality* or *relevance* defined in the IFRS conceptual framework, insofar as the Group's consolidated financial statements, taken as a whole, are concerned. All amounts are presented in thousands of dollars, unless otherwise indicated, rounded to the nearest $1,000.

2.2 Basis of accounting and presentation

Through the Reorganization Transaction, which took place in April 2017, the Holding Company acquired from TRGI 100% ownership of IBEX Global Limited, Etelequote Limited, DGS Limited, iSky Inc. and various subsidiaries (listed above and in Note 30, - referred to as "the Continuing Business Entities") and issued its shares to TRGI in exchange. Prior to the Reorganization Transaction TRGI controlled each of the Continuing Business Entities by virtue of its controlling interests in the predecessors to IBEX Global Limited, Etelequote Limited, DGS Limited and iSky Inc., all of which now have become part of the Group, which is controlled by TRGI.

As common control transactions are outside the scope of IFRS 3 'Business Combinations' the management has, as required by International Accounting Standard (IAS) 8 'Accounting Policies, Change in Accounting Estimates and Errors', used its judgement in applying an accounting policy which reflects the economic substance of the transaction to account for the Continuing Business Entities.

The Group's management considers the pooling of interest method of accounting to be appropriate to account for the combination of various subsidiaries controlled by TRGI with the Holding Company. As a result, the Holding Company and its subsidiaries are presented as if they have legally been a group of companies for all periods presented. The following accounting principles are applied:

- To ensure the continuation of the predecessor's basis in these consolidated financial statements, the assets and liabilities of the Holding Company and its subsidiaries represent the combined values of those assets and liabilities based on the carrying values attributed to the Continuing Business Entities as carried in the books of TRGI. The difference between the consideration transferred and the carrying value of the net assets of the Continuing Business Entities has been taken to equity as a reorganization reserve.
- The consolidated statements of profit or loss and other comprehensive loss include the results of each of the Continuing Business Entities and the Holding Company from the earliest date they were under control of the parent.

Restatement

During the fiscal year ended June 30, 2018, the Group re-assessed the presentation of its consolidated statement of cash flows and concluded that it was necessary to restate its previously issued financial statements for the fiscal year ended June 30, 2017 for the correction of an error in presentation. In accordance with International Accounting Standard (IAS) 7, Statement of Cash Flows, the cash flow associated with the proceeds and payments relating to the line of credit borrowing did not meet the criteria for net presentation as the maturity associated with the line of credit was significantly greater than 90 days and, therefore, the Group was required to re-present the cash flow activities associated with the line of credit by presenting separately proceeds from the line of credit and the associated repayments. Below is a reconciliation to the historically reported amounts for periods ended December 31, 2017, June 30, 2017, December 31, 2016 and June 30, 2016.

	June 30, 2017	June 30, 2016	December 31, 2017 (unaudited)	December 31, 2016 (unaudited)
			US$'000	
Cash flow from financing activities				
Proceeds from line of credit	**176,746**	**177,680**	**116,859**	**75,527**
Repayment from line of credit	(171,945)	(164,410)	(115,988)	(76,045)
Net proceeds from line of credit as previously reported	**4,801**	**13,270**	**871**	**(518)**

The restatement of the items included in cash flows from financing activities has had no effect on the net loss or statement of financial position or total cash flows from financing activities of the company for any period presented.

2.3 Basis of measurement

The consolidated financial statements have been prepared on the basis of historical cost convention, except as otherwise disclosed, and assuming that the Group will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

2.4 Functional and presentation currency

As noted in Note 25.3, the Group generates more than 98% of its revenue in the United States of America, which is denominated in United States Dollars (US$ or USD). However, the Group conducts transactions in multiple currencies to carry out its business in various other jurisdictions as needed. The consolidated financial statements are presented in US$, which is the Holding Company's functional and presentation currency. Amounts are rounded to the nearest thousands of US$, unless otherwise stated.

Transactions denominated in foreign currencies are translated into $USD at the exchange rate at the end of the previous month-end. Monetary items in the statement of financial position are translated at the closing rate at each reporting date and the relevant translation adjustments are recognized in the financial result.

2.5 Critical accounting estimates and judgements

These consolidated financial statements are prepared in conformity with IFRS as issued by the IASB, which requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the periods. Accounting estimates require the use of significant management assumptions and judgments as to future events, and the effect of those events cannot be predicted with certainty. The accounting estimates will change as new events occur, more experience is acquired and more information is obtained. We evaluate and update our assumptions and estimates on an ongoing basis and use outside experts to assist in that evaluation when we deem necessary.

In the process of applying the Group's accounting policies, management has made the following estimates and judgments which are significant to the consolidated financial statements:

Accounting estimates

- Impairment of intangibles

  Goodwill: The calculation for considering the impairment of the carrying amount of goodwill requires a comparison of the recoverable amount of the cash-generating units to which goodwill has been allocated, to the value of goodwill and the associated assets in the consolidated statement of financial position. The calculation of recoverable amount requires an estimate of the future cash flows expected to arise from the cash generating unit. Judgement is applied in selection of a suitable discount rate and terminal value. The key assumptions made in relation to the impairment of goodwill are set out in Note 4.

  Indefinite Lived Intangibles: The indefinite lived intangibles are tested for impairment by comparing their carrying amount to the estimates of their fair value based on estimates of discounted cash flow method. When the fair value is determined to be less than the carrying amount, the resulting impairment is recognized in the consolidated financial statements.

- Impairment of financial assets

  The Group applies the IFRS 9 simplified approach to measuring expected credit losses using a lifetime expected credit loss provision for trade receivables and contract assets. To measure expected credit losses on a collective basis, trade receivables and contract assets are grouped based on similar credit risk and aging. The contract assets have similar risk characteristics to the trade receivables for similar types of contracts.

- Depreciation and amortization

  Estimation of useful lives of property and equipment and intangible assets: The Group estimates the useful lives of property and equipment and intangible assets based on the period over which the assets are expected to be available for use. The estimated useful lives of property and equipment and intangible assets are reviewed periodically and are updated if expectations differ from previous estimates due to physical wear and tear, technical or commercial obsolescence and legal or other limits on the use of the assets.

- Market value of common shares / fair market value of warrants

  As the Company is not listed on a public market place, the calculation of the market value of its common shares is subject to a greater degree of estimation in determining the basis for any share awards that the Company may issue.

  For purposes of determining the historical share-based compensation expense, the Company used the Monte Carlo simulation to calculate the fair value of the restricted stock awards (the "RSAs") on the grant date. The determination of the grant date fair value of the RSAs using a pricing model is

affected by estimates and assumptions regarding a number of complex and subjective variables. These variables include the estimated fair value of the common shares, the expected price volatility of the common shares over the expected term of the RSAs and exercise and cancellation behaviors, each of which are estimated as follows:

- Fair value of the Company's' common shares. As the Company's common shares are not publicly traded, the Company must estimate the fair value of the common shares, as discussed in "Valuations of Common Shares" below.
- Volatility. Since there is no trading history for the Company's common shares, the expected price volatility for the common shares was estimated using the average historical volatility of the shares of our industry peers as of the grant date of the Company's RSAs over a period of history commensurate with the expected life of the awards. To the extent that volatility of the share price increases in the future, the estimates of the fair value of the awards to be granted in the future could increase, thereby increasing share-based payment expense in future periods. When making the selection of the industry peers to be used in measuring implied volatility of the RSAs, the Company considered the similarity of their products and business lines, as well as their stage of development, size and financial leverage. The Company intends to continue to consistently apply this process using the same or similar public companies until a sufficient amount of historical information regarding the volatility of the Company's own share price becomes available, or unless circumstances change such that the identified companies are no longer similar to the Company, in which case, more suitable companies whose share prices are publicly available would be utilized in the calculation.
- Expected life of the RSAs. The Company calculated the weighted-average expected life of the RSAs to be four years based on management's best estimates regarding the effect of vesting schedules. RSAs granted may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Valuations of Common Shares

Given the absence of an active market for the Company's common shares, the Company was required to estimate the fair value of its common shares at the time of each grant. The Company considered objective and subjective factors in determining the estimated fair value of its common shares on each RSA grant date. Factors considered by the Company included the following:

- third-party valuations of the Company's common shares;
- the lack of marketability of Company's common shares;
- the Company's historical and projected operating and financial performance;
- the Company's introduction of new services;
- the Company's stage of development;
- the global economic outlook and its expected impact on the business;
- the market performance of comparable companies; and
- the likelihood of achieving a liquidity event for the common shares underlying the awards, such as an initial public offering or sale of the Company, given prevailing market conditions.

The Company determined valuations of its common shares for purposes of granting awards through a two-step valuation process described below. The Company first estimated the value of its equity. The Company utilized the income and market approaches to estimate its equity value. Then, the Company's equity value was allocated across the Company's various equity securities to arrive at a value for the common shares. The income approach, which relies on a discounted cash flow ("DCF")

analysis, measures the value of a company as the present value of its future economic benefits by applying an appropriate risk-adjusted discount rate to expected cash flows, based on forecasts of revenue and costs.

The Company used two forms of the market approach to determine a fair market value for its equity: (i) the guideline public company method (the "GPCM"), and (ii) the merger and acquisition method (the "MAM").

The GPCM involves the review of pricing and performance information for public companies deemed generally similar to a subject company and subject to similar industry dynamics. The MAM consists of a review of transactions involving similar companies over the last five years. The valuation conclusion was based on the income approach (using DCF analysis), GPCM, and MAM. The Company assigned more weight to the DCF as it better reflected the Company's operations and placed less weight to the GPCM and MAM. More specifically, less weight was assigned to the MAM as compared to the GPCM given the limited number of transactions involving comparable companies, which made the MAM less meaningful relative to the GPCM.

For each valuation report, the Company first prepared a financial forecast to be used in the computation of the enterprise value using the income approach. The financial forecasts took into account our past experience and future expectations. Second, the risks associated with achieving these forecasts were assessed in selecting the appropriate discount rate. There is inherent uncertainty in these estimates. Third, the Company allocated the resulting equity value among the securities that comprise our capital structure. The aggregate value of the common shares was then divided by the number of common shares outstanding to arrive at the per share value.

Since the fair value of the Company's common shares has been determined partially by using the DCF analysis, the valuations have been heavily dependent on the Company estimates of revenue, costs and related cash flows. These estimates are highly subjective and may change frequently based on both new operating data as well as various macroeconomic conditions that impact the Company's business. Each of the valuations was prepared using data that was consistent with the Company's then-current operating plans that the Company was using to manage its business.

In addition, the DCF calculations are sensitive to highly subjective assumptions that the Company was required to make relating to its financial forecasts and the selection of an appropriate discount rate, which was based on the Company's estimated cost of equity.

The Company's discount rate was determined based on the stage of development at each valuation date and was quantified based on a risk-free discount rate for government debt, capital markets risk, the Company's sector and size.

The Company granted 2,373,374 restricted share awards at a fair value of $0.61 per restricted common share in December 2018. The fair value of the restricted common shares was based on a Monte Carlo simulation, which can be considered a form of the probability weighted expected return method ("PWERM"), using an equity value as determined via the income approach (present value of discounted cash flows) and the market approaches (guideline public company method and mergers and acquisition method).

On December 22, 2018, the preference shares were entitled to an aggregate of $149.2 million in participating and non-participating preference. This amount was significantly higher than the fair value of the Company as determined by the Board of Directors as of November 30, 2018 on the basis of the independent valuation referred to in the previous paragraph. Because the common shares are not entitled to any distribution until the applicable preferences are satisfied, the fair value of the common shares was significantly lower than the fair value of the preference shares on November 30, 2018.

Additionally, the Company will also require the calculation of the fair market value of the warrants associated with the Amazon transaction. For factors used in determining the fair value of the warrants refer to Note 28.

- Legal provisions:

  The Group reviews outstanding legal cases following developments in the legal proceedings and at each reporting date, in order to assess the need for provisions and disclosures in its consolidated financial statements. Among the factors considered in making decisions on provisions are the nature of litigation, claim or assessment, the legal process and potential level of damages in the jurisdiction in which the litigation, claim or assessment has been brought, the progress of the case (including the progress after the date of the consolidated financial statements but before those statements are issued), the opinions or views of legal advisers, experience on similar cases and any decision of the Group's management as to how it will respond to the litigation, claim or assessment. Refer to Note 16.

Judgements

- Going Concern:

  As of June 30, 2019, the Group including discontinuing operations, has a net income of $11.0 million, net cash generated from operating activities of $2.2 million and an accumulated deficit of $117.2 million, as compared to June 2018 in which the Company had a net loss of $15.9 million, net cash outflow in operating activities of $5.7 million and an accumulated deficit of $126.1 million. Current liabilities exceed current assets by $29.6 million as of June 30, 2019 of which $41.8 million is associated with Borrowings, including line of credit due May 2023, which was drawn to $36.0 million at June 30, 2019 (See Note 13). The Group has cash and cash equivalents of $8.9 million as of June 30, 2019.

  The accompanying consolidated financial statements have been prepared assuming that the Group will continue as a going concern for at least a period of twelve months from the date of approval of these consolidated financial statements. This basis of accounting contemplates the recovery of the Group's assets and the satisfaction of liabilities in the normal course of business. The Group is currently exploring additional financing options to enable it to develop its existing business and generate additional revenues.

  The Group's forecasts and projections, taking account of reasonably possible changes in trading performance, show that the Group should be able to operate within the level of its current monetary facilities and plans. Management therefore has a reasonable expectation that the Group has adequate resources to continue its operational existence for a period of at least twelve months from the date of approval of these financial statements. Thus, they continue to adopt the going concern basis of accounting in preparation of these consolidated financial statements.

- Training revenue:

  IBEX Global Limited - The adoption of IFRS 15 resulted in the deferral of training revenues. As the revenues generated from training did not qualify to be treated as a distinct performance obligation, the requirement is to defer those revenues over the life of the contract, and where no fixed date of expiry is stated in the contract (i.e. auto renewals), defer those contract training revenues over typically 1- 1.5 years.

  The associated costs for most clients under the new guidance requires that all costs associated with training are immediately recognized as an expense in accordance with IAS 38, as IFRS 15 defers to IAS 38 regarding costs associated with training. Consistent with the cumulative catch – up approach, IBEX Global Limited has adjusted the prior period amount as an opening balance sheet adjustment, effective July 1, 2018 rather than adjusting the prior period amounts.

- Leases:

  The assessment of whether a contract is or contains a lease will be straightforward in most arrangements. However, judgement may be required in applying the definition of a lease to certain arrangements. For example, in contracts that include significant services, the Group believes that determining whether the contract conveys the right to direct the use of an identified asset may be challenging.

  In determining the lease term, the Group considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options (or periods after termination options) are only included in the lease term if the lease is reasonably certain (in accordance with lease contracts) to be extended (or not terminated).

- Staff retirement plans:

  The net defined benefit pension scheme assets or liabilities are recognized in the Group’s consolidated statement of financial position. The determination of the position requires assumptions to be made regarding future salary increases, mortality, discount rates and inflation. The key assumptions made in relation to the pension plans are set out in Note 14.1.

- Share-based payments:

  The share-based payments expense is recognized in the Group’s consolidated statement of profit or loss and comprehensive income. The key assumptions made in relation to the share-based payments are set out in Note19.

- Provision for taxation:

  The Group is subject to income tax in several jurisdictions and significant judgement is required in determining the provision for income taxes. During the ordinary course of business, there are transactions and calculations for which the ultimate tax determination is uncertain. As a result, the company recognizes tax liabilities based on estimates of whether additional taxes and interest will be due. These tax liabilities are recognized when, despite the company’s belief that its tax return positions are supportable, the Company believes that certain positions are likely to be challenged and

may not be fully sustained upon review by tax authorities. The Company believes that its accruals for tax liabilities are adequate for all open audit years based on its assessment of many factors including past experience and interpretations of tax law. This assessment relies on estimates and assumptions and may involve a series of complex judgments about future events. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact income tax expense in the period in which such determination is made.

The key assumptions made in relation to tax provisioning are set out in Note 18.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

3.1 Basis of consolidation

The consolidated financial statements present the results of the Holding Company and its subsidiaries as if they formed a single entity. Intercompany transactions and balances between group companies are therefore eliminated in full.

Where the Company has control over an investee, it is classified as a subsidiary. The Company controls an investee if all three of the following elements are present:

- power over the investee,
- exposure to variable returns from the investee, and
- the ability of the investor to use its power to affect those variable returns.

Control is reassessed whenever facts and circumstances indicate that there may be a change in any of these elements of control.

De-facto control exists in situations where the Company has the practical ability to direct the relevant activities of the investee without holding the majority of the voting rights. In determining whether de-facto control exists the Company considers all relevant facts and circumstances, including:

- The size of the company's voting rights relative to both the size and dispersion of other parties who hold voting rights
- Substantive potential voting rights held by the Company and by other parties
- Other contractual arrangements
- Historic patterns in voting attendance

The consolidated financial statements incorporate the results of business combinations using the acquisition method. In the statement of financial position, the acquiree's identifiable assets, liabilities and contingent liabilities are initially recognized at their fair values at the acquisition date. The results of acquired operations are included in the consolidated statement of profit or loss and other comprehensive income from the date on which control is obtained. They are deconsolidated from the date on which control ceases.

Joint arrangements

The Group is a party to a joint arrangement when there is a contractual arrangement that confers joint control over the relevant activities of the arrangement to the Group and at least one other party. Joint control is assessed under the same principles as control over subsidiaries.

The group classifies its interests in joint arrangements as either:

- *Joint ventures*: where the Group has rights to only the net assets of the joint arrangement
- *Joint operations*: where the Group has both the rights to assets and obligations for the liabilities of the joint arrangement.

In assessing the classification of interests in joint arrangements, the Group considers:

- The structure of the joint arrangement
- The legal form of joint arrangements structured through a separate vehicle
- The contractual terms of the joint arrangement agreement
- Any other facts and circumstances (including any other contractual arrangements).

Joint ventures are initially recognized in the consolidated statement of financial position at cost. Subsequently joint ventures are then accounted for using the equity method, where the Group's share of post-acquisition profits and losses and other comprehensive income is recognized in the consolidated statement of profit or loss and other comprehensive income (except for losses in excess of the Group's investment in the joint ventures unless there is an obligation to make good those losses).

Any premium paid for an investment in a joint venture above the fair value of the Group's share of the identifiable assets, liabilities and contingent liabilities acquired is capitalized and included in the carrying amount of the investment in joint venture. Where there is objective evidence that the investment in a joint venture has been impaired the carrying amount of the investment is tested for impairment in the same manner as other non-financial assets.

Unrealized gains on transactions between the Group and its joint ventures are eliminated to the extent of the Group's interest in the joint ventures. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred. Accounting policies of the joint ventures have been changed where necessary to ensure consistency with the policies adopted by the Group.

Non-current assets (or disposal groups) held for sale and discontinued operations

Non-current assets (or disposal groups) are classified as held for sale if their carrying amount will be recovered principally through a sale transaction rather than through continuing use and a sale is considered highly probable. They are measured at the lower of their carrying amount and fair value less costs to sell, except for assets such as deferred tax assets, assets arising from employee benefits, financial assets and investment property that are carried at fair value and contractual rights under insurance contracts, which are specifically exempt from this requirement.

An impairment loss is recognized for any initial or subsequent write-down of the asset (or disposal group) to fair value less costs to sell. A gain is recognized for any subsequent increases in fair value less costs to sell of an asset (or disposal group), but not in excess of any cumulative impairment loss previously recognized. A gain or loss not previously recognized by the date of the sale of the non-current asset (or disposal group) is recognized at the date of derecognition. Non-current assets (including those that are part of a disposal group) are not depreciated or amortized while they are classified as held for sale. Interest and other expenses attributable to the liabilities of a disposal group classified as held for sale continue to be

recognized. Non-current assets classified as held for sale and the assets of a disposal group classified as held for sale are presented separately from the other assets in the statement of financial position. The liabilities of a disposal group classified as held for sale are presented separately from other liabilities in the statement of financial position.

A discontinued operation is a component of the entity that has been disposed of or is classified as held for sale and that represents a separate major line of business or geographical area of operations, is part of a single coordinated plan to dispose of such a line of business or area of operations, or is a subsidiary acquired exclusively with a view to resale. The results of discontinued operations are presented separately in the statement of profit or loss and comprehensive income. Refer to Note 30.3.

3.2 Property and equipment

Owned

Items of property, plant and equipment are initially recognized at cost. The initial cost of an item of property and equipment consists of its purchase price including import duties, taxes and directly attributable costs of bringing the asset to its working condition and location for the intended use. Additionally, any direct labor costs that is directly attributable to the development of software is capitalized.

Depreciation on assets under construction does not commence until they are complete and available for use. Depreciation is provided on all other items of property, plant and equipment so as to reduce their carrying value over their expected useful economic lives.

Depreciation on property and equipment is provided using the straight line method. A full month's depreciation is charged in the month of addition, and no depreciation is charged in the month of disposal. Rates of depreciation are disclosed in Note 6 (property and equipment).

Property and equipment	Useful economic life	Depreciation method
Buildings on freehold land	10 years	Straight line
Leasehold improvements	3 - 5 years or life of lease if less	Straight line
Furniture, fixture and office equipment	3 - 5 years	Straight line
Telecommunications and computer equipment	3 years	Straight line
Vehicles	5 years	Straight line
Right of Use Assets	expected term of lease	Straight line

The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year-end and adjusted prospectively, if appropriate.

Leased

Right of use assets and lease liabilities

Adoption of IFRS 16 - Leases

This standard is mandatory for the accounting period beginning on January 1, 2019, but the Group early adopted it on July 1, 2018 under the modified retrospective approach.

IFRS 16 replaces the existing Standard for leases, IAS 17, and related Interpretations. The standard sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract i.e., the lessee and the lessor. IFRS 16 introduces a single lessee accounting model and requires a lessee to recognize assets and liabilities for all leases with a term of more than 12 months, unless the underlying asset is of low value of $5,000.

IFRS 16 requires an entity to determine whether a contract is a lease or contains a lease at the inception of the contract. The Group has also elected not to reassess whether a contract is, or contains a lease at the date of initial application. Instead, for contracts entered into before the transition date the Group relied on its assessment made applying IAS 17 and IFRIC Interpretation 4 - Determining whether an arrangement contains a lease.

Under IFRS 16, leases are accounted for based on a ‘right-of-use model’. The model reflects that, at the commencement date, a lessee has a financial obligation to make lease payments to the lessor for its right to use the underlying asset during the expected lease term. The lessor conveys that right to use the underlying asset at lease commencement, which is the time when it makes the underlying asset available for use by the lessee.

The Group has elected to adopt IFRS 16 utilizing the modified retrospective method. Under this approach, the cumulative effect of initially applying IFRS 16 is recognized as an adjustment to equity at the date of initial application. Comparative figures for the year ended June 30, 2018 are not restated to reflect the adoption of IFRS 16 but instead continue to reflect the lessee’s accounting policies under IAS 17.

Under IAS 17:

In the comparative figures for the year ended June 30, 2018, the Group classified leases that substantially all of the risk and rewards of ownership as finance leases. The amount initially recognized as an asset is the lower of the fair value of the leased property and the present value of the minimum lease payments payable over the term of the lease. Furthermore, the leased asset is subject to depreciation with the useful life being the lesser of the lease term or the normal useful life of the asset. The corresponding lease commitment is shown as a liability.

Previously assets and liabilities held under finance leases on transition of IFRS 16, there is no adjustment made in application of the standard on those leases however carrying amounts reclassified to right-of-use assets and lease liabilities (as shown below).

Where substantially all the risks and rewards to ownership are not transferred to the Group, leases were classified as operating leases and were not recognized in the Group’s statement of financial position. Payment made under operating leases were recognized in the statements of profit or loss on a straight line basis over the lease term.

If a lessee chooses modified retrospective application, a number of more specific transition requirements and practical expedients also apply.

In applying IFRS 16 for the first time, the Group has used the following practical expedients permitted by the standard:

- Measure the lease liability at the date of initial application (DOIA) at the present value of the remaining lease payments based on the lessee's incremental borrowing rate over the remaining lease term. The lease payments would include fixed payments, variable lease payments based on an index or a rate, residual value guarantees, exercise price for purchase options reasonably certain to be exercised, as well as termination penalties for termination options reasonably certain to be exercised.
- Measure the right-of-use (ROU) asset at either of the following amounts:
    - as if IFRS 16 has been applied since the inception of the lease but using the incremental borrowing rate on the DOIA; or
    - the value of the lease liability (adjusted for any prepaid or accrued lease payments).
- Applying single discount rate to a portfolio of leases with reasonably similar characteristics (i.e. similar region, similar class of asset).
- Using hindsight in determining the lease term if the contract contains options to extend or terminate the lease.

The Group recognizes a right-of-use asset and a lease liability at the commencement date, except for short-term leases of 12 months or less and low value. Measurement of right-of-use assets and lease liabilities are as follows:

- The lease liability is initially measured at the date of DOIA or commencement date at the present value of the remaining lease payments using the incremental borrowing rate specific to the country, term and currency of the contract. The lease liability is subsequently measured at amortized cost using the effective interest rate method and re-measured (with a corresponding adjustment to the related ROU asset) when there is change in future lease payments in case of renegotiation, change of an index or rate or in case of reassessment of options. Interest on the lease liability is measured on the discount rate.
- Weighted average Group's incremental borrowing rate is 9.8% applied to lease liabilities recognized at the date of initial application.
- At inception, the ROU asset comprises the initial lease liability, initial direct costs and the obligation to refurbish the asset, less any incentives granted by the lessors. The ROU asset is depreciated over the shorter of the lease term or the useful life of the underlying asset. The ROU asset is subject to testing for impairment if there is an indicator for impairment, as indicated in Note 3.4.

Payments associated with short-term leases and leases of low-value assets are recognized on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less.

ROU assets are included in the heading Property and Equipment (see Note 6.2), the lease liability is shown separately as current and non-current in the statements of financial position, and interest on the lease liability is included in the heading Finance Expenses.

As a result of the Group's early adoption of IFRS 16, the impact on the Group's financial position as of July 1, 2018 and statement of profit or loss and comprehensive income was as follows:

Consolidated Statement of Financial Position - Impact of IFRS 16 at initial adoption	
	DR / (CR)
	(US$'000)
Account	Impact of adoption of IFRS 16
Assets	
Right-of-use assets - reclassification from prior finance leases at initial adoption	3,547
Right-of-use assets - recognized at initial adoption	53,733
Liabilities	
Lease liabilities - reclassification from prior finance leases at initial adoption	(2,765)
Lease liabilities - recognized at initial adoption	(54,191)
Other liabilities	458
[1]Finance expenses & depreciation	(782)
Equity	
Accumulated Deficit	—

1 Finance expenses and depreciation of $0.8 million represent the amount of finance leases upon adoption of IFRS 16.

Consolidated Statement of Profit or Loss and Comprehensive Income - Impact of IFRS 16 at initial adoption	
	DR / (CR)
	(US$'000)
Account	Impact of adoption of IFRS 16
Income Statement	
Other operating costs	(11,720)
Depreciation and amortization	10,286
Interest expense	4,021
Net loss	**2,587**

The reconciliation between the amounts of lease liabilities recognized at initial adoption of IFRS 16 and the amount of operating lease commitments disclosed in the Notes to the consolidated financial statements for the year ended June 30, 2018 is as follows:

Lease liabilities - Recognized at initial adoption	
	(US$'000)
Operating lease commitments at June 30, 2018	**32,135**
Discounted at the date of initial adoption at weighted average rate of 9.8%	26,228
Short-term leases not included in lease liabilities	(915)
Renewal options not included in commitments	28,055
Lease not included in commitments	823
Lease liabilities at July 1, 2018 after initial adoption	**54,191**

3.3 Intangible assets

3.3.1 Goodwill

Goodwill represents the excess of the cost of a business combination over the total acquisition date fair value of the identifiable assets, liabilities and contingent liabilities acquired.

Cost comprises the fair value of assets given, liabilities assumed and equity instruments issued, plus the amount of any non-controlling interests in the capital plus, if the business combination is achieved in stages, the fair value of the existing equity interest in the capital. Contingent consideration is included in cost at its acquisition date fair value and, in the case of contingent consideration classified as a financial liability, re-measured subsequently through the consolidated statement of profit or loss and other comprehensive income. Direct costs of acquisition are expensed immediately.

Goodwill is capitalized as an intangible asset with any impairment in carrying value being charged to the consolidated statements of profit or loss and other comprehensive income. Where the fair value of identifiable assets, liabilities and contingent liabilities exceed the fair value of consideration paid, the excess is credited in full to the consolidated statements of profit or loss and other comprehensive loss on the acquisition date.

3.3.2 Other intangible assets

Externally acquired intangible assets are initially recognized at cost and subsequently amortized on a straight-line basis over their useful economic lives.

Intangible assets are recognized on business combinations if they are separable from the acquired entity or give rise to other contractual/legal rights. The amounts ascribed to such intangibles are arrived at by using appropriate valuation techniques (see section related to critical estimates and judgements above).

Expenditure on internally developed products is capitalized if it can be demonstrated that:

- it is technically feasible to develop the product for it to be sold
- adequate resources are available to complete the development
- there is an intention to complete and sell the product
- the Group is able to sell the product
- sale of the product will generate future economic benefits, and
- expenditure on the project can be measured reliably

Capitalized development costs are amortized over the periods the Group expects to benefit from selling the products developed. The amortization expense is included within the “Depreciation and amortization” line in the consolidated statements of profit or loss and other comprehensive income. Development expenditures not satisfying the above criteria and expenditures associated with the research phase of internal projects is charged out in the consolidated statements of profit or loss and other comprehensive loss.

The significant intangibles recognized by the Group, their useful economic lives and the methods used to determine the cost of intangibles acquired in a business combination are as follows:

Intangible Asset	Useful economic life	Valuation method
Customer lists	5 - 6 years	Straight line
Software	3 - 5 years	Straight line

3.4 Impairment of non-financial assets

Goodwill and other intangibles:

Impairment tests on goodwill and other intangible assets with indefinite useful economic lives are undertaken annually at the financial year end. Additionally, these assets are subject to impairment tests whenever events or changes in circumstances which indicate that their carrying amount may not be recoverable. In those instances where the carrying value of an asset exceeds its recoverable amount (i.e. the higher of value in use and fair value less costs to sell), the asset is written down accordingly.

When it is not possible to estimate the recoverable amount of an individual asset, the impairment test is carried out on the smallest group of assets to which it belongs for which there are separately identifiable cash flows; its cash generating units (“CGUs”).

Goodwill is allocated on initial recognition to each of the Group’s CGUs that are expected to benefit from a business combination that gives rise to the goodwill.

Property, Plant and Equipment:

The carrying amounts of the Group’s assets including right-of-use assets are reviewed at the end of each reporting period to determine whether there is any indication of impairment loss. If any such indication exists, the asset’s recoverable amount is estimated in order to determine the extent of the impairment loss, if any. An impairment loss is recognized for the amount by which the asset’s carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset’s fair value less cost to sell and value in use. Impairment losses are charged to the consolidated statement of comprehensive income in other operating expenses. During the years ended June 30, 2019 and 2018, no impairments have been recorded.

Impairment charges are included in the consolidated statements of profit or loss and other comprehensive loss, except to the extent they reverse gains previously recognized in other comprehensive income. An impairment loss recognized for goodwill is not reversed.

3.5 Financial instruments

3.5.1 Adoption of IFRS 9, Financial Instruments

IFRS 9 effective for annual periods beginning on or after January 1, 2018, contains new requirements that cover classification and measurement, impairment, and hedge accounting. It replaces the rules based model in IAS 39 with an approach that bases classification and measurement on the business model of an entity and on the cash flows associated with each financial asset.

For classification and measurement of the financial liabilities designated as fair value through profit and loss, IFRS 9 requires that changes in own credit risk should generally be recognized directly in other comprehensive income. IFRS 9 sets out a new forward looking 'expected credit loss (ECL)' model which replaces IAS 39 incurred loss model for the following:

- Trade receivables, Initial Receivables, Renewal Receivables and contract assets – For the various receivable balances which we maintain with our 3rd party customers, the individual subsidiaries perform an analysis on the collectability of the receivable and apply any applicable reserve which is then recorded through consolidated statements of profits and loss and other comprehensive income.
- The Company does perform an overall review on the overall health of the clients and deem that there is no significant risk in a similar fashion that an expected credit loss model would produce. This will include a review of any public information available regarding the customer including, but not limited to, Securities and Exchange Commission (SEC) filings, press releases and analysts commentary.

The Group adopted IFRS 9, which addresses the classification, measurement and de-recognition of financial assets and financial liabilities, on July 1, 2018, considering the cumulative impact at this date in assessing whether an adjustment to opening reserves is required.

Based on the information, the Group analyzed the financial instruments within its consolidated statements of financial position and deems that the impact of IFRS 9 is either nil or immaterial to the financial statements.

The Group classifies its financial assets and financial liabilities at initial recognition into the following categories in accordance with application of IFRS 9 Financials Instruments.

3.5.2 Financial assets

The Group classifies all its financial assets at amortized cost. The Group has not classified any of its financial assets as fair value through profit or loss.

The Group includes in this category trade and other receivables, deposits, due from related parties and cash and cash equivalents.

These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They arise principally through the provision of goods and services to customers (e.g. trade receivables), but also incorporate other types of contractual monetary asset.

They are initially recognized at fair value plus transaction costs that are directly attributable to their acquisition or issue, and are subsequently carried at amortized cost using the effective interest rate method, less provision for impairment.

For impairment provisions, the Group applies the IFRS 9 simplified approach to measure expected credit losses using a lifetime expected credit loss provision for trade receivables to measure expected credit losses on a collective basis. Trade receivables are grouped based on a similar credit risk and ageing. Our historic treatment is not materially different to the simplified approach under IFRS 9. The Company measures ECL and recognizes credit loss allowance at each reporting date. The measurement of ECL reflects: (i) an unbiased and probability weighted amount that is determined by evaluating a range of possible outcomes, (ii) time value of money and (iii) all reasonable and supportable information that is available without undue cost and effort at the end of each reporting period about past events, current

conditions and forecasts of future conditions. The expected loss rates are based on the Group's historical credit losses experienced over the three year period prior to the period end. The historical loss rates are then adjusted for current and forward-looking information on macroeconomic factors affecting the Group's customers. The Group has identified the gross domestic product (GDP), unemployment rate and inflation rate as the key macroeconomic factors in the countries where the Group operates. Other financial assets includes time deposits and other receivables, and the Group has determined that credit risk has not increased significantly on those assets and considers to have low credit risks at the reporting date.

The Group applies the IFRS 9 general approach to measure expected credit losses using a lifetime expected credit loss provision for related party balances to measure expected credit losses on a collective basis.

From time to time, the Group elects to renegotiate the terms of trade receivables due from customers with which it has previously had a good trading history. Such renegotiations will lead to changes in the timing of payments rather than changes to the amounts owed and, in consequence, the new expected cash flows are discounted at the original effective interest rate and any resulting difference to the carrying value is recognized in the consolidated statement of comprehensive income (operating profit).

The Group's assets at amortized costs comprise trade and other receivables and cash and cash equivalents in the consolidated statement of financial position.

Cash and cash equivalents includes cash in hand, deposits held at call with banks, and other short term highly liquid investments with original maturities of three months or less.

3.5.3 Financial liabilities

The Group classifies its financial liabilities into one of two categories, depending on the purpose for which the liability was acquired.

Fair value through profit and loss ("FVTPL"):

The warrant liability is classified as a financial liability at FVTPL and valued using the Monte Carlo simulation. Financial liabilities at FVTPL are stated at fair value, with any gains or losses arising on re-measurement recognized in profit or loss.

Other financial liabilities:

The Group includes in this category trade and other payables, borrowings, and due to related parties.

Trade payables and other short-term monetary liabilities, which are initially recognized at fair value and subsequently carried at amortized cost using the effective interest method. Gains and losses are recognized in the Statement of profit or loss and other comprehensive income/loss when the liabilities are derecognized as well as through the effective interest rate method amortization process. The effective interest method is a method of calculating the amortized cost of a financial liability and of allocating interest costs over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments through the expected life of the financial liability or (where appropriate) to the net carrying amount on initial recognition.

Fair value estimates are made at a specific point in time, based on relevant market information and information about the financial instruments. These estimates are subjective in nature and involve uncertainties and matters of significant judgment. Changes in assumptions could significantly affect the estimates.

Other financial liabilities are initially recognized at fair value net of any transaction costs directly attributable to the issue of the instrument.

Interest bearing liabilities are subsequently measured at amortized cost using the effective interest rate method, which ensures that any interest expense over the period to repayment is at a constant rate on the balance of the liability carried in the consolidated statement of financial position.

For the purposes of each financial liability, interest expense includes initial transaction costs and any premium payable on redemption, as well as any interest or coupon payable while the liability is outstanding.

Receivables and payables made to the Group companies outside the control of IBEX Limited are presented under the heading due to/from related parties. When denominated in a currency other than the US dollar, they are translated to US dollar at closing rates. Related parties receivables and payables are initially recognized at fair value and subsequently measured at amortized cost.

3.6 Renewal receivables

Renewal receivables are recognized against insurance commission on policies already sold but expected to be renewed and collected in future years. These expected revenues are estimated based on historical policy retention patterns and discounted at an appropriate discount rate. Renewal receivables are subsequently adjusted when related revenue is realized or in the event where the policies are not renewed. Renewal receivables are recognized and measured in accordance with the provisions of IFRS 15 - Revenue from Contracts with Customers. Renewal receivables are related to discontinued operations described in Note 30.3.

3.7 Trade receivables

Trade receivables are recognized and carried at original invoice amount less an allowance for expected credit losses.

3.8 Cash and cash equivalents

Cash and cash equivalents includes cash in hand, deposits held at call with banks, other short term highly liquid investments with original maturities of three months or less, and for the purpose of the statement of cash flows - bank overdrafts. Bank overdrafts are shown within loans and borrowings in current liabilities on the consolidated statement of financial position.

3.9 Adoption of IFRS 15 Revenue from Contracts with Customers

Revenues are measured at the fair value of the consideration received or receivable, net of discounts and related taxes.

In May 2014, the International Accounting Standards Board (IASB) issued IFRS 15, Revenue from Contract with Customers. The core principle of the new standard is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Further, the new standard requires enhanced disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from the entity’s contracts with customers.

This standard was mandatory for the accounting period beginning on January 1, 2018, and has been applied with Cumulative catch-up approach on July 1, 2018.

IFRS 15 lays out a five step process to ascertain the amount and timing of revenue that should be recognized.

- Step 1: Identify the contract: The Company determines whether a contract exists between the reporting entity and customers that identifies rights, payment terms, has commercial substance and basis for collectability can be determined.
- Step 2: Identify the Performance Obligations: The Company reviews the nature of the goods or service to be rendered in the contract and whether these are distinct. The reporting entity should recognize the revenue when it satisfies the performance obligations.
- Step 3: Determine the transaction price: The amount of consideration expected to be received is defined which may be fixed or variable. With variable consideration the reporting entity can reasonably estimate the expected consideration. This step includes consideration of the various criteria which need to be identified and analyzed in determining whether revenues are fixed, variable or both.
- Step 4: Allocate the transaction price to the performance obligations in the contracts – Where separate performance obligations exist, the reporting entity allocates and assigns the consideration to the respective performance obligations.
- Step 5: Revenue Recognition: Recognize revenue to when the entity satisfies the performance obligations.

The standard permits two possible methods of transition:

- Full retrospective approach - Under this approach the standard will be applied retrospectively to each prior reporting period presented in accordance with IAS 8 - Accounting Policies, Changes in Accounting Estimates and Errors.
- Cumulative catch-up approach - Retrospectively with cumulative effect of initially applying the standard recognized at the date of initial application.

See below for impact of IFRS 15 (Note 3.9.1).

Customer Management

Revenues from the Customer Engagement and Customer Expansion divisions of the Customer Management (“Customer Mgmt”) segment are recognized over the period as the services are performed on the basis of the number of billable hours or other contractually agreed metrics. Revenues from inbound and outbound telephonic and internet-based communication services that are customized to the customers’ needs are recognized at the contractual rates as services are provided. Revenues for the initial training that occurs upon commencement of a new client contract are deferred and recognized over the estimated life of the client program if that training is billed separately to a client. Training revenues are then recognized on a straight-line basis over the life of the client contract, as it is not considered to have a standalone value to the customer. The related expenses are immediately charged to the income statement as incurred. Revenues are recognized in the amount as per the contractual billing rights which the segment has a right to invoice.

Customer Experience revenues are recognized over the period of a client’s subscription contract on a basis that reflects usage of the product at the client’s location. Revenues and expenses related to set-up fees to

customize the customer experience solution for client's specific needs are deferred and recognized on a straight-line basis over the period in which the related service delivery is expected to be performed. Revenues related to additional consulting services are recognized over the period as the related services are performed on a per hour basis.

As a result of the adoption of IFRS 15 IBEX Global Limited was impacted by the deferral of training revenues. As the revenues generated from training did not qualify to be treated as a performance obligation, the requirement was to defer those revenues over the life of the agreement, which are typically 1- 1.5 years.

The associated costs for most clients under the new guidance requires that all costs associated with training are immediately recognized into expense in accordance with IAS 38, as IFRS 15 defers to IAS 38 regarding costs associated with training. Consistent with the cumulative catch – up approach, IBEX Global Limited has adjusted the prior period amount as an opening balance sheet adjustment, effective July 1, 2018 rather than adjusting the prior period amounts.

Customer Acquisition

Revenues from the Customer Acquisition ("Customer Acq") segment are recognized upon the successful purchase of clients' services as reported to the Group in monthly, semi-monthly or weekly intervals by clients. The data provided by clients to the Group include detail on pricing and product level activations from all channels (i.e. web-portal orders, call center orders, or affiliate or partner orders placed on the Group's behalf) on the basis of which the clients calculate the payments owed to the Group. The payments received are reconciled to the activation data transmitted to the Group by the clients. Revenue is recognized from this segment at this point of time.

Revenues from the ETQ consist of commissions earned primarily from the sale by the Group to senior citizens and other eligible recipients (e.g. people with disabilities) of Medicare private insurance policies offered by leading U.S. insurance carriers. The commissions earned are dependent on the type of Medicare product sold, where the insured is based and the month in which the policy becomes effective. The commissions are based on a pre-determined rate card for which guidance and ranges are set by the regulatory body - CMS (Center for Medicare and Medicaid). The Company recognizes revenue on the sale date of the insurance policy after taking appropriate provisions for any cancellations during the first year of sale.

Costs of fulfilling contracts do not result in the recognition of an asset as the majority of revenue is recognized at a point in time and control of the asset is transferred to the customer when the service is transferred therefore no asset in relation to costs to fulfil contracts has been recognized. In relation to costs incurred to obtain a contract, no asset is recognized because the majority of costs (i.e. travel, employee commission, administrative expenses) are short-term in nature and also insignificant therefore they are recognized in the profit and loss account when incurred.

3.9.1 Impact of the adoption of IFRS 15

The Group has elected to adopt utilizing the full cumulative catch-up approach - Retrospectively with cumulative effect of initially applying the standard recognized at the date of initial application.

As of June 30, 2019				
		DR / (CR)		
		(US$'000)		
		IFRS 15 Impact		
Account	Excluding impact of IFRS 15 Adoption	Customer Mgmt	Customer Acq	As Reported
Assets				
Deferred expenses (ST / LT)	661	(661)	—	—
Liabilities				
Deferred revenue (ST / LT)	(3,386)	(1,755)	—	(5,141)
Current tax liability	(1,386)	(81)	—	(1,467)
Equity				
Accumulated Deficit	114,679	2,497	—	117,176

For the year ended June 30, 2019				
		DR / (CR)		
		(US$'000)		
		IFRS 15 Impact		
Account	Excluding impact of IFRS 15 Adoption	Customer Mgmt	Customer Acq	As Reported
		Continuing Operations	Continuing Operations	Continuing Operations
Income Statement				
Revenues & Other income	369,532	1,152	—	368,380
Payroll and related costs & share-based payments	260,426	(1,747)	—	258,679
Other operating costs	110,935	(330)	—	110,605
Income tax expense	3,534	81	—	3,615
Net income	**(5,363)**	**(844)**	**—**	**(4,519)**

Impact of IFRS 15 on discontinued operation is $3.1 million in the consolidated statement of profit or loss and comprehensive income during the year ended June 30, 2019.

July 1, 2018 Opening Balance Sheet Adjustment				
		DR / (CR)		
		(US$'000)		
		IFRS 15 Impact		
Account	June 30, 2018 Excluding impact of IFRS 15 Adoption	Customer Mgmt	Customer Acq	As Reported, July 1, 2018
Assets				
Renewal Receivables (ST / LT)	35,900	—	220	36,120
Initial Commission Receivable	(898)	—	1,041	143
Deferred expenses (ST / LT)	2,738	(2,738)	—	—
Liabilities				
Deferred revenue (ST / LT)	(6,365)	(603)	—	(6,968)
Equity				
Accumulated Deficit	126,061	3,341	(1,261)	128,141

Customer Management:

Revenue for the initial training that occurs upon commencement of a new client contract is deferred over the estimated life of the client program and matched against the associated expenses if that training is billed separately to a client. Training revenue is then recognized on a straight-line basis over the life of the client contract as it is not considered to have a standalone value to the customer. These costs are immediately charged to the income statement as incurred with the adoption of IFRS 15. Prior to IFRS 15, training cost were deferred over the life of the contract.

Customer Acquisition:

The commission revenues are earned primarily from the sale of Medicare Insurance policies. It assists eligible consumers, US senior citizens or other eligible recipients (e.g. disabled people) to select between Medicare products offered by leading private insurance carriers in the US.

Once the Carrier accepts a new insured, a carrier confirmation number is generated and the sale is made on the date the policy comes into effect. The Carrier then pays a commission to Company at the agreed rates for the first full year (initial year) of the policy. Historically, the Company recognizes revenue on the effective date of the insurance policy. As a result of IFRS 15, the Company will record the revenue based on the sales date, which represents the issuance of the confirmation number from the carrier and is earlier than the use of the effective date.

3.10 Provisions

A provision is recognized in the statement of financial position when the Group has a legal or constructive obligation as a result of a past event; it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

The Group has recognized provisions against legal disputes. Provisions are made for costs to defend legal disputes where it is considered that an outflow of economic benefit is probable. Provisions are measured at the present value of the expenditures expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the obligation. The increase in the provision due to passage of time is recognized as interest expense. Provisions are reviewed at each statement of financial position date and adjusted to reflect the current best estimate.

3.11 Profit or loss from discontinued operations

A discontinued operation is a component of the Group that either has been disposed of, or is classified as held for sale. Profit or loss from discontinued operations comprises the post-tax profit or loss of discontinued operations and the post-tax gain or loss recognized on the measurement to fair value less costs to sell or on the disposal group(s) constituting the discontinued operation (see also Note 30.3).

3.12 Retirement benefits

Defined contribution pension schemes

Contributions to defined contribution pension schemes are charged to the consolidated statement of profit or loss and other comprehensive income in the year to which they relate.

United States based subsidiaries

The Group's United States ("US") based subsidiaries have qualified defined contribution plans. Employees who meet certain eligibility requirements, as defined, are able to contribute up to federal annual maximums. The Retirement Plan provides for company matching contributions of 25.0% of the first 6.0% of employee contributions to the Retirement Plan, which vests 25.0% per year over a four-year period.

TRG Marketing Solutions Limited

This subsidiary operates a defined contribution pension plan with a third party. Under this scheme, TRG Marketing Solutions Limited makes contributions for employees who have not opted out of the voluntary pension scheme.

Virtual World (Private) Limited and IBEX Global Solutions (Private) Limited

Virtual World (Private) Limited, IBEX Global Solutions (Private) Limited, and DS (Private) Limited operate a defined contribution plan (i.e. recognized provident fund scheme) for all its permanent employees. Equal monthly contributions at the rate of 6.5% of the basic salary (Virtual World (Private) Limited) and 6.5% of the gross salary (IBEX Global Solutions (Private) Limited and DGS (Private) Limited) are made to the Provident Fund (the Fund) both by the subsidiaries and the employees of the respective entities. The assets of the Fund are held separately under the control of trustees for such fund. Contributions made by the subsidiaries are charged to the consolidated statement of profit or loss and other comprehensive income.

Defined benefit schemes

Defined benefit scheme surpluses and deficits are measured at:

- The fair value of plan assets at the reporting date; less
- Plan liabilities calculated using the projected unit credit method discounted to its present value using yields available on high quality corporate bonds that have maturity dates approximating to the terms of the liabilities and are denominated in the same currency as the post-employment benefit obligations; less
- The effect of minimum funding requirements agreed with scheme trustees

Re-measurements of the net defined obligation are recognized directly within other comprehensive income. The re-measurements include:

- Actuarial gains and losses
- Return on plan assets (interest exclusive)
- Any asset ceiling effects (interest exclusive)

Service costs are recognized in the consolidated statement of profit or loss and other comprehensive income, and include current and past service costs as well as gains and losses on curtailments.

Net interest expense / income is recognized in the consolidated statement of profit or loss and other comprehensive income, and is calculated by applying the discount rate used to measure the defined benefit obligation / asset at the beginning of the annual period to the balance of the net defined benefit obligation / asset, considering the effects of contributions and benefit payments during the period.

Gains or losses arising from changes to scheme benefits or scheme curtailment are recognized immediately in the consolidated statement of profit or loss and other comprehensive income. Settlements of defined benefit schemes are recognized in the period in which the settlement occurs.

IBEX Philippines, Inc. and IBEX Global Solutions (Philippines) Inc. operate an unfunded defined benefit scheme.

Under the plan, pension costs are actuarially determined using the projected unit credit method. This method considers each period of service as giving rise to an additional unit of benefit entitlement and measures each unit separately to build up the final obligation. Gains or losses on the curtailment or settlement of pension benefits are recognized when the curtailment or settlement occurs. All actuarial gains and losses are recognized in the year in which they arise, with re-measurements presented within other comprehensive income. The net interest cost is derived by applying a single discount rate to the net surplus or deficit of the fund.

3.13 Share-based payments

In December 2018, the Group terminated both the Stock Option Plan as well as the Phantom Plan, with the exception of those in IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, and IBEX Global Jamaica Limited. The Group in the same period issued the Restricted Share Plan (RSA). The details of the share-based compensation plans are given in Note 19 (Share based compensation plans) to these consolidated financial statements.

The Company uses the fair value method of accounting for both, the share options and restricted stock award plan. The fair value of these share options are estimated using the Black-Scholes pricing model. The measurement of share options at fair value is based on the Black-Scholes option pricing model taking into account the following variables:

- The share price.
- The strike price.
- Volatility determined based on historical prices of our shares.
- The duration, which has been estimated as the difference between the valuation date of the warrant plans and final exercise date.
- The risk free interest rate.

The measurement of the RSA plan is based on the valuation provided by a third party valuation firm which the Group applied as the Fair Value of the awards.

The Group recognizes compensation expense for stock options on an accelerated basis over the requisite service period of the award. Any excess tax benefits or expense related to employee share-based payments, if any, are recognized as income tax benefit or expense in the consolidated statements of comprehensive loss when the awards vest or are settled.

The Group also operates a Phantom share option scheme (a cash settled share-based payment). An option pricing model (Black Scholes) is used to measure the Group's liability at each reporting date, taking into account the terms and conditions and the extent to which employees have rendered service. Movements in the liability (other than cash payments) are recognized in the consolidated statement of profit or loss and other comprehensive income.

3.14 Warrant Shares

The Company accounts for the warrants to purchase its common shares in accordance with the provisions of IAS 32 − Financial Instruments: Presentation and IFRS 9 – Financial Instruments. The Company classifies as assets or liabilities any contracts that (i) require net-cash settlement (including a requirement to net-cash settle the contract if an event occurs and if that event is outside the control of the Company) or (ii) gives the counterparty a choice of net-cash settlement or settlement in shares (physical settlement or net-share settlement).

The Company assessed the classification of warrant as of the date it was issued and determined that such instruments met the criteria for liability classification. The warrant is reported on the consolidated statement of financial position as a liability at fair value using the Black-Scholes valuation method. The initial value was recorded as a long term liability on the consolidated statements of financial position with the common shares underlying the warrant which have vested recorded as contra revenue and the remainder recorded to long term assets.

The total fair value of the warrant liability is determined at the end of each reporting period by multiplying the fair value of a warrant by the total number of warrants that are expected to vest under the arrangement based on the satisfaction of the specified revenue milestones provided in the warrant. The total number of warrants that are expected to vest is based upon the cumulative revenues that are expected, as determined at the end of each reporting period, to be earned from Amazon during a period of 7.5 years ending on June 30, 2024.

In December 2017, the Group elected to utilize the Black Scholes valuation model to calculate the fair value of the Amazon warrants as the imminent IPO was anticipated to be $14.0 to $15.0, which would have no impact on the warrant's strike price. As the IPO did not consummate in March 2018 as anticipated, the Monte Carlo simulation was used to value the warrants in June 2018 to capture the anti-dilution feature if a qualified IPO were to occur within the next year for calculating the value of the warrants.

The measurement of the warrant at fair value as of the initial measurement date is based on the Black Scholes valuation model taking into account the following variables:

- The share price.
- The strike price.
- Volatility determined based on historical prices of our shares.
- The duration, which has been estimated as the difference between the valuation date of the warrant plans and final exercise date.
- The risk free interest rate.

At the end of each reporting period, the Company has fair valued the warrant liability with changes in fair value through profit and loss. For the year ended June 30, 2019 and June 30, 2018, the Company used the Monte Carlo simulation, which requires the input of subjective assumptions, including the expected volatility and the expected term.

Given the absence of an active market for the common shares, the Company is required to estimate the fair value of its common shares at the time of each grant.

The Company considers a variety of factors in estimating the fair value of its common shares on each measurement date, including:

- the Company's historical and projected operating and financial performance;
- the Company's introduction of new products and services;
- the Company's completion of strategic acquisitions;
- the Company's stage of development;
- the global economic outlook and its expected impact on the Company's business; and
- the market performance of comparable companies.

The long-term asset will be amortized on a systematic basis over the life of the arrangement as revenue is recognized for the transfer of the related goods or services as included Note 3.9 (Customer Management). The Company will review the asset on a reporting period basis to determine whether an impairment is required. In the event that an impairment is needed, the company will reduce the asset and offset to revenues.

3.15 Income taxes

Current tax

Current tax expense is based on taxable income at the current rates of taxation of the respective jurisdictions after taking into account applicable tax credits, rebates and exemptions available, if any.

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions, where appropriate, on the basis of amounts management expects to pay to the tax authorities. Any such provisions are based on estimates and are subject to changing facts and circumstances considering the progress of ongoing tax audits, case law and new legislation.

Deferred tax

Deferred tax assets and liabilities are recognized where the carrying amount of an asset or liability in the consolidated statement of financial position differs from its tax base, except for differences arising on:

- The initial recognition of goodwill
- The initial recognition of an asset or liability in a transaction which is not a business combination and at the time of the transaction affects neither accounting or taxable profit, and
- Investments in subsidiaries and jointly controlled entities where the Group is able to control the timing of the reversal of the difference and it is probable that the difference will not reverse in the foreseeable future

Recognition of deferred tax assets is restricted to those instances where it is probable that taxable profit will be available against which the difference can be utilized.

The amount of the asset or liability is determined using tax rates that have been enacted or substantively enacted by the reporting date and are expected to apply when the deferred tax liabilities / assets are settled / recovered.

Deferred tax assets and liabilities are offset when the Group has a legally enforceable right to offset current tax assets and liabilities and the deferred tax assets and liabilities relate to taxes levied by the same tax authority on either:

- The same taxable group company, or
- Different group entities which intend either to settle current tax assets and liabilities on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax assets or liabilities are expected to be settled or recovered.

3.16 Foreign Currency

Foreign currency translation

Transactions entered into by Group entities in a currency other than the currency of the primary economic environment in which they operate (their “Functional Currency”) are recorded at the rates ruling when the transactions occur. Foreign currency monetary assets and liabilities are translated at the rates ruling at the reporting date. Exchange differences arising on the retranslation of unsettled monetary assets and liabilities are recognized immediately in the consolidated statement of profit or loss and other comprehensive loss. The net exchange losses amounted to $1.3 million (June 30, 2018: $0.4 million) for the year ended June 30, 2019.

On consolidation, the results of overseas operations are translated into dollars at rates approximating to those ruling when the transactions took place. All assets and liabilities of overseas operations, including goodwill arising on the acquisition of those operations, are translated at the rate ruling at the reporting date. Exchange differences arising on translating the opening net assets at the opening rate and the results of

overseas operations at the actual rate are recognized in other comprehensive income and accumulated in the foreign exchange reserve. Exchange differences recognized profit or loss in Group entities' separate consolidated financial statements on the translation of long term monetary items forming part of the Group's net investment in the overseas operation concerned are reclassified to other comprehensive income and accumulated in the foreign exchange reserve on consolidation.

On disposal of a foreign operation, the cumulative exchange differences recognized in the foreign exchange reserve relating to that operation up to the date of disposal are transferred to the consolidated statement of profit or loss and other comprehensive income as part of the profit or loss on disposal.

Transactions denominated in foreign currencies are translated into $USD at the exchange rate at the end of the previous month-end. Monetary items in the statement of financial position are translated at the closing rate at each reporting date and the relevant translation adjustments are recognized in financial result.

3.17 Offsetting of financial assets and financial liabilities

Financial assets and financial liabilities are offset when the entity has a legally enforceable right to offset the recognized amounts and intends either to settle these on net basis or to realize the assets and settle the liabilities simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business and in the event of default, insolvency or winding up of the entity or the counterparties.

3.18 Dividend

Dividends declared subsequent to the balance sheet date are considered as non-adjusting events and are recognized in the consolidated financial statements in the year in which such dividends are approved / transfers are made.

3.19 Standards, interpretations and amendments not yet effective

On February 2018, the IASB issued amendments to the guidance in IAS 19, 'Employee Benefits', in connection with accounting for plan amendments, curtailments and settlements.

The amendments require an entity:

- to use updated assumptions to determine current service cost and net interest for the remainder of the period after a plan amendment, curtailment or settlement; and
- to recognize in profit or loss as part of past service cost, or a gain or loss on settlement, any reduction in a surplus, even if that surplus was not previously recognized because of the impact of the asset ceiling.

The effective date for application of this amendment is the annual period beginning on or after January 1, 2019, though an early application is permitted. The Group is evaluating the effect of this amendment on the consolidated financial statements.

In June 2017, the International Accounting Standards Board (IASB) issued IFRS interpretation IFRIC 23 Uncertainty over Income Tax Treatments which is to be applied while performing the determination of taxable profit (or loss), tax bases, unused tax losses, unused tax credits and tax rates, when there is

uncertainty over income tax treatments under IAS 12. According to IFRIC 23, companies need to determine the probability of the relevant tax authority accepting each tax treatment, or group of tax treatments, that the companies have used or plan to use in their income tax filing which has to be considered to compute the most likely amount or the expected value of the tax treatment when determining taxable profit (tax loss), tax bases, unused tax losses, unused tax credits and tax rates.

The standard permits two possible methods of transition:

- Full retrospective approach – Under this approach, IFRIC 23 will be applied retrospectively to each prior reporting period presented in accordance with IAS 8 – Accounting Policies, Changes in Accounting Estimates and Errors.
- Retrospectively with cumulative effect of initially applying IFRIC 23 recognized by adjusting equity on initial application, without adjusting comparatives.

The effective date for adoption of IFRIC 23 is annual periods beginning on or after January 1, 2019 and the Group is currently evaluating the requirements of IFRIC 23 and the impact on the consolidated financial statements.

4. GOODWILL

	June 30, 2019	June 30, 2018
	(US$'000)	
Goodwill as of beginning of the year	11,832	11,832
Goodwill acquired during the year	—	—
Goodwill impaired during the year	—	—
Goodwill as of end of the year	**11,832**	**11,832**

A cash-generating unit (CGU) is the smallest group of assets that independently generates cash flow and whose cash flow is largely independent of the cash flows generated by other assets. Goodwill arose on various historical acquisitions made by predecessor companies and at June 30, 2019 and June 30, 2018, the carrying amount of goodwill is allocated as follows:

	June 30, 2019	June 30, 2018
	(US$'000)	
IBEX (BPO division)	11,626	11,626
DGS (Customer Acquisition division)	206	206
	11,832	**11,832**

The calculation of value in use for the business operations is most sensitive to changes in the following assumptions which are discussed below, together with the amounts by which these key assumptions would have to change (independent of other changes in assumptions) for an impairment to arise. Management has calculated the recoverable amount of the cash generating unit to exceed its carrying amount by $271.8 million:

Testing for impairment of goodwill

Key assumptions applied in impairment testing

The recoverable amounts of all the CGUs have been determined from value in use calculations based on cash flow projections from formally approved budgets covering a five year period from 2019 to 2023. The first year of the projections is based on detailed budgets prepared by management as part of the Group's performance and control procedures. Subsequent years are based on extrapolations using the key assumptions listed below which are management approved projections. The discount rate applied to cash flow projections beyond five-years is extrapolated using a terminal growth rate which represents the expected long-term growth rate of the Business Process Outsourcing ("BPO") sector.

The following rates were used by the Group for the years ended June 30, 2019 and 2018:

	Average revenue growth rate	Average Gross Margin	Discount Rate	Terminal Growth Rate
	%	%	%	%
June 30, 2019	5.6	25.5	10.6	5
June 30, 2018	6.7	18.7	11.5	5

The calculation of value in use for the business operations is most sensitive to changes in the following assumptions:

Revenue growth

Revenue growth assumptions have been derived from projections prepared by management. Management is of the view that these assumptions are reasonable considering current market conditions. An impairment in the carrying value of goodwill would not arise if the 2020-2023 average revenue growth rate declined to nil.

Cost of sales and gross margin

Cost of sales has been projected on the basis of multiple strategies planned by management to ensure profitable operations. These strategies include cost minimization mechanisms such as offshore migration of labor, centralization of support activities and increasing efficiency of service delivery, resulting in improved gross margins over the forecasted period. An impairment in the carrying value of goodwill would not arise even if the 2020 estimated gross margin is decreased significantly.

Discount rate

Discount rates reflect management estimates of the rate of return required for the business and are calculated after taking into account the prevailing risk-free rate, industry risk and business risk. Discount rates are calculated using the weighted average cost of capital. An impairment in the carrying value of goodwill would not arise if the weighted average cost of capital were to increase significantly.

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5. OTHER INTANGIBLE ASSETS

	Patents	Trademarks	Customer lists	Software	Total
			(US$'000)		
Cost					
At July 1, 2018	541	371	2,817	18,348	22,077
Additions	—	—	—	622	622
Foreign exchange movements	—	—	—	28	28
Disposal of subsidiary	—	—	—	(534)	(534)
At June 30, 2019	541	371	2,817	18,464	22,193
Accumulated amortization and impairment					
At July 1, 2018	196	—	2,187	15,513	17,896
Disposal of subsidiary	—	—	—	(521)	(521)
Impairment charge for the year	—	—	163	—	163
Amortization charge for the year	—	—	127	1,600	1,727
At June 30, 2019	196	—	2,477	16,592	19,265
Net book value					
At June 30, 2019	**345**	**371**	**340**	**1,872**	**2,928**
At June 30, 2018	345	371	630	2,835	4,181
Cost					
At July 1, 2017	541	371	2,742	17,921	21,575
Additions	—	—	75	506	581
Foreign exchange movements	—	—	—	(5)	(5)
Disposal	—	—	—	(74)	(74)
At June 30, 2018	541	371	2,817	18,348	22,077
Accumulated amortization					
At July 1, 2017	196	—	1,950	13,462	15,608
Amortization charge for the year	—	—	237	2,051	2,288
At June 30, 2018	196	—	2,187	15,513	17,896
Net book value					
At June 30, 2018	**345**	**371**	**630**	**2,835**	**4,181**
At June 30, 2017	345	371	792	4,459	5,967
Amortization Rate			**16.67% to 50.00%**	**20.00% to 33.33%**	
Estimated remaining useful life					
Customer Lists			5 - 6 Years		
Software			3 - 5 Years		

Amortization charge for the years ended June 30, 2019 and 2018 comprise of:

	June 30, 2019	June 30, 2018
	(US$'000)	
Amortization from continued operations	1,722	2,273
Amortization from discontinued operations	5	15
Total	**1,727**	**2,288**

5.1 Net book value of software licenses held under finance lease is $0.3 million as of June 30, 2019 (June 30, 2018: $0.2 million).

5.2 As of June 30, 2019, Software includes, on a net basis, $0.4 million (June 30, 2018: $0.8 million) capitalized for an internally generated software tool titled as "Clearview". Management has assessed the useful life of Clearview to be five years.

5.3 Trademarks and patents are capitalized at cost of acquisition and are not amortized but are tested for impairment annually. Trademarks and patents have an indefinite life on the grounds of the proven longevity of the trademarks or patents and the Group's commitment to maintaining those trademarks or patents.

5.4 Estimated amortization expense for the next five years is projected to be:

	(USD$)
2020	1.2 millions
2021	0.8 millions
2022	0.2 millions
2023	—
2024	—

During the year ended June 30, 2019, one of the Group's subsidiaries recorded an impairment amounting $0.2 million (2018: nil) which is recognized in other operating costs.

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6. PROPERTY AND EQUIPMENT

	Buildings	Leasehold Improvements	Furniture, fixture and equipment	Computer Equipment	Vehicles	Assets under Construction	Total
				(US$'000)			
Cost							
At July 1, 2018	641	16,585	18,456	39,617	310	33	75,642
Adoption of IFRS 16	52,910	—	—	623	200	—	53,733
At July 1, 2018 - restated	**53,551**	**16,585**	**18,456**	**40,240**	**510**	**33**	**129,375**
Additions	30,925	1,101	2,453	4,034	356	2,781	41,650
Transfer from CWIP	—	—	—	33	—	(33)	—
Foreign exchange movements	(1,599)	(64)	(219)	(456)	(35)	—	(2,373)
Disposal of subsidiary	(8,800)	(301)	(910)	(865)	(10)	—	(10,886)
Disposal	—	(3)	(5)	(2)	(62)	—	(72)
At June 30, 2019	**74,077**	**17,318**	**19,775**	**42,984**	**759**	**2,781**	**157,694**
Accumulated depreciation							
At July 1, 2018	225	10,750	12,267	33,226	275	—	56,743
Disposal of subsidiary	(609)	(56)	(349)	(418)	(4)	—	(1,436)
Charge for the year	10,806	1,980	2,411	4,643	238	—	20,078
At June 30, 2019	**10,422**	**12,674**	**14,329**	**37,451**	**509**	**—**	**75,385**
Net book value							
At June 30, 2019	**63,655**	**4,644**	**5,446**	**5,533**	**250**	**2,781**	**82,309**
At June 30, 2018	416	5,835	6,189	6,391	35	33	18,899
Cost							
At July 1, 2017	538	15,169	16,869	35,790	286	773	69,425
Additions	103	1,634	1,963	3,260	66	24	7,050
Transfer from CWIP	—	—	—	764	—	(764)	—
Foreign exchange movements	—	(209)	(319)	(189)	(3)	—	(720)
Disposal	—	(9)	(57)	(8)	(39)	—	(113)
At June 30, 2018	**641**	**16,585**	**18,456**	**39,617**	**310**	**33**	**75,642**
Accumulated depreciation							
At July 1, 2017	140	8,636	9,447	28,144	244	—	46,611
Charge for the year	85	2,114	2,820	5,082	31	—	10,132
At June 30, 2018	**225**	**10,750**	**12,267**	**33,226**	**275**	**—**	**56,743**
Net book value							
At June 30, 2018	**416**	**5,835**	**6,189**	**6,391**	**35**	**33**	**18,899**
At June 30, 2017	398	6,533	7,422	7,646	42	773	22,814
Depreciation rate	**10.00%**	**20.00% to 33.33%**	**20.00% to 33.33%**	**33.33%**	**20.00%**		

No impairment of property, plant and equipment was recorded in the years ending June 30, 2019 and 2018.

Depreciation charge for the years ended June 30, 2019 and 2018 comprise of:

	June 30, 2019	June 30, 2018
	(US$'000)	
Depreciation from continued operations	19,173	9,910
Depreciation from discontinued operations	905	222
Total	**20,078**	**10,132**

6.1 Net book value of assets held under finance lease is as follows:

	Buildings	Leasehold Improvements	Furniture, fixture and equipment	Computer Equipment	Vehicles	Assets under Construction	Total
			(US$'000)				
June 30, 2019	—	—	—	—	—	—	—
June 30, 2018	—	392	2,637	1,082	17	—	4,128

6.2 Right of use assets comprise of:

	Building	Leasehold Improvements	Furniture, fixture and equipment	Computer Equipment	Vehicles	Assets under Construction	Total
			(US$'000)				
Right-of-use assets							
Balance at July 1, 2018							
Reclassification from prior finance leases at initial adoption	—	367	2,800	376	4	—	3,547
Recognized at initial adoption	52,910	—	—	623	200	—	53,733
Total	**52,910**	**367**	**2,800**	**999**	**204**	**—**	**57,280**
Additions	30,925	98	107	506	224	1,488	33,348
Disposal - net of depreciation	(8,191)	—	(225)	(65)	—	—	(8,481)
Foreign exchange movements	(1,572)	12	70	(131)	(27)	—	(1,648)
Depreciation charge for the year	(10,715)	(156)	(1,432)	(396)	(119)	—	(12,818)
Balance at June 30, 2019	**63,357**	**321**	**1,320**	**913**	**282**	**1,488**	**67,681**

6.3 Lease liabilities:

	June 30, 2019
	(US$'000)
Lease liabilities included in statement of financial position as of June 30, 2019	**69,234**
Current	**10,632**
Non Current	**58,602**

In the previous year, the Group only recognized lease assets and lease liabilities in relation to leases that were classified as 'finance leases' under IAS 17 Leases. The assets were presented in leasehold improvement, building, furniture, and office & computer equipment and vehicles and the liabilities as part of the Group's borrowings. For adjustments recognized on adoption of IFRS 16 on July 1, 2018, please refer to Notes 3.2 and 13.1.

6.4 Description of lease activities:

The Group leases buildings for its offices, equipment and vehicles. Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. Leases are typically made for a fixed period of 3-5 years and may include renewal options, which provide operational flexibility and when recognizing right-of-use assets and lease liabilities, the Group includes certain renewal options where the Group is reasonably assured to exercise the renewal option. The operating leases recognized have reasonably assured lease terms ranging from 2 to 15 years. The Group allocates the consideration in the contract of lease related to the building to the lease and non-lease components based on their relative stand-alone prices.

6.5 Other lease disclosures:

A maturity analysis of lease liability is shown in Note 22.3. The interest expenses on lease liabilities is $4.4 million. The expense incurred relating to short-term leases, not included in the measurement of lease liabilities, is $1.0 million and no other variable lease payments were incurred during the year ended June 30, 2019. The total cash outflow for leases amounted $10.5 million.

The Group recognized 87 leases related to right of use assets. During the year ended June 30, 2019, there were 23 new leases and 6 disposal of leases.

6.6 Security Interest on property and equipment

The net book value of property and equipment at June 30, 2019 and 2018 includes $8.0 million and $11.0 million, respectively, of assets that are pledged as security for borrowings.

7. INVESTMENT IN JOINT VENTURE

On January 1, 2016, one of the subsidiaries of the Group ("the Subsidiary") made a 47.5% investment in a Joint Venture Lake Ball LLC, doing business as Clear Connect, with Innovative Business Solutions ('IBS') with a purpose to procure and sell commercial leads for the Subsidiary's customers. The country of

incorporation and principle place of business of Lake Ball LLC is the United States of America. The investment is accounted for under the equity method of accounting. As of June 30, 2019, the market value of the investment amounts to $0.2 million (June 30, 2018: $0.39 million). The details of the investment are as follows:

	June 30, 2019	June 30, 2018
	(US$'000)	
Opening balance	392	294
Return on investment during the year	(96)	(82)
Dividend received during the year	(420)	(100)
Share of profit for the year	351	280
Ending balance	**227**	**392**

Share of profit for the year ended June 30, 2019 and June 30, 2018 of $0.4 million and $0.3 million, respectively, is included in the other operating costs in statement of profit or loss and comprehensive income.

Summarized financial information of equity accounted Joint Venture from the financial statements of Lake Ball LLC is as follows:

	For the Year Ended	
	June 30, 2019	June 30, 2018
	(US$'000)	
Revenue	2,140	1558
Profit after tax	739	589
Other comprehensive income	—	—
Total comprehensive income / (loss)	**739**	**589**

8. OTHER ASSETS

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Deposits		1,930	1,873
Prepayments	*8.1*	909	888
Other		559	704
Other Assets		**3,398**	**3,465**

8.1 These include prepayments for call center optimization services which are amortized over 120 months.

9. TRADE AND OTHER RECEIVABLES

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Trade receivables			
Trade receivables - gross		65,886	52,038
Less: Allowance for credit losses	*9.1*	(2,209)	(2,244)
Trade receivables - net		63,677	49,794
Less: receivables attributable to related parties, net		(652)	(276)
Trade receivables - net closing balance		**63,025**	**49,518**
Other receivables			
Prepayments		3,149	3,117
Advance Tax		1,457	2,390
VAT receivables		1,039	334
Other receivables		1,091	781
Deposits		1,373	585
		8,109	7,207
		71,134	**56,725**

9.1 Allowance for credit losses

	June 30, 2019	June 30, 2018
	(US$'000)	
Opening balance	2,244	3,658
Foreign exchange movements	(273)	(81)
Loss allowance recognized during the year	343	1,048
Trade receivables written off against allowance	(105)	(2,381)
Closing balance	**2,209**	**2,244**

9.2 For discussions associated with the adoption of IFRS 9, see Note 3.5.1 and Note 22.

10. CASH AND CASH EQUIVALENTS

	June 30, 2019	June 30, 2018
	(US$'000)	
Balances with banks in:		
− current accounts	7,079	12,384
− deposit accounts (with a maturity of 3 months or less at inception)	1,783	1,128
	8,862	13,512
Cash in hand	11	7
	8,873	**13,519**

11. DEFERRED REVENUE

	June 30, 2019	June 30, 2018
	(US$'000)	
Deferred revenue	5,141	6,365
Less: current portion of deferred revenue	(4,388)	(5,657)
	753	**708**

12. SHARE CAPITAL AND OTHER RESERVES

12.1 Authorized share capital

The Holding Company's authorized share capital is $12,000 and the authorized share capital was previously divided into 4,749,861 preference shares and 115,250,139 common shares of par value $0.0001 each.

On March 16, 2018 the Holding Company's authorized share capital was consolidated and divided into 103,223,990.46 common shares and 4,254,221.39 preference shares of par value $0.000111650536 each, and the shares held by the existing shareholders at that time duly converted.

On December 21, 2018, the Group issued a revised equity structure converting the Holding Company's authorized share capital of $12,000 to the following new structure, noting that all shares set out below have a par value of $0.000111650536 each:

- Series A Convertible Preferred ("Series A") - The maximum number of Series A Convertible Preference Shares shall be one (1) whose holder is The Resource Group International Limited ("TRGI").
- Series B Convertible Preferred ("Series B") - The maximum number of Series B Convertible Preference Shares shall be 12,512,994.466500, of which 11,083,691.3814 Series B shares are issued and outstanding as of June 30, 2019.
- Series C Convertible Preferred ("Series C", and together with the Series A shares and the Series B Shares, the "Preferred Convertible Shares") - The maximum number of Series C Convertible Preference Shares shall be 12,639,389.35000 of which 111,986.4786 Series C shares are issued and outstanding as of June 30, 2019.
- Class A Common Shares ("Class A") – The maximum number of Class A shares shall be 79,766,504.249454. There are no Class A shares issued and outstanding as of June 30, 2019.

- Class B Common Shares ("Class B", and together with the Class A shares, the "Common Shares") - The maximum number Class B shares shall be 2,559,323.13 which are authorized for issuance for the Restricted Share Plan, of which 2,375,374 Class B shares have been issued as of June 30, 2019.

The holders of Preferred Convertible Shares shall be entitled to vote, together with the holders of Class A shares, as a single class on all matters submitted to the shareholders for a vote.

At the time of a consummation of a qualified initial public offering ("IPO") the following conversions will occur on a mandatory basis:

- Series A will convert to Series C on a 1:1 basis
- Series B will convert to Series C on a 1:1 basis
- Series C (including those existing as a result of the above conversions) will then convert to Class A on a pro rata basis based on a specified metric which includes factors such as IPO price and number of preferred shares issued at time of conversion and which will result in each Series C share converting into more than one Class A common share.
- Class B will convert to Class A on a 1:1 basis.

In the event that the Holding Company declares a dividend, the Company shall not declare nor pay any dividends or make any distribution upon other class of shares of the Company until and unless the Company has declared and paid aggregate dividends of at least US$9,499,720.06 with respect to the individual Series A share.

On any voluntary or involuntary liquidation, dissolution or winding-up of the Holding Company, and assuming non-conversion of any preferred shares, Series A holders will be entitled to receive the first approximately $9.5 million of proceeds in the event that such event is treated as an asset sale. Series B will then be entitled to receive the next approximately $53.5 million and Series C holders will then be entitled to receive the next approximately $86.2 million (out of which $47.9 million is waived due to the transfer of shares of Etelequote Limited to the parent Company TRGI see Note 30.3) of proceeds in excess of such $9.5 million, Series C and common holders will then be entitled to receive those proceeds in excess of such $139.7 million. In the event that the liquidation event is treated as a stock sale, Series B and C Holders will be entitled to receive the first approximately $139.7 million of proceeds. Series A, Series C and common holders will then be entitled to receive those proceeds in excess of such $139.7 million.

12.2 Issued, subscribed and paid-in share capital – Pre December 2018

The Holding Company's initial issued, subscribed and paid-in share capital consisted of preference shares of $475 divided into 4,749,861 preference shares of par value $0.0001 each and share capital of $775 divided into 7,750,141 common shares of par value $0.0001 each. The amount of additional paid-in capital is $96.2 million.

During the year ended June 30, 2017, the Holding Company issued a total of 11,606,000 common shares of par value $0.0001 each to TRGI in return for its investments in the Continuing Business Entities and $190,000 in cash. The investments were transferred from TRGI at their carrying values totaling $87,375,616. These share issues resulted in the recognition of additional paid-in capital totaling $87,565,616, and as noted below 4,749,861 of these common shares were subsequently re-designated into preference shares with the same par value of $0.0001 per share.

The Holding Company further issued 360,184 common shares to the CEO of DGS, in return for his equity interest in DGS Limited, resulting in the recognition of additional paid-in capital of $2,887,813; and 533,818 common shares to the CEO of eTelequote, in return for his equity interest in eTelequote Plc, resulting in the recognition of additional paid-in capital of $5,765,195.

On June 20, 2017, the Holding Company re-designated its 4,749,861 common shares held by TRGI into Senior Preference Shares at a price of $0.0001 per share. The preference shares shall automatically convert into common shares upon the consummation of a qualified public offering, with such conversion only being affected at the time and subject to the closing of the sale of securities by the Holding Company pursuant to such qualified public offering. Each convertible preference share shall be converted into one common share.

The holders of convertible preference shares shall be entitled to vote, together with the holders of common shares, as a single class on all matters submitted to the shareholders for a vote.

The Holding Company shall not declare nor pay any dividends or make any distribution upon common shares, until and unless the Holding Company has declared and paid a dividend of at least $2.00 with respect to each convertible preference share. Preference shares thereafter participate with any dividends declared for common shares.

On any voluntary or involuntary liquidation, dissolution or winding-up of the Holding Company, holders of convertible preference shares shall be entitled to receive, proportionately according to the number of convertible preference shares held, those assets available for distribution to the members.

See Note 12.4 for senior preferred shares.

12.2.1 Reverse Share Split

On March 16, 2018, the Holding Company effectuated a 1.11650536356898-to-1 reverse share split. Under the terms of the reverse share split:

(i) each common share, issued and outstanding as of such effective date, was automatically reclassified and changed into 0.895651765436606 common shares, and

(ii) each convertible preference share, issued and outstanding as of such effective date, was automatically reclassified and changed into 0.895651765436606 convertible preference shares, in each instance without any further action by our shareholders.

The reverse share split had an impact on the common shares, any employee share option plans as well as the warrants associated with the Amazon agreement. As a result of the share split:

	Pre - Split	Post - Split
	March 16, 2018	
Weighted average number of shares outstanding - basic and diluted	12,500,002	11,195,649
Common shares outstanding	7,750,141	6,941,427
Convertible preference shares held by TRGI converting to common shares	4,749,861	4,254,221
Outstanding employee share options	1,985,782	1,778,569
Warrants associated with Amazon	1,611,944	1,443,740
Common shares available for future issuance	2,857,498	2,559,323

The consolidated financial statements reflect the effects of the reverse share split for all periods presented.

12.3 Other Reserves

The nature and purpose of other reserves within equity is described below:

Reorganization reserve

Reorganization reserve consists of differences between the combined net asset values of subsidiaries from their separate financial statements and recognized share capital, under the pooling of interest method.

Additionally, on December 31, 2017, the Directors of DGS Limited (“DGS Ltd.”) sold DGS Tech, a wholly owned subsidiary that owned intellectual property of DGS Ltd. and licensed the use of this IP to other entities within DGS Ltd., to The Resource Group International Limited for a consideration of $12 (10 Euros). The Directors of DGS Ltd. committed to a plan to sell this unit following a revision in the overall structure and the integration of DGS Ltd. into the Holding Company.

The gain on sale of subsidiary is recognized in statement of changes in equity as part of the Reorganization Reserve due to the transaction being between the owners.

Share option plans

Weighted average cost of shares kept under the share option plans that pertain to the Group’s various subsidiaries.

Foreign currency translation reserve

Gain / losses arising on retranslating the net assets of overseas operations into presentation currency.

Actuarial gain on defined benefit scheme

Actuarial gain or losses represents adjustments to actuarial assumptions used to value defined benefit pension scheme obligations.

Accumulated deficit

The accumulated deficit decreased from $(126.1) million per end of June 30, 2018 to $(117.2) million as of June 30, 2019. The decrease is due to the net income of the year ended June 30, 2019.

12.4 Senior Preferred Shares

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Capital Fund	***12.4.1***	—	20,000

12.4.1 At June 30, 2017, in consideration of the cancellation of $20.0 million of the indebtedness under the loan note instrument referred to in Note 23.6, the Group's subsidiary Etelequote Limited (the Subsidiary) entered into a senior preferred shares subscription agreement ("Agreement") with a consortium of investors, comprised of 17Capital Fund 3, L.P. and 17Capital Fund 3 Luxembourg S.C.Sp. ("Subscribers") providing for the purchase by the Subscribers of 1,538,462 non-convertible Senior Preferred Shares.

The holder of Senior Preferred Shares will not be entitled to vote at any meeting of the Subsidiary's shareholders, and Senior Preferred Shares shall not be convertible into any other securities or rights. The Senior Preferred Shares shall not be entitled to any dividends or other distributions by the Subsidiary other than the entitlement to the redemption amount.

The Subsidiary has an option to redeem wholly or partially, the outstanding number of these shares. This option may be exercised at any time based on the Subsidiary's discretion.

These shares will also be mandatorily redeemable upon the event of a public offering of IBEX Limited, to the extent of the proceeds of such an offering.

Upon a Liquidation Event (which is defined as any liquidation, dissolution, bankruptcy or winding up of the Subsidiary whether voluntary or involuntary but not on redemption or purchase by the Subsidiary of any Common Shares), each holder of Senior Preferred Shares shall be entitled to receive from the surplus assets of the Subsidiary remaining after the payment of its liabilities, prior and in preference to any distribution or payment made of any of the assets of the Subsidiary to holders of the Subsidiary's Junior Securities (other securities of the subsidiary) by reason of their ownership thereof, an amount equal to the aggregate per share redemption price in respect of all of the senior preferred shares then held by such holder (with the date of such liquidation event being treated as the Redemption Date in respect of such Senior Preferred Shares) less any redemption amounts previously paid in respect thereof.

At the time of redemption the following pricing mechanism will apply:

- for redemption date on or before June 06, 2018, $13.00, or
- for redemption date after June 06, 2018, the greater of $13.90 and the variable return (as defined in the Agreement).
- the variable return provides for an interest rate of 14% until June 2021 and 18% thereafter.

These shares are redeemable upon the event of a public offering of IBEX Limited or a liquidation event (as explained above), whichever comes earlier. Upon such events these shares will cease to exist as an equity item and will be recognized as a debt liability. 17Capital Fund has a limited right to transfer these preference shares to TRGI up until an IPO. In the event that 17Capital exercises this option, the subsidiary will register TRGI as the holders of record for these preference shares.

During the year ended June 30, 2019, 459,325 of these preferred shares have been redeemed by paying $13.9 per share to 17th Capital (comprising of $5.9 million principal and $0.4m interest) and remaining $14 million is part of the disposal of subsidiary during the year as included in Note 30.3.

13. BORROWINGS

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Obligation under finance leases	*13.1*	—	2,765
Long-term other borrowings	*13.3*	12,993	14,289
Line of credit	*13.4*	36,026	30,202
Private placement notes	*13.2*	—	14,500
		49,019	**61,756**
Less: Current portion of;			
− obligation under finance leases	*13.1*	—	(1,899)
− long-term other borrowings	*13.3*	(5,809)	(5,275)
− line of credit	*13.4*	(36,026)	(30,202)
− private placement notes	*13.2*	—	(14,500)
Less: Current portion of borrowings		**(41,835)**	**(51,876)**
Non-current portion of borrowings		**7,184**	**9,880**

13.1 Obligation under finance leases

	June 30, 2019	
	Minimum lease payments	Present value of payments
	(US$'000)	
Within one year	—	—
After one year but not more than five years	—	—
Total minimum lease payments	—	—
Less: amounts representing finance charges	—	—
Present value of minimum lease payments	—	—
Current portion shown under current liabilities	—	—
	—	—

	June 30, 2018	
	Minimum lease payments	Present value of payments
	(US$'000)	
Within one year	2,010	1,900
After one year but not more than five years	955	865
Total minimum lease payments	2,965	2,765
Less: amounts representing finance charges	(200)	—
Present value of minimum lease payments	2,765	2,765
Current portion shown under current liabilities	(1,899)	(1,899)
	866	**866**

Various subsidiaries in the Group hold assets subject to finance leases. For the year ended June 30, 2019, these lease arrangements have interest rates ranging from 5% to 10% (June 30, 2018: 5% to 10%) per annum. At the end of the lease term, the ownership of the assets shall be transferred to the respective entities. On July 1, 2018, obligation under finance lease has been reclassed in lease liabilities at adoption of IFRS 16 (See Note 3.2).

13.2 In June and July 2017, e-Telequote Insurance, Inc. issued $9.1 million and 1.0 million respectively, aggregate principal amount of 12.0% Senior Secured Notes due June 12, 2018 (the "2017 ETQ Notes"), guaranteed by TRGI, with an option of early settlement by the borrower. In May 2018, the e-Telequote Insurance Inc. renewed the facility and expanded the loan to $15.0 million on the same terms maturing on May 15, 2019. During the year ended June 30, 2019, the loan notes were paid in full.

A contributor in the Senior Secured Notes is a related party to the Group as he serves on the board of TRGI as well as the board of our e-Telequote Insurance, Inc. See Related Party Loan, Note 23.6 for details.

13.3 Long-term other borrowings

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Financial Institutions			
IBM Credit LLC	*13.3.1*	1,924	1,020
Newcore		—	165
PNC Bank, N.A.	*13.4.1*	188	1,077
IPFS Corporation	*13.3.2*	614	—
Heritage Bank of Commerce	*13.4.3*	1,000	—
PNC Term loan	*13.4.1*	7,111	10,667
First Global Bank Limited Demand loan	*13.3.3*	2,156	1,360
		12,993	**14,289**
Less: Current portion of long-term other borrowings		(5,809)	(5,275)
Non-current portion of long term other borrowings		**7,184**	**9,014**

13.3.1 The Group has financed the purchase of various property and equipment and software during the fiscal year 2019 and 2018 with IBM, PNC and FGB. As of June 30, 2019 and 2018, the Group has financed $3.6 million and $1.2 million, respectively, of assets at interest rates ranging from 6% to 9% per annum.

13.3.2 The Group has financed the insurance policies related to property and worker compensation with the IPFS Corporation with an interest rate of 5.7%.

13.3.3 In January 2018, the Group's subsidiary IBEX Global Jamaica Limited entered into a $1.4 million non-revolving demand loan with First Global Bank Limited. The loan bears interest at a fixed rate of 7.0% per annum for the term of the loan, has a maturity date of January 2023, and is required to be repaid in 54 equal monthly installments (commencing six months after the drawdown date). The loan is

guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. As of June 30, 2019, the balance of the loan is $1.1 million (June 30, 2018: $1.4 million).

In November 2018, the Group's subsidiary IBEX Global Jamaica Limited entered into a $1.2 million non-revolving demand loan with First Global Bank Limited. The loan bears a variable interest at 6-month LIBOR plus a margin of 5.26%, subject to a floor of 7.0% per annum, for the term of the loan. The loan is to be paid in 60 equal monthly installments, triggering a bullet payment after 36 months, with an option to renew for an additional 24 months, with an overall maturity in January 2023. The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. At June 30, 2019, the balance of the loan is $1.04 million (June 30, 2018: $0.0 million).

13.4 Line of credit

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Financial Institutions			
PNC Bank, N.A.	*13.4.1*	33,521	27,098
Seacoast Business Funding	*13.4.2*	80	245
Heritage Bank of Commerce	*13.4.3*	2,425	2,859
		36,026	**30,202**

13.4.1 In November 2013, the Group's subsidiary TRG Customer Solutions, Inc. entered into a three-year $35.0 million revolving credit facility (as amended, the "PNC Credit Facility") with PNC Bank, N.A. ("PNC"). In June 2015, the maximum revolving advance amount under the PNC Credit Facility was increased to $40.0 million, with an additional $10.0 million of incremental availability (subject to PNC's approval and satisfaction of conditions precedent) and the maturity date was extended to May 2020. In December 2018, the PNC Credit Facility maximum revolving advance amount was increased to $45.0 million. In May 2019, the PNC Credit Facility was amended to include the following: the maximum revolving advance amount was increased to $50.0 million, with an additional $10.0 million of availability (in $5.0 million increments) subject to satisfaction of conditions precedent, and the maturity date was extended to May 2023. Borrowings under the PNC Credit Facility bear interest at LIBOR plus a margin of 1.75% and/or at the PNC Commercial Lending Rate for domestic loans. In this agreement, TRG Customer Solutions, Inc. derived value from the choice of interest rates, depending on the rate selected. This value changes in response to the changes in the various interest rates alternatives. Thus, a derivative is embedded within the loan commitment. The part of the value associated with the loan commitment derivative (the embedded derivative part) is derived from the potential interest rate differential between the alternative rates. The PNC Credit Facility is guaranteed by IBEX Global Limited and secured by substantially all the assets of TRG Customer Solutions, Inc. The line of credit balance as of June 30, 2019 is $33.5 million (June 30, 2018: $27.1 million), as presented in Note 13.4.

In June 2016, the PNC Credit Facility was amended to add a Term Loan A of $6.0 million, which was drawn down in full, and a Term Loan B of $4.0 million (subject to satisfaction of conditions precedent), which was never drawn down and cancelled. In November 2016, the PNC Credit Facility was amended by

adding a Term Loan C of $16.0 million which was drawn down in full with $6.0 million applied to repay in full Term Loan A. Term Loan C bears interest at LIBOR plus a margin of 4.00% and is required to be repaid in 54 equal monthly instalments (commencing January 1, 2017). Term Loan C balance as of June 30, 2019 is $7.1 million (June 30, 2018: $10.7 million).

In addition, the PNC Credit Facility was amended in June 2016 to include a $3.0 million non-revolving line of credit for purchases of equipment, which was drawn down in full, bearing interest at LIBOR plus a margin of 3.25%. The balance of this line as of June 30, 2019 is $0.2 million (June 30, 2018: $1.1 million), as presented in Note 13.3.

13.4.2 In July 2011, a subsidiary of the Group, iSky, Inc. entered into a purchasing agreement (the “Seacoast Receivables Financing Agreement”) with the predecessor to Seacoast National Bank (“Seacoast”). Pursuant to the Seacoast Receivables Financing Agreement, Seacoast provides payment to iSky, Inc. for up to $1.5 million of accounts receivable owed to iSky, Inc. All payments from Seacoast to iSky, Inc. are subject to a discount of 1.0% for receivables outstanding 30 days or less and an additional 0.5% for each additional 15 days that such receivable is outstanding. The average discount during the fiscal year ended June 30, 2019 was approximately 1.2% (June 30, 2018: 1.3%) of net sales. Under the Seacoast Receivables Financing Agreement, Seacoast may also advance an amount up to 85% of iSky, Inc.’s receivables to iSky, Inc. at a rate of LIBOR plus 7.0%.

The Seacoast Receivables Financing Agreement requires iSky, Inc. to sell $0.2 million of receivables per month to Seacoast, subject to a penalty based on the discount fee if such minimum is not met. The Seacoast Receivables Financing Agreement is automatically renewed for successive 12-month periods unless terminated in accordance with its terms.

13.4.3 In March 2015, the Group’s subsidiaries, Digital Globe Services, Inc., Telsat Online Inc. and DGS EDU, LLC entered into a one-year $3.0 million loan and security agreement (the “HBC Loan Agreement”) with Heritage Bank of Commerce (“HBC”). In March 2016, the HBC Loan Agreement was amended to increase the credit line capacity to $5.0 million and extend its maturity date until March 31, 2018, subject to collateral review. In June 2017, the HBC Loan Agreement was amended to add an additional subsidiary, 7 Degrees LLC, as a borrower, along with extending the maturity date until March 31, 2019. In August 2018, the HBC Loan Agreement was amended to increase the accrued account advance rate and certain other terms along with extending the maturity date until March 31, 2021. In January 2019, HBC Loan Agreement was amended to exclude DGS EDU, LLC therefrom pursuant to its sale. Refer to Note 30.2. Borrowings under the HBC Loan Agreement bear interest at the Prime Rate plus a margin of 2.50%. The credit line is secured by substantially all the assets of Digital Globe Services, Inc., Telsat Online Inc., and 7 Degrees LLC. The line of credit balance as of June 30, 2019 was $2.4 million (June 30, 2018: $2.9 million), as presented in Note 13.4.

In March 2019, HBC Loan Agreement was amended to add a term loan of up to $2.0 million that bears interest at the Prime Rate plus a margin of 2.5%. The term loan is required to be repaid in 36 equal monthly installments (commencing April 2020) and will mature on March 1, 2023. On the term loan maturity date, all amounts owing shall be immediately due and payable. The term loan balance as of June 30, 2019 is $1.0 million (June 30, 2018: $0.0 million).

13.4.4 In June 2015, the Group’s subsidiary, TRG Customer Solutions, Inc., entered into a supplier agreement with Citibank, N.A. (the “Citibank Receivables Financing Agreement”). Pursuant to the Citibank Receivables Financing Agreement, Citibank provides payment to TRG Customer Solutions, Inc. for

accounts receivable owed to TRG Customer Solutions, Inc. from one of our largest clients and its various subsidiaries and affiliates located in the United States.
All payments from Citibank to TRG Customer Solutions, Inc. are subject to a discount charge. The discount rate used to calculate the discount charge is the product of (i) the LIBOR rate for the period most closely corresponding to the number of days in the period starting from and including the date the proceeds are remitted by Citibank to TRG Customer Solutions, Inc. (the "Discount Acceptance Period") plus 0.80% per annum and (ii) the Discount Acceptance Period divided by 360. The discount charge during the fiscal year ended June 30, 2018 and 2019 averaged approximately 0.28% and 0.32% of net sales, respectively.

13.5 Changes in liabilities arising from financing activities:

	June 30, 2019	June 30, 2018
	(US$'000)	
Balance of debt, July 1,	**62,958**	**57,948**
Changes from operating cash flows	458	—
Changes from financing cash flows	10,124	3,333
New leases (2018: finance leases)	89,771	1,857
Non cash item - disposal of subsidiary	(43,431)	—
Foreign exchange movement	(1,627)	(180)
Balance of debt, June 30,	**118,253**	**62,958**

13.6 For discussions associated with the adoption of IFRS 9, see Note 3.5.1.

14. OTHER NON-CURRENT LIABILITIES

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Deferred rent - long term		—	146
Defined benefit scheme	*14.1*	356	314
Warrant liability	*28*	751	965
Phantom stock plan	*19.4*	441	838
Other		59	43
		1,607	**2,306**

14.1 Defined benefit scheme

Two of the Group subsidiaries ("the Subsidiaries") operate an unfunded defined benefit plan for qualifying employees. Under this plan, the employees are entitled to one half month's salary for every year of service, with six months or more of service considered as one year. One half month's salary has been defined to include the following:

- 15 days salary based on the latest salary rate,
- cash equivalent to 5 days service incentive leave, and,
- one - twelfth of the 13th month's pay.

An employee is entitled to retirement benefits only upon attainment of a retirement age of 60 years and completion of at least five years of previously credited service. No other post-retirement benefits are

provided to these employees. The most recent actuarial valuations of the present value of the defined benefit obligation were carried out on June 30, 2019. The present value of the defined benefit obligation, and the related current service cost and past service cost, were measured using the projected unit credit method.

The principal assumptions used for the purposes of the actuarial valuations are as follows:

	June 30, 2019	June 30, 2018
	%	%
Discount rates	5.93%	6.90%
Expected rate of salary increase	3.00%	3.00%

Amounts recognized in the consolidated statement of profit or loss and other comprehensive income in respect of defined benefit scheme are as follows:

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Current service cost		107	274
Interest on obligation		22	36
Total		**129**	**310**

The amount included in the statement of financial position in other non-current liabilities arising from defined benefit obligations is as follows:

	June 30, 2019	June 30, 2018
	(US$'000)	
Present value of unfunded defined benefit obligation	356	314
Net liability arising from defined benefit obligation	356	314

The movement in the present value of the defined benefit obligation in the current period is as follows:

	June 30, 2019	June 30, 2018
	(US$'000)	
Present value of defined benefit obligation at the beginning of the year	**314**	**727**
Foreign exchange movements	22	(30)
Current service cost	107	274
Interest cost	22	36
Actuarial gains	(109)	(693)
Present value of defined benefit obligation at the end of the year	**356**	**314**

The subsidiaries are yet to contribute to the plan asset as of June 30, 2019.

15. TRADE AND OTHER PAYABLES

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Trade creditors		9,927	13,149
Income tax payables		1,467	1,740
Accrued expenses		8,105	7,272
Accrued compensation	*15.1*	24,061	20,709
Provision	*15.2*	4,426	1,682
Others		371	1,403
		48,357	**45,955**

15.1 Accrued compensation includes payroll and related costs as of June 30, 2019.

15.2 Represents the provision related to the legal settlement during the year ended June 30, 2019 and provision of legal settlement associated with the cost of defense during the year June 30, 2018. Please refer to Note 16.1.1.

16. CONTINGENCIES AND COMMITMENTS

16.1 Contingencies

The Group is subject to claims and lawsuits filed in the ordinary course of business. Although management does not believe that any such proceedings other than those noted below will have material adverse effect going forward, no assurances to that effect can be given based on the uncertainty of litigation and demands of third parties. Group only records a liability for pending litigation and claims where losses are both probable and reasonably estimable.

16.1.1 The significant claims or legal proceedings against subsidiaries of the Group are as follows:

A case was filed in November 2014 in the US District Court of Tennessee as a collective action under the US Fair Labor Standards Act (FLSA) and Tennessee law, alleging that plaintiffs were forced to work without being paid for the "off the clock" time. In December 2014, a similar FLSA collection action case was filed against IBEX Global Solutions in the US District Court for the District of Columbia. In February 2015, the two cases were consolidated in Tennessee (the "Consolidated Action") and plaintiffs agreed to submit all claims to binding arbitration before the American Arbitration Association. Presently, there are approximately 3,500 individuals who have opted into the FLSA class action claims, and there are pending wage and hour class action claims under various state laws ("Rule 23 Claims") involving approximately 21,000 potential class action claimants. In April 2019, the parties engaged in a Mediation. On June 14, 2019, the parties entered into a Settlement Agreement, which was approved by the arbitrator on June 19, 2019. Pursuant to the Settlement Agreement, all claimants under both the FLSA and the Rule 23 Claims will be required to fill out and send a claim form to the Third-Party Administrator within the claim period ending on October 15, 2019 in order to receive funds under the settlement. Subsequent to June 30, 2019, Ibex funded $3,351,244 toward the settlement fund provided under the Settlement Agreement. This amount covers 100% of the possible claims under the FLSA, as well as plaintiffs' attorney fees, administration costs and service awards. These amounts exclude any amounts that Ibex may need to fund for the Rule 23 Claims. Any funds not claimed pursuant to the FLSA portion of the settlement will revert to Ibex. Pursuant to the Settlement Agreement, there is $2.2 million allocated to the settlement of

claims for the Rule 23 class members. The exact amount of recovery with respect to the Rule 23 Claims depends upon the claim forms properly and timely returned to the Third-Party Administrator. The claim period closed on October 15, 2019 and as of that date, claim forms properly and timely returned for the Rule 23 Class Members accounted for $1.2M of the $2.2M allocated funds for the Rule 23 class. The parties appeared before the arbitrator on November 7, 2019 and the Arbitrator granted final approval of the Rule 23 claims.

On July 26, 2018 Digital Globe Services, Inc. received an indemnification notice related to AllConnect, Inc. v. Kandela LLC Case No.2:18-cv-05959SJO (SSx) pending in the US District Court for the Central District of California, Wester Division relating to patent infringement for certain call center search for services capabilities provided by Digital Globe Services, Inc. under the Dealer Network Agreement entered into in 2014 between Kandela and Digital Globe Services, Inc. via its "BundleDealer.com" portal. Digital Globe Services is cooperatively working with Kandela's counsel regarding this matter and has made a good faith payment of $25,000 toward costs of defense of this matter while reserving all defenses and/or counter claims against Kandela in this matter. The Company plans to vigorously defend this demand for indemnification. The Company cannot reasonably determine damages at this time. In April 2019, Porch.com acquired all of the assets of Kandela LLC and assigned its past and future indemnification rights to Porch.com. As Porch.com is not a defendant in the Allconnect case, there is no known event giving rise to a DGS obligation to indemnify Kandela or Porch, and neither Kandela nor Porch has made an indemnification request to DGS since the acquisition. As of October 19, 2019, as a proposed settlement to indemnification discussions, Digital Globe Services voluntarily offered to indemnify Kandela up to 51% of legal defense costs (not liability) provided that Digital Globe Services gains control of the defense.

In addition, the Company is subject to other routine legal proceedings, claims, and litigation in the ordinary course of its business. Defending lawsuits requires significant management attention and financial resources and the outcome of any litigation, including the matters described above, is inherently uncertain. The Company does not, however, currently expect that the costs to resolve these routine matters will have a material adverse effect on its consolidated financial position, results of operations, or cash flows.

16.2 Commitments

16.2.1 IBEX Global Solutions Limited has an annual telecommunication service commitment with two of its carriers. The carrier agreement was signed in May 2017 for a three-year term with the minimum annual commitment for $0.6 million. The agreement has a provision for an early termination at its one-year anniversary with a sixty day written notice. A second carrier agreement was signed in August 2017 for a three-year term with minimum annual commitment for $1.1 million.

16.2.2 IBEX Global Solutions Limited is also subject to early termination provisions in certain telecommunications contracts, which if enforced by the telecommunications providers, would subject IBEX Global Solutions to the obligation to pay early termination fees. To date, these early termination provisions have not been triggered by IBEX Global Solutions and in most cases would be equal to the unfulfilled terms of the contract.

16.2.3 On November 27, 2017, PNC Bank, NA issued an irrevocable standby letter of credit for the amount of $0.4 million in favor of the Group’s subsidiary TRG Customer Solutions, Inc. to the benefit of Digicel (Jamaica) Limited to guarantee the payment of base rent for the property rented by the Group’s subsidiary IBEX Global Jamaica Limited. With effect from March 1, 2018, the amount of irrevocable standby letter of credit was increased to $0.5 million.

16.2.4 On January 19, 2018, PNC Bank, NA issued an irrevocable standby letter of credit for the amount of $0.3 million in favor of TRG Customer Solutions, Inc. d/b/a IBEX Global Solutions to the benefit of First Global Bank Limited to guarantee the payment of loan received by the Group's subsidiary IBEX Global Jamaica Limited. This letter of credit expired on July 19, 2018, as allowed by the agreement with First Global Bank.

17. FINANCE EXPENSES

	June 30, 2019	June 30, 2018
	(US$'000)	
Interest on borrowings	2,858	1,955
Factoring Fees	242	280
Finance charges on finance lease assets	—	492
Finance charges - right of use assets	4,394	—
Bank charges	215	366
Total	**7,709**	**3,093**
Finance expenses from discontinued operations	**5,674**	**2,243**

18. INCOME TAXES

The major components of income tax expense / (benefit) are:

	June 30, 2019	June 30, 2018
	(US$'000)	
Current tax expense for the year	815	773
Deferred tax expense / (benefit) for the year	7,630	(827)
Total	**8,445**	**(54)**

Income tax expense is attributable to:

	June 30, 2019	June 30, 2018
	(US$'000)	
Income tax expense / (benefit) from continued operations	3,615	(108)
Income tax expense from discontinued operations	4,830	54
Total	**8,445**	**(54)**

The Group's U.S. tax provision includes the following U.S. entities: TRG Customer Solutions, Inc. (d/b/a IBEX Global Solutions), Digital Globe Services, Inc., iSky Inc. and e-Telequote Insurance, Inc. which file separate income tax returns in the US. Additionally, included in the group provision are various foreign subsidiaries located mainly in UK, EU, Canada, Pakistan, Senegal, and Philippines. These entities file tax returns in their respective jurisdictions. No tax provision has been calculated for holding companies (the Holding Company, IBEX Global Limited and Etelequote Limited), as they are Bermuda based and there is no corporate income tax in Bermuda.

Deferred tax expense includes a non-recurring expense of $3.1 million on cancellation of legacy ESOP plan.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, as well as net operating losses and tax credit carry forwards. Deferred tax assets and liabilities are measured using the enacted tax rates that will apply to taxable income in the periods the deferred tax item is expected to be settled or realized. The tax effects of the Group's temporary differences and carry forwards are as follows:

Tax effect of deductible / (taxable) temporary differences

	June 30, 2019	June 30, 2018
	(US$'000)	
Deductible temporary differences:		
− Provisions and write-offs against accounts receivable	204	279
− Unpaid accrued expenses / compensation	530	3,629
− Deferred revenue and credits	31	38
− Net operating losses	1,998	10,504
− Property, plant and equipment	508	336
− Lease liability (right of use assets)	6,768	—
− Intangible assets	—	402
	10,039	**15,188**
Taxable temporary differences:		
− Deferred revenue	—	(8,970)
− Property, plant and equipment	(49)	—
− Right of use assets	(6,581)	—
− Intangible assets	(1,039)	(999)
	(7,669)	**(9,969)**
Net deferred tax assets / (liability)	**2,370**	**5,219**

Movement in deferred tax assets / (liability):

	June 30, 2019	June 30, 2018
	(US$'000)	
Opening deferred tax assets / (liability)	5,219	(949)
Deferred tax (expense) / benefits	(7,630)	827
Foreign exchange and other rate differences	(49)	—
Sale of subsidiary	4,830	5,341
Net deferred tax assets / (liability)	**2,370**	**5,219**

A deferred tax asset has not been recognized for the following gross amounts:

	June 30, 2019	June 30, 2018
	(US$'000)	
Unused tax losses	29,285	29,611
Deductible temporary differences	2,188	4,529
Unused tax losses and deductible differences - unrecognized	**31,473**	**34,140**

Deferred tax asset arising on the above amounts has not been recognized in these consolidated financial statements, as the management is of the prudent view that it is not probable that sufficient taxable profit will be available in the foreseeable future against which these temporary differences and unused tax losses can be utilized. Other factors considered include cumulative losses in recent years and non-existence of future reversals of existing taxable temporary differences. The unused tax losses will begin to expire in 2027.

At June 30, 2019, the Group's US federal and state net operating loss carry forward for income tax purposes are $26.7 million (June 30, 2018: $61.1 million) and $31.9 million (June 30, 2018: $66.1 million) respectively which will begin to expire in 2029. The Group's Canadian subsidiary has net operating loss carry forward of $2.2 million (June 30, 2018: $2.2 million), expiring over the period 2027 through 2037. The Group's European subsidiaries have net operating loss carry forward of $6.9 million (June 30, 2018: $8.0 million). These amounts are based on the income tax returns filed for the year ended June 30, 2018 and estimated amounts for the year ended June 30, 2019.

During the year, Group's subsidiary in Luxembourg was challenged by the tax authorities on a certain tax exemption. Tax authorities have issued an assessment for tax year 2014, denying the exemption. Group expects incremental tax amount of approximately $4.7 million for the tax years under review. Group believes the decision to be without merit and is in the process of appealing to the Tax Court. Accordingly, no provision has been made in this regard in the consolidated financial statements.

On December 22, 2017, the United States signed into law H.R.1 Bill, originally known as the "Tax Cuts and Jobs Act". The Tax Cuts and Jobs Act (TCJA) has reduced the US federal corporate income tax rate from the existing rate of 35% to 21% with effect from 1 January 2018. As group's tax year is on a fiscal year basis (ends 30 June), it was subject to a pro-rated US combined federal and state corporate income tax rate of 32% applicable to fiscal year ended June 30, 2018. After June 30, 2018, expected US combined federal and state corporate income tax rate has reduced to 26%.

Other significant changes introduced by TCJA include limitations on the deductibility of interest expense and executive compensation, a base erosion focused minimum tax (the Base Erosion and Anti-Abuse tax), transitional tax, tangible property expensing, current tax on global intangible low-taxed income (GILTI) and carry forward of net operating losses ("NOLs").

The Group is subject to income tax in several jurisdictions and significant judgement is required in determining the provision for income taxes. During the ordinary course of business, there are transactions and calculations for which the ultimate tax determination is uncertain. As a result, the Group recognizes tax liabilities based on estimates of whether additional taxes and interest will be due. The Group believes that its accruals for tax liabilities are adequate for all open audit years based on its assessment of many factors including past experience and interpretations of tax law. This assessment relies on estimates and

assumptions and may involve a series of complex judgments about future events. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact income tax expense in the period in which such determination is made.

There are no income tax consequences attached to the payment of dividends by the Group to its shareholders.

Reconciliation of effective tax rate

Below is a reconciliation of tax expense and the accounting profit. As the Group's key income generating operations are based in the US, United States blended federal income tax rate of 21% is used for the purpose of this reconciliation:

	June 30, 2019	June 30, 2018
	(US$'000)	
Profit / (Loss) for the year	10,965	(15,881)
Income tax expense / (benefit)	8,445	(54)
Net profit / (loss) before income tax	**19,410**	**(15,935)**

	June 30, 2019	June 30, 2019	June 30, 2018	June 30, 2018
	(%)	(US$'000)	(%)	(US$'000)
Income tax (benefit) using the applicable tax rate	21%	4,230	28%	(4,470)
State taxes (net of federal tax effect)	5%	1,073	4%	(583)
Effect of tax and exchange rates in foreign jurisdictions	5%	1,043	-19%	3,033
Foreign subsidiaries taxed at lower rate or tax exempt	-2%	(380)	-28%	4,525
Non-deductible expenses / exempt income	2%	470	1%	93
Cancellation of legacy ESOP plan	15%	3,104	—%	—
Effect of disposal of subsidiaries	-2%	(403)	-3%	505
Prior year provision / other items	—%	73	-1%	128
Change in unrecognized temporary differences	-4%	(765)	21%	(3,285)
	41.5%	8,445	0.3%	(54)

19. SHARE OPTION PLANS

19.1 Predecessor Stock Plan

On December 22, 2017, the Group's predecessor stock options and stock option plans were cancelled. From December 22, 2017 through and including December 31, 2017, the Group issued an aggregate of 1,778,569 new stock options under the 2017 IBEX Plan.

The Group accounted for the cancellation as an acceleration of vesting, and therefore recognized immediately the amount that otherwise would have been recognized for services received over the remainder of the vesting period.

The Group maintained the following equity incentive plans: IBEX Pre-IPO stock plan 2013, IBEX Post-IPO stock plan 2013, IBEX group Phantom stock option plan (a cash settled share-based payment),

e-Telequote stock option plan and DGS Limited stock option plan. Upon the reorganization under the ambit of common control combination the holders of options in Digital Globe Services Limited had their options substituted with options granted pursuant to a stock option plan of DGS Limited, with a view to carrying forward the essence of the original plan.

On June 20, 2017, the Holding Company adopted a 2017 Stock Option Plan to enable certain executives and employees to be granted options and restricted stock awards, up to a maximum of 2,559,323 common shares of the Holding Company.

The details of above mentioned equity incentive plans are as below:

19.1.1 IBEX stock plan 2013

	2019		2018	
	Weighted average exercise price	Share Options (Number)	Weighted average exercise price	Share Options (Number)
	(US$)		(US$)	
Options outstanding as of beginning of the period	—	—	1.68	4,028,746
Options granted during the period	—	—	—	—
Options exercised during the period	—	—	—	—
Options forfeited / cancelled / expired during the period	—	—	(1.68)	(4,028,746)
Options outstanding as of end of the period	—	—	—	—
Options exercisable as of end of the period		—		—

No amount was recognized as share-based payment expense pertaining to this plan for the years ended June 30, 2019 and 2018.

19.1.2 e-Telequote stock option plan

	2019		2018	
	Weighted average exercise price	Share Options (Number)	Weighted average exercise price	Share Options (Number)
	(US$)		(US$)	
Options outstanding as of beginning of the period	—	—	0.05	39,700,000
Options granted during the period	—	—	—	—
Options exercised during the period	—	—	—	—
Options forfeited / cancelled / expired during the period	—	—	(0.05)	(39,700,000)
Options outstanding as of end of the period	—	—	—	—
Options exercisable as of end of the period		—		—

No amount was recognized as share-based payment expense pertaining to this plan for the years ended June 30, 2019 and 2018.

19.1.3 DGS Limited stock plan option

	2019		2018	
	Weighted average exercise price	Share Options (Number)	Weighted average exercise price	Share Options (Number)
	(US$)		(US$)	
Options outstanding as of beginning of the period	—	—	1.50	1,131,730
Options granted during the period	—	—	—	—
Options exercised during the period	—	—	—	—
Options forfeited / cancelled / expired during the period	—	—	(1.50)	(1,131,730)
Options outstanding as of end of the period	—	—	—	—
Options exercisable as of end of the period		—		—

There were no stock options granted during the years ended June 30, 2019 and 2018. There was no amount recognized as share-based payment expense pertaining to this plan for the year ended June 30, 2019 as compared to June 30, 2018 which was $0.2 million.

19.2 2017 IBEX Stock Plan

On June 20, 2017, our board of directors and shareholders approved and adopted the Holding Company's 2017 Stock Plan, as amended and restated on October 6, 2017 (the "2017 IBEX Plan"). On February 21, 2018, the Company amended and restated its 2017 Stock Plan, increasing the maximum number of common shares of the Company that may be issued from 1,798,019 to 2,559,323.

On March 16, 2018, we effectuated a 1.11650536356898-to-1 reverse share split. See Note 14.2.1 for details and impact of the reverse stock split.

Purpose

We believe that the 2017 IBEX Plan will enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2017 IBEX Plan provides for grants of stock options and restricted stock awards.

Eligibility

Selected employees, consultants or directors of our company or our affiliates will be eligible to receive non-statutory stock options and restricted stock awards under the 2017 IBEX Plan, but only employees of our company will be eligible to receive incentive stock options.

Administration

The 2017 IBEX Plan is administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the

provisions of the 2017 IBEX Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator has the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2017 IBEX Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2017 IBEX Plan and any agreements related to awards granted under the 2017 IBEX Plan. Our board of directors may also delegate authority to one of more of our officers to make awards under the 2017 IBEX Plan.

Available Shares

The number of common shares that we may issue with respect to awards granted under the 2017 IBEX Plan will not exceed an aggregate of 2,559,323. This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions. If an award expires or becomes unexercisable for any reason without having been exercised in full, or is surrendered pursuant to an option exchange program, the common shares subject to such award will be available for further awards under the 2017 IBEX Plan. Common shares used to pay the exercise or purchase price of an award or tax obligations will be treated as not issued and will continue to be available under the 2017 IBEX Plan. Common shares issued under the 2017 IBEX Plan and later forfeited to us due to the failure to vest or repurchased by us at the original purchase price paid to us for such common shares will again be available for future grant under the 2017 IBEX Plan.

Award Agreements

Awards granted under the 2017 IBEX Plan will be evidenced by award agreements, which need not be identical and which will be modified to the extent necessary to comply with applicable law in the relevant jurisdiction of the respective participant, that provide additional terms of the award, as determined by the administrator.

Stock Options

The 2017 IBEX Plan allows the administrator to grant incentive stock options, as that term is defined in section 422 of the Internal Revenue Code, or non-statutory stock options. Only our employees may receive incentive stock option awards. The term of each option may not exceed ten years, or five years in the case of an incentive stock option granted to a ten percent shareholder. No incentive stock option or non-qualified stock option may have an exercise price less than the fair market value of a common share at the time of grant or, in the case of an incentive stock option granted to a ten percent shareholder, 110% of such share’s fair market value. Options will be exercisable at such time or times and subject to such terms and conditions as determined by the administrator at grant and the exercisability of such options may be accelerated by the administrator.

Restricted Stock

The 2017 IBEX Plan allows the administrator to grant restricted stock awards. Once the restricted stock is purchased or received, the participant will have the rights equivalent to those of a holder of our common shares, and will be a record holder when his or her purchase and the issuance of the common shares is

entered upon the records of our duly authorized transfer agent. Unless otherwise determined by the administrator, we will have a right to repurchase any grants of restricted stock upon a recipient's voluntary or involuntary termination of employment for any reason at a price equal to the original purchase price of such restricted stock.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of restricted stock, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination

Our board of directors may, at any time, amend or terminate the 2017 IBEX Plan but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards granted under the 2017 IBEX Plan may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2017 IBEX Plan became effective on June 20, 2017 and will expire on June 20, 2027 unless terminated earlier by the board of directors.

In December 2017, the Group granted 1,778,569 stock options to its employees of which 480,128 were vested. The remaining options will vest over periods of three to four years. There were no restricted stock awards granted in the same period. The weighted average exercise price of stock options granted during the fiscal year ended June 30, 2018 was $6.81.

The fair value of share options granted during the fiscal year ended June 30, 2018 was determined to be $8.428 per option.

The Group estimates the fair value of its stock options on the date of the grant using the Black Scholes option pricing model, which requires the use of certain estimates and assumptions that affect the reported amount of share-based compensation cost recognized in the profit or loss. These include estimates of the fair value of common shares, the expected term of stock options, expected volatility of the Holding Company's common shares, expected dividends and the risk-free interest rate:

Fair value of common shares

The estimated fair value of the common shares underlying the share options has been determined to be $14.00 per share.

Expected term

The expected term of options granted is 4.92 years. The Group assumes all options will be exercised at the contractual term of the option.

Volatility

Management used an average volatility of comparable listed companies of 35.6% for grant calculations for the fiscal year ended June 30, 2018.

Expected dividends

The Holding Company does not expect to pay any dividends in the future.

Risk-free rate

The risk-free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The average risk-free rate used for options granted during the fiscal year ended June 30, 2018 was 2.26%.

A summary of the stock options outstanding and exercisable as of June 30, 2019 and 2018 are as follows:

	2019		2018	
	Weighted average exercise price	Share Options (Number)	Weighted average exercise price	Share Options (Number)
	(US$)		(US$)	
Options outstanding as of beginning of the period	6.81	1,633,170	—	—
Options granted during the period	—	—	6.81	1,778,569
Options exercised during the period	—	—	—	—
Options forfeited / cancelled / expired during the period	(6.81)	(1,633,170)	(6.81)	(145,399)
Options outstanding as of end of the period	—	—	—	1,633,170
Options exercisable as of end of the period		—		628,356

Most of the 1,778,569 stock options granted under the 2017 IBEX Plan during the fiscal year ended June 30, 2018 vest over time, with an initial portion vesting at December 31, 2017 and the remainder vesting equally on a monthly basis for a period of three to four years.

The remaining stock options vest based on certain performance criteria which are:

- the consummation of a successful initial public offering on or before December 31, 2018; and
- meeting specific revenue targets during the period from January 1, 2018 to December 31, 2018.

As of June 30, 2018, 628,356 or 38.5%, of the outstanding stock options have vested. The Company recognized the amount of stock compensation expense for options initially vesting on the first vesting date. As to the remaining unvested options, the Company will recognize an expense over the vesting period on an accelerated basis.

The weighted average grant date fair value of stock options granted during the fiscal year ended June 30, 2018 is $8.428 per option. The amount recognized as share-based payment expense pertaining to this plan for the fiscal year ended June 30, 2018 is $8.8 million. As of June 30, 2018, there was $4.8 million of total unrecognized compensation cost related to 1,408,220 unvested stock options granted

under the 2017 IBEX Plan with weighted average grant date fair value of $8.428 per share. That cost is expected to be recognized over a weighted average vesting period of 3.30 years on an accelerated basis.

On December 28, 2018, the 2017 IBEX Plan was terminated pursuant to Section 11 of the 2017 IBEX Plan. Pursuant to the termination of the Plan, all stock options under the 2017 IBEX Plan were cancelled. The Group recognized $4.9 million expense during the year ended June 30, 2019 including $3.2 million of additional expense to fully write off the plan.

19.3 IBEX group Phantom stock option plan

The Group maintains a phantom stock option plan for employees of certain subsidiaries of IBEX Global Solutions Limited.

There were no Phantom stock options granted in fiscal years 2019 and 2018. In fiscal years 2019 and 2018, there were no options exercised under the Phantom Stock plan.

In February 2018, all legacy phantom stock option plans and grants were cancelled.

	2019		2018	
	Weighted average exercise price	Share Options (Number)	Weighted average exercise price	Share Options (Number)
	(US$)		(US$)	
Options outstanding as of beginning of the period	—	—	1.79	875,625
Options granted during the period	—	—	—	—
Options exercised during the period	—	—	—	—
Options forfeited / cancelled / expired during the period	—	—	(1.79)	(875,625)
Options outstanding as of end of the period	—	—	—	—
Options exercisable as of end of the period		—		—

The weighted average fair value of the Phantom stock options as of June 30, 2019 and 2018 is nil. For the year ended June 30, 2018, the Subsidiary recognized an expense of share-based payment amounting to $0.08 million in “Stock Based Compensation” in the consolidated statement of profit or loss and other comprehensive income. There were no Phantom Stock options with intrinsic value as of June 30, 2018 and 2017.

19.4 Phantom Stock Plans

In February of 2018, each of IBEX Global Solutions (Private) Limited, DGS (Private) Limited, eTelequote(Private) Limited, IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, IBEX Global Solutions Senegal S.A., and Virtual World (Private) Limited, and in March of 2018, each of IBEX Global Jamaica Limited, and IBEX Global Solutions Nicaragua SA adopted phantom stock plans (collectively, the “Phantom Stock Plans”), which provide for grants of “phantom stock options” to certain of their executive officers and employees. Each Phantom stock option provides the participant with a contractual right to receive an amount equal to the difference between the fair market value of a vested common share of the Holding Company at the time of exercise and the exercise price of the option per share. In the event that the payment due to a grantee who has exercised an option exceeds $10,000, the relevant company

may elect in its sole discretion to make payments in equal installments (without interest) over a period not exceeding three years, provided that each installment shall be no less than $10,000 (unless the residual amount is less than $10,000).

Fair value of common shares

The estimated fair value of the common shares underlying the share options has been determined to be $14.00 per share.

Expected term

The expected term of options granted is 4.65 - 4.67 years. In estimating the expected term, the subsidiary assumes all options will be exercised at the contractual term of the option.

Volatility

Management used an average volatility of comparable listed companies of 35.6%.

Expected dividends

The Holding Company does not expect to pay any dividends in the future.

Risk-free rate

The risk free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The risk free rate used for computation of fair value of options as of June 30, 2018 was 2.73%.

Those issued in February 2018 have a fair value of $8.458 per option. A roll forward of the February 2018 Phantom Shares are as follows:

	2019		2018	
	Weighted average exercise price	Share Options (Number)	Weighted average exercise price	Share Options (Number)
	(US$)		(US$)	
Options outstanding as of beginning of the period	6.81	105,546	—	—
Options granted during the period	—	—	6.81	105,546
Options exercised during the period	—	—	—	—
Options forfeited / cancelled / expired during the period	—	(66,377)	—	—
Options outstanding as of end of the period	6.81	39,169	6.81	105,546
Options exercisable as of end of the period	6.81	33,543	6.81	63,522

Those issued in March 2018 have a fair value of $8.464 per option. A roll forward of the March 2018 Phantom Shares are as follows:

	2019		2018	
	Weighted average exercise price	Share Options (Number)	Weighted average exercise price	Share Options (Number)
	(US$)		(US$)	
Options outstanding as of beginning of the period	6.81	77,129	—	—
Options granted during the period	—	—	6.81	77,129
Options exercised during the period	—	—	—	—
Options forfeited / cancelled / expired during the period	—	(61,723)	—	—
Options outstanding as of end of the period	6.81	15,406	6.81	77,129
Options exercisable as of end of the period	6.81	8,450	6.81	8,065

A summary of the stock options outstanding and exercisable as of June 30, 2019 is as follows:

Exercise price or range US$	Options outstanding Number	Options outstanding Weighted average remaining life (years)	Weighted average exercise price US$	Number	Options outstanding Weighted average remaining life (years)	Weighted average exercise price US$
6.81	21,032	0.81	6.81	41,994	1.83	6.81

The weighted average fair value of the Phantom stock options as of June 30, 2019 is $8.458. For the year ended June 30, 2019, the Subsidiaries recognized an expense of share-based payment amounting to $0.6 million (June 30, 2018: $0.8 million). There were no Phantom Stock options with intrinsic value as of June 30, 2019. The liability under the Phantom stock option plan as of June 30, 2019 was included as other non-current liabilities in Note 15.

On December 28, 2018, the Board of Directors, pursuant to a provision in the Phantom Stock Plans terminated the Phantom Stock Plans for IBEX Global Solutions (Private) Limited, DGS (Private) Limited, eTelequote (Private) Limited, IBEX Global Solutions Senegal S.A., Virtual World (Private) Limited, and IBEX Global Solutions Nicaragua SA. All phantom stock options under these specific Phantom Stock Plans were cancelled upon termination of the identified Phantom Stock Plans. The Phantom Stock Plans for IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, and IBEX Global Jamaica Limited remain in effect. The Group reversed the expense of $0.9 million of phantom stock in connection to forfeiture for vesting conditions not being met during the year ended June 30, 2019.

19.5 2018 Restricted Share Program

On December 21, 2018, our board of directors and shareholders approved and adopted the Holding Company's 2018 Restricted Share Plan (the "2018 RSA Plan"). The following description of the 2018 RSA Plan is as follows.

Purpose

We believe that the 2018 RSA Plan will enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2018 RSA Plan provides for grants of restricted stock awards.

Eligibility

Selected employees, consultants or directors of our company or our affiliates will be eligible to receive non - statutory restricted stock awards under the 2018 RSA Plan, but only employees of our company will be eligible to receive incentive stock awards.

Administration

The 2018 RSA Plan is administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2018 RSA Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator has the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2018 RSA Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2018 RSA Plan and any agreements related to awards granted under the 2018 RSA Plan. Our board of directors may also delegate authority to one of more of our officers to make awards under the 2018 RSA Plan.

Available Shares

Subject to adjustment, Restricted Shares may be granted under the Plan for up to 2,559,323.13 class B common shares, $0.000111650536 par value per Class B common share, of the Group (the “Class B Common Shares”). Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions.

If any Restricted Share award expires or is forfeited in whole or in part (including as the result of Class B Common Shares subject to such Restricted Share award being repurchased by the Company pursuant to a contractual repurchase right or being forfeited back to the Company), the unused Class B Common Shares covered by such Restricted Share award shall again be available for the grant of Restricted Shares. Additionally, any Class B Common Shares delivered to the Company by a Participant to either used to purchase additional Restricted Shares or to satisfy the applicable tax withholding obligations with respect to Restricted Shares (including shares retained from the Restricted Share award creating the tax obligation) shall be added back to the number of shares available for the future grant of Restricted Shares.

Restricted Shares

The Board may grant Restricted Share awards entitling recipients to acquire Class B Common Shares (“Restricted Shares”), subject to the right of the Company to repurchase all or part of such Restricted Shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued

at no cost) from the recipient in the event that conditions specified by the Board in the applicable Restricted Share award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Restricted Share award.

The Board shall determine the terms and conditions of a Restricted Share award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of restricted stock, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination

Our board of directors may, at any time, amend or terminate the 2018 RSA Plan but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards granted under the 2018 RSA Plan may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2018 RSA Plan in December 2018 granted 2,373,374 shares, of which 721,596 shares vested on December 31, 2018. The remaining awards will vest between 13 months to 4 years, depending on the individual.

Fair value of common shares

The fair market value per share at the time of issuance was $0.61 which was derived from using the Monte Carlo simulation.

Expected term

The expected term of options granted is 3.84 years. The Group assumes all options will be exercised at the contractual term of the option.

Volatility

Management used an average volatility of comparable companies of 26.0%.

Expected dividends

The Holding Company does not expect to pay any dividends in the future.

Risk-free rate

The risk free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The risk free rate used for computation of fair value of options as of June 30, 2019 was 2.87%.

A summary of the restricted stock awards ("RSAs") outstanding as of June 30, 2019 are as follows:

	2019	
	Grant Date Fair Market Value	**RSA (Number)**
	(US$)	
RSAs outstanding as of beginning of the period	—	—
RSAs granted during the period	0.61	2,373,374
RSAs exercised during the period	—	—
RSAs forfeited/cancelled/expired during the period	—	—
RSAs outstanding as of end of the period	0.61	2,373,374
RSAs vested as of end of the period	0.61	956,835

Most of the 2,373,374 RSAs granted under the 2018 IBEX Plan during the year ended June 30, 2019 vest over time, with an initial portion vesting at December 31, 2018 and the remainder vesting equally on a monthly basis for a period of 13 months to four years. The remaining RSAs vest based on certain performance criteria which are:

- the consummation of a successful initial public offering on or before December 31, 2019;
- there is an initial public offering of the Group's class A common shares, and thereafter, the average price per share traded in such public market equals or exceeds $17.42 per share at any point in time; and
- meeting specific revenue and EBITDA targets during the period from January 1, 2019 to December 31, 2019.

As of June 30, 2019, 956,835, or 40.3%, of the outstanding RSAs have vested. The Company recognized the amount of stock compensation expense for RSAs initially vesting on the first vesting date with the exception of members of the executive leadership team (the "ELT").

As all members of the ELT are primarily based in the United States (the "US"), in order to gain the benefit of the 83(b) election (an 83(b) election applies to equity that is subject to vesting, and it alerts the Internal Revenue Service (IRS) to tax the elector for the ownership at the time it of granting, rather than at the time of stock vesting), they have purchased the shares through a Related Party Loan which is subject to 3% interest (See Related Party Notes, Note 23). These notes are a 50% / 50% split between recourse and non – recourse, with the non-recourse portion being secured by those class B shares issued to the borrower. The Group did not record the expense of the non – recourse component, 503,260 shares of the 1,006,519 shares which vested at June 30, 2019 applicable to the ELT.

As to the remaining unvested RSAs, the Company will recognize an expense in a similar fashion for the ELT over the vesting period on an accelerated basis.

For the non – ELT members as well as the non - employee members of the board, at June 30, 2019, the Group recognized $0.3 million of stock based compensation expense.

The Group recognized $4.9 million and $9.7 million of stock based compensation expense (including 2017 IBEX stock plan, Phantom stock plan and 2018 RSA Plan) for the year ended June 30, 2019 and 2018 respectively including $0.9 million and $1.3 million for the year ended June 30, 2019 and 2018 respectively related to disposal of subsidiary (see Note 30.3).

20. EARNINGS PER SHARE

Basic earnings per share is calculated by dividing the profit attributable to equity holders of the Holding Company by the weighted average number of ordinary shares in issue during the year. Diluted earnings per share is calculated by dividing the profit attributable to equity holders of the Holding Company by the weighted average number of ordinary shares in issue and the potential ordinary shares.

On December 21, 2018, the Group cancelled the 2017 IBEX Plan (see Note 19) and issued Restricted Stock Awards (the RSA Plan). At June 30, 2019 there were 956,835 vested out of the 2,373,374 awards that have vested. The unvested shares of 1,405,344 have a small dilutive impact to the Earnings / (Loss) Per Share. Additionally, 144,374 warrant shares have vested and are a component of the basic per share calculation. The remaining unvested warrant shares have an anti – dilutive impact.

	June 30, 2019	June 30, 2018
	(US$'000)	
Total - Profit / (loss) attributable to shareholders of the Holding Company	10,965	(15,881)
Continuing operations - Loss attributable to shareholders of the Holding Company	(4,519)	(20,762)
Total – Profit / (loss) attributable to ordinary shareholders of the company	—	—
Continuing operations – Profit / (loss) attributable to ordinary shareholders of the company	—	—
	(Shares)	
Weighted average number of ordinary shares - basic	956,835	—
	(US$)	
Total - Basic earnings loss per share	—	—
Continuing operations - Basic loss per share	—	—
	(Shares)	
Weighted average number of ordinary shares - diluted	12,461,182	11,195,649
	(US$)	
Total - Diluted earnings per share	—	(1.42)
Continuing operations - Diluted loss per share	(0.36)	(1.85)

As required under IAS 33:26, where changes in a company's share capital structure result in changes to the number of ordinary shares in issue without a corresponding change in resources, it is necessary to adjust the number of ordinary shares disclosed for comparative periods to reflect these changes. The changes in the Company's equity structure in December 2018, as disclosed in Note 12, had the effect of re - designating all of the shares in issue at June 30, 2018 into Series A,B, and C preferred convertible shares.

The Series A, B and C preferred convertible shares as defined in Note 12, do not meet the definition of ordinary shares under IAS 33 because of their preferred participation rights, under which Series B and C are entitled to receive total dividends of $139.7 million subsequent to Series A receiving the first $9.5 million in dividends before dividends may be paid on the Class A and B Common Shares. No dividends have been paid on these shares to date. Accordingly the company's Class A and Class B common shares are deemed to be the only ordinary shares for purposes of calculating earnings per share.

As the income for the year ended June 30, 2019, and the loss for the year ended June 30, 2018, did not exceed the value of the preferred participation rights attaching to the Series A, B and C preferred convertible shares, the income/loss attributable to the ordinary shareholders of the company has been assessed as $0.

For the year ended June 30, 2019, a voluntary conversion of the Series A, B and C preferred convertible shares would be antidilutive, because all shares of the company would become ordinary shares and the income for the period would be attributable to all such shares. For the year ended June 30, 2018 the effect of conversion would be dilutive as the company recorded a loss for that year.

21. DIVIDEND DISTRIBUTION

The Holding Company has not declared or paid any dividends during the fiscal year ended June 30, 2019 and fiscal year ended June 30, 2018. One of the subsidiaries of the Group paid a dividend liability of $1.6 million during the year ended June 30, 2019 which was declared in year ended June 30, 2017.

As the Company enacted a new equity structure, in the event that the Holding Company declares a dividend, the Company shall not declare nor pay any dividends or make any distribution upon other class of shares of the Company until and unless the Company has declared and paid aggregate dividends of at least approximately $9.5 million with respect to the individual Series A share (See Note 12.1 for details).

22. FINANCIAL INSTRUMENTS AND RELATED DISCLOSURES

Financial risk management

The Group's activities expose it to a variety of financial risks: market risk (including interest rate risk and currency risk), credit risk and liquidity risk. The Board of Directors has the overall responsibility for the establishment and oversight of the Group's risk management framework.

The Group's risk management policies are established to identify and analyze the risks faced by the Group, to set appropriate risk limits and to monitor risks and adherence to limits. Risk management policies are reviewed regularly to reflect changes in the market conditions and the Group's activities. The Group's Board of Directors oversees how management monitors compliance with the Group's risk management policies and procedures, and reviews the adequacy of the risk management framework in relation to the risks faced by the Group.

A summary of the financial instruments held by category is provided below:

	June 30, 2019	June 30, 2018
	(US$'000)	
Financial assets - amortized cost		
Deposits	3,303	2,458
Trade receivables	63,025	49,518
Other receivables	3,587	3,505
Due from related parties	1,768	515
Cash and cash equivalents	8,873	13,519
	80,556	**69,515**
Financial liabilities - amortized cost		
Lease liabilities	69,234	—
Borrowings	49,019	61,756
Trade and other payables	19,870	23,232
Related Party Loans	—	1,200
Due to related parties	6,169	11,546
	144,292	**97,734**
Financial liabilities – fair value through profit and loss		
Warrant liabilities (Note 28)	751	965
	751	**965**

Movement of Warrant liabilities as of June 30, 2019 and 2018:

	June 30, 2019	June 30, 2018
	(US$'000)	
Opening balance	965	—
Fair Value Adjustment	(364)	(3,326)
Warrants vested during the year	150	4,291
Closing balance	**751**	**965**

Fair value hierarchy

The Group uses the following hierarchy for determining and disclosing the fair value of financial instruments by valuation technique:

- Level 1: quoted (unadjusted) prices in active markets for identical assets and liabilities;
- Level 2: other techniques for which all inputs which have a significant effect on the recorded fair value are observable, either directly or indirectly; and
- Level 3: techniques which use inputs that have a significant effect on the recorded fair value that are not based on observable market data.

The fair value of the Group's financial liability is measured at fair value on a recurring basis. The following table gives information about how the fair value of this financial liability is determined, additional disclosure is given in Note 28:

		June 30, 2019	June 30, 2018
		(US$'000)	
Financial liabilities – fair value through profit and loss	**Fair value hierarchy**		
Warrant liabilities (Note 28)	Level 3	751	965
		751	**965**

There were no transfers between the different hierarchy levels in the year ended June 30, 2019.

22.1 Market risk

22.1.1 Interest rate risk

The Group's exposure to market risk for changes in interest rates relates primarily to the cash and bank balances and credit facilities. Borrowings under the PNC Credit Facility bear interest at LIBOR plus 1.75% or the PNC Commercial Lending Rate for domestic loans and, in the case of Term Loan C, LIBOR plus a margin of 4.0%. Borrowings under the HBC Loan Facility bear interest at the Prime Rate plus 2.50%.

Other than a floating to fixed interest-rate swaps entered into in August 2016 and June 2019 to hedge the interest rate risk on the Term Loan A, Term Loan C and PNC Credit Facility with PNC, the Group does not use derivative financial instruments to hedge its risk of interest rate volatility.

Based on the Group's debt position as of June 30, 2019 and taking into account the impact of the interest-rate swap referred above; a 1% change in interest rates would impact the finance costs by $0.8 million (June 30, 2018: $0.5 million).

22.1.2 Foreign currency exchange risk

The Group serves many of our U.S.-based clients using contact center capacity in various countries such as Philippines, Pakistan, Nicaragua and Jamaica. Although contracts with these clients are typically priced in U.S. dollars a substantial portion of related costs is denominated in the local currency of the country where services are provided, resulting in foreign currency exposure which could have an impact on our results of operations. Our primary foreign currency exposures are in Philippine Peso, Jamaican Dollar, and Pakistani Rupee; to a lesser extent, we have exposures in Euro, Pound Sterling, CFA Franc (XOF), Nicaraguan Cordoba, Canadian Dollar and Emirati Dirham. There can be no assurance that we can take actions to mitigate such exposure in the future, and if taken, that such actions will be successful or that future changes in currency exchange rates will not have a material adverse impact on our future operating results. A significant change in the value of the U.S. Dollar against the currency of one or more countries where we operate may have a material adverse effect on our financial condition and results of operations.

Foreign currency exchange risk arises mainly where receivables and payables exist due to transactions entered into in foreign currencies. As such, the management believe that, the Group is exposed to the following foreign currency exchange risks:

- Transaction foreign currency risk is the exchange risk associated with the time delay between entering into a contract and settling it. Greater time differences exacerbate transaction foreign currency risk, as there is more time for the two exchange rates to fluctuate.
- Translation foreign currency risk is the risk that the Group's non-U.S. Dollar assets and liabilities will change in value as a result of exchange rate changes. Monetary assets and liabilities are valued and translated into U.S. Dollars at the applicable exchange rate prevailing at the applicable date. Any adverse valuation moves due to exchange rate changes at such time are charged directly and could impact our financial position and results of operations. For the purposes of preparing the consolidated financial statements, the Group convert subsidiaries' financial statements as follows:

  Statements of financial position are translated into U.S. Dollars from local currencies at the period-end exchange rate, shareholders' equity is translated at historical exchange rates prevailing on the transaction date and income and cash flow statements are translated at average exchange rates for the period.

With all other variables held constant, a 5.0% depreciation in the Philippine Peso against the U.S. dollar would have decreased net loss after taxation in the fiscal year ended June 30, 2019 by approximately $1.1 million (June 30, 2018: $0.2 million). Conversely, a 5.0% appreciation in the Philippine Peso against the U.S. dollar would have increased net loss after taxation in the fiscal year ended June 30, 2019 by approximately $1.1 million (June 30, 2018: $0.2 million). A 5.0% depreciation in Euro against the U.S. dollar would have decreased net loss after taxation in the fiscal year ended June 30, 2019 by approximately $0.06 million (June 30, 2018: $0.001 million). Conversely, a 5.0% appreciation in the Euro against the U.S. dollar would have increased net loss after taxation in the fiscal year ended June 30, 2019 by approximately $0.06 million (June 30, 2018: $0.001 million). Similarly, a 5.0% depreciation in the Pakistani Rupee against the U.S. dollar would have decreased our net loss after taxation in the fiscal year ended June 30, 2019 by approximately $0.2 million (June 30, 2018: $0.03 million). Conversely, a 5.0% appreciation in the Pakistani Rupee against the U.S. dollar would have increased our net loss after taxation in the fiscal year ended June 30, 2019 by approximately $0.2 million (June 30, 2018: $0.03 million).

22.2 Credit risk

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and causes the other party to incur a financial loss. The Group is exposed to credit risk on its accounts receivable mainly in the communications services, technology, consumer, and industrials sectors. The Group mitigates the risk by diversifying its client base in these sectors.

Financial instruments which potentially expose the Group to concentrations of credit risk consist primarily of cash and cash equivalents, accounts receivable, loans and advances and notes receivable. The Group's cash and cash equivalents are held with US and foreign commercial banks. The balance at times may exceed insured limits.

Credit rating wise breakup of bank balances:

	June 30, 2019	June 30, 2018
	(US$'000)	
AA	**670**	880
AA-	**3,081**	4,178
A-1+	**212**	206
A-1	**123**	168
A+	**847**	5,241
A	**265**	125
A-	**102**	2,702
A2	**—**	—
A3	**—**	—
BBB+	**2,201**	—
BBB	**1,361**	—
BBB-	**—**	19
Non - Rated	**11**	—
Total	**8,873**	13,519

The maximum exposure to credit risk is as follows:

	June 30, 2019	June 30, 2018
	(US$'000)	
Financial assets - amortized cost		
Deposits	3,303	2,458
Trade receivables	63,025	49,518
Other receivables	3,587	3,505
Due from related parties	1,768	515
Cash and cash equivalents	8,873	13,519
	80,556	**69,515**

The Group has the following exposure to concentration of credit risk with clients representing greater than 5% of the consolidated revenue or receivable balances:

	2019			
	Revenue		Trade debts gross	
	Amount (US$ '000)	% of total	Amount (US$ '000)	% of total
Client 1	74,835	20%	10,770	16%
Client 2	67,094	18%	13,716	21%
Client 3	44,509	12%	9,042	14%
Subtotal	186,438	51%	33,528	51%
Others	181,942	49%	32,358	49%
	368,380	100%	65,886	100%
Revenue from discontinued operations	64,740	—	—	—

	2018			
	Revenue		Trade debts gross	
	Amount (US$ '000)	% of total	Amount (US$ '000)	% of total
Client 1	78,663	23%	10,432	20%
Client 2	63,233	18%	11,250	22%
Client 3	52,837	15%	6,586	12%
Subtotal	194,733	57%	28,268	54%
Others	147,467	43%	23,770	46%
	342,200	100%	52,038	100%
Revenue from discontinued operations	34,871	—	—	—

The Group continuously monitors defaults of customers and other counterparties, identified either individually or by group, and incorporate this information into its credit risk controls.

The consolidated entities recognizes a loss allowance for expected credit losses on financial assets which are either measured at amortized cost. The measurement of the loss allowance depends upon the assessment at the end of each reporting period as to whether the financial instrument's credit risk has increased significantly since initial recognition, based on reasonable and supportable information that is available, without undue cost or effort to obtain. Based on the historic trend and expected performance of the customers, the Group believes that the below expected credit loss allowance sufficiently covers the risk of default.

On the above basis the expected credit loss for trade receivables as at June 30, 2019 and June 30, 2018 was determined as follows:

	June 30, 2019 (US$'000)						
	Not overdue	Due: 0 to 30 days	Due: 31 - 60 days	Due: 61 to 90 days	Due: 91 - 180 days	Due: over 180 days	Total
Expected credit loss rate	—	4%	3%	22%	51%	98%	—
Gross carrying amount	59,994	2,316	1,187	110	387	1,892	**65,886**
Lifetime expected credit loss	—	96	39	24	196	1,854	**2,209**

	June 30, 2018 (US$'000)						
	Not overdue	Due: 0 to 30 days	Due: 31 - 60 days	Due: 61 to 90 days	Due: 91 - 180 days	Due: over 180 days	Total
Expected credit loss rate	—	11%	22%	14%	30%	84%	—
Gross carrying amount	48,197	492	784	109	115	2,341	**52,038**
Lifetime expected credit loss	—	56	172	15	35	1,966	**2,244**

The Group does not hold any collateral against these assets. Financial assets other than trade debts have no material ECL allowances on those balances as of June 30, 2019.

22.3 Liquidity risk

The Group's policy is to ensure that it will always have sufficient cash to allow it to meet its liabilities when they become due. To achieve this aim, it seeks to maintain cash balances (or agreed facilities) to meet expected requirements for a period of at least 45 days. The Board receives cash flow projections on a quarterly basis as well as information regarding cash balances and investments. The liquidity risk of each group entity is managed at the entity level. Where facilities of group entities need to be increased, approval must be sought by the entity's CFO. Where the amount of the facility is above a certain level, agreement of the Group CFO and the board is needed.

The following table presents the contractual maturities (liquidity analysis) as of June 30, 2019 and 2018:

	June 30, 2019			
	Less than 1 year	1 - 3 years	4 - 5 years	Total
	(US$'000)			
Deposits	1,373	1,930	—	3,303
Trade receivables	63,025	—	—	63,025
Other receivables	3,587	—	—	3,587
Due from related parties	1,768	—	—	1,768
Cash and cash equivalents	8,873	—	—	8,873
Subtotal	**78,626**	**1,930**	**—**	**80,556**
Lease liability	15,954	27,136	52,526	95,616
Long - term other borrowings	5,933	6,694	964	13,591
Line of credit	36,026	—	—	36,026
Trade and other payables	19,870	—	—	19,870
Due to related parties	6,169	—	—	6,169
Subtotal	**83,952**	**33,830**	**53,490**	**171,272**
Net liquidity position	**(5,326)**	**(31,900)**	**(53,490)**	**(90,716)**

	June 30, 2018			
	Less than 1 year	1 - 3 years	4 - 5 years	Total
	(US$'000)			
Deposits	585	1,873	—	2,458
Trade receivables	49,518	—	—	49,518
Other receivables	3,505	—	—	3,505
Due from related parties	515	—	—	515
Cash and cash equivalents	13,519	—	—	13,519
Subtotal	**67,642**	**1,873**	**—**	**69,515**
Obligation under finance leases	2,010	955	—	2,965
Long - term other borrowings	5,696	5,163	4,382	15,241
Line of credit	30,202	—	—	30,202
Private placement notes	16,300	—	—	16,300
Convertible loan note	805	—	—	805
Trade and other payables	22,969	—	—	22,969
Due to related parties	11,546	—	—	11,546
Subtotal	**89,528**	**6,118**	**4,382**	**100,028**
Net liquidity position	**(21,886)**	**(4,245)**	**(4,382)**	**(30,513)**

23. TRANSACTION WITH RELATED PARTIES

Related parties of the Group comprise of related entities, staff retirement funds, directors and key management personnel. A "related entity" is an entity that TRGI has control or significant influence over.

Material related party balances and transactions other than reorganization transaction and those disclosed elsewhere in these consolidated financial statements, are given below:

	June 30, 2019				
	Relationship with related party	Service delivery revenue	Service delivery expense	Due from related parties	Due to related parties
		(US$'000)			
BPO Solutions, Inc.	Related entity	—	—	—	3,611
Alert Communications, Inc.	Related entity	150	—	370	—
TRG Marketing Services, Inc.	Related entity	—	—	19	—
Afiniti International Holdings Limited	Related entity	54	70	—	503
TRG Holdings, LLC	Related entity	—	—	—	1,913
The Resource Group International Limited	Parent	—	—	162	—
Third Party Lessor	Related entity	342	77	201	—
3rd Party Client and Internet Services Provider	Related entity	883	73	451	93
IBEX Holdings Executive Leadership	Officers	—	—	307	—

TRG (Private) Limited	Related entity	—	—	—	49
Etelequote	Related entity	—	—	258	—
		1,429	**220**	**1,768**	**6,169**

		June 30, 2018			
	Relationship with related party	Service delivery revenue	Service delivery expense	Due from related parties	Due to related parties
		(US$'000)			
BPO Solutions, Inc.	Related entity	—	1,287	—	3,600
Alert Communications, Inc.	Related entity	66	—	220	—
TRG Marketing Services, Inc.	Related entity	—	—	19	—
Afiniti International Holdings Limited	Related entity	109	68	—	367
TRG Holdings, LLC	Related entity	—	—	—	232
The Resource Group International Limited	Parent	—	—	—	7,134
Third Party Lessor	Related entity	291	485	178	40
3rd Party Client and Internet Services Provider	Related entity	1,100	65	98	16
TRG (Private) Limited	Related entity	—	—	—	157
		1,566	**1,905**	**515**	**11,546**

23.1 Service delivery revenue and expenses are incurred by the Group in the ordinary course of business. These transactions were executed on mutually agreed terms. These represent call center and back office support services provided to subsidiaries of the Group.

23.2 A Senior executive within one of our vendors serves on the Board of our Controlling Shareholder. The Group maintains a lease on office space along with having a client relationship between Virtual World and the aforementioned company.

23.3 A Senior executive within one of our customers serves as a Board member of our IBEX Senegal subsidiary. The Group maintains both a vendor and a client relationship with this company.

23.4 The balance due to TRG Holdings, LLC includes loan of $1.3 million to the Holding Company with an interest rate of 15% per annum and shall mature in the year ending June 30, 2020.

23.5 A Senior executive within one of our vendors serves as a board of our DGS Group. The Group maintains a lease on office space with this Company.

23.6 RELATED PARTY LOANS

Under a convertible loan note agreement between a subsidiary of the Group and TRGI, these loan notes may convert into ordinary shares at the option of TRGI if there is external funding in the subsidiary in excess of $3 million. Out of total loan amount, there were no disbursements during the current year and June 30, 2018. The loan of $1.2 million was paid in full during the year June 30, 2019.

In June 2017, an officer of the Controlling Shareholder, as part of e-Telequote Insurance, Inc. issuance of the Senior Secured Notes, entered in an agreement with e – Telequote Insurance, Inc. with whom he also serves as a member of their board. The terms of the agreement are:

- Principal: $0.5 million
- Maturity: May, 2019
- Interest: 12%

23.7 Receivable from executive leadership represents the purchase of the shares through RSA (See Note 19.5)

24. CAPITAL RISK MANAGEMENT

Capital risk management is carried out by the Group's management. The Group's board of directors sets Capital risk management policies and procedures to which our management is required to adhere. The Group's management identifies and evaluates Capital risks and enters into agreements and explore avenues to mitigate these risk exposures in accordance with the policies and procedures outlined by the Group's board of directors.

The Group manages its capital to safeguard that the Group will be able to continue as a going concern. The capital structure of the Group consists of cash at bank and in hand and cash equivalents, borrowings, and preferred shares. In addition the Group's capital structure includes equity attributed to the holders of equity instruments of the Holding Company, such as capital, reserves and results carried forward, as mentioned in the consolidated statement of changes in equity.

The Group manages its capital structure and makes the necessary adjustments in the light of changes of economic circumstances, the risk characteristics of underlying assets and the projected cash needs of the current and prospective operational / financing / investment activities. The adequacy of the Group's capital structure will depend on many factors, including capital expenditures, market developments and any future acquisition.

The Group and its subsidiaries are not subject to any externally imposed capital requirements, other than those imposed by generally applicable company law requirements.

In order to maintain or adjust the capital structure, the Holding Company may adjust the amount of dividends paid to shareholders, return capital to shareholders, issue new shares or sell assets to reduce debt.

25. SEGMENT INFORMATION

Management has determined its operating segments based on reports reviewed by the Board of Directors ("BOD") that are used to assess the performance of the various components and in making resource allocation decisions. Management has determined that the lines of the business constitute operating segments. There are two operating segments, namely, customer management and customer acquisition.

Each of the operating segments identified above have their own management and leadership teams and face unique sets of market dynamics. A brief description of segments and type of revenues they generate is given below:

- Customer Management - Customer Management segment comprises the Engagement, Expansion and Experience solutions. The suite of customer engagement solutions consist of customer service, technical support and other value added outsourced back office services. This omni-channel offering is delivered through voice, email, chat, SMS, social media and other communication applications. The customer expansion solution is a derivative of the segment's customer engagement solution, combining traditional BPO solutions with the segment's sales and acquisition oriented contact center capability to allow existing clients to further mine their existing customer base. The segment's customer experience solution is comprised of a comprehensive suite of proprietary software tools to measure, monitor and manage the customer experience.

- Customer Acquisition - In the Customer Acquisition segment, the segment works with consumer-facing businesses and acquires customers for them. Most of the customer acquisition solutions are based on two steps: (a) generating or purchasing a lead or a prospect, and (b) converting that lead or prospect into a customer, most frequently through a voice-based channel. In this segment, customers are primarily acquired for clients in the telecommunications, cable, technology and insurance industries. The segment's activity for the insurance industry is conducted through segment's Medicare Insurance division, which acquires customers for the leading health insurance carriers. The Group disposed of the part of the segment related to the insurance industry on June 26, 2019 as included in Note 30.3.

The BOD assesses the Group's internal performance on the following basis:

- Third party revenue; and
- Adjusted EBITDA

Adjusted EBITDA from continuing operations is a non-GAAP financial measure that represents the Group's net (loss) before finance cost, income tax expense, non-cash items of depreciation and amortization, foreign exchange losses and share-based payments. Adjustment is also made, if necessary, to eliminate the effect of non-recurring charges. Whereas EBITDA represents the Group's net (loss) before finance cost, income tax expense and non-cash items of depreciation and amortization. The management believes that Adjusted EBITDA is a meaningful indicator of the health of the Group's business as it reflects the ability to generate cash that can be used to fund recurring capital expenditures as well as growth and it also disregards non-cash or non-recurring charges that the management believe are not reflective of the Group's long-term performance.

25.1 Information about segments

The segment information provided to the chief operating decision makers for the operating segments for the year ended June 30, 2019 and 2018 is as follows:

	June 30, 2019		
	Customer management	**Customer acquisition**	**Total**
		(US$'000)	
Segment revenue	321,810	53,033	374,843
Less: inter-segment revenue	(6,327)	(136)	(6,463)
Revenue from external customers[1]	**315,483**	**52,897**	**368,380**
Adjusted EBITDA from continuing operations	**33,487**	**2,808**	**36,295**

1 Includes impact of adoption of IFRS 15 for the year ended June 30, 2019. See Note 3.9.1 for details.

	June 30, 2018		
	Customer management	**Customer acquisition**	**Total**
		(US$'000)	
Segment revenue	289,475	57,428	346,903
Less: inter-segment revenue	(4,355)	(348)	(4,703)
Revenue from external customers	**285,120**	**57,080**	**342,200**
Adjusted EBITDA from continuing operations	**2,099**	**2,197**	**4,296**

25.2 Adjusted EBITDA from continuing operations for the year

	June 30, 2019	June 30, 2018
	(US$'000)	
Net income / (loss) for the period - continuing operations	(4,519)	(20,762)
Finance expense	7,709	3,093
Income tax expense / (benefit)	3,615	(108)
Depreciation and amortization	20,895	12,182
EBITDA from continuing operations[a]	**27,700**	**(5,595)**
Non-recurring expenses[b]	4,239	4,112
Other income[c]	(641)	(547)
Fair value adjustment[d]	(364)	(3,326)
Share-based payments[e]	4,087	8,386
Foreign exchange losses	1,274	1,266
Adjusted EBITDA from continuing operations	**36,295**	**4,296**

a) EBITDA from continuing operations includes impact of adoption of IFRS 16 in financial year 2019 (see Note 25.8).

b) For the fiscal year ended June 30, 2019, the Group incurred non – recurring legal expenses (including legal settlements) of $4.2 million related to IBEX Global Solutions Limited and for the year ended June 30, 2018, the Group incurred non-recurring legal expenses of $0.3 million related to DGS EDU LLC and $1.3 million related to IBEX Global Solutions Limited, severance expenses of $1.1 million related to IBEX Global Solutions Limited and listing expenses of the Holding Company of $1.4 million.

c) For the fiscal year ended June 30, 2019, other income represented the proceeds from the sale of DGS EDU LLC of $0.2 million and deferred income of $0.4m related to IBEX Global Solutions Limited and for the year ended June 30, 2018, other income represented proceeds from a legal settlement received by Digital Globe Services, Inc. of $0.2 million and insurance proceeds of $0.3 million received by IBEX Global Solutions Limited against settlement.

d) For the year ended June 30, 2019 and 2018, the Group recorded a revaluation associated with the Amazon warrants (see Note 28 for details).

e) For the year ended June 30, 2019, the amount includes the cancellation of the 2017 IBEX Stock Plan and the Phantom stock plans ($3.3 million) partially offset by the elimination of the liability associated with the Phantom plans ($1.0 million). For the fiscal year ended June 30, 2018, share-based payments was primarily related to share-based payments expense of $8.4 million pertaining to options to purchase an aggregate of 1,633,170 common shares awarded from December 22, 2017 through and including June 30, 2018, net of forfeitures of 145,399 options.

25.3 Revenue from contracts with customers

The Group generates more than 98% of its revenue in the United States of America and more than 50% of its revenue generates from three major customers.

	June 30, 2019	June 30, 2018
	(US$'000)	
Revenue from continuing operations:		
United States of America	367,541	339,054
Others	7,302	7,849
Total[1]	374,843	346,903
Inter-segment revenue	(6,463)	(4,703)
Revenue from external customers	**368,380**	**342,200**
Revenue from discontinued operations:		
United States of America	64,740	34,871

1 Includes impact of adoption of IFRS 15 for the year ended June 30, 2019. See Note 3.9.1 for details.

The Group's revenue disaggregated by pattern of revenue recognition is as follows:

	June 30, 2019	June 30, 2018
	(US$'000)	
Pattern of Revenue recognition		
− Services transferred at a point in time	52,897	57,080
− Services transferred over time	315,483	285,120
	368,380	**342,200**

The movement in the deferred revenue is as follows:

	June 30, 2019	June 30, 2018
	(US$'000)	
Opening balance	6,365	6,496
Revenue recognized during the year	(3,763)	(4,036)
Revenue deferred during the year	2,539	3,905
Closing balance	**5,141**	**6,365**

The following aggregated amounts of deferred revenue from existing contracts that are to be recognized in revenue in the following fiscal years:

	FY2020	FY2021	FY2022	Total
		(US$'000)		
Deferred Revenue expected to be recognized	4,131	931	79	5,141

Renewal receivables movement until the date of disposal of subsidiary is as follows:

	June 26, 2019	June 30, 2018
	(US$'000)	
Opening balance	35,900	18,141
Revenue recognized during the year	45,916	22,391
Cash receipts during the year	(9,633)	(4,632)
Closing balance	**72,183**	**35,900**

Renewal receivables as of June 26, 2019 and June 30, 2018 relates to subsidiary disclosed as discontinued operations in Note 30.3.

25.4 Income/(loss) by operating segment

	June 30, 2019	June 30, 2018
	(US$'000)	
Customer management	(5,228)	(18,993)
Customer acquisition	709	(1,769)
Total[1]	**(4,519)**	**(20,762)**
Income from discontinued operation	15,484	4,881

1 Includes impact of adoption of IFRS 15 for the year ended June 30, 2019. See Note 3.9.1 for details.

25.5 Non-current assets by location

	June 30, 2019	June 30, 2018
	(US$'000)	
United States of America	38,830	52,530
Others	65,180	17,333
Total[1]	**104,010**	**69,863**

1 Excludes deferred tax asset.

25.6 Total assets by segment

	June 30, 2019	June 30, 2018
	(US$'000)	
Customer management	171,674	99,432
Customer acquisition	16,628	57,649
Total	**188,302**	**157,081**

25.7 Total liabilities by segment

	June 30, 2019	June 30, 2018
	(US$'000)	
Customer management	165,588	89,294
Customer acquisition	14,086	39,834
Total	**179,674**	**129,128**

25.8 Impact for changes in accounting policy

The adoption of the new leasing standard described in Note 3.2 had the following impact on the segment disclosures in the current year:

	Adjusted EBITDA - continuing operations	Interest	Depreciation	Assets	Liabilities
			(US$'000)		
Customer management	11,194	3,690	9,842	60,290	62,476
Customer acquisition	526	331	444	4,209	4,437
Total	**11,720**	**4,021**	**10,286**	**64,499**	**66,913**

25.9 Subsequent Events

Following the disposal on June 26, 2019 of Etelequote Limited, as detailed in Note 30.3, the Group has integrated its remaining Customer Acquisition operations with its Customer Management operations, such that in the period ending June 30, 2020, the Group no longer considers these to be discrete operating segments. Accordingly, the Group expects to report its results for future periods on a single segment basis.

26. Payroll and related costs

Expenses recognized for employee benefits are analyzed below:

	June 30, 2019	June 30, 2018
	(US$'000)	
Salaries and other employee costs	**216,617**	213,252
Social security and other taxes	**37,333**	38,457
Retirement - contribution plan	**513**	906
Pensions - defined benefit scheme	**129**	310
Total payroll and related costs	**254,592**	252,925
Payroll and related costs from discontinued operations	**22,182**	**14,380**

26.1 Remuneration of Key Management Personnel

The key management personnel include the directors.

	June 30, 2019	June 30, 2018
	(US$'000)	
Salaries and other employee costs	566	1,684
Share - based payments	760	3,099
Total remuneration of key management personnel	**1,326**	**4,783**

27. OTHER OPERATING COSTS

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Rent and utilities		6,272	16,868
Communication		7,546	8,175
Maintenance, repairs and improvements		11,956	9,534
Traveling and entertainment		10,378	9,690
Insurance		1,731	1,556
Legal and professional expenses	*27.1*	9,241	7,274
Allowance for trade receivables		237	575
Others		6,763	4,753
Other Operating Costs		**54,124**	**58,425**
Other Operating costs from discontinued operations		**3,241**	**3,581**

27.1 This includes non-recurring legal expenses (including settlements) of $4.2 million for the year ended June 30, 2019 and $1.6 million and listing costs of $1.4 million for the year ended June 30, 2018.

28. WARRANT

On November 13, 2017, as amended on April 30, 2018 and December 28, 2018 the Group issued to Amazon.com NV Investment Holdings LLC, a subsidiary of Amazon.com, Inc. ("Amazon"), a 10-year warrant to acquire approximately 1,429,303 of our Series B Preference Shares and approximately 14,437.4049 of our Series C Preference Shares, totaling 1,443,740 shares, representing 10.0% of our equity on a fully diluted and as-converted basis as of the date of issuance of the warrant. The warrant is exercisable, either for cash or on a net issuance basis, at a price per share equal to the initial public offering per share in this offering.

The Series B and C Preference shares subject to the warrant vest on an incremental basis upon the satisfaction of specified milestones that are tied to payments made by Amazon or its affiliates in connection with the purchase of services from us during a seven and a half year period ending on June 30, 2024, and

the warrant will become fully vested when a cumulative total of $600.0 million is paid by Amazon or its affiliates to us during this period. The vesting is partially accelerated in the event of a reorganization transaction (as defined in the warrant).The warrant is exercisable, either for cash or on a net issuance basis, at a price per share equal to:

- If, prior to June 30, 2018, no qualified IPO or qualified valuation event (each as defined in the warrant) occurs, the price will be $15.00,
- If a neither a qualified IPO not a qualified valuation event has occurred on or prior to June 30, 2018, but a qualified IPO or an M&A event occurs after June 30, 2018 but on or prior to December 31, 2019, the exercise price would be the lower of (i) $15.00 and (ii) as applicable: (x) the price established in respect of such IPO; or (y) 85% of the price per warrant share implied by the M&A event.

The common shares subject to the warrant vest on an incremental basis upon the satisfaction of specified milestones that are tied to payments made by Amazon or its affiliates in connection with the purchase of services from us during a seven and a half year period ending on June 30, 2024, and the warrant will become fully vested when a cumulative total of $600 million is paid by Amazon or its affiliates to us during this period. The vesting is partially accelerated in the event of a reorganization transaction (as defined in the warrant).

On March 16, 2018, the Company effected a reverse stock split which had an impact on employee stock option plans as well as the warrants associated with the Amazon warrant. As a result of the stock split, the number of common shares subject to the warrant was reduced based on the original agreement from 1,611,944 to 1,443,740 as per the amended agreement.

The exercise price and the number of shares issuable upon exercise of the warrant are subject to customary anti-dilution adjustments.

Amazon is entitled to customary shelf and piggy-back registration rights with respect to the shares issued upon exercise of the warrant. Amazon may not transfer the warrant except to a wholly-owned subsidiary of Amazon.

The Group opted to use the Monte Carlo simulation for calculating the value of the warrants at June 2019 and June 2018. The use of the Monte Carlo Simulation is appropriate for stock warrants where the complexity of the option may lend itself to outcomes based upon multiple different scenarios.

The Company estimated the fair value of warrants on the date of the grant (December 2017) at $6.935 using the Black Scholes valuation model. The model also requires the use of certain other estimates and assumptions that affect the reported amount of share-based payments cost recognized in the profit or loss:

Expected term

The expected term of options granted is ten years starting November 13, 2017, and ending November 12, 2027.

Volatility

Management used average volatility of comparable listed companies as 35.6%.

Expected dividends

The expected average dividend yield is 0% for the fiscal year ended June 30, 2019. The Holding Company does not expect to pay any dividends in the foreseeable future.

Risk-free rate

The risk-free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The average risk-free rate used for options granted during the twelve months ended June 30, 2019, was 2.40%.

There were no warrants cancelled or expired as of June 30, 2019. At June 30, 2019, 144,374 warrants were vested based on the agreed upon revenue criteria. The Company recorded an additional warrant asset and liability of $0.2 million in the year ended June 30, 2019.

Based on the number of warrants expected to vest, the total fair value of the warrant liability included in other non-current liabilities at date of issue is $4.0 million (see Note 14).

In June 2018, the Company revalued the warrant liability to account for the change in the fair market value of the organization. The updated fair value of warrants on June 30, 2018 of $1.67 that is based on the Monte Carlo simulation. Based on the number of warrants expected to vest, the total fair value of the warrant liability included in other non-current liabilities at June 30, 2018 is approximately $1.0 million (see Note 12).

In June 2019, the Company revalued the warrant liability to account for the change in the fair market value of the organization. The updated fair value of warrants on June 30, 2019 of $1.04 that is based on the Monte Carlo simulation. Based on the number of warrants expected to vest, the total fair value of the warrant liability included in other non-current liabilities at June 30, 2019 is approximately $0.8 million.

Warrant asset

Upon inception of this partnership with Amazon, the Company recorded both the warrant asset and liability. The Warrant Asset was initially recorded as $4.3 million. The asset will amortize on a pro rata based on the revenues actually recognized. The Company recorded a reduction to revenue of approximately $0.7 million and $0.5 million in the year ended June 30, 2019 and June 30, 2018 respectively. The current balance of the warrant asset at June 30, 2019 is $3.3 million ($3.8 million at June 30, 2018).

Fair value hierarchy

The financial instruments carried at fair value have been categorized under the three levels of the IFRS fair value hierarchy as follows:

- Level 1 – Instruments valued using quoted prices in active markets are instruments where the fair value can be determined directly from prices which are quoted in active, liquid markets and where the instrument observed in the market is representative.
- Level 2 – Instruments valued with valuation techniques using observable market data are instruments where the fair value can be determined by reference to similar instruments trading in active markets, or where a technique is used to derive the valuation but where all inputs to that technique are observable.
- Level 3 – Instruments valued using valuation techniques using market data which is not directly observable are instruments where the fair value cannot be determined directly by reference to market – observable information, and some other pricing technique must be employed. Instruments classified in this category have an element which is unobservable and which has a significant impact on the fair value.

Given these guidelines, the warrant liability associated with Amazon would be classified as a Level 3 liability.

29. RECONCILIATION OF PROFIT / LOSS BEFORE TAX

	Note	June 30, 2019	June 30, 2018
		(US$'000)	
Net profit / (loss) after tax		10,965	(15,881)
Income tax expense / (benefit) from continued operations	*18*	3,615	(108)
Income tax expense from discontinued operations	*30.3*	4,830	54
Total income / (loss) before taxation		**19,410**	**(15,935)**

30. HOLDING COMPANY INDIRECT SUBSIDIARIES

The following entities are indirect subsidiaries of the Holding Company through IBEX Global Limited:

			Ownership %	
Description	**Location**	**Nature of Business**	**2019**	**2018**
IBEX Global Solutions Limited	England	Holding company	100%	100%
IBEX Global Bermuda Limited	Bermuda	Call center	100%	100%
Lovercius Consultants Limited	Cyprus	Call center	100%	100%
IBEX Global Europe S.a.r.l.	Luxembourg	Tech support services	100%	100%
IBEX Global ROHQ	Philippines	Regional HQ	100%	100%
TRG Customer Solutions Inc. (TRG CS) (dba as IBEX Global Solutions)	USA	Call center	100%	100%
TRG Customer Solutions (Canada), Inc.	Canada	Call center	100%	100%
TRG Marketing Solutions Limited	England	Call center	100%	100%
Virtual World (Private) Limited	Pakistan	Call center	100%	100%
IBEX Philippines, Inc.	Philippines	Call center	100%	100%
IBEX Global Solutions (Philippines) Inc.	Philippines	Call center	100%	100%
TRG Customer Solutions (Philippines) Inc.	Philippines	Call center	100%	100%
IBEX Customer Solutions Senegal S.A. (formerly TRG Senegal SA.)	Senegal	Call center	100%	100%
IBEX Global Solutions (Private) Limited	Pakistan	Call center	100%	100%
IBEX Global MENA FZE	Dubai	Call center	100%	100%
IBEX I.P. Holdings Ireland Limited	Ireland	Holding company	100%	100%
IBEX Global Bermuda Limited	Bermuda	Call center	100%	100%
IBEX Global Solutions Nicaragua SA	Nicaragua	Call center	100%	100%
IBEX Global St. Lucia Limited	St. Lucia	Holding company	100%	100%
IBEX Global Jamaica Limited	Jamaica	Call center	100%	100%

IBEX Global Solutions France SARL	France	Call center	100%	100%

The following entities are indirect subsidiaries of the Holding Company through DGS Limited:

			Ownership %	
Description	**Nature of Business**	**Location**	**2019**	**2018**
Digital Globe Services, Inc.	USA	Internet marketing for residential cable services	100%	100%
Telsat Online, Inc.	USA	Internet marketing for non - cable telco services	100%	100%
DGS Worldwide Marketing Limited	Cyprus	Holding company and global marketing	100%	100%
DGS (Pvt.) Limited	Pakistan	Call center and support services	100%	100%
DGS EDU LLC	USA	Internet marketing for the education industry	100%	100%
DGS Auto LLC	USA	Motor vehicle licensing	100%	100%
7 Degrees LLC	USA	Digital marketing agency	100%	100%

The following entity is a Joint venture of the Holding Company:

			Ownership %	
Description	**Location**	**Nature of Business**	**2019**	**2018**
Lakeball LLC (Note 7)	USA	Internet Marketing for commercial cable services	47.5%	47.5%

30.1 TRGI delisted IBEX and DGS from the Alternative Investment Market (“AIM”) London Stock Exchange by making a tender offer and acquiring 9,823,288 shares in Digital Globe Services Limited in November 2016 and 11,439,642 shares in IBEX Global Solutions Limited in December 2016.

30.2 On February 1, 2019, a subsidiary, Digital Globe Services, Inc.(“DGS Inc.”), agreed with a third party purchaser to sell the assets of DGS EDU, LLC for $0.4 million of which 50% of the proceeds, or $0.2 million, was paid in cash and the remainder was established as a promissory note between the purchaser and DGS Inc.

The Group did not consider the sale of assets of DGS EDU, LLC as discontinued operation for the year ended June 30, 2019 as it does not represent a separate major line of business or geographical area of operations to the Group.

The gain on the sale of assets is recognized in the amount of $0.2 million.

The terms of promissory note are as follows:

- Maturity Date: February 2020
- Interest Rate: 8% compounded monthly
- Payment: No less than the greater of:
  - the accrued but unpaid interest as of the monthly payment date; or
  - 75% of the total receivables actually collected by the purchaser on all accounts arising from DGS Edu, LLC in the month prior to the due date of the monthly payment.

In addition, DGS Inc, agreed to a transition services agreement commencing on February 2019 for 12 months thereafter.

30.3 On June 26, 2019, the Group transferred 7,813,493 ordinary shares par value $0.0001 per share of Etelequote Limited to its majority shareholder, The Resource Group International Limited. In consideration of the share transfer, TRGI has agreed to waive $47.9 million of the $86.2 million in aggregate preference amount to which the Series C Preference Shares held by it are entitled upon a voluntary or involuntary liquidation, dissolution or winding up, being an amount equal to the purchase price for the share transfer. Such Series C Preference Shares are therefore entitled to receive in preference $38.3 million of any proceeds from a voluntary or involuntary liquidation, dissolution or winding up after Series A holders and Series B holders receive their respective entitlements.

The Group considered Etelequote Limited to be a discontinued operation for the period ended June 30, 2019 as it represents a separate major line of business to the Group. The following table shows the major classes of assets and liabilities of the Group's discontinued operation at June 26, 2019.

	As of June 26, 2019
	(US$'000)
Assets	
Property and equipment and Intangibles	9,463
Renewal receivables	72,183
Trade and other receivables	1,129
Cash and cash equivalents	3,554
Total assets	**86,329**
Liabilities	
Borrowings & Financing	43,431
Trade and other payables	9,977
Related party loans	—
Other Liabilities	5,327
Total liabilities	**58,735**
Net Assets	**27,594**

The net assets of $27.6 million on transfer of shares of Etelequote Limited are recognized in the statement of changes in equity as a transaction with owners. As explained in Note 12.1, however, the dividend has not been declared as of June 30, 2019, as such the dividend waiver of $47.9 million described above has not been recognized in the consolidated financial statements upon deconsolidation of Etelequote Limited.

Result of discontinued operations:

	June 30, 2019	June 30, 2018
	(US$'000)	
Revenue	64,740	34,871
Other operating income	2,923	1,487
Payroll and related costs	22,182	14,380
Share-based payments	875	1,299
Reseller commission and lead expenses	14,467	9,683
Depreciation and amortization	910	237
Other operating costs	3,241	3,581
Income from operations	**25,988**	**7,178**
Finance expenses	(5,674)	(2,243)
Income before taxation	**20,314**	**4,935**
Income tax expense	(4,830)	(54)
Net income for the period from discontinued operations net of tax	**15,484**	**4,881**

Statement of cash flows

The statement of cash flows includes the following amounts relating to discontinued operations:

	June 30, 2019	June 30, 2018
	(US$'000)	
Operating activities	(13,396)	(7,208)
Investing activities	(867)	(158)
Financing activities	12,720	4,709
Net cash flow from discontinued operations	**(1,543)**	**(2,657)**

Earnings per share of discontinued operations:

As the income from discontinued operations for the year ended June 30, 2019, and June 30, 2018, did not exceed the value of the preferred participation rights attaching to the Series A, B and C preferred convertible shares, the income/loss attributable to the ordinary shareholders of the Company has been assessed as $0.

30.4 These consolidated financial statements were authorized for issue by the CEO of IBEX Limited on behalf of the Board of Directors of IBEX Limited, on December 20, 2019.

Common Shares

Shares

IBEX LIMITED

Preliminary Prospectus

Citigroup	RBC Capital Markets	Baird
SunTrust Robinson Humphrey		Piper Sandler

Through and including , 2020 (the 25th day after the date of this prospectus), all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealer's obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

, 2020

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 6. Indemnification of Directors and Officers.

We are a Bermuda exempted company. The Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. The Companies Act further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to Section 281 of the Companies Act. We have adopted provisions in our bye-laws that provide that we shall indemnify our officers, directors, resident representative and members of board committees out of the funds of the company from and against all civil liabilities, loss, damage, or expense incurred or suffered by him or her as our director, officer, resident representative or committee member, and indemnity extends to any person acting as our director, officer, resident representative or committee member, in the reasonable belief that he or she has been so appointed or elected notwithstanding any defect in such appointment or election. Such indemnity shall not extend to any matter which would render it void pursuant to the Companies Act.

Our policy is to enter into indemnification agreements with our directors and executive officers. These indemnification agreements may require us, among other things, to indemnify each such director and executive officer for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by such person in any action or proceeding arising out of such person's service as one of our directors or executive officers.

The Companies Act permits us to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him or her in respect of any negligence, default, breach of duty or breach of trust, whether or not we may otherwise indemnify such officer or director. Our bye-laws provide that we may maintain insurance for the benefit of any directors, alternate directors, officers, persons or member of a committee authorized under our bye-laws, employees or resident representative of the company in respect of any liability that may be incurred by them or any of them howsoever arising in connection with their respective duties or supposed duties to us. We have purchased and maintain a directors' and officers' liability policy for such purpose.

We will enter into an underwriting agreement in connection with this offering, which will provide for indemnification in limited circumstances by the underwriters of us, our officers and directors, for certain liabilities, including liabilities arising under the Securities Act of 1933, as amended, or the Securities Act.

Item 7. Recent Sales of Unregistered Securities.

During the past three years, we have issued the following securities. We believe that each of the following issuances was exempt from registration under the Securities Act in reliance on Section 4(a)(2) (or Regulation D promulgated thereunder) of the Securities Act regarding transactions not involving a public offering. No underwriters, underwriting discounts or commissions, or any public offerings were involved in these issuances of securities. We believe that our issuances of share awards to our employees, officers and consultants were exempt from registration under the Securities Act in reliance on Rule 701 under the Securities Act.

During the fiscal year ended June 30, 2017, in connection with certain reorganization transactions, we issued a total of 10,394,934 common shares of par value $0.000111650536 each to our largest shareholder, The Resource Group

International Limited, or TRGI, in return for its investments in IBEX Limited, IBEX Global Limited, DGS Limited and Etelequote Limited; in addition, TRGI made a cash contribution of $190,000 as additional paid-in capital. As noted below, 4,254,221 of these common shares were subsequently redesignated into convertible preference shares with the same par value of $0.000111650536 per share.

We further issued 322,599 common shares to Mr. Jeffrey Cox, president of IBEX Digital, in return for his equity interest in DGS Limited; and 478,115 common shares to Mr. Anthony Solazzo, chief executive officer of IBEX Insurance, in return for his equity interest in Etelequote Plc.

On June 20, 2017, we redesignated 4,254,221 common shares held by TRGI into convertible preference shares at a price of $0.000111650536 per share.

On December 22, 2017, all of our predecessor stock options and stock option plans were cancelled. From December 22, 2017 through and including December 31, 2017, we issued an aggregate of 1,778,569 stock options under the 2017 IBEX Plan. On February 28, 2018, we issued 403,406 additional stock options under the 2017 IBEX plan.

On February 23, 2018, we granted 105,546 phantom stock options under the Phantom Stock Plans. On March 1, 2018, we granted 77,129 phantom stock options under the Phantom Stock Plans.

On June 30, 2020, we issued 338,432 incentive stock options under the 2020 LTIP. As of June 30, 2020, 40,500 of the options issued were vested and exercisable.

Amazon Warrant

On November 13, 2017, we issued to Amazon.com NV Investment Holdings LLC, a subsidiary of Amazon.com, Inc. (“Amazon”), a 10-year warrant, which was amended on April 30, 2018, December 28, 2018 and December 27, 2019 to acquire approximately 1,429,303 of our Series B preferred shares and approximately 14,437 of our Series C preferred shares (representing a total of 1,443,740 common shares on an as-converted basis), or 10.0% of our equity, on a fully diluted and as-converted basis as of the date of issuance of the warrant. Upon completion of this offering, the warrant will be exercisable, either for cash or on a net issuance basis, at a price of $11.20 per common share.

The shares subject to the warrant vest on an incremental basis upon the satisfaction of specified milestones that are tied to payments made by Amazon or its affiliates in connection with the purchase of services from us during a seven and a half year period ending on June 30, 2024, and the warrant will become fully vested when a cumulative total of $600.0 million is paid by Amazon or its affiliates to us during this period. The vesting is partially accelerated in the event of a reorganization transaction (as defined in the warrant).

The common shares subject to the warrant vest on an incremental basis upon the satisfaction of specified milestones that are tied to payments made by Amazon or its affiliates in connection with the purchase of services from us during a seven and a half year period ending on June 30, 2024, and the warrant will become fully vested when a cumulative total of $600 million is paid by Amazon or its affiliates to us during this period. The vesting is partially accelerated in the event of a reorganization transaction (as defined in the warrant).

The exercise price and the number of shares issuable upon exercise of the warrant are subject to customary anti-dilution adjustments.

Amazon is entitled to customary shelf and piggy-back registration rights with respect to the shares issued upon exercise of the warrant. Amazon may not transfer the warrant except to a wholly-owned subsidiary of Amazon.

2018 Restricted Share Plan

On December 28, 2018, our board of directors approved the 2018 Restricted Share Plan. On December 28, 2018, we issued 2,375,173 shares of restricted stock under the 2018 Restricted Share Plan.

Conversions

On December 28, 2018, in connection with certain amendments to our equity capital structure:

- 322,599 common shares held by Mr. Jeffrey Cox were converted into 319,373.4456 Series B shares and 3,225.9944 Series C preferred shares.
- 478,115 common shares held by Mr. Anthony Solazzo were converted into 473,333.8797 Series B shares and 4,781.1503 Series C preferred shares.
- 6,140,713 common shares and 4,254,221.39 preference shares held by TRGI were converted into 1.0000 Series A share, 10,290,984.0561 Series B shares and 103,949.3339 Series C preferred shares.

Item 8. Exhibits and Financial Statement Schedules.

(a) The following exhibits are filed as part of this Registration Statement:

Exhibit Number	Description
1.1***	Form of Underwriting Agreement.
3.1	Memorandum of Association.
3.2	Bye-laws.
3.3***	Form of Amended and Restated Bye-laws to be effective upon the closing of this offering.
3.4	Amended and Restated Certificate of Designation, Preferences and Rights of Convertible Preference Shares.
3.5	Certificate of Designation, Preferences and Rights of Series A Convertible Preference Shares
3.6	Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares
3.7	Certificate of Designation, Preferences and Rights of Series C Convertible Preference Shares
5.1***	Opinion of ASW Law Limited, Bermuda counsel to the Registrant, as to the validity of the common shares being offered.
8.1***	Opinion of ASW Law Limited, Bermuda counsel to the Registrant, as to certain Bermuda tax matters.
8.2***	Opinion of DLA Piper LLP (US), U.S. counsel to the Registrant, as to certain U.S. tax matters.
10.1	Registration Rights Agreement, dated as of September 15, 2017, by and between IBEX Limited and The Resource Group International Limited.
10.2	Stockholders' Agreement, dated as of September 15, 2017, by and between IBEX Limited and The Resource Group International, Limited.
10.3**	Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.4	First Amendment, dated May 21, 2014, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.5	Second Amendment, dated October 2, 2014, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.6	Third Amendment, dated February 23, 2015, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.7	Fourth Amendment, dated June 19, 2015, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.8**	Fifth Amendment, dated June 26, 2015, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.9	Sixth Amendment, dated June 30, 2015, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.

Exhibit Number	Description
10.10	Seventh Amendment, dated November 7, 2016, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.11	Eighth Amendment, dated November 18, 2016, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.12	Ninth Amendment, dated January 22, 2018, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.13	Tenth Amendment, dated December 1, 2018, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.14	Eleventh Amendment, dated April 26, 2019, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.15	Twelfth Amendment, dated May 31, 2019, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.16**	Loan and Security Agreement, dated March 31, 2015, by and among Digital Globe Services, Inc., TelsatOnline Inc., DGS EDU, LLC, and Heritage Bank of Commerce.
10.17**	First Amendment, dated March 31, 2016, to Loan and Security Agreement, dated March 31, 2015, by and among Digital Globe Services, Inc., TelsatOnline Inc., DGS EDU, LLC, and Heritage Bank of Commerce
10.18**	Second Amendment, dated June 2, 2017, to Loan and Security Agreement, dated March 31, 2015, by and among Digital Globe Services, Inc., TelsatOnline Inc., DGS EDU, LLC, and Heritage Bank of Commerce and 7 Degrees LLC
10.19**	Third Amendment, dated November 27, 2017, to Loan and Security Agreement, dated March 31, 2015, by and among Digital Globe Services, Inc., TelsatOnline Inc., DGS EDU, LLC, and Heritage Bank of Commerce and 7 Degrees LLC
10.20**	Fourth Amendment, dated August 6, 2018, to Loan and Security Agreement, dated March 31, 2015, by and among Digital Globe Services, Inc., TelsatOnline Inc., DGS EDU, LLC, and Heritage Bank of Commerce and 7 Degrees LLC
10.21	Fifth Amendment, dated January 31, 2019, to Loan and Security Agreement, dated March 31, 2015, by and among Digital Globe Services, Inc., TelsatOnline Inc., DGS EDU, LLC, 7 Degrees LLC and Heritage Bank of Commerce
10.22**	Sixth Amendment, dated March 18, 2019, to Loan and Security Agreement, dated March 31, 2015, by and among Digital Globe Services, Inc., TelsatOnline Inc., 7 Degrees LLC and Heritage Bank of Commerce
10.23**	Letter Agreement (Interest Rate Swap), dated June 7, 2019, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.24	Letter Agreement (Interest Rate Swap), dated June 7, 2019, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.
10.25	Supplemental Debenture, dated November 11, 2018, issued to First Global Bank Limited
10.26	Second Supplemental Debenture, dated January 24, 2019, issued to First Global Bank Limited
10.27	Third Supplemental Debenture, dated March 27, 2020, issued to First Global Bank Limited
10.28	Share Transfer and Exchange Agreement, dated June 28, 2017, by and among The Resource Group International Limited, Etelequote Plc., Anthony Solazzo and Forward March Limited.
10.29**	Share Transfer and Exchange, dated June 28, 2017, by and among Forward March Limited, DGS Limited and Jeffrey Cox.
10.30**	Profit Share Agreement, dated June 30, 2016, by and between Jeffrey Cox and DGS Ltd.
10.31	First Amendment, dated November 1, 2017, to the Profit Share Agreement, dated June 30, 2016, by and between Jeffrey Cox and DGS Ltd.
10.32	Profit Share Agreement, dated June 30, 2019, by and between Jeffrey Cox and DGS Ltd.
10.33**	Share Sale and Purchase Agreement, dated June 26, 2019, by and between IBEX Holdings Limited and The Resource Group International Limited
10.34	IBEX Holdings Limited Amended 2017 Stock Plan

Exhibit Number	Description
10.35	IBEX Holdings Limited 2018 Restricted Share Plan
10.36	Form of Restricted Share Agreement (A)
10.37	Form of Restricted Share Agreement (B)
10.38	IBEX Holdings Limited UK Sub-Plan of the 2018 Restricted Share Plan
10.39	2020 Long Term Incentive Plan, dated as of May 20, 2020
10.40*	Second Amended and Restated Warrant, dated November 13, 2017, issued to Amazon.com NV Investment Holdings LLC (amended December 28, 2018)
10.41	First Amendment to Second Amended and Restated Warrant, dated November 13, 2017, issued to Amazon.com NV Investment Holdings LLC (amended December 17, 2019)
10.42	Form of director agreement.
10.43	Form of executive employment agreement.
10.44	Form of director indemnification agreement.
21.1***	Subsidiaries of IBEX Limited.
23.1	Consent of BDO LLP, independent registered public accounting firm.
23.2***	Consent of ASW Law Limited (included in Exhibit 5.1).
23.3***	Consent of ASW Law Limited (included in Exhibit 8.1).
23.4***	Consent of DLA Piper LLP (US) (included in Exhibit 8.2).
24.1	Powers of Attorney (included in the signature pages hereto).

* Certain confidential portions of this exhibit were omitted by means of marking such portions with asterisks because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

** Certain schedules and exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Registration S-K. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the SEC upon request.

*** To be filed by amendment.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Washington, D.C. on July 10, 2020.

By: /s/ Robert Dechant
Name: Robert Dechant
Title: Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Robert Dechant and Karl Gabel, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution for him or her and in his or her name, place and stead, in any and all capacities to sign any and all amendments including post-effective amendments to this registration statement (including, without limitation, any additional registration statement filed pursuant to Rule 462 under the Securities Act of 1933), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact or his substitute, each acting along, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Position	Date
/s/ Robert Dechant Robert Dechant	Chief Executive Officer (Principal Executive Officer)	July 10, 2020
/s/ Karl Gabel Karl Gabel	Chief Financial Officer (Principal Financial and Accounting Officer)	July 10, 2020
/s/ Mohammed Khaishgi Mohammed Khaishgi	Chairman	July 10, 2020
/s/ Daniella Ballou-Aares Daniella Ballou-Aares	Director	July 10, 2020
/s/ John Jones John Jones	Director	July 10, 2020
/s/ Shuja Keen Shuja Keen	Director	July 10, 2020
/s/ John Leone John Leone	Director	July 10, 2020
/s/ Rebecca Vernon Rebecca Vernon	Director	July 10, 2020

Authorized Representative in the United States:

By: /s/ Robert Dechant
Name: Robert Dechant
Title: Chief Executive Officer

Exhibit 3.1

BERMUDA

THE COMPANIES ACT 1981

MEMORANDUM OF ASSOCIATION OF COMPANY LIMITED BY SHARES
Section 7(1) and (2)

MEMORANDUM OF ASSOCIATION

OF

Forward March Limited

(hereinafter referred to as "the Company")

1. The liability of the members of the Company is limited to the amount (if any) of the time being unpaid on the shares respectively held by them.

2. The undersigned, namely,

Name and Address	Bermudian Status (Yes or No)	Nationality	Number of Shares Subscribed
Compass Administration Services Ltd. Crawford House 50 Cedar Avenue Hamilton HM 11	Yes	Bermuda	1

do hereby agree to take such number of shares of the Company as may be allotted to us by the provisional director(s) of the Company, not exceeding the number of shares for which we have subscribed, and to satisfy such calls as may be made by the directors, provisional director(s) or promoters of the Company in respect of the shares allotted to us respectively.

3. The Company is to be an exempted Company as defined by the Companies Act 1981.

4. The Company, with the consent of the Minister of Finance, has power to hold land situate in Bermuda not exceeding ___ in all, including the following parcels: -N/A

5. The authorised share capital of the Company is USD$12,000.00 divided into 120,000,000 shares of par value US$0.0001 each.

6. the objects for which the Company is formed and incorporated are unrestricted.

7. The following are provision regarding the powers of a Company:

   i) Has the powers of a natural person;

   ii) Subject to the provisions of Section 42 of the Companies Act 1981, has the power to issue preference shares which at the option of the holders thereof are to be liable to be redeemed;

   iii) Has the power to purchase its own shares in accordance with the provisions of Section 42A of the Companies Act 1981; and

   iv) Has the power to acquire its own shares to be held as treasury shares in accordance with the provisions of Section 428 of the Companies Act 1981.

Signed by subscribed in the presence of a witness attesting the signature thereof:-

/s/ Laetitia Hupman
Laetitia Hupman
Duly authorised, for and on behalf of
Compass Administration Services Ltd.

(Subscriber)

/s/ Alexandra Schweizer
(Witness)

Subscribed this 28th day of February 2017

FORM NO. 3a

Registration No. 52347

BERMUDA

CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

I HEREBY CERTIFY that in accordance with section 10 of ***the Companies Act*** **Forward March Limited** by resolution and with the approval of the Registrar of Companies has changed its name and was registered **IBEX Holdings Limited** on the **15th** day of **September 2017.**

Given under my hand and the Seal of the REGISTRAR OF COMPANIES this **9th** day of **October 2017**

Wakeel Ming
for **Registrar of Companies**

Exhibit 3.2

AMENDED AND RESTATED BYE-LAWS

OF

IBEX Holdings Limited

CERTIFIED that the within-written bye-laws are a true copy of the amended and restated bye-laws of IBEX Holdings Limited (the "Company") as approved and adopted as the amended and restated bye-laws of the Company (the "Bye-Laws") by written resolution constituting the statutory general meeting of the members of the Company dated and effective on 21 December 2018.

Duly Authorised
For and on behalf of
IBEX Holdings Limited
Secretary

Prepared by

ASW Law Limited
Barristers & Attorneys
Crawford House
50 Cedar Avenue
Hamilton, HM 11 Bermuda

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TABLE OF CONTENTS

DEFINITIONS AND INTERPRETATION

FORMS

INTERPRETATION

1. Definitions and Interpretation

1.1 In these Bye-laws, the following words and expressions shall, where not inconsistent with the context, have the following respective meanings:

"Alternate Director"	an alternate director appointed in accordance with these Bye-laws;
"Auditor"	includes any individual auditor or partnership of auditors;
"Board"	the board of directors of the Company appointed or elected pursuant to these Bye-laws and acting by resolution in accordance with the Companies Act and these Bye-laws or the directors present at a meeting of directors at which there is a quorum;
"Bye-laws"	means these Bye-laws in their present form or as from time to time amended;
"Companies Act"	the Companies Act 1981, as amended from time to time;
"Company"	the company incorporated in Bermuda under the name of Forward March Limited on 28 February 2017, whose name was change to IBEX Holdings limited on 15 September 2017;
"Director"	any person duly elected or appointed as a director of the Company and shall include an Alternate Director or any person occupying the position of director by whatever name called;
"Further Financing"	any form of debt or equity financing of the Company including by way of an issue of shares, options, warrants or other convertible instruments or securities;
"Member''	the person registered in the Register of Members as the holder of shares in the Company and, when two or more persons are so registered as joint holders of shares,

	means the person whose name stands first in the Register of Members as one of such joint holders or all of such persons, as the context so requires;
“Memorandum”	means the Memorandum of Association of the Company, as from time to time amended;
“notice”	written notice as further provided in these Bye-laws unless otherwise specifically stated;
“Officer”	any person appointed by the Board to hold an office in the Company;
“Register of Directors Officers”	the register of directors and officers referred to in and these Bye-laws;
“Register of Members”	the register of members referred to in these Bye-laws;
“Registered Office”	the registered office for the time being of the Company;
“Resident Representative”	any person appointed to act as resident representative of the Company and includes any deputy or assistant resident representative;
“Secretary”	the person appointed to perform any or all of the duties of secretary of the Company and includes any deputy or assistant secretary and any person appointed by the Board to perform any of the duties of the Secretary;
“share”	means a share in the capital of the Company and includes a fraction of a share; and
“Treasury Share”	a share of the Company that was or is treated as having been acquired and held by the Company and has been held continuously by the Company since it was so acquired and has not been cancelled.

1.2 In these Bye-laws, where not inconsistent with the context:

(a) words denoting the plural number include the singular number and vice versa;

(b) words denoting the masculine gender include the feminine and neuter genders;

(c) words importing persons include companies, associations or bodies of persons whether corporate or not;

(d) the words:

(i) “may” shall be construed as permissive; and

(ii) “shall” shall be construed as imperative; and

(e) unless otherwise provided in these Bye-laws, words or expressions defined in the Companies Act shall bear the same meaning in these Bye-laws.

1.3 In these Bye-laws expressions referring to writing or its cognates shall, unless the contrary intention appears, include facsimile, printing, lithography, photography, electronic mail and other modes of representing words in visible form.

1.4 Headings used in these Bye-laws are for convenience only and are not to be used or relied upon in the construction hereof.

SHARES

2. Power to Issue Shares

2.1 Subject to these Bye-laws and to any resolution of the Members to the contrary, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the Board shall have the power to issue any unissued shares on such terms and conditions as it may determine and any shares or class of shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise as the Company may by resolution of the Board prescribe.

2.2 Subject to the provisions of these provisions of these Bye-laws and any limitations prescribed by law, and without prejudice to any special rights previously conferred on the holders of any existing class or series of shares, any class or series of shares may be issued with such preferred or other special rights as the Board may determine (including such preferred or other special rights or restrictions with respect to dividend, voting, liquidation or other rights of the shares as may be determined by the Board). The Board may establish from time to time the number of shares to be included in each such class or series, which number may be increased (except as otherwise provided

by the Board in creating such class or series) or decreased (but not below the number of shares thereof then in issue) from time to time by resolution of the Board, and to fix the designation, powers, preferences, redemption provisions, restrictions and rights to such class or series and the qualifications, limitations or restrictions thereof. The terms of any class or series of shares shall be set forth in a Certificate of Designation in the minutes of the Board authorising the issuance of such shares but shall not form part of these Bye-laws, and may be examined by any Member on request.

2.3 Without limiting the foregoing and subject to the Companies Act, the Company may issue preference shares which (i) are liable to be redeemed on the happening of a specified event or events or on a given date or dates and/or (ii) are liable to be redeemed at the option of the Company and/or the holder. The terms and manner of redemption of any redeemable shares shall be as the Board may by resolution determine before the allotment of such shares and the terms and manner of redemption of any other redeemable preference shares shall be either (i) as the Company may by resolution determine or (ii) insofar as the Board is so authorised by any resolution, as the Board may by resolution determine, in either case, before the allotment of such shares.

3. Power of the Company to Purchase to Shares

3.1 The Company may purchase its own shares for cancellation or to acquire them as Treasury Shares in accordance with the Companies Act on such terms as the Board shall think 1iL No such purchase shall be made if there are reasonable grounds for believing that the Company is, or after the purchase would be, unable to pay its liabilities as they become due.

3.2 The Board may exercise all the powers of the Company to purchase or acquire all or any part of its own shares in accordance with the Companies Act.

3.3 Shares so purchased by the Company under this Bye-law shall be treated as cancelled and the amount of the Company's issued capital shall be reduced by the nominal value of those shares accordingly but the purchase of shares under this Bye-law shall not be taken as reducing the amount of the Company's authorised share capital.

4. Rights Attaching to Shares

4.1 Subject to any resolution of the Members to the contrary (and without prejudice to any special rights conferred thereby on the holders of any other shares or class of shares),the share capital of the Company shall include:

(a) a class of shares, to be designated as "Class A Common Shares", the holders of which shall, subject to the provisions of these Bye-laws:

(i) be entitled to one vote per share;

(ii) be entitled to such dividends as the Board may from time to time declare;

(iii) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganisation or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company; and

(iv) generally be entitled to enjoy all of the rights attaching to shares

(b) a class of shares, to be designated as "Class B Common Shares", the holders of which shall, subject to the provisions of these Bye-laws:

(i) not be entitled to vote, except to the extent required by the Companies Act;

(ii) be entitled to such dividends as the Board may from time to time declare;

(iii) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganisation or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company;

(iv) in the event of a Qualified IPO (as such term is defined in the Series C Certificate of Designation) be automatically converted into Class A Common Shares immediately before such Qualified IPO on a one-to-one basis;

(v) not be entitled to any financial information or financial statements of the Company, nor the right to attend any general or special meeting of the Members, unless otherwise required by the Companies Act or specifically required by these Bye-laws; and

(vi) generally be entitled to enjoy all of the rights attaching to shares.

4.2 All the rights attaching to a Treasury Share shall be suspended and shall not be exercised by the Company while it holds such Treasury Share and, except where required by the Companies Act, all Treasury Shares shall be excluded from the calculation of any percentage or fraction of the share capital, or shares, of the Company.

4.3 At the discretion of the Board, whether or not in connection with the issuance and sale of any shares or other securities of the Company, the Company may issue securities, contracts, warrants or other instruments evidencing any shares, option rights, securities having conversion or option rights, or

obligations on such terms, conditions and other provisions as are fixed by the Board including, without limiting the generality of this authority, conditions that preclude or limit any person or persons owning or offering to acquire a specified number or percentage of the issued common shares, other shares, option rights, securities having conversion or option rights, or obligations of the Company or transferee of the person or persons from exercising, converting, transferring or receiving the shares, option rights, securities having conversion or option rights, or obligations.

5. Calls on Shares

The Board may make such calls as it thinks fit upon the Members in respect of any moneys (whether in respect of nominal value or premium) unpaid on the shares allotted to or held by such Members and, if a call is not paid on or before the day appointed for payment thereof, the Member may at the discretion of the Board be liable to pay the Company interest on the amount of such call at such rate as the Board may determine, from the date when such call was payable up to the actual date of payment. The Board may differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.

The Joint holders of a share shall be jointly and severally liable to pay all calls and any interest, costs and expenses in respect thereof.

The Company may accept from any Member the whole or a part of the amount remaining unpaid on any shares held by him, although no part of that amount has been called up.

6. Forfeiture of Shares

6.1 If any Member fails to pay, on the day appointed for payment thereof, any call in respect of any share allotted to or held by such Member, the Board may, at any time thereafter during such ti.me as the call remains unpaid, direct the Secretary to forward such Member a notice in writing in the form set out at Schedule ••A", or as near to such form as circumstances admit

6.2 If the requirements of such notice are not complied with, any such share may at any time thereafter before the payment of such call and the interest due in respect thereof be forfeited by a resolution of the Board to that effect, and such share shall thereupon become the property of the Company and may be disposed of as the Board shall determine. Without limiting the generality of the foregoing, the disposal may take place by sale, repurchase, redemption or any other method of disposal permitted by and consistent with these Bye-laws and the Companies Act.

6.3 A Member whose share or shares have been so forfeited shall, notwithstanding such forfeiture, be liable to pay to the Company all calls owing on such share or shares at the time of the forfeiture, together with all

interest due on such share or shares and any costs and expenses incurred by the Company in connection with such share or shares.

6.4 The Board may accept the surrender of any shares which it is in a position to forfeit on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited.

7. Share Certificates

7.1 Every Member shall be entitled to a certificate under the common seal of the Company or bearing the signature (or a facsimile thereof) of a Director or the Secretary or a person expressly authorised to sign specifying the number and, where appropriate, the class of shares held by such Member and whether the same are fully paid up and, if not, specifying the amount paid on such shares. The Board may by resolution determine, either generally or in a particular case, that any or all signatures on certificates may be printed thereon or affixed by mechanical means.

7.2 The Company shall be under no obligation to complete and deliver a share certificate unless specifically called upon to do so by the person to whom the shares have been allotted.

7.3 If any share certificate shall be proved to the satisfaction of the Board to have been worn out, lost, mislaid, or destroyed the Board may cause a new certificate to be issued and request indemnity for the lost certificate if it sees fit.

8. Fractional Shares

The Company may issue its shares in fractional denominations and deal with such fractions to the same extent as its whole shares and shares in fractional denominations shall have in proportion to the respective fractions represented thereby all of the rights of whole shares including (but without limiting the generality of the foregoing) the right to vote, to receive dividends and distributions and to participate in a winding-up.

REGISTRATION OF SHARES

9. Register of Members

9.1 The Board shall cause to be kept in one or more books a Register of Members and shall enter in such Register of Members the particulars required by the Companies Act.

9.2 The Register of Members shall be open to inspection without charge at the registered office of the Company on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each business day be allowed for inspection. The Register of

Members may, after notice has been given in accordance with the Companies Act, be closed for any time or times not exceeding in the whole thirty days in each year.

10. Registered Holder Absolute Owner

The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable claim or other claim to, or interest in, such share on the part of any other person.

11. Transfer of Registered Shares

11.1 An instrument of transfer shall be in writing in the form set out at Schedule "B", or as_ near to such form as circumstances admit, or in such other form as the Board may accept.

11.2 Such instrument of transfer shall be signed by or on behalf of the transferor and transferee, provided that, in the case of a fully paid share, the Board may accept the instrument signed by or on behalf of the transferor alone. The transferor shall be deemed to remain the holder of such share until the same has been registered as having been transferred to the transferee in the Register of Members.

11.3 The Board may refuse to recognise any instrument of transfer unless it is accompanied by the certificate in respect of the shares to which it relates and by such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

11.4 The joint holders of any share may transfer such share to one or more of such joint holders, and the surviving holder or holders of any share previously held by them jointly with a deceased Member may transfer any such share to the executors or administrators of such deceased Member.

11.5 The Board may in its absolute discretion and without assigning any reason therefor refuse to register the transfer of a share. The Board shall refuse to register a transfer unless all applicable consents, authorisations and permissions of any governmental body or agency in Bermuda have been obtained. If the Board refuses to register a transfer of any share the Secretary shall, within three months after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice of the refusal.

12. Transmission of Registered Shares

12.1 In the case of the death of a Member, the survivor or survivors where the deceased Member was a joint holder, and the legal personal representatives of the deceased Member where the deceased Member was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased Member's interest in the shares. Nothing herein contained shall

release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by such deceased Member with other persons. Subject to the Companies Act, for the purpose of this Bye-law, legal personal representative means the executor or administrator of a deceased Member of such other person as the Board may, in its absolute discretion, decide as being properly authorised to deal with the shares of a deceased Member.

12.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member or otherwise by operation of law may be registered as a Member upon such evidence as the Board may deem sufficient or may elect to nominate some person to be registered as a transferee of such share, and in such case the person becoming entitled shall execute in favour of such nominee an instrument of transfer in writing in the form set out at Schedule "C" or as near to such form as circumstances admit.

12.3 On the presentation of the foregoing materials to the Board, accompanied by such evidence as the Board may require to prove the title of the transferor, the transferee shall be registered as a Member. Notwithstanding the foregoing, the Board shall, in any case, have the same right to decline or suspend registration as it would have had in the case if a transferor of the share by that Member before such Member's death or bankruptcy, as the case may be.

12.4 Where two or more persons are registered as joint holders of a share or shares, then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to such share or shares and the Company shall recognise no claim in respect of the estate of any joint holder except in the case of the last survivor of such joint holders.

ALTERATION OF SHARE CAPITAL

13. Power to Alter Capital

13.l The Company may if authorised by resolution of the Members increase, divide, consolidate, subdivide, change the currency denomination of, diminish or otherwise alter or reduce its share capital in any manner permitted by the Companies Act.

13.2 Where, on any alteration or reduction of share capital, fractions of shares or some other difficulty would arise, the Board may deal with or resolve the same in such manner as it thinks fit.

14. Variation of Rights Attaching to Shares

If, at any time, the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound-up, be varied with:

(a) the approval of the Board; or

(b) the consent of a majority of the Members voting as a single class, with the holders of preference shares being entitled to vote on the basis that their preference shares had converted to common shares in accordance with these Bye-Laws,

and shall not require a separate consent of the holders of the Shares whose rights are varied, unless such variation would result in an adverse variation of the rights, preferences, privileges, powers, or restrictions of any class of shares and is made for a purpose other than in connection with a Further Financing, in which case such variation will require the consent in writing of the holders of not less than three- fourths of the issued shares of each class to be varied or with the sanction of a resolution passed by a majority of the votes cast at a separate general meeting of the holders of the shares of each class to be varied, **at** which meeting the necessary quorum shall be one person at least holding or representing by proxy one-third of the issued shares of the class to be varied. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

MEETINGS OF MEMBERS

15. Annual General Meetings

Unless the Members elect otherwise by resolution at a general meeting, the annual general meeting shall be held in each year (other th.an the year of incorporation) at such time and place as the President or the Chairman (if any) or any two Directors or any Director and the Secretary or the Board shall appoint.

16. Special General Meetings

The President or the Chairman (if any) or any two Directors or any Director and the Secretary or the Board may convene a special general meeting whenever in their judgment such a meeting is necessary.

17. Requisitioned General Meetings

The Board shall, on the requisition of Members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up share capital of the Company as at the date of the deposit carries the right to vote at general meetings, forthwith proceed to convene a special general meeting and the provisions of the Companies Act shall apply.

18. Notice

18.1 At least five days' notice of an annual general meeting shall be given to each Member entitled to attend and vote at such meeting, stating the date, place and time at which the meeting is to be held, that the election of Directors will take

place thereat, and as far as practicable, the other business to be conducted at the meeting.

18.2 At least five days' notice of a special general meeting shall be given to each Member entitled to attend and vote at such meeting, stating the date, time, place and the general nature of the business to be considered at the meeting.

18.3 The Board may fix any date as the record date for determining the Members entitled to receive notice of and to vote at any general meeting.

18.4 A general meeting shall, notwithstanding that it is called on shorter notice than that specified in these Bye-laws, be deemed to have been properly called if it is so agreed by (i) all the Members entitled to attend and vote thereat in the case of an annual general meeting; and (ii) by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving a right to attend and vote at such meeting in the case of a special general meeting.

18.5 The accidental omission to give notice of a general meeting to, or the non- receipt of a notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

19. Giving Notice and Access

19.1 A notice may be given by the Company to a Member:

(a) by delivering it to such Member in person; or

(b) by sending it by letter mail or courier to such Member's address in the Register of Members; or

(c) by transmitting it by electronic means (including facsimile and electronic mail, but not telephone) in accordance with such directions as may be given by such Member to that Company for such purpose; or

(d) in accordance with Bye-law 19.4.

19.2 Any notice required to be given to a Member shall, with respect to any shares held jointly by two or more persons, be given to whichever of such persons is named first in the Register of Members and notice so given shall be sufficient notice to all the holders of such shares.

19.3 Any notice (save for one delivered in accordance with Bye-law 19.4) shall be deemed to have been served at the time when the same would be delivered in the ordinary course of transmission and, in providing such service, it shall be sufficient to prove that the notice was properly addressed and prepaid, if

posted, and the time when it was posted, delivered to the courier or transmitted by electronic means.

19.4 Where a Member indicates his consent (in a form and manner satisfactory to the Board) to receive information or documents by accessing them on a website rather than by other means, the Board may deliver such information or documents by notifying the Member of their availability and including therein the address of the website, the place on the website where the information or document may be found, and instructions as to how the information or document may be accessed on the website.

19.5 In the case of information or documents delivered in accordance with Bye-law 19.4, service shall be deemed to have occured when (i) the Member is notified in accordance with that Bye-law; and (ii) the information or document is published on the website.

20. Postponement of General Meeting

The Secretary may postpone any general meeting called in accordance with these Bye-laws if such postponement is given to the Members before the time of such meeting. Fresh notice of the date, time and place for the postponed meeting shall be given to each Member in accordance with these Bye-laws.

21. Telephonic or Electronic Participation in Meetings

Members may participate in any general meeting by telephonic or such other electronic means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

22. Quorum at General Meetings

22.1 At any general meeting one or more Members present in person or by proxy and representing in excess of a majority of the total issued voting shares in the Company throughout the meeting shall form a quorum for the transaction of business.

22.2 If within thirty minutes from the time appointed for the meeting a quorum is not present, then, in the case of a meeting convened on a requisition, the meeting shall be deemed cancelled and, in any other case, the meeting shall stand adjourned to the same day one week later, at the same time and place or to such other day, time or place as the Secretary may determine. Unless the meeting is adjourned to a specific date, time and place announced at the meeting being adjourned, fresh notice of the resumption of the meeting shall be given to each Member entitled to attend and vote at such meeting in accordance with these Bye-laws.

23. Chairman to Preside at General Meetings

Unless otherwise agreed by a majority of those attending and entitled to vote thereat, the Chairman, if there be one, and if not the President, if there be one, shall act as chairman at all general meetings at which such person is present. In their absence a chairman shall be appointed or elected by those present at the meeting and entitled to vote.

24. Voting on Resolutions

24.1 Subject to the Companies Act and these Bye-laws, any question proposed for the consideration of the Members at any general meeting shall be decided by the affirmative votes of a majority of the votes cast in accordance with these Bye-laws and in the case of an equality of votes the chairman of such meeting shall be entitled to a casting vote.

24.2 No member shall be entitled to vote at a general meeting unless such Member has paid all the calls on all shares held by such Member.

24.3 At any general meeting a resolution put to the vote of the meeting shall, in the first instance, be voted upon by a show of hands and, subject to any rights or restrictions for the time being lawfully attached to any class of shares and subject to these Bye-laws, every Member present in person and every person holding a valid proxy at such meeting shall be entitled to one vote and shall cast such vote by raising his hand.

24.4 In the event that a Member participates in a general meeting by telephone or electronic means, the chairman of the meeting shall direct the manner in which such Member may cast his vote on a show of hands.

24.5 At any general meeting if an amendment is proposed to any resolution under consideration and the chairman of the meeting rules on whether or not the proposed amendment is out of order, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

24.6 At any general meeting a declaration by the chairman of the meeting that a question proposed for consideration has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in a book containing the minutes of the proceedings of the Company shall, subject to these Bye-laws, be conclusive evidence of that fact.

25. Power to Demand a Vote on a Poll

25.1 Notwithstanding the foregoing, a poll may be demanded by any of the following persons:

(a) the chairman of the meeting; or

(b) at least three Members present in person or represented by proxy; or

(c) any Member or Members present in person or represented by proxy and holding between them not less than one-tenth of the total voting rights of all the Members having the right to vote at such meeting; or

(d) any Member or Members present in person or represented by proxy holding shares in the Company conferring the right to vote at such meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total amount paid up on all such shares conferring such right.

25.2 Where a poll is demanded, subject to any rights or restrictions for the time being lawfully attached to any class of shares, every person present at such meeting shall have one vote for each share of which such person is the holder or for which such person holds a proxy and such vote shall be counted by ballot as described herein, or in the case of a general meeting at which one or more Members are present by telephone or electronic means, in such manner as the chairman of the meeting may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded and shall replace any previous resolution upon the same matter which has been the subject of a show of hands. A person entitled to more than one vote need not use *all* his votes or cast all the votes he uses in the same way.

25.3 A poll demanded for the purpose of electing a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and in such manner during such meeting as the chairman (or acting chairman) of the meeting may direct. Any business other than that upon which a poll has been demanded may be conducted pending the taking of the poll.

25.4 Where a vote is taken by poll, each person physically present and entitled to vote shall be furnished with a ballot paper on which such person shall record his vote in such manner as shall be determined at the meeting having regard to the nature of the question on which the vote is taken, and each ballot paper shall be signed or initialled or otherwise marked so as to identify the voter and the registered holder in the case of a proxy. Each person present by telephone or electronic means shall cast his vote in such manner as the chairman shall direct. At the conclusion of the poll, the ballot papers and votes cast in accordance with such directions shall be examined and counted by a committee of not less than two Members or proxy holders appointed by the chairman for the purpose and the result of the poll shall be declared by the chairman.

26. Voting by Joint Holders of Shares

In the case of joint holders, the vote of the senior who tenders a vote (whether in person or by proxy) 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.

27. Instrument of Proxy

27.1 An instrument appointing a proxy shall be in writing in substantially the form set out at Schedule "D" or such other form as the chairman of the meeting shall accept. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll, be heard at the meeting and to vote on any amendment of a written resolution or amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless it otherwise provides, be valid as well for any adjournment of the meeting to which it relates.

27.2 The instrument appointing a proxy must be received by the Company at the Registered Office or at such other place or in such manner as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at which the person named in the instrument appointing a proxy proposes to vote, and an instrument appointing a proxy which is not received in the manner so prescribed shall be invalid.

27.3 A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf in respect of different shares.

27.4 The decision of the chairman of any general meeting as to the validity of any appointment of a proxy shall be final.

28. Representation of Corporate Member

28.1 A corporation which is a Member may, by written instrument, authorise such person or persons as it thinks fit to act as its representative at any meeting and any person so authorised shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Member, and that Member shall be deemed to be present in person at any such meeting attended by its authorised representative or representatives.

28.2 Notwithstanding Bye-law 28.1, the chairman of the meeting may accept such assurances as he thinks fit as to the right of any person to attend and vote at general meetings on behalf of a corporation which is a Member.

29. Adjournment of General Meeting

The chairman of a general meeting may, with the consent of the Members at any general meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting. Unless the meeting is adjourned to a specific date, place and time announced at the meeting being adjourned, fresh notice of the date, place and

time for the resumption of the adjourned meeting shall be given to each Member entitled to attend and vote at such meeting in accordance with these Bye-laws.

30. Written Resolutions

30.1 Subject to these Bye-laws, anything which may be done by resolution of the Company in general meeting or by resolution of a meeting of any class of the Members may, without a meeting may be done by written resolution in accordance with this Bye-law.

30.2 Notice of a written resolution shall be given, and a copy of the resolution shall be circulated to all Members who would be entitled to attend a meeting and vote thereon. The accidental omission to give notice to, or the non-receipt of a notice by, any Member does not invalidate the passing of a resolution.

30.3 A written resolution is passed when it is signed by, or in the case of a Member that is a corporation, on behalf of, the Members who at the date that the notice is given represent such majority of votes as would be required if the resolution was voted on at a meeting of Members at which all Members entitled to attend and vote thereat were present and voting.

30.4 A resolution in writing may be signed in any number of counterparts.

30.5 A resolution in writing made in accordance with this Bye-law is as valid as if it had been passed by the Company in general meeting or by a meeting of the relevant class of Members, as the case may be, and any reference in any Bye- law to a meeting at which a resolution is passed or to Members voting in favour of a resolution shall be construed accordingly.

30.6 A resolution in writing made in accordance with this Bye-law shall constitute minutes for the purposes of the Companies Act.

30.7 This Bye-law shall not apply to:

(a) a resolution passed to remove an Auditor from office before the expiration of his term of office; or

(b) a resolution passed for the purpose of removing a Director before the expiration of his term of office.

30.8 For the purposes of this Bye-law, the effective date of the resolution is the date when the resolution is signed by, or in the case of a Member that is a corporation whether or not a company within the meaning of the Companies Act, on behalf of, the last Member whose signature results in the necessary voting majority being achieved and any reference in any Bye-law to the date of passing of a resolution is, in relation to a resolution made in accordance with this Bye-law, a reference to such date.

31. Directors Attendance at General Meetings

The Directors shall be entitled to receive notice of, attend and be heard at any general meeting.

DIVIDENDS AND CAPITALISATION

32. Dividends

32.1 The Board may, subject to these Bye-laws and in accordance with the Companies Act, declare a dividend to be paid to the Members, in proportion to the number of shares held by them, and such dividend may be paid in cash or wholly or partly in specie in which case the Board may fix the value for distribution in specie of any assets. No unpaid dividend shall bear interest as against the Company.

32.2 The Board may fix any date as the record date for determining the Members entitled to receive any dividend.

32.3 The Company may pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.

32.4 The Board may declare and make such other distributions (in cash or in specie) to the Members as may be lawfully made out of assets of the Company. No unpaid distribution shall bear interest as against the Company.

33. Power to Set Aside Profits

The Board may, before declaring a dividend, set aside out of the surplus or profits of the Company, such amount as it thinks proper as a reserve to be used to meet contingencies or for equalising dividends or for any other purpose.

34. Method of Payment

34.1 Any dividend, interest, or other moneys payable in cash in respect of the shares may be paid by cheque or draft sent through the post directed to the Member at such Member's address in the Register of Members, or to such person and to such address as the holder may in writing direct.

34.2 In the case of joint holders, any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or draft sent through the post directed to the address of the holder first named in the Register of Members, or to such person and to such address as the joint holders may in writing direct. If two or more persons are registered as joint holders of any shares any one can give an effectual receipt for any dividend paid in respect of such shares.

34.3 The Board may deduct from the dividends or distributions payable to any Member all moneys due from such Member to the Company on account of calls or otherwise.

35. Capitalisation

35.1 The Board may capitalise any amount for the time being standing to the credit of any of the Company's share premium or reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such amount in paying up unissued shares to be allotted as fully paid bonus shares pro rata to the Members.

35.2 Toe Board may capitalise any amount for the time being standing to the credit of a reserve account or amounts otherwise available for dividend distribution by applying such amounts in paying up in full, partly or nil paid shares of those Members who would have been entitled to such amounts if they were distributed by way of dividend or distribution.

DIRECTORS AND OFFICERS

36. Election of Directors

36.1 Toe Board shall be elected or appointed in the first place at the statutory meeting of the Company and thereafter, except in the case of a casual vacancy, at the annual general meeting or at any special general meeting called for that purpose. The Company may in general meeting set a shareholding requirement for Directors but unless so set there shall be no such requirement.

36.2 At any general meeting the Members may authorise the Board to fill any vacancy in their number left unfilled at a general meeting.

37. Number of Directors

The Board shall consist of not less than one Director or such number as the Members may determine.

38. Term of Office of Directors

Directors shall hold office for such term as the Members may determine or, in the absence of such determination, until the next annual general meeting or until their successors are elected or appointed or their office is otherwise vacated.

39. Alternate Directors

39.1 At any general meeting, the Members may elect a person or persons to act as a Director in the alternative to any one or more Directors or may authorise the Board to appoint such Alternate Directors.

39.2 Unless the Members otherwise resolve, any Director may appoint a person or persons to act as a Director in the alternative to himself by notice deposited with the Secretary. Any person so elected or appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present.

39.3 An Alternate Director shall be entitled to receive notice of all meetings of the Board and to attend and vote at any such meeting at which a Director for whom such Alternate Director was appointed in the alternative is not personally present and generally to perform at such meeting all the functions of such Director for whom such Alternate Director was appointed.

39.4 An Alternate Director shall cease to be such of the Director for whom he was appointed to act as a Director in the alternative ceases for arty reason to be a Director, but he may be re-appointed by the Board as an alternate to the person appointed to fill the vacancy in accordance with these Bye-laws.

40. Removal of Directors

40.1 Subject to any provision to the contrary in these Bye-laws, the Members entitled to vote for the election of Directors may, at any special general meeting convened and held in accordance with these Bye-laws, remove a Director provided that the notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the Intention so to do and be served on such Director not less than 14 days before the meeting and at such meeting the Director shall be entitled to be heard on the motion for such Director's removal.

40.2 If a Director is removed from the Board under this Bye-law, the Members may fill the vacancy at the meeting at which such Director is removed, in the absence of such election or appointment, the Board may fill the vacancy.

41. Vacancy in **the Office of Director**

41.1 The office of Director shall be vacated if the Director:

(a) is removed from office pursuant to these Bye-laws or is prohibited from being a Director by law;

(b) is or becomes bankrupt, or makes any arrangement or composition with his creditors generally;

(c) is or becomes of unsound mind or dies; or

(d) resigns his office by notice to the Company.

41.2 The Board shall have the power to appoint any person as a Director to fill a vacancy on the Board occurring as a result of the death, disability, disqualification or resignation of any Director and to appoint an Alternate Director to any Director so appointed.

42. Remuneration of Directors

The remuneration (if any) of the Directors shall be determined by the Company in a general meeting and shall be deemed to accrue from day to day. The Directors may also be paid all travel, hotel and other expenses properly incurred by them in attending and returning from the meetings of the Board, any committee appointed by the Board, general meetings, or in connection with the business of the Company or their duties as Directors generally.

43. Defect in **Appointment**

All acts done in good faith by the Board, any Director, a member of a committee appointed by the Board, any person to whom the Board may have delegated any of its powers, or any person acting As a Director shall, notwithstanding that it be afterwards discovered that there was some detect in the appointment of any Director or person acting as aforesaid, or that he was, or any of them were, disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or act in the relevant capacity.

44. Directors to Manage Business

The business of the Company shall be managed and conducted by the Board. In managing the business of the Company, the Board may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting by these Bye-laws or the Companies Act.

45. Powers of the Board of Directors

The Board may:

(a) appoint one or more Directors to the office of managing director or chief executive officer of the Company, who shall, subject to the control of the Board, supervise and administer all of the general business and affairs of the Company;

(b) appoint a person to act as manager of the Company's day-to-day business and may entrust to and confer upon such manager such powers and duties as it deems appropriate for the transaction or conduct of such business;

(c) appoint, suspend, or remove any manager, secretary, clerk, agent or employee of the Company and may fix their remuneration and determine their duties;

(d) exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and may issue debentures,

debenture stock, convertible loan notes, and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party;

(e) by power of attorney, appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be an attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and subject to such conditions as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions so vested in the attorney;

(f) procure that the Company pays all expenses incurred in promoting and incorporating the Company;

(g) in connection with the issue of any share, pay such commission and brokerage as may be permitted by law; and

(h) authorise any company, firm, person or body of persons to act on behalf of the Company for any specific purpose and in connection therewith to execute any deed, agreement, document or instrument on behalf of the Company.

(i) present any petition and make any application in connection with the liquidation or reorganisation of Company;

G) delegate any of its powers (including the power to sub-delegate) to a committee of one or more persons appointed by the Board which may consist partly or entirely of non- Directors, provided that every such committee shall conform to such directions as the Board shall impose on them and provided further that the meetings and proceedings of any such committee shall be governed by the provisions of these Bye-laws regulating the meetings and proceedings of the Board, so far as the same are applicable and are not superseded by directions imposed by the Board; and

(k) delegate any of its powers (including the power to sub-delegate) to any person on such terms and in such manner as the Board may see fit.

46. Register of Directors and Officers

The Board shall cause to be kept in one or more books at the Registered Office a Register of Directors and Officers and shall enter therein the particulars required by the Companies Act.

47. Appointment of Officers

The Board may appoint such Officers (who may or may not be Directors) as the Board may determine.

48. Appointment of Secretary

The Secretary shall be appointed by the Board from time to time.

49. Duties of Offers

The Officers shall have such powers and perform such dudes in the managemen4 business and affairs of the Company as may be delegated to them by the Board from time to time.

50. Remuneration of Officers

The Officers shall receive such remuneration as the Board may determine.

51. Conflicts of Interest

51.1 Any Director, or any Director's firm, partner or any company with whom any Director is associated, may act in any capacity for, be employed by or render services to the Company and such Director or such Director's firm, partner or company shall be entitled to remuneration as if such Director were not a Director. Nothing contained in this Bye-law shall authorise a Director or Director's firm, partner or company to act as Auditor to the Company.

51.2 A Director who is directly or indirectly interested in a contract or proposed contract or arrangement with the Company shall declare the nature of such interest as required by the Companies Act.

51.3 Following a declaration being made pursuant to this Bye-law, and unless disqualified by the chairman of the relevant Board meeting, a Director may vote in respect of any contract or proposed contract or arrangement in which such director is interested and may be counted in the quorum for such meeting.

52. Indemnification and Exculpation of Directors and Officers

52.1 The Directors, Secretary and other Officers (the term Officer for this Bye-law to include any person appointed to any committee by the Board) for the time being acting in relation to any of the affairs of the Company, any subsidiary thereof, and the liquidation or trustees (if any) for the time being acting in relation to any of the affairs of the Company or any subsidiary thereof and every one of them, and their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts, and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of

conformity, or tor any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to arty of the said persons.

52.2 Each Member agrees to waive any claim or right of action such Member might have, whether individually or by or in the right of the Company, against any Director or Officer on account of any action taken by such Director or Officer, or the failure of such Director or Officer to take any action in the performance of his duties with or for the Company or any subsidiary thereof, PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director or Officer.

52.3 The Company may purchase and maintain insurance for the benefit of any Director or Officer against any liability incurred by him under the Companies Act in his capacity as a Director or Officer or indemnifying such Director or Officer in respect of any loss arising or liability attaching to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the Director or Officer may be guilty in relation to the Company or any subsidiary thereof.

52.4 The Company may advance moneys to a Director or Officer for the costs, charges and expenses incurred by the Director or Officer in defending any civil or criminal proceedings against him, on condition that the Director or Officer shall repay the advance if any allegation of fraud or dishonesty is proved against him.

MEETINGS OF THE BOARD OF DIRECTORS

53. Board Meetings

The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit. A resolution put to the vote at a meeting of the Board shall be carried by the affirmative votes of a majority of the votes cast and in the case of an equality of votes the resolution shall fail.

54. Notice of Board Meetings

A Director may, and the Secretary or Assistant Secretary on the requisition of a Director shall, upon not less than 72 hours advance notice, summon a meeting of the Board. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director verbally (including in person or by telephone) or otherwise communicated or sent to such Director by post, electronic means, or other mode of representing words in visible a form at such Director’s last known

address or in accordance with any other instructions given by such Director to the Company for this purpose. A Director may at any time waive the right to receive less than 72 hours advance notice of a meeting of the Board.

55. Telephonic or electronic Participation in Meetings

Directors may participate in any meeting by telephonic or such electronic means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting. Such a meeting shall be deemed to take place where the largest group of Directors participating in the meeting is physically assembled or, if there is no such group, where the chairman of the meeting then is.

56. Quorum at Board Meetings

The quorum necessary for the transaction of business at a meeting of the Board shall be one Director, or such number as the Members may determine.

57. Board to Continue in the Event of Vacancy

The Board may act notwithstanding any vacancy in its number but, if and so long as its number is reduced below the number fixed by these Bye-laws as the quorum necessary for the transaction of business at meetings of the Board, the continuing Directors or Director may act for the purpose of (i) summoning a general meeting; or (ii) preserving the assets of the Company.

58. Chairman to **Preside**

Unless otherwise agreed by a majority of the Directors attending, the Chairman, if there be one, and if not, the President, if there be one, shall act as chairman at all meetings of the Board at which such person is present in their absence a chairman shall be appointed or elected by the Directors present at the meeting.

59. Written Resolutions

A resolution signed by all the Directors, which may be in counterparts, shall be as valid as if it had been passed at a meeting of the Board duly called and constituted, such resolution to be effective on the date on which the last Director signs the resolution. For the purposes of this Bye-law only, ..the Directors" shall not include an Alternate Director.

60. Validity of Prior Acts of the Board

No regulation or alteration to these Bye-laws made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation or alteration had not been made.

ACCOUNTS

61. Books of Account

61.1 The Board shall cause to be kept proper records of account with respect to all transactions of the Company and in particular with respect to:

(a) all amounts of money received and expended by the Company and the matters in respect of which the receipt and expenditure relates;

(b) all sales and purchases of goods by the Company; and

(c) all assets and liabilities of the Company.

61.2 Such records of account shall be kept at the Registered Office, or subject to the Companies Act, at such other place as the Board thinks fit and shall be available for inspection by the Directors during normal business hours.

62. Financial Year End

The financial year end of the Company may be determined by resolution of the Board and failing such resolution shall be 30th June in each year.

AUDITS

63. Annual Audit

Subject to any rights to waive the laying of accounts or the appointment of an Auditor pursuant to the Companies Act, the accounts of the Company shall be audited at least once in every year.

64. Appointment of Auditor

64.1 Subject to the Companies Act and provided that the Members have not waived the requirement to hold an annual general meeting or appoint an Auditor, at the annual general meeting or at a subsequent special general meeting in each year, an independent representative of the Members shall be appointed by them as Auditor of the accounts of the Company.

64.2 The Auditor may be a Member but no Director, Officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor of the Company.

65. Remuneration of Auditor

Save in the case of an Auditor appointed pursuant to Bye-law 70, the remuneration of the Auditor shall be fixed by the Company in a general meeting or in such manner as the Members may determine. In the case of an Auditor appointed pursuant to Bye- law 70, the remuneration of the Auditor shall be fixed by the Board.

66. Duties of Auditor

66.1 The financial statements provided for by these Bye-laws shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report on such financial statements in accordance with generally accepted auditing standards.

66.2 The generally accepted auditing standards referred to in this Bye-law may be those of a country or jurisdiction other than Bermuda or such other generally accepted auditing standards as may be provided for in the Companies Act. If so, the financial statements and the report of the Auditor shall identify the generally accepted auditing standards used,

67. Access to Records

The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto, and the Auditor may call on the Directors or Officers of the Company for any information in their possession relating to the books or affairs of the Company.

68. Financial Statements

Subject to the waiver of the laying of accounts by the Members in accordance with the Companies Act, financial statements, as required by the Companies Act, shall be laid before the Members in an annual general meeting, or if the Members waive the requirement for an annual general meeting, financial statements, as required by the Companies Act, shall be made available to the Members in accordance with the Companies Act. A resolution in writing made in accordance with Bye-law 30 receiving, accepting, adopting, approving or otherwise acknowledging financial statements shall be deemed to be the laying of such statements before the Members in a general meeting.

69. Distribution of Auditor's Report

The report of the Auditor shall be submitted to the Members at a general meeting.

70. Vacancy in the Office of Auditor

The Board may fill any casual vacancy in the office Of the Auditor

CORPORATE RECORDS

71. Minutes

The Board shall cause minutes to be duly entered in books provided for the purpose of:

(a) all elections and appointments of Officers;

(b) the names of the Directors present at each meeting of the Board and of any committee appointed by the Board; and

(c) all resolutions and proceedings of general meetings of the Members, meetings of the Board, meetings of managers and meetings of committees appointed by the Board.

72. Place Where Corporate Records Kept

Minutes prepared in accordance with the Companies Act and these Bye-laws shall be kept by the Secretary at the Registered Office.

73. Form and Use of Seal

73.1 The Company may adopt a seal in such form as the Board may determine. The Board may adopt one or more duplicate seals for use in or outside Bermuda.

73.2 A seal may, but need not be affixed to any deed, instrument, share certificate or document, and if the seal is to be affixed to such deed, instrument, share certificate or document, it shall be attested by the signature of (i) any Director, or (ii) any Officer, or (iii) the Secretary, or (iv) any person authorised by the Board for that purpose.

73.3 A Resident Representative may, but need not, affix the seal of the Company to certify the authenticity of any copies of documents.

CHANGES TO CONSTITUTION

74. Alteration or amendment of Bye-laws

No Bye-law may be rescinded, altered or amended and no new Bye-law may be made save in accordance with the Companies Act and until such amendment or alteration has been approved by a resolution of the Board and by a resolution of the Members.

75. Alteration or amendment of Memorandum

No alteration or amendment to the Memorandum may be made save in accordance with the Companies Act and until such alteration or amendment has been approved by a resolution of the Board and by a resolution of the Members.

76. Discontinuance

The Board may exercise all the powers of the Company to discontinue the Company to a jurisdiction outside Bermuda pursuant to the Companies Act.

MISCELLANEOUS

77. Registered Office

The Registered Office shall be at such place in Bermuda as the Board shall from time to time determine.

78. Amalgamation and Merger

The Company may by resolution of the Members approve the amalgamation or merger of the Company with any other company wherever incorporated.

79. Conversion

The Company may by resolution of the Members approve a conversion of the Company Into a partnership.

VOLUNTARY WINDING-UP AND DISSOLUTION

80. Winding-Up

If the Company shall be wound up the liquidator may, with the sanction of a resolution of the Members, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the same sanction of a resolution of the Members, vest the whole or any **part** of such assets in the trustees upon such trusts for the benefit of the Members as the liquidator shall think fit, but so that no Member shall be compelled to accept any shares or other securities or assets whereon there is any liability.

SCHEDULE "A'

FORM OF NOTICE OF FORFEITURE (BYE-LAW 6)

Notice of IBEX Holdings Limited (the "Company")

You have failed to pay the call of [amount of call] made on the [ ] day of [ ], 20[ ], in respect of the [number] share(s) [number in figures] standing in your name in the Register of Members of the Company, on the [ ] day of [ ], 20[ ], the day appointed for payment of such call. You are hereby notified that unless you pay such call together with interest on such call at the rate of [ ] per annum calculated from the said [ ] day of [ ], 20[ ] at the registered office of the Company the share(s) will be liable to be forfeited.

Dated this [ ] day of [ ], 20[ ]

[Signature of Secretary]
By Order of Board

SCHEDULE "B"

FORM OF TRANSFER (BYE-LAW 11)

Transfer of a Share or Shares
IBEX Holdings Limited (the "Company")

FOR VALUE RECEIVED.....[amount], I/We, [name of transferor] hereby sell, assign and transfer unto [transferee] of[address], [number] of shares of the Company.

DATED this [ ] day of [ ], 20[ ]

Signed by:	**In the presence of:**
Transferor	Witness
Transferee	Witness

SCHEDULE "C"

FORM OF TRANSFER (BYE-LAW 12.2)

Transfer by a Person Becoming Entitled on Death/Bankruptcy of a Member IBEX Holding Limited (the "Company")

I/We, having become entitled in consequence of the [death/bankruptcy] of [name and address of deceased/bankrupt Member] to [number] share(s) standing in the Register of Members of the Company in the name of the said [name of deceased/bankrupt Member] instead of being registered myself/ourselves, elect to have [name of transferee] (the "Transferee") registered as a transferee of such share(s) and I/we do hereby accordingly transfer the said share(s) to the Transferee to hold the same unto the Transferee, his or her executors, administrators and assigns, subject to the conditions on which the same were held at the time of the execution hereof; and the Transferee does hereby agree to take the said share(s) subject to the same conditions.

DATED this [ ] day of [ ],20[ ]

Signed by:	**In the presence of:**
Transferor	Witness
Transferee	Witness

Exhibit 3.4

FORWARD MARCH LIMITED
(REGISTRATION #52447)
(THE "COMPANY")
AMENDED AND RESTATED CERTIFICATE OF DESIGNATION, PREFERENCES AND RIGHTS OF CONVERTIBLE PREFERENCE SHARES
(THIS "CERTIFICATE OF DESIGNATION")[1]

The Company HEREBY CERTIFIES that, pursuant to resolutions of the Board of Directors passed on June 20, 2017, the Company created its Convertible Preference Shares, of par value US$0.0001 each, and that the designation, powers, preferences and rights and the qualifications, limitations and restrictions thereof are set forth in this Amended and Restated Certificate of Designation, adopted on October 6, 2017:

Section 1. Designation and Number of Convertible Preference Shares. The designation of the preference shares authorized hereby shall be "Convertible Preference Shares" (the "Convertible Preference Shares"). The maximum number of Convertible Preference Shares shall be 4,749,861.

Section 2. Dividends.

2A. General Obligation. When, as and if declared by the Board of Directors, to the extent permitted under the Act, the Company shall pay dividends to the holders of the Convertible Preference Shares, as provided in this Section 2.

2B. Dividend Preference. The Company shall not declare nor pay any dividends or make any distribution upon any class of Common Shares, until and unless the Company has declared and paid a dividend of at least US$2.00 with respect to each Convertible Preference Share.

2C. Participating Dividends. In the event that the Company declares or pays any dividends upon the Common Shares or any other classes of shares of the Company (the "Other Classes") (whether payable in cash, securities or other property), the Company shall also declare and pay to the holders of Convertible Preference Shares at the same time that it declares and pays such dividends to the holders of any of the Other Classes, the dividends which would have been declared and paid with respect to the Other Classes, on the basis (but not requiring) that all such Convertible Preference Shares had been converted to Common Shares immediately prior to the record date for such dividend, or if no record date is fixed, the date as of which the record holders of the Other Classes entitled to such dividends are to be determined.

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 9.

Section 3. Liquidation. On any voluntary or involuntary liquidation, dissolution or winding-up of the Company, holders of Convertible Preference Shares shall be entitled to receive, proportionately according to the number of Convertible Preference Shares held, those assets available for distribution to the members.

Section 4. Voting Rights. The holders of Convertible Preference Shares shall be entitled to notice of all meetings of members as and when such notice is provided to the holders of Common Shares using the methods provided in accordance with the Bye-Laws or as otherwise required by applicable law. The holders of Convertible Preference Shares shall be entitled to vote (on an as-converted basis), together with the holders of the Common Shares voting together as a single class, on all matters (including the election of directors) submitted to the shareholders for a vote. The holders of Convertible Preference Shares shall be entitled to the number of votes equal to the number of Common Shares into which the Convertible Preference Shares held could be converted pursuant to the terms hereof as of the record date for such vote or, if no record date is specified, as of the date of such vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis shall be rounded to the nearest whole number (with one-half being rounded upward).

Section 5. Conversion.

5A. Voluntary Conversion. Subject to the provisions of this Section 5, at any time and from time to time following the date of issuance of the Convertible Preferred Shares, any holder of Convertible Preferred Shares may convert all or any portion of their Convertible Preferred Shares (including any fraction of a Convertible Preferred Share) held by such holder into a number of Common Shares as described in Section 5C.

5B. Mandatory Conversion. All of the then issued Convertible Preference Shares shall automatically convert into Common Shares, in accordance with the provisions of this Section upon the consummation of a Qualified Public Offering, with such conversion only being effected at the time of and subject to the closing of the sale of securities by the Company pursuant to such Qualified Public Offering.

5C. Conversion Procedure.

(i) Conversion pursuant to Section 5A shall be effected by notice in writing from the holder of Convertible Preferred Shares to the Company ("Conversion Notice") delivered to the Company in accordance with Section 13, accompanied by the certificate or certificates representing the Convertible Preferred Shares to be converted (if a certificate has been issued, or a lost certificate affidavit and indemnity in lieu thereof). Each conversion of Convertible Preferred Shares pursuant to this Section shall automatically be effected as of the close of business on the date on which the Conversion Notice and any certificate or certificates (or lost certificate affidavit or indemnity) representing the Convertible Preferred Shares to be converted have been delivered to the Company.

(ii) Conversion pursuant to Section 5B shall be automatic, without the need for any further action on behalf of the holders of Convertible Preference Shares, and regardless of whether the certificates representing such shares (if any) are surrendered to the Company or its transfer agent.

(iii) Each Convertible Preference Share converted pursuant to this Section 5 shall be convertible into one Common Share. If the Convertible Preference Shares undergo any share split, share consolidation or other similar recapitalization, then the provisions of this Section 5C(ii) shall be appropriately adjusted such that a holder of Convertible Preference Shares shall receive upon conversion the same number of Common Shares such holder would have received if it had converted its Convertible Preference Shares immediately prior to the such event.

(iv) At the time any such conversion has been effected, the rights of the holder of the Convertible Preference Shares converted (as a holder of such converted Convertible Preference Shares) shall cease and such converted Convertible Preference Shares shall cease to have the rights and restrictions of Convertible Preference Shares provided hereby and shall convert to and become Common Shares, as applicable, and the Person or Persons in whose name or names Common Shares are to be registered upon such conversion shall thereby become the holder or holders of record of such Common Shares.

(v) As soon as possible after a conversion has been effected (but in any event within five (5) Business Days following such conversion) the Company shall amend its register of members to effect the conversion and shall thereafter deliver to the converting holder:

(a) a notice stating that the Convertible Preference Shares have been converted and that any certificates evidencing Convertible Preference Shares must be surrendered at the office of the Company;

(b) a certificate or certificates representing the number of Common Shares issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(c) payment in cash of the amount payable under Section 5C(ix) below with respect to such conversion.

(vi) The issuance of certificates for Common Shares upon conversion of Convertible Preference Shares shall be made without charge to the holders of such Convertible Preference Shares for any issuance or stamp tax in respect thereof or other cost incurred by the Company in connection with such conversion into Common Shares. Upon conversion of each Convertible Preference Share, the Company shall take all such actions as are necessary in order to ensure that the Common Shares resulting from such conversion shall be duly and validly issued, fully paid, and free and clear of all taxes, liens, charges and encumbrances except those created by the holder thereof.

(vii) The Company shall not close its books against the transfer of Convertible Preference Shares or Common Shares resulting from conversion of Convertible Preference Shares in any manner that interferes with the timely conversion of Convertible Preference Shares. The Company shall assist and cooperate with any holder of Convertible Preference Shares required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of Convertible Preference Shares hereunder (including, without limitation, making any filings required to be made by the Company).

(viii) The Company shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of issuance upon the conversion of Convertible Preference Shares, such number of shares of Common Shares issuable upon the conversion of all outstanding Convertible Preference Shares. All Common Shares which are so issuable shall, when issued, be duly and validly issued, fully paid, and free and clear of all taxes, liens, charges and encumbrances except those created by the holder thereof. The Company shall take all such actions as may be necessary to ensure that all Common Shares may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which the Common Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance). The Company shall not take any action that would cause the number of authorized but unissued Common Shares to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of Convertible Preference Shares.

(ix) No fractional shares shall result from the conversion of any Convertible Preference Shares, and the number of Common Shares resulting from such conversion shall be rounded down to the nearest whole share. The number of shares resulting from such conversion shall be determined on the basis of the total number of Convertible Preference Shares the holder is at the time converting into Common Shares and the number of Common Shares which will result from such aggregate conversion. If the conversion would result in any fractional share, the Company shall, in lieu of such fractional share, pay the holder thereof an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

(x) If there occurs a change in the capitalization of the Company as permitted herein and if the Common Shares resulting from conversion of Convertible Preference Shares are convertible into or exchangeable for any other shares or securities of the Company, the Company shall, at the converting holder's option, upon surrender of the Convertible Preference Shares to be converted by such holder as provided herein together with any notice, statement or payment required to effect such conversion or exchange of Common Shares, deliver to such holder or as otherwise specified by such holder a certificate or certificates representing the shares or securities into which the Common Shares resulting from conversion are so convertible or exchangeable, registered in such name or names and in such denomination or denominations as such holder has specified.

5D. Notices.

(i) The Company shall give written notice to all holders of Convertible Preference Shares at least twenty (20) days prior to the date on which the Company closes its books or takes a record (a) with respect to any dividend or distribution upon the Common Shares, (b) with respect to any *pro rata* subscription offer to holders of Common Shares or (c) for determining rights to vote with respect to any dissolution or liquidation.

(ii) The Company shall also give written notice to the holders of Convertible Preference Shares at least twenty (20) days prior to the date on which any Qualified Public Offering shall take place.

Section 6. Registration of Transfer. The Company shall keep at its principal office a register of members for the registration of holders of Convertible Preference Shares. Upon the surrender of any certificate representing Convertible Preference Shares at such place, the Company shall, at the request of the record holder of such certificate, execute and deliver (at the Company's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Convertible Preference Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Convertible Preference Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Convertible Preference Shares represented by such new certificate from the date to which dividends have been fully paid on such Convertible Preference Shares represented by the surrendered certificate.

Section 7. Replacement. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Convertible Preference Shares, and in the case of any such loss, theft or destruction, upon receipt of an indemnity from such holder reasonably satisfactory to the Company, or, in the case of any such mutilation upon surrender of such certificate, the Company shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Convertible Preference Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Convertible Preference Shares represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 8. Representation on the Board of Directors. The holders of the Convertible Preference Shares shall together be entitled by notice in writing to the Company to appoint (and remove) seven (7) Persons to the Board of Directors.

Section 9. Definitions.

"Acceptable Exchange" means (i) any of the New York Stock Exchange, the NASDAQ National Market, the London Stock Exchange, the "AIM" market operated by the London Stock Exchange plc ("AIM") or the Hong Kong Stock Exchange or (ii) if agreed in writing by the Company and the holders of a majority of the Convertible Preference Shares then issued based on their good faith determination, either of the Stock Exchange of Singapore or the Dubai International Financial Exchange.

"Act" means the Companies Act 1981 (as amended).

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York City are authorized or obligated by law or executive order to close.

"Bye-laws" means the bye-laws of the Company in force from time to time.

"Common Share" means any common share of the Company.

"Conversion Notice" has the meaning given in Section 5(C)(i).

"Convertible Securities" means any shares or securities directly or indirectly convertible into or exchangeable for Common Shares.

"Junior Securities" means any share capital or other equity securities of the Company, except for the Convertible Preference Shares.

"Option Plan" means the 2017 Stock Plan of the Company, as may be amended from time to time.

"Options" means any rights, warrants or options to subscribe for or purchase Common Shares or Convertible Securities or other Junior Securities.

"Other Classes" has the meaning given in Section 2(C).

"Person" means an individual, a partnership, a company, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Qualified Public Offering" shall mean a firm commitment underwritten initial public offering of shares of the Common Shares pursuant to an effective registration statement under the US Securities Act of 1933 (or otherwise conducted in accordance with applicable law) providing for the listing of the Common Shares on an Acceptable Exchange and resulting in net proceeds to the Company of at least US$20,000,000.

Section 10. Governing Law. This Certificate of Designations shall be governed and construed in accordance with the Act.

Section 11. Amendment and Waiver. No amendment, modification, waiver or change in the terms hereof through merger, amalgamation, or consolidation of the Company with another company or entity shall be binding or effective with respect to any provision of this Certificate of Designation without the prior written consent of the holders of at least a majority of the Convertible Preference Shares outstanding at the time such action is taken.

Section 12. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be (i) delivered in person, (ii) transmitted by email, (iii) sent by registered or certified mail, postage prepaid with return receipt requested, or (iv) sent by reputable overnight courier service, fees prepaid, to (x) the Company, at its principal executive offices and (y) to any shareholder, at such shareholder's address or email address as it appears in the records of the Company (unless otherwise indicated in writing by any such shareholder). Notices shall be deemed given upon personal delivery, upon receipt of return receipt in the case of delivery by mail, upon transmission in the case of delivery by email (unless a rejection message from the recipients email is received confirming non-delivery) or one day following deposit with an overnight courier service.

Section 13. The Bye-laws. If there shall be any conflict between the provisions of this Certificate of Designations and the Bye-laws then, for so long as any Convertible Preference Shares are issued and outstanding, the provisions of this Certificate of Designations shall prevail.

IN WITNESS WHEREOF, the Company has caused this Amended and Restated Certificate of Designation to be signed by a director.

SIGNED

for and on behalf of
FORWARD MARCH LIMITED

Director

Exhibit 3.5

IBEX HOLDINGS LIMITED
(REGISTRATION #52447)
(THE "COMPANY")
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES A CONVERTIBLE PREFERENCE SHARES
(THIS "CERTIFICATE OF DESIGNATION")[1]

The Company HEREBY CERTIFIES that, pursuant to resolutions of the Board of Directors passed on December 21, 2018, the Company created its Series A Convertible Preference Shares, of par value US$0.0001 each, and that the designation, powers, preferences and rights and the qualifications, limitations and restrictions thereof are set forth in this Certificate of Designation, adopted on December 21, 2018:

Section 1. Designation and Number of Series A Convertible Preference Shares. The designation of the preference shares authorized hereby shall be "Series A Convertible Preference Shares" (the "Series A Convertible Preference Shares"). The maximum number of Series A Convertible Preference Shares shall be one (1).

Section 2. Dividends.

2A. General Obligation. When, as and if declared by the Board of Directors, to the extent permitted under the Act, the Company shall pay dividends to the holders of the Series A Convertible Preference Shares, as provided in this Section 2.

2B. Dividend Preference. The Company shall not declare nor pay any dividends or make any distribution upon other class of shares of the Company until and unless the Company has declared and paid aggregate dividends of at least US$9,499,720.06 with respect to each Series A Convertible Preference Share.

2C. Participating Dividends. In the event that the Company declares or pays any dividends (whether payable in cash, securities or other property) upon any other class of shares of the Company, the Company shall also declare and pay to the holders of Series A Convertible Preference Shares, at the same time that it declares and pays such dividends to the holders of any other class of shares of the Company, the dividends which would have been declared and paid with respect to such other class, on the basis (but not requiring) that all Series A Convertible Preference Shares had been converted to Series C Convertible Preference Shares pursuant to Section 5A (and such Series C Convertible Preference Shares had simultaneously been converted to Class A Common Shares pursuant to Section 5A of Certificate of Designation, Preferences and Rights of Series C Convertible Preference Shares) immediately prior to the record date for such dividend, or if no record date is fixed, the date as of which the record holders of such other class(es) entitled to such dividends are to be determined.

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 9.

Section 3. Liquidation; Change of Control.

3A. Liquidation. On any voluntary or involuntary liquidation, dissolution or winding-up of the Company (a "Liquidation Event"), if, following the completion of the distributions in respect of such Liquidation Event required by Section 3A of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares and Section 3A of the Certificate of Designation, Preferences and Rights of Series C Convertible Preference Shares, any assets remain in the Company, such remaining assets shall be distributed pro rata among the holders of Participating Shares in accordance with their respective number of Participating Shares held.

3B. Change of Control. Without limiting Section 3A, upon the occurrence of a transaction that constitutes a Change of Control, if, following the payments in respect of such Change of Control required by Section 3B of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares and Section 3B of the Certificate of Designation, Preferences and Rights of Series C Convertible Preference Shares, any transaction proceeds remain available for payment, such remaining transaction proceeds shall be paid shall pro rata among the holders of Participating Shares in accordance with their respective number of Participating Shares held. The Company shall not approve, adopt or enter into any agreement or arrangement relating to a Change of Control (or amend or modify any such agreement or arrangement) if such agreement or arrangement (or the effect of any such amendment or modification thereto) does not allocate the consideration to be paid in connection with such transaction in accordance with the preceding provisions of this Section 3B. In the event the consideration received in a Change of Control transaction is other than cash, its value will be deemed its fair market value, with any securities having a value equal to their Fair Market Value.

3C. Notice of Liquidation Event or Change of Control. Not less than ten (10) days prior to the payment date stated therein, the Company shall mail and send by reputable overnight courier written notice of any Liquidation Event or Change of Control transaction to each record holder of Series A Convertible Preference Shares, setting forth in reasonable detail an estimate of the amount of proceeds to be paid with respect to each Series A Convertible Preference Share, each Series B Convertible Preference Share, each Series C Convertible Preference Share, each Class A Common Share, each Class B Common Share and each other class of shares of the Company (if any) in connection with such Liquidation Event or Change of Control transaction (and the basis and methodology for determining such amounts). Notwithstanding the other provisions of this Certificate of Designation, the notice requirement in the preceding sentence may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of a majority of the voting power of the outstanding Series A Convertible Preference Shares that are entitled to such notice rights.

Section 4. Voting Rights. The holders of Series A Convertible Preference Shares shall be entitled to notice of all meetings of members as and when such notice is provided to the holders of Class A Common Shares using the methods provided in accordance with the Bye-Laws or as otherwise required by applicable law. The holders of Series A Convertible Preference Shares shall be entitled to vote (on an as-converted basis), together with the holders of the Series B Convertible Preference Shares, the holders of Series C Convertible Preference Shares and the holders of Class A Common Shares voting together as a single class, on all matters (including the election of directors) submitted to the shareholders for a vote. The holders of Series A Convertible Preference Shares shall be entitled to the number of votes equal to the number of Series C Convertible Preference Shares into which the Series A Convertible Preference Shares held could be converted pursuant to the terms hereof as of the record date for such vote or, if no record date is specified, as of the date of such vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis shall be rounded to the nearest whole number (with one-half being rounded upward).

Section 5. Conversion.

5A. Voluntary Conversion. Subject to the provisions of this Section 5, at any time and from time to time following the date of issuance of the Series A Convertible Preference Shares, any holder of Series A Convertible Preference Shares may convert all or any portion of such holder's Series A Convertible Preference Shares (including any fraction of a Series A Convertible Preference Share) held by such holder into a number of Series C Convertible Preference Shares as described in Section 5C(i) below.

5B. Mandatory Conversion. All of the then issued Series A Convertible Preference Shares shall automatically convert into Series C Convertible Preference Shares, in accordance with the provisions of this Section upon (i) the consummation of a Qualified IPO, with such conversion only being effected at the time of and subject to the closing of the sale of securities by the Company pursuant to such Qualified IPO (in which case the Series C Convertible Preference Shares into which such Series A Convertible Preference Shares convert shall simultaneously convert into Class A Common Shares in accordance with the Certificate of Designation, Preferences and Rights of Series C Convertible Preference Shares) or (ii) the date specific by the written consent or agreement of the holders of a majority of the then outstanding Series A Convertible Preference Shares.

5C. Conversion Procedure.

(i) Conversion pursuant to Section 5A above shall be effected by notice in writing from the holder of Series A Convertible Preference Shares to the Company ("Conversion Notice") delivered to the Company in accordance with Section 13 below, accompanied by the certificate or certificates representing the Series A Convertible Preference Shares to be converted (if a certificate has been issued, or a lost certificate affidavit and indemnity in lieu thereof). Each conversion of Series A Convertible Preference Shares pursuant to this Section shall automatically be effected as of the close of business on the date on which the Conversion Notice and any certificate or certificates (or lost certificate affidavit or indemnity) representing the Convertible Preference Shares to be converted have been delivered to the Company.

(ii) Conversion pursuant to Section 5B above shall be automatic, without the need for any further action on behalf of the holders of Series A Convertible Preference Shares, and regardless of whether the certificates representing such shares (if any) are surrendered to the Company or its transfer agent.

(iii) Each Series A Convertible Preference Share converted pursuant to this Section 5 shall be convertible into one Series C Convertible Preference Share If the Series A Convertible Preference Shares or the Series C Convertible Preference Shares undergo any share split, share consolidation or other similar recapitalization, then the provisions of this Section 5C(iii) shall be appropriately adjusted such that a holder of Series A Convertible Preference Shares shall receive upon conversion the same number of Series C Convertible Preference Shares such holder would have received if it had converted its Series A Convertible Preference Shares immediately prior to the such event.

(iv) At the time any such conversion has been effected, the rights of the holder of the Series A Convertible Preference Shares converted (as a holder of such converted Series A Convertible Preference Shares) shall cease and such converted Series A Convertible Preference Shares shall cease to have the rights and restrictions of Series A Convertible Preference Shares provided hereby and shall convert to and become Series C Convertible Preference Shares, and the Person or Persons in whose name or names Series C Convertible Preference Shares are to be registered upon such conversion shall thereby become the holder or holders of record of such Series C Convertible Preference Shares.

(v) As soon as possible after a conversion has been effected (but in any event within five (5) Business Days following such conversion) the Company shall amend its register of members to effect the conversion and shall thereafter deliver to the converting holder:

(a) a notice stating that the Series A Convertible Preference Shares have been converted and that any certificates evidencing Series A Convertible Preference Shares must be surrendered at the office of the Company;

(b) a certificate or certificates representing the number of Series C Convertible Preference Shares issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(c) payment in cash of the amount payable under Section 5C(ix) below with respect to such conversion.

(vi) The issuance of certificates for Series C Convertible Preference Shares upon conversion of Series A Convertible Preference Shares shall be made without charge to the holders of such Series A Convertible Preference Shares for any issuance or stamp tax in respect thereof or other cost incurred by the Company in connection with such conversion into Series C Convertible Preference Shares. Upon conversion of each Series A Convertible Preference Share, the Company shall take all such actions as are necessary in order to ensure that the Series C Convertible Preference Shares resulting from such conversion shall be duly and validly issued, fully paid, and free and clear of all taxes, liens, charges and encumbrances except those created by the holder thereof.

(vii) The Company shall not close its books against the transfer of Series A Convertible Preference Shares or Series C Convertible Preference Shares resulting from conversion of Series A Convertible Preference Shares in any manner that interferes with the timely conversion of Series A Convertible Preference Shares. The Company shall assist and cooperate with any holder of Series A Convertible Preference Shares required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of Series A Convertible Preference Shares hereunder (including, without limitation, making any filings required to be made by the Company).

(viii) The Company shall at all times reserve and keep available out of its authorized but unissued Series C Convertible Preference Shares, solely for the purpose of issuance upon the conversion of Series A Convertible Preference Shares, such number of Series C Convertible Preference Shares issuable upon the conversion of all outstanding Series C Convertible Preference Shares. All Series C Convertible Preference Shares which are so issuable shall, when issued, be duly and validly issued, fully paid, and free and clear of all taxes, liens, charges and encumbrances except those created by the holder thereof. The Company shall take all such actions as may be necessary to ensure that all Series C Convertible Preference Shares may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which the Series C Convertible Preference Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance). The Company shall not take any action that would cause the number of authorized but unissued Series C Convertible Preference Shares to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of Series A Convertible Preference Shares.

(ix) No fractional shares shall result from the conversion of any Series A Convertible Preference Shares, and the number of Series C Convertible Preference Shares resulting from such conversion shall be rounded down to the nearest whole share. The number of shares resulting from such conversion shall be determined on the basis of the total number of Series A Convertible Preference Shares the holder is at the time converting into Series C Convertible Preference Shares and the number of Series C Convertible Preference Shares which will result from such aggregate conversion. If the conversion would result in any fractional share, the Company shall, in lieu of such fractional share, pay the holder thereof an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

(x) If there occurs a change in the capitalization of the Company as permitted herein and if the Series C Convertible Preference Shares resulting from conversion of Series A Convertible Preference Shares are convertible into or exchangeable for any other shares or securities of the Company, the Company shall, at the converting holder's option, upon surrender of the Series A Convertible Preference Shares to be converted by such holder as provided herein together with any notice, statement or payment required to effect such conversion or exchange of Series C Convertible Preference Shares, deliver to such holder or as otherwise specified by such holder a certificate or certificates representing the shares or securities into which the Series C Convertible Preference Shares resulting from conversion are so convertible or exchangeable, registered in such name or names and in such denomination or denominations as such holder has specified.

5D. Notices.

(i) The Company shall give written notice to all holders of Series A Convertible Preference Shares at least ten (10) days prior to the date on which the Company closes its books or takes a record (a) with respect to any dividend or distribution upon any other class of shares of the Company, (b) with respect to any *pro rata* subscription offer to holders of Series C Convertible Preference Shares or (c) for determining rights to vote with respect to any dissolution or liquidation.

(ii) The Company shall also give written notice to the holders of Series A Convertible Preference Shares at least ten (10) days prior to the date on which any Qualified IPO shall take place.

Section 6. Registration of Transfer. The Company shall keep at its principal office a register of members for the registration of holders of Series A Convertible Preference Shares. Upon the surrender of any certificate representing Series A Convertible Preference Shares at such place, the Company shall, at the request of the record holder of such certificate, execute and deliver (at the Company's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Series A Convertible Preference Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Series A Convertible Preference Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series A Convertible Preference Shares represented by such new certificate from the date to which dividends have been fully paid on such Series A Convertible Preference Shares represented by the surrendered certificate.

Section 7. Replacement. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Series A Convertible Preference Shares, and in the case of any such loss, theft or destruction, upon receipt of an indemnity from such holder reasonably satisfactory to the Company, or, in the case of any such mutilation upon surrender of such certificate, the Company shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Series A Convertible Preference Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series A Convertible Preference Shares represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 8. Representation on the Board of Directors. The holders of the Series A Convertible Preference Shares shall together be entitled by notice in writing to the Company to appoint (and remove) seven (7) Persons to the Board of Directors.

Section 9. Definitions.

"Acceptable Exchange" means (i) any of the New York Stock Exchange, the NASDAQ National Market, the London Stock Exchange, the "AIM" market operated by the London Stock Exchange plc ("AIM") or the Hong Kong Stock Exchange or (ii) any other recognized stock exchange approved the Board of Directors, acting in good faith, including but not limited to the Stock Exchange of Singapore or the Dubai International Financial Exchange.

"Act" means the Companies Act 1981 (as amended).

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York City are authorized or obligated by law or executive order to close.

"Bye-laws" means the bye-laws of the Company in force from time to time.

"Change of Control" means " (i) the acquisition by any Person or Group of Persons, other than The Resource Group International Limited or an affiliate thereof, of beneficial ownership (as such term is used in the Securities Exchange Act of 1934) of more than 50% of (x) the then issued Common Shares determined assuming that all shares convertible into Common Shares have been so converted into Common Shares entitling such Person or Group of Persons to elect a majority of the members of the Board of Directors, except through the issuance of equity securities by the Company, or (y) (i) any sale or transfer of all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis in any transaction or series of related transactions to any Person or Group of Persons other than The Resource Group International Limited or an affiliate thereof, and (iii) any amalgamation, merger or consolidation to which the Company or a subsidiary of the Company is a party, except for an amalgamation, merger or consolidation in which the holders of the issued capital stock of the Company possessing the voting power (under ordinary circumstances) to elect a majority of the members of the Board of Directors immediately prior to such transaction shall, by themselves or by their respective affiliates, continue to own a sufficient quantity of the surviving entity's issued capital stock or share capital to elect a majority of the members of the surviving entity's board of directors immediately after such transaction.

"Class A Common Share" means any voting class A common share of the Company.

"Class B Common Share" means any non-voting class B common share of the Company.

"Common Share" means any common share of the Company, including any Class A Common Share and/or Class B Common Share.

"Conversion Notice" has the meaning given in Section 5(C)(i).

"Convertible Preference Shares" means Series A Convertible Preference Shares, Series B Convertible Preference Shares and the Series C Convertible Preference Shares.

"Fair Market Value" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed (including any Acceptable Exchange), or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the Nasdaq Stock Market System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the Nasdaq Stock Market System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of twenty-one (21) days consisting of the day as of which "Fair Market Value" is being determined and the twenty (20) consecutive Business Days prior to such day. If at any time such security is not listed on any securities exchange or quoted in the Nasdaq Stock Market System or the over-the-counter market, the "Fair Market Value" shall be the fair value thereof determined jointly by the Company and the holders of a majority of the Common Shares then issued and outstanding, assuming that all Convertible Preference Shares then issued and outstanding have converted into Common Shares in accordance with their terms. The determination of the appraiser selected pursuant to the preceding sentence shall be final and binding upon the parties, and the Company shall pay the fees and expenses of such appraiser.

"Qualified IPO" shall mean a firm commitment underwritten initial public offering of the Company's Class A Common Shares resulting in net proceeds to the Company of at least US$20,000,000.

"Participating Shares" means Series A Convertible Preference Shares, Series C Convertible Preference Shares and Common Shares.

"Person" means an individual, a partnership, a company, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

Section 10. Governing Law. This Certificate of Designations shall be governed and construed in accordance with the Act.

Section 11. Amendment and Waiver. No amendment, modification, waiver or change in the terms hereof through merger, amalgamation, or consolidation of the Company with another company or entity shall be binding or effective with respect to any provision of this Certificate of Designation without the prior written consent of the holders of at least a majority of the Series A Convertible Preference Shares outstanding at the time such action is taken.

Section 12. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be (i) delivered in person, (ii) transmitted by email, (iii) sent by registered or certified mail, postage prepaid with return receipt requested, or (iv) sent by reputable overnight courier service, fees prepaid, to (x) the Company, at its principal executive offices and (y) to any shareholder, at such shareholder's address or email address as it appears in the records of the Company (unless otherwise indicated in writing by any such shareholder). Notices shall be deemed given upon personal delivery, upon receipt of return receipt in the case of delivery by mail, upon transmission in the case of delivery by email (unless a rejection message from the recipients email is received confirming non-delivery) or one day following deposit with an overnight courier service.

Section 13. The Bye-laws. If there shall be any conflict between the provisions of this Certificate of Designations and the Bye-laws then, for so long as any Convertible Preference Shares are issued and outstanding, the provisions of this Certificate of Designations shall prevail.

IN WITNESS WHEREOF, the Company has caused this Certificate of Designation to be signed by a director.

SIGNED
for and on behalf of
IBEX HOLDINGS LIMITED

Director

Exhibit 3.6

IBEX HOLDINGS LIMITED
(REGISTRATION #52447)
(THE "COMPANY")
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES B CONVERTIBLE PREFERENCE SHARES
(THIS "CERTIFICATE OF DESIGNATION")[1]

The Company HEREBY CERTIFIES that, pursuant to resolutions of the Board of Directors passed on December 21, 2018, the Company created its Series B Convertible Preference Shares, of par value US$0.0001 each, and that the designation, powers, preferences and rights and the qualifications, limitations and restrictions thereof are set forth in this Certificate of Designation, adopted on December 21, 2018:

Section 1. Designation and Number of Series B Convertible Preference Shares. The designation of the preference shares authorized hereby shall be "Series B Convertible Preference Shares" (the "Series B Convertible Preference Shares"). The maximum number of Series B Convertible Preference Shares shall be 12,512,991.4665.

Section 2. Dividends.

2A. General Obligation. When, as and if declared by the Board of Directors, to the extent permitted under the Act, the Company shall pay dividends to the holders of the Series B Convertible Preference Shares, as provided in this Section 2.

2B. Dividend Preference. The Company shall not declare nor pay any dividends or make any distribution upon any other class of shares of the Company, other than dividends pursuant to Section 2B of the Certificate of Designation, Preferences and Rights of Series A Convertible Preference Shares of the Company, until and unless the Aggregate Remaining Series B Preference Amount is $0.

2C. Participating Dividends. The holders of Series B Convertible Preference Shares shall not be entitled to any dividends in excess of the dividends payable pursuant to Section 2B.

Section 3. Liquidation; Change of Control.

3A. Liquidation. On any voluntary or involuntary liquidation, dissolution or winding-up of the Company (a "Liquidation Event"), holders of Series B Convertible Preference Shares shall be entitled to receive in respect of their Series B Convertible Preference Shares prior and in preference to any distribution or payment made in respect of any other class of shares of the Company, proportionately according to the number of Series B Convertible Preference Shares held, an amount equal to the Aggregate Remaining Series B Preference Amount; provided that such payment is to be made initially from any cash proceeds received from or with respect to any Liquidation Event and from all other available cash, and then, to the extent such cash sums are insufficient to satisfy such payment, from any other available assets. If upon any such Liquidation Event, the Company's assets to be distributed are insufficient to permit payment to the holders of Series B Convertible Preference Shares of the Aggregate Remaining Series B Preference Amount, then the entire assets available to be distributed shall be distributed to the holders of Series B Convertible Preference Shares proportionately according to the number of Series B Convertible Preference Shares held.

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 8.

3B. Change of Control. Without limiting Section 3A, upon the occurrence of a transaction that constitutes a Change of Control, holders of Series B Convertible Preference Shares shall be entitled to receive in respect of their Series B Convertible Preference Shares prior and in preference to any distribution or payment made in respect of any other class of shares of the Company, proportionately according to the number of Series B Convertible Preference Shares held, an amount equal to the Aggregate Remaining Series B Preference Amount. If the transaction proceeds available for payment to the Company's shareholders in connection with any Change of Control transaction (whether by the Company or the buyer) is insufficient to permit payment to holders of Series B Convertible Preference Shares of the Aggregate Remaining Series B Preference Amount, then the entire transaction proceeds so available for payment shall be paid to the holders of Series B Convertible Preference Shares proportionately according to the number of Series B Convertible Preference Shares held. The Company shall not approve, adopt or enter into any agreement or arrangement relating to a Change of Control (or amend or modify any such agreement or arrangement) if such agreement or arrangement (or the effect of any such amendment or modification thereto) does not allocate the consideration to be paid in connection with such transaction in accordance with the preceding provisions of this Section 3B. In the event the consideration received in a Change of Control transaction is other than cash, its value will be deemed its fair market value, with any securities having a value equal to their Fair Market Value.

3C. Remaining Assets. If, following the completion of the distribution required by Section 3A or the payment of consideration required by Section 3B, as applicable, any assets remain in the Company or any transaction proceeds remain available for payment, the holders of Participating Shares shall receive all of the remaining assets of the Company or the remaining transaction proceeds, as applicable, and the holders of Series B Convertible Preference Shares shall not be entitled to any portion of such remaining assets or remaining transaction proceeds in respect of such Series B Convertible Preference Shares.

3D. Notice of Liquidation Event or Change of Control. Not less than ten (10) days prior to the payment date stated therein, the Company shall mail and send by reputable overnight courier written notice of any Liquidation Event or Change of Control transaction to each record holder of Series B Convertible Preference Shares, setting forth in reasonable detail an estimate of the amount of proceeds to be paid with respect to each Series A Convertible Preference Share, each Series B Convertible Preference Share, each Series C Convertible Preference Share, each Class A Common Share, each Class B Common Share and each other class of shares of the Company (if any) in connection with such Liquidation Event or Change of Control transaction (and the basis and methodology for determining such amounts). Notwithstanding the other provisions of this Certificate of Designation, the notice requirement in the preceding sentence may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of a majority of the voting power of the outstanding Series B Convertible Preference Shares that are entitled to such notice rights.

3E. Deemed Conversion Upon A Liquidation Event or Change of Control. Notwithstanding the above, for purposes of determining the amount each holder of Series B Convertible Preference Shares is entitled to receive in respect of such shares with respect to a Liquidation Event or a Change of Control, each such holder shall be deemed to have converted (regardless of whether such holder actually converted) such holder's Series B Convertible Preference Shares into Series C Convertible Preference Shares immediately prior to such Liquidation Event or Change of Control if, as a result of an actual such conversion, such holder would receive, in the aggregate, in respect of such holder's Series B Convertible Preference Shares an amount greater than the amount such holder would receive, in the aggregate, in respect of such holder's Series B Convertible Preference Shares if such holder did not convert such shares into Series C Convertible Preference Shares.

Section 4. Voting Rights. The holders of Series B Convertible Preference Shares shall be entitled to notice of all meetings of members as and when such notice is provided to the holders of Class A Common Shares using the methods provided in accordance with the Bye-Laws or as otherwise required by applicable law. The holders of Series B Convertible Preference Shares shall be entitled to vote (on an as-converted basis), together with the holders of the Series A Convertible Preference Shares, the holders of Series C Convertible Preference Shares and the holders of Class A Common Shares voting together as a single class, on all matters (including the election of directors) submitted to the shareholders for a vote. The holders of Series B Convertible Preference Shares shall be entitled to the number of votes equal to the number of Series C Convertible Preference Shares into which the Series B Convertible Preference Shares held could be converted pursuant to the terms hereof as of the record date for such vote or, if no record date is specified, as of the date of such vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis shall be rounded to the nearest whole number (with one-half being rounded upward).

Section 5. Conversion.

5A. Mandatory Conversion. All of the then issued Series B Convertible Preference Shares shall automatically convert into Series C Convertible Preference Shares, in accordance with the provisions of this Section upon (i) the consummation of a Qualified IPO, with such conversion only being effected at the time of and subject to the closing of the sale of securities by the Company pursuant to such Qualified IPO (in which case the Series C Convertible Preference Shares into which such Series B Convertible Preference Shares convert shall simultaneously convert into Class A Common Shares in accordance with the Certificate of Designation, Preferences and Rights of Series C Convertible Preference Shares) or (ii) the date specific by the written consent or agreement of the holders of a majority of the then outstanding Series B Convertible Preference Shares.

5B. Conversion Procedure.

(i) Conversion pursuant to Section 5A above shall be automatic, without the need for any further action on behalf of the holders of Series B Convertible Preference Shares, and regardless of whether the certificates representing such shares (if any) are surrendered to the Company or its transfer agent.

(ii) Each Series B Convertible Preference Share converted pursuant to this Section 5 shall be convertible into one Series C Convertible Preference Share. If the Series B Convertible Preference Shares or Series C Convertible Preference Shares undergo any share split, share consolidation or other similar recapitalization, then the provisions of this Section 5B(ii) shall be appropriately adjusted such that a holder of Series B Convertible Preference Shares shall receive upon conversion the same number of Series C Convertible Preference Shares such holder would have received if it had converted its Series B Convertible Preference Shares immediately prior to the such event.

(iii) At the time any such conversion has been effected, the rights of the holder of the Series B Convertible Preference Shares converted (as a holder of such converted Series B Convertible Preference Shares) shall cease and such converted Series B Convertible Preference Shares shall cease to have the rights and restrictions of Series B Convertible Preference Shares provided hereby and shall convert to and become Series C Convertible Preference Shares, and the Person or Persons in whose name or names Series C Convertible Preference Shares are to be registered upon such conversion shall thereby become the holder or holders of record of such Series C Convertible Preference Shares.

(iv) As soon as possible after a conversion has been effected (but in any event within five (5) Business Days following such conversion) the Company shall amend its register of members to effect the conversion and shall thereafter deliver to the converting holder:

(a) a notice stating that the Series B Convertible Preference Shares have been converted and that any certificates evidencing Series B Convertible Preference Shares must be surrendered at the office of the Company;

(b) a certificate or certificates representing the number of Series C Convertible Preference Shares issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(c) payment in cash of the amount payable under Section 5B(viii) below with respect to such conversion.

(v) The issuance of certificates for Series C Convertible Preference Shares upon conversion of Series B Convertible Preference Shares shall be made without charge to the holders of such Series B Convertible Preference Shares for any issuance or stamp tax in respect thereof or other cost incurred by the Company in connection with such conversion into Series C Convertible Preference Shares. Upon conversion of each Series B Convertible Preference Share, the Company shall take all such actions as are necessary in order to ensure that the Series C Convertible Preference Shares resulting from such conversion shall be duly and validly issued, fully paid, and free and clear of all taxes, liens, charges and encumbrances except those created by the holder thereof.

(vi) The Company shall not close its books against the transfer of Series B Convertible Preference Shares or Series C Convertible Preference Shares resulting from conversion of Series B Convertible Preference Shares in any manner that interferes with the timely conversion of Series B Convertible Preference Shares. The Company shall assist and cooperate with any holder of Series B Convertible Preference Shares required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of Series B Convertible Preference Shares hereunder (including, without limitation, making any filings required to be made by the Company).

(vii) The Company shall at all times reserve and keep available out of its authorized but unissued Series C Convertible Preference Shares, solely for the purpose of issuance upon the conversion of Series B Convertible Preference Shares, such number of Series C Convertible Preference Shares issuable upon the conversion of all outstanding Series B Convertible Preference Shares. All Series C Convertible Preference Shares which are so issuable shall, when issued, be duly and validly issued, fully paid, and free and clear of all taxes, liens, charges and encumbrances except those created by the holder thereof. The Company shall take all such actions as may be necessary to ensure that all Series C Convertible Preference Shares may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which the Series C Convertible Preference Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance). The Company shall not take any action that would cause the number of authorized but unissued Series C Convertible Preference Shares to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of Series B Convertible Preference Shares.

(viii) No fractional shares shall result from the conversion of any Series B Convertible Preference Shares, and the number of Series C Convertible Preference Shares resulting from such conversion shall be rounded down to the nearest whole share. The number of shares resulting from such conversion shall be determined on the basis of the total number of Series B Convertible Preference Shares the holder is at the time converting into Series C Convertible Preference Shares and the number of Series C Convertible Preference Shares which will result from such aggregate conversion. If the conversion would result in any fractional share, the Company shall, in lieu of such fractional share, pay the holder thereof an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

(ix) If there occurs a change in the capitalization of the Company as permitted herein and if the Series C Convertible Preference Shares resulting from conversion of Series B Convertible Preference Shares are convertible into or exchangeable for any other shares or securities of the Company, the Company shall, at the converting holder’s option, upon surrender of the Series B Convertible Preference Shares to be converted by such holder as provided herein together with any notice, statement or payment required to effect such conversion or exchange of Series C Convertible Preference Shares, deliver to such holder or as otherwise specified by such holder a certificate or certificates representing the shares or securities into which the Series C Convertible Preference Shares resulting from conversion are so convertible or exchangeable, registered in such name or names and in such denomination or denominations as such holder has specified.

5C. Notices.

(i) The Company shall give written notice to all holders of Series B Convertible Preference Shares at least ten (10) days prior to the date on which the Company closes its books or takes a record (a) with respect to any dividend or distribution upon any other class of shares of the Company, other than dividends pursuant to Section 2B of the Certificate of Designation, Preferences and Rights of Series A Convertible Preference Shares, (b) with respect to any *pro rata* subscription offer to holders of Series C Convertible Preference Shares or (c) for determining rights to vote with respect to any dissolution or liquidation.

(ii) The Company shall also give written notice to the holders of Series B Convertible Preference Shares at least ten (10) days prior to the date on which any Qualified IPO shall take place.

Section 6. Registration of Transfer. The Company shall keep at its principal office a register of members for the registration of holders of Series B Convertible Preference Shares. Upon the surrender of any certificate representing Series B Convertible Preference Shares at such place, the Company shall, at the request of the record holder of such certificate, execute and deliver (at the Company's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Series B Convertible Preference Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Series B Convertible Preference Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series B Convertible Preference Shares represented by such new certificate from the date to which dividends have been fully paid on such Series B Convertible Preference Shares represented by the surrendered certificate.

Section 7. Replacement. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Series B Convertible Preference Shares, and in the case of any such loss, theft or destruction, upon receipt of an indemnity from such holder reasonably satisfactory to the Company, or, in the case of any such mutilation upon surrender of such certificate, the Company shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Series B Convertible Preference Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series B Convertible Preference Shares represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 8. Definitions.

"Acceptable Exchange" means (i) any of the New York Stock Exchange, the NASDAQ National Market, the London Stock Exchange, the "AIM" market operated by the London Stock Exchange plc ("AIM") or the Hong Kong Stock Exchange or (ii) any other recognized stock exchange approved by the Board of Directors, acting in good faith, including but not limited to the Stock Exchange of Singapore or the Dubai International Financial Exchange.

"Act" means the Companies Act 1981 (as amended).

"Aggregate Remaining Series B Preference Amount" means, from time to time, the excess, if any, of (a) $53,500,000 over (b) the sum of (i) aggregate amount of all declared but unpaid dividends on Series B Convertible Preference Shares, plus (ii) the aggregate amount of all dividends previously paid on Series B Convertible Preference Shares, plus (iii) the aggregate amount previously paid pursuant to Section 3A above on Series B Convertible Preference Shares, plus (iv) the aggregate amount previously paid pursuant to Section 3B above on Series B Convertible Preference Shares.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York City are authorized or obligated by law or executive order to close.

"Bye-laws" means the bye-laws of the Company in force from time to time.

"Change of Control" means " (i) the acquisition by any Person or Group of Persons, other than The Resource Group International Limited or an affiliate thereof, of beneficial ownership (as such term is used in the Securities Exchange Act of 1934) of more than 50% of (x) the then issued Common Shares determined assuming that all shares convertible into Common Shares have been so converted into Common Shares entitling such Person or Group of Persons to elect a majority of the members of the Board of Directors, except through the issuance of equity securities by the Company, or (y) (i) any sale or transfer of all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis in any transaction or series of related transactions to any Person or Group of Persons other than The Resource Group International Limited or an affiliate thereof, and (iii) any amalgamation, merger or consolidation to which the Company or a subsidiary of the Company is a party, except for an amalgamation, merger or consolidation in which the holders of the issued capital stock of the Company possessing the voting power (under ordinary circumstances) to elect a majority of the members of the Board of Directors immediately prior to such transaction shall, by themselves or by their respective affiliates, continue to own a sufficient quantity of the surviving entity's issued capital stock or share capital to elect a majority of the members of the surviving entity's board of directors immediately after such transaction.

"Class A Common Share" means any voting class A common share of the Company.

"Class B Common Share" means any non-voting class B common share of the Company.

"Common Share" means any common share of the Company, including any Class A Common Share and/or Class B Common Share.

"Convertible Preference Shares" means Series A Convertible Preference Shares, Series B Convertible Preference Shares and the Series C Convertible Preference Shares.

"Fair Market Value" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed (including any Acceptable Exchange), or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the Nasdaq Stock Market System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the Nasdaq Stock Market System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of twenty-one (21) days consisting of the day as of which "Fair Market Value" is being determined and the twenty (20) consecutive Business Days prior to such day. If at any time such security is not listed on any securities exchange or quoted in the Nasdaq Stock Market System or the over-the-counter market, the "Fair Market Value" shall be the fair value thereof determined jointly by the Company and the holders of a majority of the Common Shares then issued and outstanding, assuming that all Convertible Preference Shares then issued and outstanding have converted into Common Shares in accordance with their terms. The determination of the appraiser selected pursuant to the preceding sentence shall be final and binding upon the parties, and the Company shall pay the fees and expenses of such appraiser.

"Qualified IPO" shall mean a firm commitment underwritten initial public offering of the Company's Class A Common Shares resulting in net proceeds to the Company of at least US$20,000,000.

"Participating Shares" means Series A Convertible Preference Shares, Series C Convertible Preference Shares and Common Shares.

"Person" means an individual, a partnership, a company, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

Section 9. Governing Law. This Certificate of Designations shall be governed and construed in accordance with the Act.

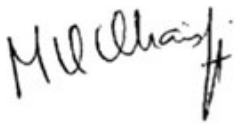
Section 10. Amendment and Waiver. No amendment, modification, waiver or change in the terms hereof through merger, amalgamation, or consolidation of the Company with another company or entity shall be binding or effective with respect to any provision of this Certificate of Designation without the prior written consent of the holders of at least a majority of the Series B Convertible Preference Shares outstanding at the time such action is taken.

Section 11. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be (i) delivered in person, (ii) transmitted by email, (iii) sent by registered or certified mail, postage prepaid with return receipt requested, or (iv) sent by reputable overnight courier service, fees prepaid, to (x) the Company, at its principal executive offices and (y) to any shareholder, at such shareholder's address or email address as it appears in the records of the Company (unless otherwise indicated in writing by any such shareholder). Notices shall be deemed given upon personal delivery, upon receipt of return receipt in the case of delivery by mail, upon transmission in the case of delivery by email (unless a rejection message from the recipients email is received confirming non-delivery) or one day following deposit with an overnight courier service.

Section 12. The Bye-laws. If there shall be any conflict between the provisions of this Certificate of Designations and the Bye-laws then, for so long as any Convertible Preference Shares are issued and outstanding, the provisions of this Certificate of Designations shall prevail.

IN WITNESS WHEREOF, the Company has caused this Certificate of Designation to be signed by a director.

SIGNED
for and on behalf of
IBEX HOLDINGS LIMITED



Director

Exhibit 3.7

IBEX HOLDINGS LIMITED
(REGISTRATION #52447)
(THE "COMPANY")
CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS OF SERIES C CONVERTIBLE PREFERENCE SHARES
(THIS "CERTIFICATE OF DESIGNATION")[1]

The Company HEREBY CERTIFIES that, pursuant to resolutions of the Board of Directors passed on December 21, 2018, the Company created its Series C Convertible Preference Shares, of par value US$0.0001 each, and that the designation, powers, preferences and rights and the qualifications, limitations and restrictions thereof are set forth in this Certificate of Designation, adopted on December 21, 2018:

Section 1. Designation and Number of Series C Convertible Preference Shares. The designation of the preference shares authorized hereby shall be "Series C Convertible Preference Shares" (the "Series C Convertible Preference Shares"). The maximum number of Series C Convertible Preference Shares shall be 12,639,389.35.

Section 2. Dividends.

2A. General Obligation. When, as and if declared by the Board of Directors, to the extent permitted under the Act, the Company shall pay dividends to the holders of the Series C Convertible Preference Shares, as provided in this Section 2.

2B. Dividend Preference. The Company shall not declare nor pay any dividends or make any distribution upon any other class of shares of the Company, other than dividends pursuant to Section 2B of the Certificate of Designation, Preferences and Rights of Series A Convertible Preference Shares of the Company and pursuant to Section 2B of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares of the Company (the **"Series B Preference Certificate"),** until and unless the Aggregate Remaining Series C Preference Amount is $0.

2C. Participating Dividends. In the event that the Company declares or pays any dividends (whether payable in cash, securities or other property) upon any other class of shares of the Company, other than dividends pursuant to Section 2B of the Certificate of Designation, Preferences and Rights of Series A Convertible Preference Shares of the Company and pursuant to Section 2B of the Series B Preference Certificate, the Company shall also declare and pay to the holders of Series C Convertible Preference Shares, at the same time that it declares and pays such dividends to the holders of any other class of shares of the Company, the dividends which would have been declared and paid with respect to such other class, on the basis (but not requiring) that all Series C Convertible Preference Shares had been converted to Class A Common Shares pursuant to Section 5A immediately prior to the record date for such dividend, or if no record date is fixed, the date as of which the record holders of such other class(es) entitled to such dividends are to be determined.

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 8.

2D. Adjustment for Conversion of Series B Convertible Preference Shares. Notwithstanding Sections 2A, 2B and 2C above, if at the time of dividends are being declared or paid pursuant to Sections 2A, 2B and 2C above, Series B Convertible Preference Shares have converted into Series C Convertible Preference Shares or are deemed converted into Series B Convertible Preference Shares pursuant to the terms of the Series B Convertible Preference Certificate, and prior to such conversion or deemed conversion dividends were paid to holders of Series B Convertible Preference Shares pursuant to Sections 2 or 3 of the Series B Preference Certificate **("Series B Distributions"),** the amount of any dividend payable to such holder with respect to such Series C Convertible Preference Shares shall be adjusted such that the amount payable with respect to such shares shall be no greater than such shares would have received had they converted (or been deemed converted) prior to the payment of the Series B Distributions.

Section 3. Liquidation; Change of Control.

3A. Liquidation. On any voluntary or involuntary liquidation, dissolution or winding-up of the Company (a "Liquidation Event"), holders of Series C Convertible Preference Shares shall be entitled to receive in respect of their Series C Convertible Preference Shares, after completion of the distribution required by Section 3A of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares of the Company, but prior and in preference to any distribution or payment made in respect of any other class of shares of the Company, proportionately according to the number of Series C Convertible Preference Shares held, the Aggregate Remaining Series C Preference Amount; provided that such payment is to be made initially from any cash proceeds received from or with respect to any Liquidation Event and from all other available cash, and then, to the extent such cash sums are insufficient to satisfy such payment, from any other available assets. If upon any such Liquidation Event, the Company's assets to be distributed are insufficient to permit payment to the holders of Series C Convertible Preference Shares of the Aggregate Remaining Series C Preference Amount, then the entire assets available to be distributed (after giving effect to the distribution required by Section 3A of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares of the Company) shall be distributed to the holders of Series C Convertible Preference Shares proportionately according to the number of Series C Convertible Preference Shares held.

3B. Change of Control. Without limiting Section 3 A, upon the occurrence of a transaction that constitutes a Change of Control, holders of Series C Convertible Preference Shares shall be entitled to receive in respect of their Series C Convertible Preference Shares, after completion of the payment required by Section 3B of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares of the Company, but prior and in preference to any distribution or payment made in respect of any other class of shares of the Company, proportionately according to the number of Series C Convertible Preference Shares held, an amount equal to the Aggregate Remaining Series C Preference Amount. If the transaction proceeds available for payment to the Company's shareholders in connection with any Change of Control transaction (whether by the Company or the buyer) is insufficient to permit payment to holders of Series C Convertible Preference Shares of the Preferences and Rights of Series B Convertible Preference Shares of the Company, then the entire transaction proceeds (after giving effect to the payment required by Section 3 of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares of the Company) so available for payment shall be paid to the holders of Series C Convertible Preference Shares proportionately according to the number of Series C Convertible Preference Shares held. The Company shall not approve, adopt or enter into any agreement or arrangement relating to a Change of Control (or amend or modify any such agreement or arrangement) if such agreement or arrangement (or the effect of any such amendment or modification thereto) does not allocate the consideration to be paid in connection with such transaction in accordance with the preceding provisions of this Section 3B. In the event the consideration received in a Change of Control transaction is other than cash, its value will be deemed its fair market value, with any securities having a value equal to their Fair Market Value.

3C. Remaining Assets. If, following the completion of the distributions required by Section 3A of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares of the Company and Section 3A above or the payment of consideration required by Section 3B of the Certificate of Designation, Preferences and Rights of Series B Convertible Preference Shares of the Company and Section 3B above, as applicable, any assets remain in the Company or any transaction proceeds remain available for payment, such remaining assets or transaction proceeds shall be distributed or paid pro rata among the holders of Participating Shares in accordance with their respective number of Participating Shares held, determined upon an as-converted to Common Shares basis.

3D. Adjustment for Conversion of Series B Convertible Preference Shares. Notwithstanding Sections 3A, 3B and 3C above, if at the time of distributions are being made pursuant to Sections 3A, 3B and 3C above, Series B Convertible Preference Shares have converted into Series C Convertible Preference Shares or deemed converted into Series B Convertible Preference Shares pursuant to the terms of the Series B Preference Certificate, and prior to such conversion or deemed conversion Series B Distributions were paid, the amount payable to such holder with respect to such Series C Convertible Preference Shares shall be adjusted such that the amount payable with respect to such shares shall be no greater than such shares would have received had they converted (or been deemed converted) prior to the payment of the Series B Distributions.

3E. Notice of Liquidation Event or Change of Control. Not less than ten (10) days prior to the payment date stated therein, the Company shall mail and send by reputable overnight courier written notice of any Liquidation Event or Change of Control transaction to each record holder of Series C Convertible Preference Shares, setting forth in reasonable detail an estimate of the amount of proceeds to be paid with respect to each Series A Convertible Preference Share, each Series B Convertible Preference Share, each Series C Convertible Preference Share, each Class A Common Share, each Class B Common Share and each other class of shares of the Company (if any) in connection with such Liquidation Event or Change of Control transaction (and the basis and methodology for determining such amounts). Notwithstanding the other provisions of this Certificate of Designation, the notice requirement in the preceding sentence may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of a majority of the voting power of the outstanding Series C Convertible Preference Shares that are entitled to such notice rights.

Section 4. Voting Rights. The holders of Series C Convertible Preference Shares shall be entitled to notice of all meetings of members as and when such notice is provided to the holders of Class A Common Shares using the methods provided in accordance with the Bye-Laws or as otherwise required by applicable law. The holders of Series C Convertible Preference Shares shall be entitled to vote (on an as-converted basis), together with the holders of the Series A Convertible Preference Shares, the holders of Series B Convertible Preference Shares and the holders of Class A Common Shares voting together as a single class, on all matters (including the election of directors) submitted to the shareholders for a vote. The holders of Series C Convertible Preference Shares shall be entitled to the number of votes equal to the number of Class A Common Shares into which the Series C Convertible Preference Shares held could be converted pursuant to the terms of Section 5A hereof as of the record date for such vote or, if no record date is specified, as of the date of such vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis shall be rounded to the nearest whole number (with one-half being rounded upward).

Section 5. Conversion.

5A. Voluntary Conversion. Subject to the provisions of this Section 5, at any time and from time to time following the date of issuance of the Series C Convertible Preference Shares, any holder of Series C Convertible Preference Shares may convert all, but not less than all, of such holder's Series C Convertible Preference Shares (including any fraction of a Series C Convertible Preference Share) held by such holder into a number of Class A Common Shares as described in Section 5C(i) below.

5B. Mandatory Conversion. All of the then issued Series C Convertible Preference Shares shall automatically convert into Series A Convertible Preference Shares, in accordance with the provisions of this Section upon (i) the consummation of a Qualified IPO with such conversion only being effected at the time of and subject to the closing of the sale of securities by the Company pursuant to such Qualified IPO or (ii) the date specific by the written consent or agreement of the holders of a majority of the then outstanding Series C Convertible Preference Shares.

5C. Conversion Procedure.

(i) Conversion pursuant to Section 5A above shall be effected by notice in writing from the holder of Series C Convertible Preference Shares to the Company ("Conversion Notice") delivered to the Company in accordance with Section 12 below, accompanied by the certificate or certificates representing the Series C Convertible Preference Shares to be converted (if a certificate has been issued, or a lost certificate affidavit and indemnity in lieu thereof). Each conversion of Series C Convertible Preference Shares pursuant to this Section shall automatically be effected as of the close of business on the date on which the Conversion Notice and any certificate or certificates (or lost certificate affidavit or indemnity) representing the Convertible Preference Shares to be converted have been delivered to the Company.

(ii) Conversion pursuant to Section 5B above shall be automatic, without the need for any further action on behalf of the holders of Series C Convertible Preference Shares, and regardless of whether the certificates representing such shares (if any) are surrendered to the Company or its transfer agent.

(iii) Each Series C Convertible Preference Share converted pursuant to this Section 5 shall be convertible into one Class A Common Share; provided that if conversion occurs pursuant to clause (i) of Section 5(B) above, each Series C Convertible Preference Share shall convert into a number of Class A Common Shares calculated as the sum of (A) one plus (B) a fraction (I) the numerator of which is the Applicable Remaining Preference Amount Per Share and (II) the denominator of which the price at which a Class A Common Share (or any such Common Share into which the Class A Common Shares are converted prior to such Qualified IPO) are offered to the public by the underwriters in such Qualified IPO; provided if at the time of a conversion of Series C Convertible Preference Shares, Series B Convertible Preference Shares have converted into Series C Convertible Preference Shares or deemed converted into Series C Preference Shares pursuant to the terms of the Series B Preference Certificate, and prior to such conversion or deemed conversion Series B Distributions were paid, the such fraction shall be adjusted with respect to such Series C Convertible Preference Shares shall be adjusted such that the amount of Class A Common Shares received with respect to such shares shall be no greater than such shares would have received had they converted (or been deemed converted) prior to the payment of the Series B Distribution. If the Series C Convertible Preference Shares or the Class A Common Shares undergo any share split, share consolidation or other similar recapitalization, then the provisions of this Section 5C(iii) shall be appropriately adjusted such that a holder of Series C Convertible Preference Shares shall receive upon conversion the same number of Series Class A Common Shares such holder would have received if it had converted its Series C Convertible Preference Shares immediately prior to the such event.

(iv) At the time any such conversion has been effected, the rights of the holder of the Series C Convertible Preference Shares converted (as a holder of such converted Series C Convertible Preference Shares) shall cease and such converted Series C Convertible Preference Shares shall cease to have the rights and restrictions of Series C Convertible Preference Shares provided hereby and shall convert to and become Class A Common Shares, and the Person or Persons in whose name or names the Class A Common Shares are to be registered upon such conversion shall thereby become the holder or holders of record of such Class A Common Shares.

(v) As soon as possible after a conversion has been effected (but in any event within five (5) Business Days following such conversion) the Company shall amend its register of members to effect the conversion and shall thereafter deliver to the converting holder:

(a) a notice stating that the Series C Convertible Preference Shares have been converted and that any certificates evidencing Series C Convertible Preference Shares must be surrendered at the office of the Company;

(b) a certificate or certificates representing the number of Class A Common Shares issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(c) payment in cash of the amount payable under Section 5C(ix) below with respect to such conversion.

(vi) The issuance of certificates for Class A Common Shares upon conversion of Series C Convertible Preference Shares shall be made without charge to the holders of such Series C Convertible Preference Shares for any issuance or stamp tax in respect thereof or other cost incurred by the Company in connection with such conversion into Class A Common Shares. Upon conversion of each Series C Convertible Preference Share, the Company shall take all such actions as are necessary in order to ensure that the Class A Common Shares resulting from such conversion shall be duly and validly issued, fully paid, and free and clear of all taxes, liens, charges and encumbrances except those created by the holder thereof.

(vii) The Company shall not close its books against the transfer of Series C Convertible Preference Shares or Class A Common Shares resulting from conversion of Series C Convertible Preference Shares in any manner that interferes with the timely conversion of Series C Convertible Preference Shares. The Company shall assist and cooperate with any holder of Series C Convertible Preference Shares required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of Series C Convertible Preference Shares hereunder (including, without limitation, making any filings required to be made by the Company).

(viii) The Company shall at all times reserve and keep available out of its authorized but unissued Class A Common Shares, solely for the purpose of issuance upon the conversion of Series C Convertible Preference Shares, such number of Class A Common Shares issuable upon the conversion of all outstanding Series C Convertible Preference Shares. All Class A Common Shares which are so issuable shall, when issued, be duly and validly issued, fully paid, and free and clear of all taxes, liens, charges and encumbrances except those created by the holder thereof. The Company shall take all such actions as may be necessary to ensure that all Class A Common Shares may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which the Class A Common Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance). The Company shall not take any action that would cause the number of authorized but unissued Class A Common Shares to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of Series C Convertible Preference Shares.

(ix) No fractional shares shall result from the conversion of any Series C Convertible Preference Shares, and the number of Class A Common Shares resulting from such conversion shall be rounded down to the nearest whole share. The number of shares resulting from such conversion shall be determined on the basis of the total number of Series C Convertible Preference Shares the holder is at the time converting into Class A Common Shares and the number of Class A Common Shares which will result from such aggregate conversion. If the conversion would result in any fractional share, the Company shall, in lieu of such fractional share, pay the holder thereof an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

(x) If there occurs a change in the capitalization of the Company as permitted herein and if the Class A Common Shares resulting from conversion of Series C Convertible Preference Shares are convertible into or exchangeable for any other shares or securities of the Company, the Company shall, at the converting holder’s option, upon surrender of the Series C Convertible Preference Shares to be converted by such holder as provided herein together with any notice, statement or payment required to effect such conversion or exchange of Class A Common Shares, deliver to such holder or as otherwise specified by such holder a certificate or certificates representing the shares or securities into which the Class A Common Shares resulting from conversion are so convertible or exchangeable, registered in such name or names and in such denomination or denominations as such holder has specified.

5D. Notices.

(i) The Company shall give written notice to all holders of Series C Convertible Preference Shares at least ten (10) days prior to the date on which the Company closes its books or takes a record (a) with respect to any dividend or distribution upon any other class of shares of the Company, other than dividends pursuant to Section 2B of the Certificate of Designation, Preferences and Rights of Series A Convertible Preference Shares, (b) with respect to any *pro rata* subscription offer to holders of Class A Common Shares or (c) for determining rights to vote with respect to any dissolution or liquidation.

(ii) The Company shall also give written notice to the holders of Series C Convertible Preference Shares at least ten (10) days prior to the date on which any Qualified IPO shall take place.

Section 6. Registration of Transfer. The Company shall keep at its principal office a register of members for the registration of holders of Series C Convertible Preference Shares. Upon the surrender of any certificate representing Series C Convertible Preference Shares at such place, the Company shall, at the request of the record holder of such certificate, execute and deliver (at the Company's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Series C Convertible Preference Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Series C Convertible Preference Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series C Convertible Preference Shares represented by such new certificate from the date to which dividends have been fully paid on such Series C Convertible Preference Shares represented by the surrendered certificate.

Section 7. Replacement. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Series C Convertible Preference Shares, and in the case of any such loss, theft or destruction, upon receipt of an indemnity from such holder reasonably satisfactory to the Company, or, in the case of any such mutilation upon surrender of such certificate, the Company shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Series C Convertible Preference Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series C Convertible Preference Shares represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 8. Definitions.

"Acceptable Exchange" means (i) any of the New York Stock Exchange, the NASDAQ National Market, the London Stock Exchange, the "AIM" market operated by the London Stock Exchange plc ("AIM") or the Hong Kong Stock Exchange or (ii) any other recognized stock exchange approved the Board of Directors, acting in good faith, including but not limited to the Stock Exchange of Singapore or the Dubai International Financial Exchange.

"Act" means the Companies Act 1981 (as amended).

"Aggregate Remaining Series C Preference Amount" means, from time to time, the excess, if any, of (a) $86,200,635.37 over (b) the sum of (i) aggregate amount of all declared but unpaid dividends on Series C Convertible Preference Shares, plus (ii) the aggregate amount of all dividends previously paid on Series C Convertible Preference Shares, plus (iii) the aggregate amount previously paid pursuant to Section 3A, 3B or 3C above on Series C Convertible Preference Shares.

"Amazon Warrant" means Second Amended and Restated Warrant for 1,443,740.48928495 Series C Convertible Preference Shares originally issued on November 13, 2017 and amended and restated on April 30, 2018 and further amended and restated on December [ ], 2018.

"Applicable Remaining Preference Amount Per Share" means with respect to share that was a Series C Convertible Preference Share immediately prior to the consummation of a Qualified IPO an amount equal to the quotient of (i) the Aggregate Remaining Series C Preference Amount divided (ii) the number of Series C Convertible Preference Shares outstanding immediately prior to the consummation of a Qualified IPO, assuming conversion of Class A Convertible Preference Shares and Class B Convertible Preference Shares into Class C Convertible Preference Shares in accordance with their terms and the exercise of the Amazon Warrant in full, assuming vesting in full of the Amazon Warrant.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York City are authorized or obligated by law or executive order to close.

"Bye-laws" means the bye-laws of the Company in force from time to time.

"Change of Control" means " (i) the acquisition by any Person or Group of Persons, other than The Resource Group International Limited or an affiliate thereof, of beneficial ownership (as such term is used in the Securities Exchange Act of 1934) of more than 50% of (x) the then issued Common Shares determined assuming that all shares convertible into Common Shares have been so converted into Common Shares entitling such Person or Group of Persons to elect a majority of the members of the Board of Directors, except through the issuance of equity securities by the Company, or (y) (i) any sale or transfer of all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis in any transaction or series of related transactions to any Person or Group of Persons other than The Resource Group International Limited or an affiliate thereof, and (iii) any amalgamation, merger or consolidation to which the Company or a subsidiary of the Company is a party, except for an amalgamation, merger or consolidation in which the holders of the issued capital stock of the Company possessing the voting power (under ordinary circumstances) to elect a majority of the members of the Board of Directors immediately prior to such transaction shall, by themselves or by their respective affiliates, continue to own a sufficient quantity of the surviving entity's issued capital stock or share capital to elect a majority of the members of the surviving entity's board of directors immediately after such transaction.

"Class A Common Share" means any voting class A common share of the Company.

"Class B Common Share" means any non-voting class B common share of the Company.

"Common Share" means any common share of the Company, including any Class A Common Share and/or Class B Common Share.

"Conversion Notice" has the meaning given in Section 5(C)(i).

"Convertible Preference Shares" means Series A Convertible Preference Shares, Series B Convertible Preference Shares and the Series C Convertible Preference Shares.

"Fair Market Value" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed (including any Acceptable Exchange), or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the Nasdaq Stock Market System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the Nasdaq Stock Market System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of twenty-one (21) days consisting of the day as of which "Fair Market Value" is being determined and the twenty (20) consecutive Business Days prior to such day. If at any time such security is not listed on any securities exchange or quoted in the Nasdaq Stock Market System or the over-the-counter market, the "Fair Market Value" shall be the fair value thereof determined jointly by the Company and the holders of a majority of the Common Shares then issued and outstanding, assuming that all Convertible Preference Shares then issued and outstanding have converted into Common Shares in accordance with their terms. The determination of the appraiser selected pursuant to the preceding sentence shall be final and binding upon the parties, and the Company shall pay the fees and expenses of such appraiser.

"Qualified IPO" shall mean a firm commitment underwritten initial public offering of the Company's Class A Common Shares resulting in net proceeds to the Company of at least US$20,000,000.

"Participating Shares" means Series A Convertible Preference Shares, Series C Convertible Preference Shares and Common Shares.

"Person" means an individual, a partnership, a company, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

Section 9. Governing Law. This Certificate of Designations shall be governed and construed in accordance with the Act.

Section 10. Amendment and Waiver. No amendment, modification, waiver or change in the terms hereof through merger, amalgamation, or consolidation of the Company with another company or entity shall be binding or effective with respect to any provision of this Certificate of Designation without the prior written consent of the holders of at least a majority of the Series B Convertible Preference Shares outstanding at the time such action is taken.

Section 11. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be (i) delivered in person, (ii) transmitted by email, (iii) sent by registered or certified mail, postage prepaid with return receipt requested, or (iv) sent by reputable overnight courier service, fees prepaid, to (x) the Company, at its principal executive offices and (y) to any shareholder, at such shareholder's address or email address as it appears in the records of the Company (unless otherwise indicated in writing by any such shareholder). Notices shall be deemed given upon personal delivery, upon receipt of return receipt in the case of delivery by mail, upon transmission in the case of delivery by email (unless a rejection message from the recipients email is received confirming non-delivery) or one day following deposit with an overnight courier service.

Section 12. The Bye-laws. If there shall be any conflict between the provisions of this Certificate of Designations and the Bye-laws then, for so long as any Convertible Preference Shares are issued and outstanding, the provisions of this Certificate of Designations shall prevail.

IN WITNESS WHEREOF, the Company has caused this Certificate of Designation to be signed by a director.

SIGNED
for and on behalf of
IBEX HOLDINGS LIMITED

Director

Exhibit 10.1

REGISTRATION RIGHTS AGREEMENT

by and among

FORWARD MARCH LIMITED

and

THE RESOURCE GROUP INTERNATIONAL LIMITED

Dated as of September 15, 2017

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REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement"), dated as of September 15, 2017, by and among Forward March Limited, a Bermuda exempted company (together with its successors, the "Company"), The Resource Group International Limited, a Bermuda exempted company ("TRG"), and such other Persons, if any, from time to time that become party hereto as holders of Registrable Securities (as defined below) pursuant to Section 3.06 or Section 3.07 (such other Persons, other than TRG's Affiliates, "Other Holders").

WITNESSETH**:**

WHEREAS, as of the date hereof, the Sponsor (as defined herein) owns Registrable Securities (as defined herein) in the classes and amounts set forth on Schedule A hereto; and

WHEREAS, the parties desire to set forth certain registration rights applicable to the Registrable Securities.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Adverse Disclosure" means public disclosure of material non-public information that, in the Board of Directors' good faith judgment, after consultation with independent outside counsel to the Company, (i) would be required to be made in any Registration Statement or report filed with the SEC by the Company so that such Registration Statement does not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) would not be required to be made at such time but for the filing, effectiveness or continued use of such Registration Statement or report; and (iii) would have a material adverse effect on the Company or its business or on the Company's ability to effect a material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction.

"Agreement" has the meaning set forth in the preamble.

"Affiliate" has the meaning specified in Rule 12b-2 under the Exchange Act; provided, that no Holder shall be deemed an Affiliate of the Company or any of its subsidiaries for purposes of this Agreement. The term "Affiliated" has a correlative meaning.

"Board of Directors" means the board of directors or board of managers (or similar governing body) of the Company.

"Business Day" means any day other than a Saturday, Sunday or a day on which commercial banks located in New York, New York or Bermuda are required or authorized by law to be closed.

"Company" has the meaning set forth in the preamble and shall include the Company's successors by merger, acquisition, reorganization, conversion or otherwise.

"Company Public Sale" has the meaning set forth in Section 2.03(a).

"Demand Notice" has the meaning set forth in Section 2.01(d).

"Demand Period" has the meaning set forth in Section 2.01(c).

"Demand Registration" has the meaning set forth in Section 2.01(a).

"Demand Registration Statement" has the meaning set forth in Section 2.01(a).

"Demand Request" has the meaning set forth in Section 2.01(a).

"Demand Suspension" has the meaning set forth in Section 2.01(e).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Holder" means any holder of Registrable Securities who is a party hereto or who succeeds to rights hereunder pursuant to Section 3.06.

"IPO" means the Company's first underwritten Public Offering or initial listing of the Company's shares on a national securities exchange.

"Issuer Free Writing Prospectus" means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of the Registrable Securities.

"Long-Form Registration" has the meaning set forth in Section 2.01(a).

"Other Holders" has the meaning set forth in the preamble.

"Participating Holder" means, with respect to any Registration, any Holder of Registrable Securities covered by the applicable Registration Statement.

"Person" means an individual, corporation, association, limited liability company, limited liability partnership, limited partnership, partnership, estate, trust, joint venture, unincorporated organization or a government or any agency or political subdivision thereof.

"Piggyback Registration" has the meaning set forth in Section 2.03(a).

"Potential Takedown Participant" has the meaning set forth in Section 2.02(e)(ii).

"Pro Rata Portion" means a number of such shares equal to the aggregate number of Registrable Securities to be sold in a Public Offering (excluding any shares to be registered or sold for the account of the Company) multiplied by a fraction, the numerator of which is the aggregate number of Registrable Securities held by such Holder and the denominator of which is the aggregate number of Registrable Securities held by all Holders.

"Pro Ration Percentage" has the meaning set forth in Section 2.02(c)(i).

"Prospectus" means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including pre- and post-effective amendments to such Registration Statement, and all other material incorporated by reference in such prospectus.

"Public Offering" means the offer and sale of Registrable Securities for cash pursuant to an effective Registration Statement under the Securities Act (other than a Registration Statement on Form S-4 or Form S-8 or any successor form).

"Registrable Securities" means any Shares held by any Holder; provided, that any such Registrable Securities shall cease to be Registrable Securities to the extent (i) a Registration Statement with respect to the sale of such Registrable Securities has become effective under the Securities Act and such Registrable Securities have been disposed of in accordance with the plan of distribution set forth in such Registration Statement, (ii) such Registrable Securities have been sold pursuant to Rule 144 under the Securities Act (or any similar or analogous rule promulgated under the Securities Act); (iii) such Registrable Securities shall have been otherwise transferred and new certificates for them not bearing a legend restricting transfer under the Securities Act shall have been delivered by the Company (or such transfer has been validly recorded in book-entry form with such book-entry not subject to restrictions on transfer) and such securities may be publicly resold without Registration under the Securities Act; or (iv) when such Registrable Securities cease to be outstanding.

"Registration" means a registration with the SEC of the Company's securities for offer and sale to the public under a Registration Statement. The term "Register" shall have a correlative meaning.

"Registration Expenses" has the meaning set forth in Section 2.08.

"Registration Statement" means any registration statement of the Company filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Representatives" means, with respect to any Person, any of such Person's officers, directors, employees, agents, attorneys, accountants, actuaries, consultants, equity financing partners or financial advisors or other Person associated with, or acting on behalf of, such Person.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"Shares" means (i) (A) with respect to the Sponsor, all common shares of the Company, par value $0.001 per share, held by the Sponsor, including any common shares of the Company that may be distributed, issued or issuable upon conversion of any other Company equity security or any other common shares of the Company that may be acquired by the Sponsor in the future and (B) with respect to Other Holders, the common shares of the Company, including common shares of the Company issuable upon conversion of other equity securities of the Company, that may be listed on Schedule A hereto when such Other Holder becomes a party to this Agreement in accordance with Section 3.06 or Section 3.07 (ii) any other securities issued as a distribution with respect to, or in exchange for or in replacement of any of the foregoing Shares whether by way of conversion, dividend, stock split or other distribution, and (iii) any other securities issued or transferred in exchange for or upon conversion of any of the foregoing Shares as a result of a merger, consolidation, exchange, recapitalization, reclassification, reorganization or otherwise (including any securities issued upon the conversion of the Company to a successor corporation or other entity in preparation for an IPO) and any other securities issued to any of the Holders in connection with any such transaction.

"Shelf Notice" has the meaning set forth in Section 2.02(c)(i).

"Shelf Period" has the meaning set forth in Section 2.02(b).

"Shelf Registration" means a Registration effected pursuant to Section 2.02.

"Shelf Registration Statement" means a Registration Statement of the Company filed with the SEC on either (i) Form F-3 or Form S-3 (or any successor form or other appropriate form under the Securities Act) or (ii) if the Company is not permitted to file a Registration Statement on Form F-3 or Form S-3, a Registration Statement on Form F-1 or Form S-1 (or any successor form or other appropriate form under the Securities Act), in each case for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the SEC) covering the Registrable Securities, as applicable.

"Shelf Suspension" has the meaning set forth in Section 2.02(f).

"Shelf Takedown" means a Public Offering pursuant to an effective Shelf Registration Statement.

"Shelf Takedown Notice" has the meaning set forth in Section 2.02(e)(ii).

"Shelf Takedown Request" has the meaning set forth in Section 2.02(e)(i).

"Short-Form Registration" has the meaning set forth in Section 2.01(a).

"Sponsor" means TRG and its Affiliates that are not the Company or a direct or indirect subsidiary thereof.

"Sponsor Shelf Registration Amount" has the meaning set forth in Section 2.02(a)(ii).

"TRG" has the meaning set forth in the preamble.

"Underwritten Offering " means an underwritten Public Offering, including any bought deal or block sale to a financial institution conducted as an underwritten Public Offering.

"Underwritten Shelf Takedown" means an Underwritten Offering pursuant to an effective Shelf Registration Statement.

"WKSI" means any Securities Act registrant that is a well-known seasoned issuer as defined in Rule 405 under the Securities Act at the most recently eligibility determination date specified in paragraph (2) of that definition.

SECTION 1.02. Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms thereof.

(b) The words "hereof", "herein", "hereunder " and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and any subsection, Section, Exhibit, Schedule and Annex references are to this Agreement unless otherwise specified.

(c) The term "including" is not limiting and means "including without limitation."

(d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(e) Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

ARTICLE II

REGISTRATION RIGHTS

SECTION 2.01. Demand Registration.

(a) Demand by the Sponsor. If, at any time after an IPO, there is no currently effective Shelf Registration Statement on file with the SEC, the Sponsor may from time to time and at any time make a written request (a "Demand Request") to the Company for Registration of all or part of the Registrable Securities held by the Sponsor (i) on Form F-1 or Form S-1 or any similar long-form registration statement (a "Long-Form Registration") or (ii) on Form F-3 or Form S-3 or any similar short-form registration statement (a "Short-Form Registration") if the Company is qualified to use such short form. Any such requested Long-Form Registration or Short-Form Registration shall hereinafter be referred to as a "Demand Registration." Each request for a Demand Registration shall specify the kind and aggregate amount of Registrable Securities to be Registered and the intended methods of disposition thereof. Promptly upon receiving any Demand Request (but in no event (i) in the case of a Long-Form Registration, more than sixty (60) days after receipt of a the Demand Request for such Registration and (ii) in the case of a Short-Form Registration, more than thirty (30) days after receipt of a Demand Request for such Registration), the Company shall use its reasonable best efforts to file a Registration Statement relating to such Demand Registration (a "Demand Registration Statement") and the Company shall use its reasonable best efforts to cause such Demand Registration Statement to promptly be declared or become effective as soon as reasonably practicable under (x) the Securities Act and (y) the "Blue Sky" laws of such jurisdictions as any Participating Holder or any underwriter, if any, reasonably requests.

(b) Demand Withdrawal. The Sponsor and any other Holder that has requested its Registrable Securities be included in a Demand Registration pursuant to Section 2.01(d) may withdraw all or any portion of its Registrable Securities from a Demand Registration at any time prior to the effectiveness of the applicable Demand Registration Statement or in the case of an underwritten Public Offering, prior to the Registration Statement's latest effective date with regard to the Demand Registration (as determined for purposes of Rule 430B(f)(2) under the Securities Act). The Company shall continue all efforts to secure effectiveness of the applicable Demand Registration Statement in respect of the Registrable Securities of any other Holder that has requested inclusion in the Demand Registration pursuant to Section 2.01(d) so long as the Sponsor has requested and not withdrawn all of its Registrable Securities to be included in such Demand Registration; provided, however, if the Sponsor has requested for all of its Registrable Securities to be withdrawn from such Demand Registration, the Company shall immediately cease all efforts to secure effectiveness of the applicable Demand Registration Statement, even if one or more non-Sponsor Holders have requested for Registrable Securities to be included in such applicable Demand Request pursuant to Section 2.01(d).

(c) Effective Registration. The Company shall, with respect to each Demand Registration, use its reasonable best efforts to cause the Demand Registration Statement to remain effective for not less than one hundred eighty (180) consecutive days (or such shorter period as shall terminate when all Registrable Securities covered by such Demand Registration Statement have been sold or withdrawn), or if such Registration Statement relates to an Underwritten Offering, such longer period as, in the opinion of counsel for the underwriter or underwriters, a Prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer (the applicable period, the "Demand Period").

(d) Demand Notice. Promptly upon receipt of any Demand Request pursuant to Section 2.01(a) (but in no event more than two (2) Business Days thereafter), if there are any Holders other than the Sponsor, the Company shall deliver a written notice (a "Demand Notice") of any such Registration request to any such non-Sponsor Holders, and the Company shall include in such Demand Registration Registrable Securities up to any Holder's Pro Rata Portion with respect to which the Company has received written requests for inclusion therein within three (3) Business Days after the date that the Demand Notice has been delivered. All requests made pursuant to this Section 2.01(d) shall specify the aggregate amount of Registrable Securities to be registered and the intended method of distribution of such securities. If any Holder does not deliver a notice within three (3) Business Days after the delivery of the Demand Notice, such Holder shall be deemed to have irrevocably waived any and all rights under this Section 2.01(d) with respect to such Registration (but not with respect to future Registrations in accordance with this Section 2.01).

(e) Delay in Filing; Suspension of Registration. If the filing, initial effectiveness or continued use of a Demand Registration Statement at any time would require the Company to make an Adverse Disclosure, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, the Demand Registration Statement (a "Demand Suspension"); provided, however, that the Company shall not be permitted to exercise a Demand Suspension or Shelf Suspension (as defined in Section 2.02(f)) (i) more than once during any twelve (12)-month period, or (ii) for a period exceeding sixty (60) days on any one occasion. In the case of a Demand Suspension, the Holders agree to suspend use of the applicable Prospectus in connection with any sale or purchase, or offer to sell or purchase, Registrable Securities, upon receipt of the notice referred to above. The Company shall immediately notify the Holders upon the termination of any Demand Suspension, amend or supplement the Prospectus, if necessary, so it does not contain any untrue statement or omission and furnish to the Holders such numbers of copies of the Prospectus as so amended or supplemented as the Holders may reasonably request. The Company agrees, if necessary, to supplement or make amendments to the Demand Registration Statement, if required by the registration form used by the Company for the Demand Registration or by the instructions applicable to such registration form or by the Securities Act or the rules or regulations promulgated thereunder or as may reasonably be requested by the Sponsor.

(f) Underwritten Offering. If the Sponsor so requests, an offering of Registrable Securities pursuant to a Demand Registration shall be in the form of an Underwritten Offering, and the Sponsor shall have the right to select the managing underwriter or underwriters to administer the offering; provided that such managing underwriter or underwriters shall be reasonably acceptable to the Company.

(g) Priority of Securities Registered Pursuant to Demand Registrations. If the managing underwriter or underwriters of a proposed Underwritten Offering of the Registrable Securities included in a Demand Registration (or, in the case of a Demand Registration not being underwritten, the Sponsor), advise the Board of Directors in writing that, in its or their opinion, the number of securities requested to be included in such Demand Registration exceeds the number which can be sold in such offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, the securities to be included in such Demand Registration (i) first, shall be allocated to the Sponsor and (ii) second, only to the extent the securities referred to in clause (i) have been included, shall be allocated pro rata among the Holders (other than the Sponsor) that have requested to participate in such Demand Registration based on the relative number of Registrable Securities then held by each such Holder (provided that any securities thereby allocated to a Holder that exceed such Holder's request shall be reallocated among the remaining requesting Holders in like manner) and (iii) next, and only if all the securities referred to in clauses (i) and (ii) have been included, the number of securities that the Company and any other Holder that has a right to participate in such registration proposes to include in such Registration that, in the opinion of the managing underwriter or underwriters (or the Sponsor, as the case may be) can be sold without having such adverse effect.

(h) Distributions of Registrable Securities to Partners or Members. In the event any Holder requests to participate in a registration pursuant to this Section 2.01 in connection with a distribution of Registrable Securities to its partners or members, the registration shall provide for resale by such partners or members, if requested by the Holder.

SECTION 2.02. Shelf Registration.

(a) Filing.

(i) After the IPO, as promptly as practicable following a request as may be made from time to time by the Sponsor (a "Shelf Registration Request"), the Company shall file with the SEC a Shelf Registration Statement pursuant to Rule 415 of the Securities Act relating to the offer and sale by Holders from time to time in accordance with the methods of distribution elected by the Sponsor and set forth in the Shelf Registration Statement and, as promptly as practicable thereafter, shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective under the Securities Act. At any time prior to or after the filing of a Shelf Registration Statement, the Sponsor may request that the number of its Registrable Securities previously requested to be registered on such Shelf Registration Statement be increased to a larger number of its Registrable Securities and the Company shall thereafter use its reasonable best efforts to effect such increase for such Shelf Registration Statement as promptly as practicable thereafter. If, on the date of any such request, the Company does not qualify to file a Shelf Registration Statement under the Securities Act, the provisions of this Section 2.02 shall not apply, and the provisions of Section 2.01 shall apply instead.

(ii) If on the date of the Shelf Registration Request: (i) the Company is a WKSI, then the Shelf Registration Request shall request Registration of an unspecified amount of Registrable Securities and any other securities to be registered by the Company; and (ii) the Company is not a WKSI, then the Shelf Registration Request shall specify the aggregate amount of Registrable Securities to be registered. The Company shall provide to the Sponsor the information necessary to determine the Company's status as a WKSI upon request. If applicable, the aggregate number of Registrable Securities that the Sponsor requests to be registered on such Shelf Registration Statement (as increased from time to time at the election of the Sponsor) shall be referred to in this Section 2.02 as the "Sponsor Shelf Registration Amount."

(b) Continued Effectiveness. The Company shall use its reasonable best efforts to keep such Shelf Registration Statement continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by Holders until the date as of which all of the Sponsor's Registrable Securities have been sold pursuant to the Shelf Registration Statement or another registration statement filed under the Securities Act (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder) (such period of effectiveness, the "Shelf Period"). Subject to Section 2.02(f), the Company shall not be deemed to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the Shelf Period if the Company voluntarily takes any action or omits to take any action that would result in Holders of Registrable Securities covered thereby not being able to offer and sell any Registrable Securities pursuant to such Shelf Registration Statement during the Shelf Period, unless such action or omission is required by applicable law.

(c) Shelf Notice.

(i) Promptly upon receipt of a Shelf Registration Request or any request by the Sponsor to increase the number of its Registrable Securities registered on such Shelf Registration Statement pursuant to Section 2.02(a) (but in no event more than two (2) Business Days thereafter), if there are any Holders other than the Sponsor, the Company shall deliver a written notice (a "Shelf Notice") of any such request to any such non-Sponsor Holders. If the Company is not a WKSI, the Shelf Notice shall specify the Sponsor Shelf Registration Amount and the Pro Ration Percentage. If the Company is not a WKSI, the Company shall offer each such Holder the opportunity to include in the Shelf Registration Statement the number of Registrable Securities with respect to which the Company has received written requests for inclusion therein within two (2) Business Days after the date that the Shelf Notice has been delivered; provided, that no non-Sponsor Holder may request the inclusion in such Shelf Registration Statement a percentage of such Holder's Registrable Securities in excess of the Pro Ration Percentage. For purposes of this Section 2.02(c), the "Pro Ration Percentage " means, as of the date of determination with respect to any particular Shelf Registration, the percentage determined by multiplying (i) 100 by (ii) a fraction, the numerator of which is the Sponsor Shelf Registration Amount in effect as of such date with respect to such Shelf Registration and the denominator of which is the aggregate number of Registrable Securities then beneficially owned by the Sponsor. If the Sponsor transfers Registrable Securities pursuant to Section 3.06, the denominator referred to above will be decreased by such amount of Registrable Securities transferred. If any non-Sponsor Holder does not deliver a notice within two (2) Business Days after the date that the Shelf Notice has been delivered, such non-Sponsor Holder shall be deemed to have irrevocably waived any and all right under this Section 2.02 with respect to such Registration (but not with respect to future Registrations in accordance with this Section 2.02). If the Company is a WKSI, no Holder shall be required to request inclusion of Registrable Securities in the Shelf Registration Statement until such time that the Company delivers a Shelf Takedown Request in connection with such Shelf Registration Statement pursuant to Section 2.02(e) hereunder.

(d) Underwritten Offering.

(i) If the Sponsor so elects, an offering of Registrable Securities pursuant to the Shelf Registration Statement shall be in the form of an Underwritten Offering, and the Company shall amend or supplement the Shelf Registration Statement for the purpose of such Underwritten Shelf Takedown, such Sponsor shall have the right to select the managing underwriter or underwriters to administer such offering; provided that such managing underwriter or underwriters shall be reasonably acceptable to the Company.

(ii) The provisions of Section 2.01(g) shall apply to any Underwritten Offering pursuant to this Section 2.02(d).

(e) Shelf Takedown.

(i) At any time subsequent to the delivery of a Shelf Registration Request with respect to a Shelf Registration Statement, by notice to the Company specifying the intended method or methods of disposition thereof, the Sponsor may make a written request (a "Shelf Takedown Request") to the Company to effect a Public Offering of all or a portion of the Sponsor's Registrable Securities that are covered or will be covered by such Shelf Registration Statement, and as soon as practicable after the receipt of a Shelf Takedown Request (or, if a Shelf Registration Statement that has been filed pursuant to a Shelf Registration Request under Section 2.02(a) hereunder has not yet been declared effective, as soon as practicable after the effectiveness of the Shelf Registration Statement), the Company shall amend or supplement the Shelf Registration Statement for such purpose.

(ii) Promptly upon receipt of a Shelf Takedown Request (but in no event more than two (2) Business Days thereafter) for any Shelf Takedown, if there are any Holders other than the Sponsor, the Company shall deliver a notice (a "Shelf Takedown Notice") to any such non-Sponsor Holder with Registrable Securities covered by the applicable Registration Statement, or to all other Holders if such Registration Statement is undesignated (each a "Potential Takedown Participant"). The Shelf Takedown Notice shall offer each such Potential Takedown Participant the opportunity to include in any Shelf Takedown that number of Registrable Securities as each such Potential Takedown Participant may request in writing. The Company shall include in the Shelf Takedown all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within two (2) Business Days after the date that the Shelf Takedown Notice has been delivered. If a Holder does not deliver a notice within two (2) Business Days after the date that the Shelf Takedown Notice has been delivered, such Holder shall be deemed to have irrevocably waived any and all rights under this Section 2.02(e) with respect to such Registration (but not with respect to future Registrations in accordance with this Section 2.02(e)). Any Potential Takedown Participant's request to participate in an Shelf Takedown shall be binding on the Potential Takedown Participant. Notwithstanding the delivery of any Shelf Takedown Notice, but subject to Section 2.06(d), all determinations as to whether to complete any Shelf Takedown and as to the timing, manner, price and other terms of any Shelf Takedown contemplated by this Section 2.02(e)(ii) shall be determined by the Sponsor, and the Company shall use its reasonable best efforts to cause any Shelf Takedown to occur as promptly as practicable; provided that if such Shelf Takedown is to be completed, each Potential Takedown Participant's Pro Rata Portion shall be included in such Shelf Takedown if such Potential Takedown Participant has complied with the requirements set forth in this Section 2.02(e)(ii).

(f) Suspension of Registration. If the continued use of such Shelf Registration Statement at any time would require the Company to make an Adverse Disclosure, the Company may, upon giving prompt written notice of such action to the Holders, suspend use of the Shelf Registration Statement (a "Shelf Suspension"); provided that the Company shall not be permitted to exercise a Shelf Suspension or Demand Suspension (i) more than once during any twelve (12)-month period, or (ii) for a period exceeding sixty (60) days on any one occasion. In the case of a Shelf Suspension, the Holders agree to suspend use of the applicable Prospectus in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of the notice referred to above. The Company shall immediately notify the Holders upon the termination of any Shelf Suspension, amend or supplement the Prospectus, if necessary, so it does not contain any untrue statement or omission and furnish to the Holders such numbers of copies of the Prospectus as so amended or supplemented as the Holders may reasonably request. The Company agrees, if necessary, to supplement or make amendments to the Shelf Registration Statement, if required by the registration form used by the Company for the Shelf Registration or by the instructions applicable to such registration form or by the Securities Act or the rules or regulations promulgated thereunder or as may reasonably be requested by the Sponsor.

(g) Distributions of Registrable Securities to Partners or Members. In the event any Holder requests to participate in a registration pursuant to this Section 2.02 in connection with a distribution of Registrable Securities to its partners or members, the registration shall provide for resale by such partners or members, if requested by the Holder.

(h) Priority of Securities Sold Pursuant to Shelf Takedowns. If the managing underwriter or underwriters of a proposed Shelf Takedown (or, in the case of a Shelf Takedown not being underwritten, the Sponsor), advise the Board of Directors in writing that, in its or their opinion, the number of securities requested to be included in such Shelf Takedown exceeds the number which can be sold in such offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, the securities to be included in such Shelf Takedown (i) first, shall be allocated to the Sponsor and (ii) second, only to the extent the securities referred to in clause (i) have been included, shall be allocated pro rata among the Holders (other than the Sponsor) that have requested to participate in such Shelf Takedown based on the relative number of Registrable Securities then held by each such Holder (provided that any securities thereby allocated to a Holder that exceed such Holder's request shall be reallocated among the remaining requesting Holders in like manner) and (iii) next, and only if all the securities referred to in clauses (i) and (ii) have been included, the number of securities that the Company and any other Holder that has a right to participate in such registration proposes to include in such Shelf Takedown that, in the opinion of the managing underwriter or underwriters (or the Sponsor, as the case may be) can be sold without having such adverse effect.

SECTION 2.03. Piggyback Registration.

(a) Participation. If the Company at any time proposes to file a Registration Statement under the Securities Act with respect to any offering of its equity securities for its own account or for the account of any other Persons or to conduct a Public Offering (other than (i) a Registration under Section 2.01 or 2.02, (ii) a Registration on Form S -4 or S-8 or any successor form to such Forms or (iii) a Registration of securities solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement) (a "Company Public Sale"), then, as soon as reasonably practicable, and any event within five (5) Business Days, the Company shall give written notice of such proposed filing or Public Offering to the Holders, and such notice shall offer the Holders the opportunity to Register under such Registration Statement, or to sell in such Public Offering, such number of Registrable Securities as each such Holder may request in writing (a "Piggyback Registration"). Subject to Section 2.03(b), the Company shall include in such Registration Statement or in such Public Offering as applicable all such Registrable Securities that are requested to be included therein within five (5) Business Days after the receipt by such Holders of any such notice; provided that if at any time after giving written notice of its intention to Register or sell any securities and prior to the effective date of the Registration Statement filed in connection with such Registration, or the pricing or trade date of such Public Offering, the Company shall determine for any reason not to Register or sell or to delay Registration or sale of such securities, the Company shall give written notice of such determination to each Holder and, thereupon, (i) in the case of a determination not to Register or sell, shall be relieved of its obligation to Register or sell any Registrable Securities in connection with such Registration or Public Offering (but not from its obligation to pay the Registration Expenses in connection therewith), without prejudice, however, to the rights of the Sponsor to request that such Registration be effected as a Demand Registration under Section 2.01 or an Underwritten Shelf Takedown, as the case may be, and (ii) in the case of a determination to delay Registering or selling, in the absence of a request for a Demand Registration or an Underwritten Shelf Takedown, shall be permitted to delay Registering or selling any Registrable Securities, for the same period as the delay in Registering or selling such other securities. If the offering pursuant to such Registration Statement or Public Offering is to be underwritten, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) must, and the Company shall make such arrangements with the managing underwriter or underwriters so that each such Holder may, participate in such Underwritten Offering. If the offering pursuant to such Registration Statement is to be on any other basis, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) must, and the Company shall make such arrangements so that each such Holder may, participate in such offering on such basis.

(b) Priority of Piggyback Registration. If the managing underwriter or underwriters of any proposed Underwritten Offering of Registrable Securities included in a Piggyback Registration informs the Company and the Holders of Registrable Securities in writing that, in its or their opinion, the number of securities which such Holders and any other Persons intend to include in such offering exceeds the number which can be sold in such offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Registration shall be (i) first, 100% of the securities proposed to be sold in such Registration by the Company or (subject to Section 2.07) any Person (other than a Holder) exercising a contractual right to demand Registration, as the case may be, proposes to sell, and (ii) second, and only if all the securities referred to in clause (i) have been included, the number of Registrable Securities that, in the opinion of such managing underwriter or underwriters, can be sold without having such adverse effect, up to the full amount requested to be included by the Sponsor and (iii) third, and only if all of the Registrable Securities referred to in clause (ii) have been included in such Registration, the number shall be allocated pro rata among the non-Sponsor Holders that have requested to participate in such Registration based on the relative number of Registrable Securities then held by each such non-Sponsor Holder (provided that any securities thereby allocated to a Holder that exceed such Holder's request shall be reallocated among the remaining requesting Holders in like manner) and (iv) fourth, and only if all of the Registrable Securities referred to in clause (iii) have been included in such Registration, any other securities eligible for inclusion in such Registration.

(c) No Effect on Demand Registrations. No Registration of Registrable Securities effected pursuant to a request under this Section 2.03 shall be deemed to have been effected pursuant to Sections 2.01 and 2.02 or shall relieve the Company of its obligations under Sections 2.01 or 2.02.

(d) Withdrawal. Each Holder shall be permitted to withdraw all or part of its Registrable Securities in a Company Public Sale by giving written notice to the Company of its request to withdraw; provided, that (i) such request must be made in writing prior to the effectiveness of such Registration Statement or, in the case of a Public Offering, at least two (2) Business Days prior to the earlier of the anticipated filing of the "red herring" Prospectus, if applicable, and the anticipated pricing or trade date and (ii) such withdrawal shall be irrevocable and, after making such withdrawal, the Holder shall no longer have any right to include Registrable Securities in the Company Public Sale as to which such withdrawal was made.

SECTION 2.04. Black-out Periods.

(a) Black-out Periods for Holders. In the event of a Company Public Sale of the Company's equity securities in an Underwritten Offering, the Holders agree, if requested by the managing underwriter or underwriters in such Underwritten Offering and agreed to by the Sponsor, not to directly or indirectly (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any Shares or any other securities of the Company or any securities convertible into or exchangeable or exercisable for such securities, (ii) enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities or (iii) publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement (except, in each case, as part of the applicable Registration, if permitted) that are the same as or similar to those being Registered in connection with such Company Public Sale, or any securities convertible into or exchangeable or exercisable for such securities, during the period beginning seven (7) days before and ending ninety (90) days, or in the case of an IPO, one hundred eighty (180) days (or, in either case, (x) such lesser period as may be permitted by the Company or such managing underwriter or underwriters or (y) such other period as may be reasonably requested by the managing underwriter or underwriters to accommodate regulatory restrictions on the publication or other distribution of research reports and analyst recommendations and opinions, including, but not limited to, the restrictions contained in the FINRA rules or any successor provisions or amendments thereto) after, the effective date of the Registration Statement filed in connection with such Registration, to the extent timely notified in writing by the Company or the managing underwriter or underwriters; provided , however, such restrictions shall not apply to (i) in the case of an IPO, securities acquired in the public market subsequent to the IPO, (ii) distributions-in-kind to a Holder's partners or members; and (iii) transfers to Affiliates but only if such Affiliates agree to be bound by the restrictions herein. If requested by the managing underwriter or underwriters of any such Company Public Sale (and only if the Sponsor agrees to such request), each Holder shall execute a separate agreement to the foregoing effect. The Company may impose stop-transfer instructions with respect to the Registrable Securities (or other securities) subject to the foregoing restriction until the end of the period referenced above.

(b) Black-out Period for the Company and Others. In the case of a Registration of Registrable Securities pursuant to Section 2.01 or 2.02 for an Underwritten Offering, the Company and the Holders agree, if requested by the Sponsor or the managing underwriter or underwriters with respect to such Registration, not to effect any public sale or distribution of any securities that are the same as or similar to those being Registered, or any securities convertible into or exchangeable or exercisable for such securities, during the period beginning seven (7) days before, and ending ninety (90) days (or (x) such lesser period as may be permitted by the Sponsor or such managing underwriter or underwriters or (y) such other period as may be reasonably requested by the managing underwriter or underwriters to accommodate regulatory restrictions on the publication or other distribution of research reports and analyst recommendations and opinions, including, but not limited to, the restrictions contained in the FINRA rules or any successor provisions or amendments thereto) after, the effective date of the Registration Statement filed in connection with such Registration (or, in the case of an offering under a Shelf Registration Statement, the date of the closing under the underwriting agreement in connection therewith), to the extent timely notified in writing by the Sponsor or the managing underwriter or underwriters. Notwithstanding the foregoing, the Company may effect a public sale or distribution of securities of the type described above and during the periods described above if such sale or distribution is made pursuant to any Registration of securities for offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement. The Company agrees to use its reasonable best efforts to obtain from (i) each holder of restricted securities of the Company which securities are the same as or similar to the Registrable Securities being Registered, or any restricted securities convertible into or exchangeable or exercisable for any of such securities, and (ii) all directors and officers of the Company, an agreement not to effect any public sale or distribution of such securities during any such period referred to in this paragraph, except as part of any such Registration, if permitted. Without limiting the foregoing (but subject to Section 2.07), if after the date hereof the Company grants any Person (other than a Holder) any rights to demand or participate in a Registration, the Company agrees that the agreement with respect thereto shall include such Person's agreement to comply with any black-out period required by this Section 2.04 as if it were a Holder hereunder. If requested by the managing underwriter or underwriters of any such Company Public Sale (and only if the Sponsor agrees to such request), each Holder shall execute a separate agreement to the foregoing effect. The Company may impose stop-transfer instructions with respect to the Registrable Securities (or other securities) subject to the foregoing restriction until the end of the period referenced above.

SECTION 2.05. Registration Procedures.

(a) In connection with the Company's Registration obligations under Sections 2.01, 2.02 and 2.03, the Company shall use its reasonable best efforts to effect such Registration and to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof as expeditiously as reasonably practicable, and in connection therewith the Company shall:

(i) prepare the required Registration Statement including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing a Registration Statement or Prospectus, or any amendments or supplements thereto, (x) furnish to the underwriters, if any, and to Participating Holders, copies of all documents prepared to be filed, which documents shall be subject to the review of such underwriters and such Holders and their respective counsel; and (y) except in the case of a Registration under Section 2.03, not file any Registration Statement or Prospectus or amendments or supplements thereto to which the Sponsor or the underwriters, if any, shall reasonably object and (z) make such changes in such documents concerning the Holders prior to the filing thereof as such Holders, or their counsel, may reasonably request;

(ii) prepare and file with the SEC such pre- and post-effective amendments to such Registration Statement and supplements to the Prospectus as may be (x) reasonably requested by the Sponsor, (y) reasonably requested by any other Participating Holder (to the extent such request relates to information relating to such Holder), or (z) necessary to keep such Registration effective for the period of time required by this Agreement, and comply with provisions of the applicable securities laws with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) notify the Participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (a) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable Prospectus or any amendment or supplement to such Prospectus has been filed, (b) of any written comments by the SEC or any request by the SEC or any other federal or state governmental authority for amendments or supplements to such Registration Statement or such Prospectus or for additional information, (c) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final Prospectus or the initiation or threatening of any proceedings for such purposes, (d) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in all material respects, and (e) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(iv) promptly notify the Participating Holders and the managing underwriter or underwriters, if any, when the Company becomes aware of the happening of any event as a result of which the applicable Registration Statement or the Prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus and any preliminary Prospectus, in light of the circumstances under which they were made) not misleading, when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the Participating Holders and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement or Prospectus which shall correct such misstatement or omission or effect such compliance;

(v) to the extent the Company is eligible under the relevant provisions of Rule 430B under the Securities Act, if the Company files any Shelf Registration Statement, the Company shall include in such Shelf Registration Statement such disclosures as may be required by Rule 430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the Holders) in order to ensure that the Holders may be added to such Shelf Registration Statement at a later time through the filing of a Prospectus supplement rather than a post-effective amendment;

(vi) use its reasonable best efforts to prevent, or obtain the withdrawal of, any stop order or other order suspending the use of any preliminary or final Prospectus;

(vii) promptly incorporate in a Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment such information as the managing underwriter or underwriters and the Sponsor agree should be included therein relating to the plan of distribution with respect to such Registrable Securities; and make all required filings of such Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment;

(viii) furnish to each Participating Holder and each underwriter, if any, without charge, as many conformed copies as such Holder or underwriter may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment or supplement thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(ix) deliver to each Participating Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus or any amendment or supplement thereto by such Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto) and such other documents as such Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Holder or underwriter, it being understood that the Company consents to the use of such Prospectus or any amendment or supplement thereto by such Participating Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto;

(x) on or prior to the date on which the applicable Registration Statement is declared effective, use its reasonable best efforts to register or qualify, and cooperate with the Participating Holders, the managing underwriter or underwriters, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or "Blue Sky" laws of each state and other jurisdiction of the United States as any Participating Holder or managing underwriter or underwriters, if any, or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for such period as required by Section 2.01(d) or Section 2.02(b), whichever is applicable, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(xi) cooperate with the Participating Holders and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters may request at least two (2) Business Days prior to any sale of Registrable Securities to the underwriters;

(xii) use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities;

(xiii) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities and if applicable, provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company;

(xiv) make such representations and warranties to the Participating Holders and the underwriters or agents, if any, in form, substance and scope as are customarily made by issuers in public offerings then being undertaken;

(xv) enter into such customary agreements (including underwriting and indemnification agreements) and take all such other actions as the Sponsor or the managing underwriter or underwriters, if any, reasonably request in order to expedite or facilitate the registration and disposition of such Registrable Securities;

(xvi) obtain for delivery to the Participating Holders and to the underwriter or underwriters, if any, an opinion or opinions from counsel for the Company (including, if necessary, local counsel) dated the effective date of the Registration Statement or, in the event of an Underwritten Offering, the date of the closing under the underwriting agreement, in customary form, scope and substance;

(xvii) in the case of an Underwritten Offering, (a) obtain for delivery to the Company and the managing underwriter or underwriters, with copies to the Participating Holders, a cold comfort letter from the Company's independent certified public accountants or independent auditors (and, if necessary, any other independent certified public accountants or independent auditors of any subsidiary of the Company or any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement) in customary form and covering such matters of the type customarily covered by cold comfort letters as the managing underwriter or underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement and (b) obtain the required consents from the Company's independent certified public accountants and, if applicable, independent auditors to include the accountants' or auditors' report, as applicable, relating to the specified financial statements in the Registration Statement and to be named as an expert in the Registration Statement;

(xviii) cooperate with each Participating Holder and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(xix) use its reasonable best efforts to comply with all applicable securities laws and make available to its security holders, as soon as reasonably practicable, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder;

(xx) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xxi) use its reasonable best efforts to cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of the Company's securities are then listed or quoted and on each inter-dealer quotation system on which any of the Company's securities are then quoted;

(xxii) make available upon reasonable notice at reasonable times and for reasonable periods for inspection by the Sponsor, by any underwriter participating in any disposition to be effected pursuant to such Registration Statement and by any attorney, accountant or other agent retained by the Sponsor or any such underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company's officers, directors and employees and the independent public accountants who have certified its financial statements to make themselves available to discuss the business of the Company and to supply all information reasonably requested by any such Person in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence responsibility; provided that any such Person gaining access to information regarding the Company pursuant to this Section 2.05(a)(xxii) shall agree to hold in strict confidence and shall not make any disclosure or use any information regarding the Company that the Company determines in good faith to be confidential, and of which determination such Person is notified, unless (v) the release of such information is requested or required by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process), (w) disclosure of such information, in the opinion of counsel to such Person, is otherwise required by law, (x) such information is or becomes publicly known other than through a breach of this or any other agreement of which such Person has knowledge, (y) such information is or becomes available to such Person on a non-confidential basis from a source other than the Company or (z) such information is independently developed by such Person; provided that in the case of clauses (v) and (w), the person seeking to make disclosure of such information, to the extent reasonably practicable and permitted by law, provides the Company prior notice and a draft of the proposed disclosure and uses reasonable best efforts to reflect the Company's comments on such disclosure.

(xxiii) in the case of an Underwritten Offering, cause the senior executive officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the managing underwriter or underwriters in any such Underwritten Offering and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto;

(xxiv) take no direct or indirect action prohibited by Regulation M under the Exchange Act;

(xxv) take all reasonable action to ensure that any Issuer Free Writing Prospectus utilized in connection with any Registration complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related Prospectus, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(xxvi) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms of this Agreement.

(b) The Company may require each Participating Holder to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder and its ownership of Registrable Securities as the Company may from time to time reasonably request in writing and the Company may exclude from such Registration or sale the Registrable Securities of any such Holder who unreasonably fails to furnish such information within a reasonable time after receiving such request. Each Participating Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(c) Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.05(a)(iv), such Holder will forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.05(a)(iv), or until such Holder is advised in writing by the Company that the use of the Prospectus may be resumed, and if so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company shall give any such notice, the period during which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus contemplated by Section 2.05(a)(iv) or is advised in writing by the Company that the use of the Prospectus may be resumed.

(d) To the extent that the Sponsor or any of its Affiliates is deemed to be an underwriter of Registrable Securities pursuant to any SEC comments or policies or otherwise, the Company agrees that (1) the indemnification and contribution provisions contained in this Agreement shall be applicable to the benefit of such Sponsor or its Affiliates in its role as deemed underwriter in addition to its capacity as Holder and (2) such Sponsor and its Affiliates shall be entitled to conduct such activities which it would normally conduct in connection with satisfying its "due diligence" defense as an underwriter in connection with an offering of securities registered under the Securities Act, including conducting due diligence and the receipt of customary opinions and comfort letters.

SECTION 2.06. Underwritten Offerings.

(a) Demand and Shelf Registrations. If requested by the underwriters for any Underwritten Offering requested by the Sponsor pursuant to a Registration under Section 2.01 or Section 2.02, the Company shall enter into an underwriting agreement with such underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the Company, the Sponsor and the underwriters, and to contain such representations and warranties by the Company and such other terms as are generally prevailing in agreements of that type. The Participating Holders shall cooperate with the Company in the negotiation of such underwriting agreement and shall give consideration to the reasonable suggestions of the Company regarding the form thereof. Such Holders shall be parties to such underwriting agreement, which underwriting agreement shall (i) contain such representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Holders as are customarily made by issuers to selling stockholders in secondary underwritten public offerings and (ii) provide that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also shall be conditions precedent to the obligations of any such Holder. Such Holders shall not be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements regarding such Holders, such Holder's title to the Registrable Securities, such Holder's intended method of distribution and any other representations required to be made by such Holder under applicable law, and the aggregate amount of the liability of such Holder shall not exceed such Holder's net proceeds from such Underwritten Offering.

(b) Piggyback Registrations. If the Company proposes to register any of its securities under the Securities Act as contemplated by Section 2.03 and such securities are to be distributed in an Underwritten Offering through one or more underwriters, the Company shall, if requested by any Holder pursuant to Section 2.03 and subject to the provisions of Section 2.03(b), use its reasonable best efforts to arrange for such underwriters to include on the same terms and conditions that apply to the other sellers in such Registration all the Registrable Securities to be offered and sold by such Holder among the securities of the Company to be distributed by such underwriters in such Registration. The Participating Holders shall be parties to the underwriting agreement between the Company and such underwriters, which underwriting agreement shall (i) contain such representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Holders as are customarily made by issuers to selling stockholders in secondary underwritten public offerings and (ii) provide that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also shall be conditions precedent to the obligations of such Holders. Any such Holder shall not be required to make any representations or warranties to, or agreements with the Company or the underwriters other than representations, warranties or agreements regarding such Holder, such Holder's title to the Registrable Securities and such Holder's intended method of distribution or any other representations required to be made by such Holder under applicable law, and the aggregate amount of the liability of such Holder shall not exceed such Holder's net proceeds from such Underwritten Offering.

(c) Participation in Underwritten Registrations. Subject to the provisions of Sections 2.06(a) and (b) above, no Person may participate in any Underwritten Offering hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled to approve such arrangements and (ii) promptly completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

(d) Price and Underwriting Discounts. In the case of an Underwritten Offering under Section 2.01 or 2.02, the price, underwriting discount and other financial terms for the Registrable Securities shall be determined by the Sponsor. In addition, in the case of any Underwritten Offering under Section 2.01, Section 2.02 or Section 2.03, each of the Holders may, subject to any limitations on withdrawal contained in Section 2.01, Section 2.02 and Section 2.03, withdraw all or part of their request to participate in the registration pursuant to Section 2.01, 2.02 or 2.03 after being advised of such price, discount and other terms and shall not be required to enter into any agreements or documentation that would require otherwise.

SECTION 2.07. No Inconsistent Agreements; Additional Rights. Neither the Company, nor any of its subsidiaries shall hereafter enter into, and are not currently a party to, any agreement with respect to their respective securities that is inconsistent with the rights granted to the Holders by this Agreement. Without the prior written consent of the Sponsor, neither the Company nor any of its subsidiaries shall enter into any agreement granting registration or similar rights to any Person, and the Company hereby represents and warrants that, as of the date hereof, no registration or similar right shave been granted to any other Person other than pursuant to this Agreement.

SECTION 2.08. Registration Expenses. All expenses incident to the Company's performance of or compliance with this Agreement shall be paid by the Company, including (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC or FINRA, (ii) all fees and expenses in connection with compliance with any securities or "Blue Sky" laws (including reasonable fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of the Registrable Securities), (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company and any subsidiaries of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance), (v) Securities Act liability insurance or similar insurance if the Company so desires or the underwriters so require in accordance with then-customary underwriting practice, (vi) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange or quotation of the Registrable Securities on any inter-dealer quotation system, (vii) all applicable rating agency fees with respect to the Registrable Securities, (viii) all reasonable fees and disbursements of legal counsel for the Holders (including, if necessary, local counsel), which counsel shall be selected by the Sponsor, (ix) any reasonable fees and disbursements of underwriters customarily paid by issuers or sellers of securities, (x) all fees and expenses of any special experts or other Persons retained by the Company in connection with any Registration, (xi) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties); (xii) all expenses related to the "road show" for any Public Offering (including all reasonable out-of-pocket expenses of the Sponsor), including all travel, meals and lodging; and (xiii) all fees and expenses incurred in connection with the distribution or Transfer of Registrable Securities to or by a Holder in connection with a Public Offering. All such expenses are referred to herein as "Registration Expenses." The Company shall not be required to pay underwriting discounts and commissions and transfer taxes, if any, attributable to the sale of Registrable Securities.

SECTION 2.09. Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Holder, each member, shareholder, limited or general partner thereof, each member, limited or general partner of each such member, shareholder, limited or general partner, each of their respective Affiliates, officers, directors, managers, shareholders, employees, advisors, and agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons and each of their respective Representatives from and against any and all losses, penalties, judgments, suits, costs (including preparing to serve as, and serving as, a witness, or deponent or interviewee), claims, damages, liabilities and expenses, joint or several (including reasonable costs of investigation and legal expenses) (each, a "Loss" and collectively "Losses") arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which such Registrable Securities were Registered under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein) or any other disclosure document produced by or on behalf of the Company or any of its subsidiaries including reports and other documents filed under the Exchange Act, (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus or preliminary Prospectus, in light of the circumstances under which they were made) not misleading or (iii) any actions or inactions or proceedings in respect of the foregoing whether or not such indemnified party is a party thereto; provided, that no selling Holder shall be entitled to indemnification pursuant to this Section 2.09(a) in respect of any untrue statement or omission contained in any information furnished in writing by such selling Holder to the Company specifically for inclusion in a Registration Statement that has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the Person asserting the claim, unless the relevant Holder timely notified the Company of such untrue statement or omission and the Company failed to take the proper steps to correct such untrue statement or omission. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the transfer of such securities by such Holder. The Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers and directors and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent as provided above with respect to the indemnification of the indemnified parties.

(b) Indemnification by the Participating Holders. Each Participating Holder agrees (severally and not jointly) to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) from and against any Losses resulting from (i) any untrue statement of a material fact contained in any Registration Statement under which such Registrable Securities were Registered under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or (ii) any omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus or preliminary Prospectus, in light of the circumstances under which they were made) not misleading; provided that the indemnities set forth in each of the foregoing clauses (i) and (ii) shall only apply to the extent that such untrue statement or omission is contained in any information furnished in writing by such Holder to the Company specifically for inclusion in such Registration Statement and has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the Person asserting the claim. In no event shall the liability of such Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder under the sale of Registrable Securities giving rise to such indemnification obligation less any amounts paid by such Participating Holder pursuant to Section 2.09(d) and any amounts paid by such Holder as a result of liabilities incurred under the underwriting agreement, if any, related to such sale. The Company shall be entitled to receive indemnities from underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, to the same extent as provided above (with appropriate modification) with respect to information furnished in writing by such Persons specifically for inclusion in any Prospectus or Registration Statement.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder shall (i) give prompt (and in any event, within ten (10) Business Days) written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent, if at all, that it is actually and materially prejudiced by reason of such delay or failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (A) the indemnifying party has agreed in writing to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after receipt of notice of such claim from the Person entitled to indemnification hereunder and employ counsel reasonably satisfactory to such Person or has failed to zealously prosecute or defend such claim, (C) the indemnified party has reasonably concluded (based upon advice of its counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, or (D) in the reasonable judgment of any such Person (based upon advice of its counsel) a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified party (such consent not to be unreasonably withheld or delayed). No indemnifying party shall consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation without the prior written consent of such indemnified party. If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its prior written consent (such consent not to be unreasonably withheld or delayed). It is understood that the indemnifying party or parties shall not, except as specifically set forth in this Section 2.09(c), in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements or other charges of more than one separate firm admitted to practice in such jurisdiction at any one time unless the indemnified party reasonably concludes that a second firm in such jurisdiction is reasonably necessary for such defense, in which case the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels.

(d) Contribution. If for any reason the indemnification provided for in paragraphs (a) and (b) of this Section 2.09 is unavailable to an indemnified party or insufficient in respect of any Losses referred to therein (other than as a result of exceptions contained in paragraphs (a) and (b) of this Section 2.09), then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party or parties on the other hand in connection with the acts, statements or omissions that resulted in such losses (as well as any other relevant equitable considerations). In connection with any Registration Statement filed with the SEC by the Company, the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if contribution pursuant to this Section 2.09(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.09(d). No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified party as a result of the Losses referred to in Sections 2.09(a) and 2.09(b) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 2.09(d), in connection with any Registration Statement filed by the Company, a Participating Holder shall not be required to contribute any amount in excess of the dollar amount of the net proceeds received by such Holder under the sale of Registrable Securities giving rise to such contribution obligation less any amounts paid by such Holder pursuant to Section 2.09(b) and any amounts paid by such Holder as a result of liabilities incurred under the underwriting agreement, if any, related to such sale. In addition, in no event shall a Holder be required to contribute pursuant to this Section 2.09(d) unless such Holder would have had an indemnification obligation pursuant to Section 2.09(b), if such Section 2.09(b) were applicable, in respect of a Loss (or action in respect thereof) giving rise to such contribution obligation. If indemnification is available under this Section 2.09, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Sections 2.09(a) and 2.09(b) hereof without regard to the provisions of this Section 2.09(d). The remedies provided for in this Section 2.09 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

SECTION 2.10. Rules 144 and 144A and Regulation S. The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the reasonable request of the Sponsor, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rules 144, 144A or Regulation S under the Securities Act, as such Rules may be amended from time to time), and it will take such further action as the Sponsor may reasonably request, all to the extent required from time to time to enable the Sponsor to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (i) Rules 144, 144A or Regulation S under the Securities Act, as such Rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. Upon the reasonable request of a Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof.

SECTION 2.11. Confidentiality. Each of the parties hereto shall keep confidential this Agreement and the transactions contemplated hereby, and any nonpublic information received pursuant hereto, and shall not disclose, issue any press release or otherwise make any public statement relating hereto or thereto without the prior written consent of the Sponsor unless so required by applicable law or any governmental authority; provided that no such written consent shall be required (and each party shall be free to release such information) for disclosures (a) to each party's Representatives, partners, members, Affiliates and investment vehicles managed or advised by, or managing or advising, such party, or the Representatives, partners, members, advisors or Affiliates of such investment vehicles, in each case so long as such Persons agree to keep such information confidential, (b) to the extent required to comply with any law, rule or regulation, including formal and informal investigations or requests from any regulatory authority or (c) to the extent such information is known or becomes known to the public in general (other than as a result of a breach of this Section 2.11 by the party seeking to make disclosure).

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Term. This Agreement shall terminate upon the later of the expiration of the Shelf Period and such time as there are no Registrable Securities, except for the provisions of Sections 2.09, 2.10 and Section 2.11 and all of this Article III, which shall survive any such termination.

SECTION 3.02. Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such Person shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

SECTION 3.03. Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement or where any provision hereof is validly asserted as a defense, the successful party shall, to the extent permitted by applicable law, be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

SECTION 3.04. Notices. Unless otherwise specified herein, all notices and other communications authorized or required to be given pursuant to this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by personal hand-delivery, by facsimile transmission, by electronic mail, by mailing the same in a sealed envelope, registered first-class mail, postage prepaid, return receipt requested, or by air courier guaranteeing overnight delivery, sent to the Person at the address given for such Person below or such other address as such Person may specify by notice to the Company:

If to the Company:

Forward March Limited
Crawford House, 50 Cedar Avenue
Hamilton HM 11, Bermuda
Attn: Mohammed Khaishgi

with a copy (which shall not constitute notice) to:

mohammed.khaishgi@trgworld.com

If to the Sponsor:

TRG Holdings LLC
1700 Pennsylvania Avenue, Suite 560
Washington DC 20006

with a copy (which shall not constitute notice) to:

pat.costello@trgworld.com

If to any Other Holder who becomes party to this agreement after the date hereof, to the address on the counterpart signature page to this Agreement executed by such Other Holder.

Notice to the holder of record of any Registrable Securities shall be deemed to be notice to the holder of such securities for all purposes hereof.

Unless otherwise specified herein, such notices or other communications shall be deemed effective (i) on the date received, if personally delivered, (ii) on the date received if delivered by facsimile or email on a Business Day, or if not delivered no a Business Day, on the first Business Day thereafter and (iii) two (2) Business Days after being sent by overnight courier. Each of the parties hereto shall be entitled to specify a different address by giving notice as aforesaid to each of the other parties hereto.

SECTION 3.05. Amendment.

(a) Any provision of this Agreement may be amended, modified, extended or terminated, and the provisions hereof may be waived, if, and only if, such amendment, modification, extension, termination or waiver is in writing and signed by the Company and TRG; provided that in the event that any Other Holders become party to this Agreement, any amendment, modification or extension or termination that disproportionately and materially adversely affects any of the Other Holders shall require the prior written consent of Other Holders holding a majority of the Registrable Securities held by all such Other Holders. Each such amendment, modification, extension or termination shall be binding upon each party hereto and each Holder. In addition, each party hereto may waive any right hereunder by an instrument in writing signed by such party.

SECTION 3.06. Successors, Assigns and Transferees. TRG (or an Affiliate of TRG to whom TRG has assigned all or a portion of its rights hereunder) may assign all or a portion of its rights hereunder to any Person to which TRG (or such Affiliate of TRG) transfers ownership of all or any of its Registrable Securities; provided, however, that such successor or assign shall not be entitled to such rights unless the successor or assign shall have executed and delivered to the Company a counterpart to this Agreement promptly following the acquisition of such Registrable Securities, in which event such successor or assign shall be deemed a Holder for purposes of this Agreement. The consent of the Company shall be required for Other Holders to assign all or a portion of their rights hereunder to any Person to which such Other Holder may transfer ownership of all or any of its Registrable Securities (other than the Sponsor). In the event that a new Holder becomes party to this Agreement in accordance with this Section 3.06, the Company shall update Schedule A to reflect such Holder's Registrable Securities and shall send the updated Schedule A to the parties hereto in accordance with Section 3.04.

SECTION 3.07. Joinder of Additional Holders. Upon the written agreement of TRG and the Company, holders of Shares (other than transferees of Registrable Securities, which shall be governed by Section 3.06) may become party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed a "Holder" for all purposes hereunder with respect to the number of Shares held by such Holder that TRG and the Company may agree are "Registrable Securities" hereunder. In the event that a new Holder becomes party to this Agreement in accordance with this Section 3.07, the Company shall update Schedule A to reflect such Holder's Registrable Securities and shall send the updated Schedule A to the parties hereto in accordance with Section 3.04.

SECTION 3.08. Binding Effect. Except as otherwise provided in this Agreement, the terms and provisions of this Agreement shall be binding on and inure to the benefit of each of the parties hereto and their respective successors.

SECTION 3.09. Third Parties. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person not a party hereto (other than each other Person entitled to indemnity or contribution under Section 2.09) any right, remedy or claim under or by virtue of this Agreement.

SECTION 3.10. Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT AND ENFORCED EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT LOCATED IN THE STATE OF NEW YORK, BOROUGH OF MANHATTAN OR, TO THE EXTENT SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING.

SECTION 3.11. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.11.

SECTION 3.12. Merger; Binding Effect, etc. This Agreement, including Schedule A hereto, constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior or contemporaneous oral or written agreements or discussions with respect to such subject matter, and shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective heirs, representatives and successors.

SECTION 3.13. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

SECTION 3.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

SECTION 3.15. Headings . The heading references herein and in the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FORWARD MARCH LIMITED

By:/s/ Mohammed Khaishgi
Name: Mohammed Khaishgi
Title: Director

THE RESOURCE GROUP INTERNATIONAL LIMITED

By:/s/ Zia Chishti
Name: Zia Chishti
Title: Director

[Signature Page to Registration Rights Agreement]

SCHEDULE A

4,749,861 Preferred Shares

6,856,139 Common Shares

Exhibit 10.2

STOCKHOLDER'S AGREEMENT

This STOCKHOLDER'S AGREEMENT (this "Agreement"), dated as of September 15, 2017 ("Effective Date"), is entered into by and between Forward March Ltd., an exempted company incorporated in Bermuda with registration number 52347 (the "Company") and The Resource Group International Limited, an exempted company incorporated in Bermuda with registration number 50201 ("TRGI").

WITNESSETH:

WHEREAS, as of the date hereof, TRGI holds 92.8% of the issued and outstanding common shares of the Company, par value US$0.0001 per share (the "Common Shares"); and

WHEREAS, the Company and TRGI deem it in their best interests to and wish to set forth certain understandings between the parties, including with respect to certain governance matters.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Company and TRGI as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Person; provided, that (a) neither TRGI nor any of its Affiliates (excluding the Company and its Subsidiaries) shall be deemed an Affiliate of the Company or any of its Subsidiaries, and (b) neither the Company nor any of its Subsidiaries shall be deemed an Affiliate of TRGI or any of its Affiliates (excluding the Company and its Subsidiaries) for purposes of this Agreement.

"Agreement" has the meaning set forth in the preamble.

"Board" means the board of directors of the Company.

"Bye-laws" means the bye-laws of the Company in force from time to time.

"Company" has the meaning set forth in the preamble.

"Company Confidential Information" has the meaning set forth in Section 3.03.

"Common Shares" has the meaning set forth in the Recitals.

"Companies Act" means the Companies Act 1981 (as amended) of Bermuda.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "Controlled" has a correlative meaning.

"Exchange Act " means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder.

"External Recipients" has the meaning set forth in Section 3.03.

"Identified Person" has the meaning set forth in Section 3.02(a).

"Internal Recipients" has the meaning set forth in Section 3.03.

"Note" means a senior note issued under the Note Purchase Agreement.

"Note Purchase Agreement" means the Note Purchase Agreement entered into between e-Telequote Insurance, Inc. in June 2017 with several note purchasers.

"Parties" means the Company and TRGI.

"Permitted Recipients" has the meaning set forth in Section 3.03.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or any other entity.

"Subsidiary" of any Person means any Person (i) of which a majority of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by such first Person or any Subsidiary of such first Person or (ii) with respect to which such Person or any of its Subsidiaries is a general partner or managing member or is allocated or has the right to be allocated (through partnership interests or otherwise) a majority of such second Person's gains or losses.

"TRGI" has the meaning set forth in the preamble.

"TRGI Affiliated Person" has the meaning set forth in Section 3.03.

Section 1.02. Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "hereof", "herein", "hereunder" and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and subsection and section references are to this Agreement unless otherwise specified.

(c) The term "including" is not limiting and means "including without limitation."

(d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(e) Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

ARTICLE II

APPROVAL RIGHTS

Section 2.01. TRGI Approval Rights. The Company shall not take or commit to take, and (to the extent applicable) shall not cause or permit any of its Subsidiaries to take or commit to take, directly or indirectly, any of the following actions without the consent of TRGI:

(a) consummation of any acquisition of the stock (including a minority interest) or assets of any other entity (other than a wholly-owned Subsidiary of the Company), in a single transaction or a series of related transactions (whether by purchase, tender offer, exchange offer, merger, other business combination transaction or otherwise), with an enterprise value in excess of US$2,000,000 in the aggregate;

(b) a consolidation, merger, amalgamation or other business combination of the Company or any Subsidiary thereof with or into any other entity that is not the Company or a wholly-owned Subsidiary of the Company, or a "Change in Control" (or any similar term) as defined in the Company's or its Subsidiaries' indebtedness documents;

(c) the disposition or transfer (whether by lease, assignment, sale or otherwise), in a single transaction or a series of related transactions, of any assets of the Company or any of its Subsidiaries to any party that is not the Company or a wholly-owned Subsidiary thereof with a value in excess of US$2,000,000 in the aggregate or for consideration in excess of US$2,000,000, other than the sale of inventory, products, or services in the ordinary course of business;

(d) entry into any corporate strategic relationship involving the payment, contribution, or assignment by the Company or any Subsidiary thereof of money or assets greater than US$1,000,000;

(e) (i) the creation of any new class of equity securities of the Company or any of its Subsidiaries, (ii) the issuance of additional shares of any class of equity securities of the Company or any of its Subsidiaries or (iii) any offering of securities of the Company or any of its Subsidiaries, regardless of whether by private placement or public offering, other than, (A) any award under any stockholder-approved equity compensation plan in effect at the Company or (B) in the case of a Subsidiary of the Company, to the Company or a wholly-owned Subsidiary of the Company;

(f) the incurrence, assumption or guarantee of indebtedness by the Company or any other direct or indirect parent of Etelequote Limited, IBEX Global Limited, or DGS Limited, to any third party that is not the Company or a wholly-owned Subsidiary thereof;

(g) the incurrence, assumption or guarantee of incremental indebtedness (as measured from indebtedness existing on the Effective Date), in a single transaction or a series of related transactions, by the Company or any of its Subsidiaries owing to a third party that is not the Company or a wholly-owned Subsidiary thereof, in an amount exceeding US$5,000,000 in the aggregate;

(h) consent to the transfer of any Note by any holder thereof or any amend any Note or the Note Purchase Agreement;

(i) any equity re-purchase (or "buybacks") of the equity securities of the Company or the adoption of any share re-purchase (or "buyback") plan;

(j) capital expenditures by the Company or any of its Subsidiaries in an aggregate amount greater than US$10,000,000 in any fiscal year;

(k) any listing of any securities of the Company or any of its Subsidiaries on any securities exchange, whether private or public;

(l) the appointment and/or removal of independent auditors or any material change in accounting policies and principles or internal control procedures of the Company or any of its Subsidiaries;

(m) any bankruptcy, suspension of payments, assignment to creditors or any similar event or action of the Company or any of its Subsidiaries;

(n) any liquidation, dissolution or winding up of the Company or any of its Subsidiaries;

(o) any change of the principal business of the Company or any of its Subsidiaries, entry into new lines of business, or exit from the current line of business;

(p) any amendment, modification or repeal of any provision of the Company's organizational documents or the organizational documents of any of its Subsidiaries;

(q) commencement or settlement by the Company or any of its Subsidiaries of any material litigation.

For the avoidance of doubt, for the purposes of this Section 2.01, any referenced amount, valuation, methodology or other metric referenced in clauses (a) through (q) shall be as determined by TRGI in its sole discretion.

ARTICLE III

MISCELLANEOUS

Section 3.01. Termination. This Agreement shall terminate automatically (without any action by either Party) as of the date that TRGI no longer owns 10% or more of all shares issued by the Company, as measured on an as-converted basis (where applicable).

Section 3.02. Corporate Opportunity.

(a) Regulation of Certain Affairs. In recognition and anticipation that (i) certain partners, principals, directors, officers, members, managers, agents, employees and/or other representatives of TRGI (each of the foregoing Persons other than TRGI, an "Identified Person") may serve as directors, officers or agents of the Company or its Subsidiaries, and (ii) TRGI and its Affiliates may now engage and may continue to engage in the same or similar activities (which shall include other business activities that overlap with or compete with those in which the Company or its Subsidiaries, directly or indirectly, may engage) or related lines of business in which the Company or its Subsidiaries, directly or indirectly, may engage, and/or may have an interest in the same or similar areas of corporate opportunities as the Company or its Subsidiaries, directly or indirectly, may have an interest, the provisions of this Section 3.02 are set forth to regulate and define the conduct of certain affairs of the Company and its Subsidiaries with respect to certain classes or categories of business opportunities as they may involve TRGI, its Affiliates and the Identified Persons, and the powers, rights, duties and liabilities of the Company and its Subsidiaries and their respective officers, directors and stockholders in connection therewith.

(b) Competition and Corporate Opportunities. To the fullest extent permitted by law and subject to section 97 of the Companies Act and the Bye-laws, (i) TRGI, its Affiliates and the Identified Persons shall have the right to, and shall have no duty (contractual or otherwise) not to, directly or indirectly engage in the same or similar business activities or lines of business as the Company or any of its Subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or stockholder of any other person, including those lines of business deemed to be competing with the Company or any of its Subsidiaries, (ii) none of the Company or its stockholders or any of its Subsidiaries or their stockholders shall have any rights in and to the business ventures of TRGI, its Affiliates or any Identified Person or the income or profits derived therefrom, (iii) TRGI, its Affiliates and the Identified Persons may do business with any potential or actual customer or supplier of the Company of any of its Subsidiaries, (iv) TRGI, its Affiliates and the Identified Persons may employ or otherwise engage any officer or employee of the Company or any of its Subsidiaries, and (v) the Company, on behalf of itself, its Subsidiaries and its and their respective stockholders, renounces any interest or expectancy of the Company and its Subsidiaries in, or in being offered an opportunity to participate in, any business opportunity that may from time to time be presented to TRGI, its Affiliates or any Identified Person, even if the opportunity is one that the Company or its Subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, (vi) none of TRGI, its Affiliates or any Identified Person shall have any duty to communicate or offer such business opportunity to the Company or any of its Subsidiaries or shall be liable to the Company or any of its Subsidiaries or any of their respective stockholders for breach of any fiduciary or other duty (contractual or otherwise), as a director or officer or otherwise, by reason of the fact that TRGI, any of its Affiliates or such Identified Person pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Company or its Subsidiaries unless, in the case of any such person who is a director or officer of the Company, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Company.

Section 3.03. Sharing of Information. Notwithstanding anything to the contrary contained in this Agreement, the Company hereby acknowledges and agrees TRGI and its Affiliates or any director or officer of the Company that is an Affiliate of TRGI (each, a "TRGI Affiliated Person") may, to the fullest extent permitted by applicable law and subject to section 97 of the Companies Act and the Bye-laws, use for their own benefit and disclose to their respective Affiliates, partners, principals, directors, officers, managers, agents, employees, professional advisers and other representatives (the "Internal Recipients") and to (a) the investors, limited partners or members of TRGI or its Affiliates and their respective representatives (and, to the extent required for such limited partners' or members' internal reporting obligations, Affiliates of such limited partners or members), (b) persons who have expressed a bona fide interest in becoming investors, limited partners or members of TRGI or its Affiliates, (c) potential transferees of TRGI's equity securities in the Company, (d) potential participants in future transactions involving TRGI or any of its Affiliates (potentially involving the Company or otherwise), and (e) such other persons as TRGI shall deem reasonably necessary in connection with the conduct of its investment and business activities (the "External Recipients" and, together with the Internal Recipients, the "Permitted Recipients"), any and all non-public information with respect to the Company, its Subsidiaries or their Affiliates (including any Person in which the Company holds, or contemplates acquiring, an investment) ("Company Confidential Information") that is in the possession of TRGI or such TRGI Affiliated Person on the date hereof or disclosed after the date of this Agreement to TRGI or such TRGI Affiliated Person by or on behalf of the Company or its Subsidiaries, provided, that the Permitted Recipients agree to keep such Company Confidential Information confidential on the same terms that TRGI requires with respect to its own confidential information; and provided further that TRGI, the TRGI Affiliated Persons and the Permitted Recipients may disclose any Company Confidential Information (x) as has become generally available to the public, was or has come into the possession of TRGI or the relevant TRGI Affiliated Person or Permitted Recipient on a non-confidential basis without a breach of any confidentiality obligations by such Person disclosing such Company Confidential Information, or has been independently developed by TRGI, the TRGI Affiliated Person or Permitted Recipient without use of the Company Confidential Information, (y) to the extent necessary in order to comply with any law, order, regulation or ruling applicable to TRGI, or such TRGI Affiliated Person or Permitted Recipient, or to a regulatory agency with applicable jurisdiction, and (z) as may be required in response to any summons or subpoena or in connection with any litigation or arbitration, provided, in the case of clauses (y) and (z), that TRGI, the TRGI Affiliated Person or Permitted Recipient provides prior written notice of such required disclosure to the Company and takes all commercially reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

Section 3.04. Notices. In the event a notice is required to be sent hereunder to the Company or TRGI, such notice shall be in writing and shall be (a) delivered in person, (b) sent by registered or certified mail, postage prepaid with return receipt request, or (c) sent by reputable overnight courier service, fees prepaid, to the recipient at its address set forth below (or such other address as either the Company on the one hand or TRGI on the other may from time to time notify to the other). Notices shall be deemed given upon personal delivery, upon receipt of return receipt in the case of delivery by mail or one day following deposit with an overnight courier service. A copy, which shall not constitute notice, of all notices referred to herein shall be sent via email to the email addresses set forth below:

In the case of notices to the Company, to:

Forward March Limited
Crawford House, 50 Cedar Avenue
Hamilton HM 11, Bermuda
Attn: Mohammed Khaishgi
Email: Mohammed.Khaishgi@trgworld.com

In the case of notices to TRGI, to:

TRG Holdings LLC
1700 Pennsylvania Ave NW Suite 560
Washington, DC 20006
Attn: Pat Costello
Email: Pat.Costello@trgworld.com

Section 3.05. Amendments. This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the parties hereto.

Section 3.06. Governing Law; Jurisdiction. This Agreement and any dispute arising out of, relating to or in connection with this Agreement, shall be construed (both as to validity and performance), interpreted and enforced in accordance with the laws of the State of New York, without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction. Any action against any party relating to the foregoing shall be brought exclusively in the courts of the United States District Court for the Southern District of New York. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such action brought in such court or any defense of inconvenient forum for the maintenance of such action. Each party agrees that service of summons and complaint or any other process that might be served in any action may be made on such party by sending or delivering a copy of the process to the party to be served by registered mail, return receipt requested, at the address of the party provided for the giving of notices in Section 3.04. Nothing in this Section 3.06, however, shall affect the right of any party to serve legal process in any other manner permitted by law.

Section 3.07. Waiver of Jury Trial. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 3.07.

Section 3.08. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof and thereof.

Section 3.09. Waivers. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is made expressly in writing and executed and delivered by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a further or continuing waiver of such breach or a waiver of any other or subsequent breach. Except as otherwise expressly provided herein, no failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof, or the exercise of any other right, power or remedy.

Section 3.10. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.11. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

Section 3.12. Third-Party Beneficiaries. This Agreement does not create any rights, claims or benefits inuring to any Person that is not a party hereto, and it does not create or establish any third-party beneficiary hereto.

Section 3.13. Binding Effect; Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by either Party without the prior written consent of the other Party, and any purported assignment or delegation in contravention of this Section 3.13 shall be null and void and of no force and effect. Subject to the preceding sentence of this Section 3.13, this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the Parties and their respective successors and permitted assigns.

Section 3.14. Specific Performance. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the Parties fail to comply with any of the obligations herein imposed on them and that, in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Each Party shall, therefore, be entitled (in addition to any other remedy to which such party may be entitled at law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, the Parties have duly executed this Agreement as of the date first above written.

FORWARD MARCH LTD.

By:/s/Mohammed Khaishgi
Name: Mohammed Khaishgi
Title: Director

[Signature Page to Stockholder's Agreement]

THE RESOURCE GROUP INTERNATIONAL LIMITED

By:/s/Zia Chishti
Name: Zia Chishti
Title: Director

[Signature Page to Stockholder's Agreement]

Exhibit 10.3

REVOLVING CREDIT AND SECURITY AGREEMENT

PNC BANK, NATIONAL ASSOCIATION (AS LENDER AND AS AGENT)

WITH

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions

AND

EACH PERSON JOINED HERETO AS A BORROWER FROM TIME TO TIME (BORROWERS)

November 8, 2013

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LIST OF EXHIBITS AND SCHEDULES

Exhibits

Schedules

REVOLVING CREDIT

AND

SECURITY AGREEMENT

Revolving Credit and Security Agreement dated as of November 8, 2013 among **TRG CUSTOMER SOLUTIONS, INC. D/B/A IBEX GLOBAL SOLUTIONS**, a corporation organized under the laws of the State of Delaware ("IBEX" and together with each Person joined hereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and each individually a "Lender") and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent").

IN CONSIDERATION of the mutual covenants and undertakings herein contained, Borrowers, Lenders and Agent hereby agree as follows:

I. DEFINITIONS

1.1. Accounting Terms. As used in this Agreement, the Other Documents or any certificate, report or other document made or delivered pursuant to this Agreement, accounting terms not defined in Section 1.2 or elsewhere in this Agreement and accounting terms partly defined in Section 1.2 to the extent not defined shall have the respective meanings given to them under IFRS; provided, however that, whenever such accounting terms are used for the purposes of determining compliance with financial covenants in this Agreement, such accounting terms shall be defined in accordance with IFRS as applied in preparation of the audited financial statements of Borrowers for the fiscal year ended June 30, 2013. Borrowers shall, in connection with delivery of any audited financial statements, provide a certified statement to Agent clearly identifying any material differences between IFRS and GAAP as they relate to such financial statements.

1.2. General Terms. For purposes of this Agreement the following terms shall have the following meanings:

"Accountants" shall have the meaning set forth in Section 9.7 hereof.

"Advance Rates" shall have the meaning set forth in Section 2.1(a)(y)(ii) hereof.

"Advances" shall mean and include the Revolving Advances, Letters of Credit and the Swing Loans.

"Affected Lender" shall have the meaning set forth in Section 3.11 hereof.

"Affiliate" of any Person shall mean (a) any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director, manager, member, managing member, general partner or officer (i) of such Person, (ii) of any Subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 5% or more of the Equity Interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for any such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by ownership of Equity Interests, contract or otherwise.

"Agent" shall have the meaning set forth in the preamble to this Agreement and shall include its successors and assigns.

"Agreement" shall mean this Revolving Credit and Security Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Alternate Base Rate" shall mean, for any day, a rate per annum equal to the highest of (a) the Base Rate in effect on such day, (b) the sum of the Federal Funds Open Rate in effect on such day plus one half of one percent (0.5%), and (c) the sum of the Daily LIBOR Rate in effect on such day plus one percent (1.0%), so long as a Daily LIBOR Rate is offered, ascertainable and not unlawful.

"Alternate Source" shall have the meaning set forth in the definition of Federal Funds Open Rate.

"Anti-Terrorism Laws" shall mean any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

"Applicable Law" shall mean all laws, rules and regulations applicable to the Person, conduct, transaction, covenant, Other Document or contract in question, including all applicable common law and equitable principles, all provisions of all applicable state, federal and foreign constitutions, statutes, rules, regulations, treaties, directives and orders of any Governmental Body, and all orders, judgments and decrees of all courts and arbitrators.

"Applicable Margin" shall mean (a) an amount equal to one quarter of one percent (0.25%) for (i) Revolving Advances consisting of Domestic Rate Loans, and (ii) Swing Loans, and (b) an amount equal to two and one half of one percent (2.50%) for Revolving Advances consisting of LIBOR Rate Loans.

"Application Date" shall have the meaning set forth in Section 2.8(b) hereof.

"Approvals" shall have the meaning set forth in Section 5.7(b) hereof.

"Approved Electronic Communication" shall mean each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, E -Fax, the StuckyNet System©, or any other equivalent electronic service agreed to by Agent, whether owned, operated or hosted by Agent, any Lender, any of their Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to Agent pursuant to this Agreement or any Other Document, including any financial statement, financial and other report, notice, request, certificate and other information material; providedthatApproved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

"Average Undrawn Availability" shall mean, for any date of determination, the quotient obtained by dividing (a) the sum of Undrawn Availability for each day during the 30-day period ending on the date immediately preceding such date of determination by (b) thirty (30).

"Base Rate" shall mean the base commercial lending rate of PNC as publicly announced to be in effect from time to time, such rate to be adjusted automatically, without notice, on the effective date of any change in such rate. This rate of interest is determined from time to time by PNC as a means of pricing some loans to its customers and is neither tied to any external rate of interest or index nor does it necessarily reflect the lowest rate of interest actually charged by PNC to any particular class or category of customers of PNC.

"Benefited Lender" shall have the meaning set forth in Section 2.6(e) hereof.

"Blocked Account Bank" shall have the meaning set forth in Section 4.8(h) hereof.

"Blocked Accounts" shall have the meaning set forth in Section 4.8(h) hereof.

"Borrower" or "Borrowers" shall have the meaning set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Persons.

"Borrowers on a Consolidated Basis" shall mean the consolidation in accordance with IFRS of the accounts or other items of Borrowers and their respective Subsidiaries.

"Borrowers' Account" shall have the meaning set forth in Section 2.10 hereof.

"Borrowing Agent" shall mean IBEX.

"Borrowing Base Certificate" shall mean a certificate in substantially the form of Exhibit 1.2 hereto duly executed by the President, Chief Financial Officer or Controller of the Borrowing Agent and delivered to the Agent, appropriately completed, by which such officer shall certify to Agent the Formula Amount and calculation thereof as of the date of such certificate.

"Business Day" shall mean any day other than Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in East Brunswick, New Jersey and, if the applicable Business Day relates to any LIBOR Rate Loans, such day must also be a day on which dealings are carried on in the London interbank market.

"Capital Expenditures" shall mean expenditures made or liabilities incurred for the acquisition of any fixed assets or improvements (or of any replacements or substitutions thereof or additions thereto) which have a useful life of more than one year and which, in accordance with IFRS, would be classified as capital expenditures. Capital Expenditures shall include the total principal portion of Capitalized Lease Obligations.

"Capitalized Lease Obligation" shall mean any Indebtedness of any Borrower represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with IFRS.

"Cash Management Products and Services" shall mean agreements or other arrangements under which Agent or any Lender or any Affiliate of Agent or a Lender provides any of the following products or services to any Borrower: (a) credit cards; (b) credit card processing services; (c) debit cards and stored value cards; (d) commercial cards; (e) ACH transactions; and (f) cash management and treasury management services and products, including without limitation controlled disbursement accounts or services, lockboxes, automated clearinghouse transactions, overdrafts, interstate depository network services. The indebtedness, obligations and liabilities of any Borrower to the provider of any Cash Management Products and Services (including all obligations and liabilities owing to such provider in respect of any returned items deposited with such provider) (the "Cash Management Liabilities") shall be "Obligations" hereunder, guaranteed obligations under the Guaranty and secured obligations under any Guarantor Security Agreement, as applicable, and otherwise treated as Obligations for purposes of each of the Other Documents. The Liens securing the Cash Management Products and Services shall be paripassu with the Liens securing all other Obligations under this Agreement and the Other Documents, subject to the express provisions of Section 11.5.

"Cash Management Liabilities" shall have the meaning provided in the definition of "Cash Management Products and Services."

"CEA" shall mean the Commodity Exchange Act (7 U.S.C.§1 et seq.), as amended from time to time, and any successor statute.

"CFTC" shall mean the Commodity Futures Trading Commission.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq.

"Change in Law" shall mean the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Applicable Law; (b) any change in any Applicable Law or in the administration, implementation, interpretation or application thereof by any Governmental Body; or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Body; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of Applicable Law) and (y) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of law), in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law regardless of the date enacted, adopted, issued, promulgated or implemented.

"Change of Control" shall mean (a) the occurrence of any event (whether in one or more transactions) which results in cessation of listing and trading of the Equity Interests of Holdings on a recognized public exchange, (b) the occurrence of any event (whether in one or more transactions) which results in Holdings failing to own one hundred percent (100%) of the Equity Interests (on a fully diluted basis) of any TRG Philippines Inc. or any other Affiliate providing services that are material to any Borrower's operations or business, or (c) the occurrence of any event (whether in one or more transactions) which results in Holdings failing to own one hundred percent (100%) of the Equity Interests (on a fully diluted basis) of any Borrower.

"Charges" shall mean all taxes, charges, fees, imposts, levies or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation and property taxes, custom duties, fees, assessments, liens, claims and charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts, imposed by any taxing or other authority, domestic or foreign (including the Pension Benefit Guaranty Corporation or any environmental agency or superfund), upon the Collateral, any Borrower or any of its Affiliates.

"CIP Regulations" shall have the meaning set forth in Section 14.12 hereof.

"Closing" shall mean the closing of the transactions described herein.

"Closing Date" shall mean November 8, 2013 or such other date as may be agreed to in writing by the parties hereto.

"Code" shall mean the Internal Revenue Code of 1986, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

"Collateral" shall mean and include all right, title and interest of each Borrower in all of the following property and assets of such Borrower, in each case whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located:

(a) all Receivables and all supporting obligations relating thereto;

(b) all equipment and fixtures;

(c) all general intangibles (including all payment intangibles and all software) and all supporting obligations related thereto;

(d) all Inventory;

(e) all Subsidiary Stock, securities, investment property, and financial assets;

(f) all contract rights, rights of payment which have been earned under a contract rights, chattel paper (including electronic chattel paper and tangible chattel paper), commercial tort claims (whether now existing or hereafter arising); documents (including all warehouse receipts and bills of lading), deposit accounts, goods, instruments (including promissory notes), letters of credit (whether or not the respective letter of credit is evidenced by a writing) and letter-of-credit rights, cash, certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), security agreements, eminent domain proceeds, condemnation proceeds, tort claim proceeds and all supporting obligations;

(g) all ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by any Borrower or in which it has an interest), computer programs, tapes, disks and documents, including all of such property relating to the property described in clauses (a) through and including (f) of this definition; and

(h) all proceeds and products of the property described in clauses (a) through and including (g) of this definition, in whatever form. It is the intention of the parties that if Agent shall fail to have a perfected Lien in any particular property or assets of any Borrower for any reason whatsoever, but the provisions of this Agreement and/or of the Other Documents, together with all financing statements and other public filings relating to Liens filed or recorded by Agent against Borrowers, would be sufficient to create a perfected Lien in any property or assets that such Borrower may receive upon the sale, lease, license, exchange, transfer or disposition of such particular property or assets, then all such "proceeds" of such particular property or assets shall be included in the Collateral as original collateral that is the subject of a direct and original grant of a security interest as provided for herein and in the Other Documents (and not merely as proceeds (as defined in Article 9 of the Uniform Commercial Code) in which a security interest is created or arises solely pursuant to Section 9-315 of the Uniform Commercial Code).

Notwithstanding the foregoing, the Lien of Agent shall not extend to and Collateral (or any asset or property comprising the Collateral) shall not include the Excluded Assets.

"Commitment Transfer Supplement" shall mean a document in the form of Exhibit 16.3 hereto, properly completed and otherwise in form and substance satisfactory to Agent by which the Purchasing Lender purchases and assumes a portion of the obligation of Lenders to make Advances under this Agreement.

"Compliance Certificate" shall mean a compliance certificate substantially in the form of Exhibit 1.2(a) hereto to be signed by the Chief Financial Officer or Controller of Borrowing Agent.

"Consents" shall mean all filings and all licenses, permits, consents, approvals, authorizations, qualifications and orders of Governmental Bodies and other third parties, domestic or foreign, necessary to carry on any Borrower's business or necessary (including to avoid a conflict or breach under any agreement, instrument, other document, license, permit or other authorization) for the execution, delivery or performance of this Agreement or the Other Documents, including any Consents required under all applicable federal, state or other Applicable Law.

"Consigned Inventory" shall mean Inventory of any Borrower that is in the possession of another Person on a consignment, sale or return, or other basis that does not constitute a final sale and acceptance of such Inventory.

"Contract Rate" shall have the meaning set forth in Section 3.1 hereof.

"Controlled Group" shall mean, at any time, each Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control and all other entities which, together with any Borrower, are treated as a single employer under Section 414 of the Code.

"Covered Entity" shall mean (a) each Borrower, each of Borrower's Subsidiaries, all Guarantors and all pledgors of Collateral and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

"Customer" shall mean and include the account debtor with respect to any Receivable and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with any Borrower, pursuant to which such Borrower is to deliver any personal property or perform any services.

"Customs" shall have the meaning set forth in Section 2.13(b) hereof.

"Daily LIBOR Rate" shall mean, for any day, the rate per annum determined by the Agent by dividing (x) the Published Rate by (y) a number equal to 1.00 minus the Reserve Percentage.

"Debt Payments" shall mean for any period, in each case, all cash actually expended by any Borrower to make: (a) interest payments on any Advances hereunder, plus (b) payments for all fees, commissions and charges set forth herein, plus (c) payments on Capitalized Lease Obligations, plus (d) payments with respect to any other Indebtedness for borrowed money.

"Default" shall mean an event, circumstance or condition which, with the giving of notice or passage of time or both, would constitute an Event of Default.

"Default Rate" shall have the meaning set forth in Section 3.1 hereof.

"Defaulting Lender" shall mean any Lender that: (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Revolving Commitment Percentage of Advances, (ii) if applicable, fund any portion of its Participation Commitment in Letters of Credit or Swing Loans or (iii) pay over to Agent, Issuer, Swing Loan Lender or any Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including a particular Default or Event of Default, if any) has not been satisfied; (b) has notified Borrowers or Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including a particular Default or Event of Default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit; (c) has failed, within two (2) Business Days after request by Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Advances and, if applicable, participations in then outstanding Letters of Credit and Swing Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon Agent's receipt of such certification in form and substance satisfactory to the Agent; (d) has become the subject of an Insolvency Event; or (e) has failed at any time to comply with the provisions of Section 2.6(e) with respect to purchasing participations from the other Lenders, whereby such Lender's share of any payment received, whether by setoff or otherwise, is in excess of its pro rata share of such payments due and payable to all of the Lenders.

"Depository Accounts" shall have the meaning set forth in Section 4.8(h) hereof.

"Designated Lender" shall have the meaning set forth in Section 16.2(d) hereof.

"Document" shall have the meaning given to the term "document" in the Uniform Commercial Code.

"Dollar" and the sign "$" shall mean lawful money of the United States of America.

"Domestic Rate Loan" shall mean any Advance that bears interest based upon the Alternate Base Rate.

"Domestic Subsidiary" shall mean any Subsidiary of Borrower which is not a Foreign Subsidiary.

"Drawing Date" shall have the meaning set forth in Section 2.14(b) hereof.

"Early Termination Date" shall have the meaning set forth in Section 13.1 hereof.

"EBITDA" shall mean for any period with respect to Borrowers on a Consolidated Basis, the sum of (a) net income (or loss) for such period (excluding extraordinary gains and losses), plus (b) all interest expense for such period, plus (c) all charges against income for such period for (1) federal, state and local taxes and (2) expenses on account of the Royalty Agreements, to the extent deducted in determining net income plus (d) depreciation expenses for such period, plus (e) amortization expenses for such period, plus (f) one-time non-recurring expenses or charges incurred in connection with the Closing (which shall include without limitation all such expenses or charges due to Lenders and to CapitalSource Bank in connection with the Closing), to the extent paid within 90 days of the Closing Date plus (g) one-time non-recurring expenses or charges in an amount not to exceed $100,000 incurred in connection with financing sought but not ultimately obtained from Fifth Third Bank, to the extent paid in cash within 90 days of the Closing Date, plus (h) non-cash expenses related to any Borrower's employee stock option plan, plus (i) losses from any sale of fixed assets, minus (j) gains from any sale of fixed assets.

"Effective Date" means the date indicated in a document or agreement to be the date on which such document or agreement becomes effective, or, if there is no such indication, the date of execution of such document or agreement.

"Eligible Contract Participant" shall mean an "eligible contract participant" as defined in the CEA and regulations thereunder.

"Eligibility Date" shall mean, with respect to each Borrower and Guarantor and each Swap, the date on which this Agreement or any Other Document becomes effective with respect to such Swap (for the avoidance of doubt, the Eligibility Date shall be the Effective Date of such Swap if this Agreement or any Other Document is then in effect with respect to such Borrower or Guarantor, and otherwise it shall be the Effective Date of this Agreement and/or such Other Document(s) to which such Borrower or Guarantor is a party).

"Eligible Insured Foreign Receivable or Receivables" shall mean Receivables that meet the requirements of Eligible Receivables, except clause (f) of such definition, provided that such Receivable is credit insured (the insurance carrier, amount and terms of such insurance shall be reasonably acceptable to Agent and shall name Agent as beneficiary or loss payee, as applicable).

"Eligible Pre-Approved Foreign Receivable or Receivables" shall mean Receivables that meet the requirements of Eligible Receivables, except clause (f) of such definition, provided that such Receivables (i) are Receivables due from Apple, Express Gifts Ltd. or William Hill Group, or (ii) have been approved by Agent.

"Eligible Receivables" shall mean and include, each Receivable of a Borrower arising in the Ordinary Course of Business and which Agent, in its Permitted Discretion, shall deem to be an Eligible Receivable, based on such considerations as Agent may from time to time deem appropriate. A Receivable shall not be deemed eligible unless such Receivable is subject to Agent's first priority perfected security interest and no other Lien (other than Permitted Encumbrances), and is evidenced by an invoice or other documentary evidence satisfactory to Agent. In addition, no Receivable shall be an Eligible Receivable if:

(a) it arises out of a sale made by any Borrower to an Affiliate of any Borrower or to a Person controlled by an Affiliate of any Borrower;

(b) it is due or unpaid more than ninety (90) days after the original invoice date or sixty (60) days after the original due date;

(c) twenty-five percent (25%) or more of the Receivables from such Customer are not deemed Eligible Receivables under subclause (b) hereof;

(d) any material covenant, representation or warranty contained in this Agreement with respect to such Receivable has been breached;

(e) an Insolvency Event shall have occurred with respect to such Customer;

(f) the sale is to a Customer, which Customer is outside the continental United States of America or a province of Canada that has not adopted the Personal Property Security Act of Canada, unless the sale is on letter of credit, guaranty or acceptance terms, in each case acceptable to Agent in its Permitted Discretion or such Receivable constitutes an Eligible Insured Foreign Receivable;

(g) the sale to the Customer is on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment or any other repurchase or return basis or is evidenced by chattel paper;

(h) the Customer is the United States of America, any state or any department, agency or instrumentality of any of them, unless the applicable Borrower assigns its right to payment of such Receivable to Agent pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. Sub-Section 3727 et seq. and 41 U.S.C. Sub-Section 15 et seq.) or has otherwise complied with other applicable statutes or ordinances;

(i) the goods giving rise to such Receivable have not been delivered to and accepted by the Customer or the services giving rise to such Receivable have not been performed by the applicable Borrower and accepted by the Customer or the Receivable otherwise does not represent a final sale;

(j) with respect to any Receivable due from any Customer other than (i) AT&T, (ii) Apple, or (iii) DirecTV, such Receivable, together with all other Receivables due from such Customer, exceeds 25% of all outstanding Receivables, unless such Receivable has been approved by Agent (which approval shall not be unreasonably withheld);

(k) the Receivable is subject to any offset, deduction, defense, dispute, credits or counterclaim (but such Receivable shall only be ineligible to the extent of such offset, deduction, defense or counterclaim), or the Receivable is contingent in any respect or for any reason;

(l) the applicable Borrower has made any agreement with any Customer for any deduction therefrom, except for discounts or allowances made in the Ordinary Course of Business, all of which discounts or allowances are reflected in the calculation of the face value of each respective invoice related thereto;

(m) any return, rejection or repossession of the merchandise has occurred or the rendition of services has been disputed;

(n) such Receivable is not payable to a Borrower;

(o) such Receivable does not arise out of a contract between a Borrower and a Customer, or a contract under which such Borrower has rights as an assignee, unless such Receivable shall be permitted by Agent; or

(p) such Receivable is not otherwise satisfactory to Agent as determined in the exercise of its Permitted Discretion.

"Eligible Unbilled Receivables" shall mean Receivables that constitute Eligible Receivables except that such Receivables are not evidenced by an invoice and have not been billed to the applicable Customer; provided, however, that such Receivables shall be evidenced by documentary evidence reasonably satisfactory to Agent (which documentary evidence shall be provided to Agent upon request). Any Receivable that is an Eligible Unbilled Receivable pursuant to the preceding sentence shall cease to be an Eligible Unbilled Receivable if an invoice is not issued with respect to such Receivable within the sixty (60) day period following the date the services were performed and/or the goods were delivered.

"Environmental Complaint" shall have the meaning set forth in Section 9.3(b) hereof.

"Environmental Laws" shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes as well as common laws, relating to the protection of the environment, human health and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state, international and local governmental agencies and authorities with respect thereto.

"Equity Interests" shall mean, with respect to any Person, any and all shares, rights to purchase, options, warrants, general, limited or limited liability partnership interests, member interests, participation or other equivalents of or interest in (regardless of how designated) equity of such Person, whether voting or nonvoting, including common stock, preferred stock, convertible securities or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act), including in each case all of the following rights relating to such Equity Interests, whether arising under the Organizational Documents of the Person issuing such Equity Interests (the "issuer") or under the applicable laws of such issuer's jurisdiction of organization relating to the formation, existence and governance of corporations, limited liability companies or partnerships or business trusts or other legal entities, as the case may be: (i) all economic rights (including all rights to receive dividends and distributions) relating to such Equity Interests; (ii) all voting rights and rights to consent to any particular action(s) by the applicable issuer; (iii) all management rights with respect to such issuer; (iv) in the case of any Equity Interests consisting of a general partner interest in a partnership, all powers and rights as a general partner with respect to the management, operations and control of the business and affairs of the applicable issuer; (v) in the case of any Equity Interests consisting of the membership/limited liability company interests of a managing member in a limited liability company, all powers and rights as a managing member with respect to the management, operations and control of the business and affairs of the applicable issuer; (vi) all rights to designate or appoint or vote for or remove any officers, directors, manager(s), general partner(s) or managing member(s) of such issuer and/or any members of any board of members/managers/partners/directors that may at any time have any rights to manage and direct the business and affairs of the applicable issuer under its Organizational Documents as in effect from time to time or under Applicable Law; (vii) all rights to amend the Organizational Documents of such issuer, (viii) in the case of any Equity Interests in a partnership or limited liability company, the status of the holder of such Equity Interests as a "partner", general or limited, or "member" (as applicable) under the applicable Organizational Documents and/or Applicable Law; and (ix) all certificates evidencing such Equity Interests.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended or supplemented from time to time and the rules and regulations promulgated thereunder.

"Event of Default" shall have the meaning set forth in Article X hereof.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Excluded Accounts" shall mean any (i) payroll accounts, (ii) withholding tax accounts, (iii) fiduciary accounts, (iv) accounts used to make tax, trust, pension or other similar employee benefit payments, (v) accounts that contain, at all times, less than $100,000 for all such accounts in the aggregate, and (vi) local cash deposit accounts maintained in the ordinary course of business by a Borrower in proximity to its operations, provided that the total amount on deposit at any one time not so perfected shall not (A) exceed such amounts, if any, that are required to comply with requirements of jurisdictions other than the United States of America or any state thereof or the District of Columbia, or (B) exceed $150,000 in the aggregate for all such accounts (collectively, the "Excluded Accounts").

"Excluded Assets" shall mean:

(i) other than Accounts, any lease, license, permit or agreement to which Borrower is a party to the extent, but only to the extent, that such a grant would, under the terms of such lease, license, permit or agreement, result in a breach of the terms of, invalidate, or constitute a default under, such lease, license, permit or agreement or to the extent any requirement of law prohibits the grant of a Lien thereon; (ii) any property of Borrower that is the subject of a Lien securing any purchase money Indebtedness or Capitalized Lease Obligation permitted under this Agreement pursuant to an agreement the terms of which prohibit Borrower from granting any other Liens on such property (with respect to clauses (i) and (ii), other than to the extent that any such term or prohibition would be rendered ineffective pursuant to the UCC or other applicable law); provided, that with respect to any such limitation described in the foregoing clauses (i) or (ii) (A) upon the request of the Agent, such Borrower shall in good faith use commercially reasonable efforts to obtain any requisite consent for the creation of such Lien in favor of the Agent on such property, (B) immediately upon the ineffectiveness, lapse or termination of any such restriction, the Collateral shall include, and Borrower shall be deemed to have granted a Lien on such property hereunder or under the applicable Other Documents, as applicable, as if such restriction had never been in effect; and (C) notwithstanding any such restriction, the Collateral shall, to the extent such restriction does not by its terms apply thereto and such rights and proceeds do not otherwise constitute Excluded Assets, include all rights incident or appurtenant to any such property, and the right to receive all proceeds (as defined in the UCC) derived from, or in connection with the sale, assignment or transfer of, such property; (iii) more than 66% of the total of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in each Foreign Subsidiary directly owned by Borrower or any Domestic Subsidiary or any assets of any Foreign Subsidiary of Borrower if in any such case Agent's Lien on such property would create a significant risk of a material adverse tax consequence to Borrower; (iv) any "intent to use" applications for Trademarks for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office; (v) vehicles subject to certificate of title laws; or (vi) those assets as to which Agent determines the cost of obtaining a Lien therein in favor of Agent or the perfection thereof are excessive in relation to the benefit to the Lenders afforded by such Lien. Furthermore, the Lien of Agent need not be perfected in the Excluded Accounts.

"Excluded Hedge Liability or Liabilities" shall mean, with respect to each Borrower and Guarantor, each of its Swap Obligations if, and only to the extent that, all or any portion of this Agreement or any Other Document that relates to such Swap Obligation is or becomes illegal under the CEA, or any rule, regulation or order of the CFTC, solely by virtue of such Borrower's and/or Guarantor's failure to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap. Notwithstanding anything to the contrary contained in the foregoing or in any other provision of this Agreement or any Other Document, the foregoing is subject to the following provisos: (a) if a Swap Obligation arises under a master agreement governing more than one Swap, this definition shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guaranty or security interest is or becomes illegal under the CEA, or any rule, regulations or order of the CFTC, solely as a result of the failure by such Borrower or Guarantor for any reason to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap; (b) if a guarantee of a Swap Obligation would cause such obligation to be an Excluded Hedge Liability but the grant of a security interest would not cause such obligation to be an Excluded Hedge Liability, such Swap Obligation shall constitute an Excluded Hedge Liability for purposes of the guaranty but not for purposes of the grant of the security interest; and (c) if there is more than one Borrower or Guarantor executing this Agreement or the Other Documents and a Swap Obligation would be an Excluded Hedge Liability with respect to one or more of such Persons, but not all of them, the definition of Excluded Hedge Liability or Liabilities with respect to each such Person shall only be deemed applicable to (i) the particular Swap Obligations that constitute Excluded Hedge Liabilities with respect to such Person, and (ii) the particular Person with respect to which such Swap Obligations constitute Excluded Hedge Liabilities.

"Excluded Taxes" shall mean, with respect to Agent, any Lender, Participant, Swing Loan Lender, Issuer or any other recipient of any payment to be made by or on account of any Obligations, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office or applicable lending office is located or, in the case of any Lender, Participant, Swing Loan Lender or Issuer, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which any Borrower is located, (c) in the case of a Foreign Lender, any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 3.10(e), except to the extent that such Foreign Lender or Participant (or its assignor or seller of a participation, if any) was entitled, at the time of designation of a new lending office (or assignment or sale of a participation), to receive additional amounts from Borrowers with respect to such withholding tax pursuant to Section 3.10(a), or (d) any Taxes imposed on any "withholding payment" payable to such recipient as a result of the failure of such recipient to satisfy the requirements set forth in the FATCA after December 31, 2012.

"Facility Fee" shall have the meaning set forth in Section 3.3(b) hereof.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations thereunder or official interpretations thereof.

"Federal Funds Effective Rate" shall mean for any day the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the "Federal Funds Effective Rate" for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

"Federal Funds Open Rate" shall mean for any day the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption "OPEN" (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by PNC (an "Alternate Source") (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Alternate Source, or if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by PNC at such time (which determination shall be conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the "open" rate on the immediately preceding Business Day. If and when the Federal Funds Open Rate changes, the rate of interest with respect to any advance to which the Federal Funds Open Rate applies will change automatically without notice to Borrowers, effective on the date of any such change.

"Fixed Charge Coverage Ratio" shall mean, with respect to any fiscal period, the ratio of (a) EBITDA, minus Unfunded Capital Expenditures made by any Borrower during such period, minus distributions (including tax distributions but excluding Permitted Holdings Distributions), dividends and Royalty Payments made by any Borrower during such period, minus cash taxes paid by any Borrower during such period to (b) all Debt Payments made by any Borrower during such period.

"Flood Laws" shall mean all Applicable Laws relating to policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and other Applicable Laws related thereto.

"Foreign Currency Hedge" shall mean any foreign exchange transaction, including spot and forward foreign currency purchases and sales, listed or over-the-counter options on foreign currencies, non-deliverable forwards and options, foreign currency swap agreements, currency exchange rate price hedging arrangements, and any other similar transaction providing for the purchase of one currency in exchange for the sale of another currency entered into by any Borrower, Guarantor and/or any of their respective Subsidiaries.

"Foreign Currency Hedge Liabilities" shall have the meaning assigned in the definition of Lender-Provided Foreign Currency Hedge.

"Foreign Lender" shall mean any Lender that is organized under the laws of a jurisdiction other than that in which Borrowers are resident for tax purposes. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Subsidiary" shall mean any Subsidiary of any Person that is not organized or incorporated in the United States, any State or territory thereof or the District of Columbia.

"Formula Amount" shall have the meaning set forth in Section 2.1(a) hereof.

"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time.

"Governmental Acts" shall mean any act or omission, whether rightful or wrongful, of any present or future de jure or de facto Governmental Body.

"Governmental Body" shall mean any nation or government, any state or other political subdivision thereof or any entity, authority, agency, division or department exercising the executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to a government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"Guarantor" shall mean Holdings and any other Person who may hereafter guarantee payment or performance of the whole or any part of the Obligations and "Guarantors" means collectively all such Persons.

"Guarantor Security Agreement" shall mean any security agreement executed by any Guarantor in favor of Agent securing the Obligations or the Guaranty of such Guarantor, in form and substance satisfactory to Agent.

"Guaranty" shall mean any guaranty of the Obligations executed by a Guarantor in favor of Agent for its benefit and for the ratable benefit of Lenders, in form and substance satisfactory to Agent.

"Hazardous Discharge" shall have the meaning set forth in Section 9.3(b) hereof.

"Hazardous Materials" shall mean, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, Hazardous Wastes, hazardous or Toxic Substances or related materials as defined in or subject to regulation under Environmental Laws.

"Hazardous Wastes" shall mean all waste materials subject to regulation under CERCLA, RCRA or applicable state law, and any other applicable Federal and state laws now in force or hereafter enacted relating to hazardous waste disposal.

"Hedge Liabilities" shall mean collectively, the Foreign Currency Hedge Liabilities and the Interest Rate Hedge Liabilities.

"Holdings" shall mean IBEX Global Solutions PLC, a public limited corporation created under the laws of England and Wales.

"Holdings Note" shall mean that certain Subordinated Intercompany Revolving Demand Note dated on or about the Closing Date executed by Borrower, as maker, and acknowledged by Holdings, as holder.

"IBEX" shall have the meaning given in the recitals hereto.

"IFRS" or "International Financial Reporting Standards" shall mean International Financial Reporting Standards (including International Accounting Standards (IAS)) and Interpretations issued by International Financial Reporting Interpretations Committee (IFRIC) of the International Accounting Standard Board (IASB) from time to time as adopted by the European Union.

"Indebtedness" shall mean, as to any Person at any time, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) of such Person for or in respect of: (a) borrowed money; (b) amounts received under or liabilities in respect of any note purchase or acceptance credit facility, and all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; (c) all Capitalized Lease Obligations; (d) reimbursement obligations (contingent or otherwise) under any letter of credit agreement, banker's acceptance agreement or similar arrangement; (e) obligations under any Interest Rate Hedge, Foreign Currency Hedge, or other interest rate management device, foreign currency exchange agreement, currency swap agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement; (f) any other advances of credit made to or on behalf of such Person or other transaction (including forward sale or purchase agreements, capitalized leases and conditional sales agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements including to finance the purchase price of property or services and all obligations of such Person to pay the deferred purchase price of property or services (but not including trade payables and accrued expenses incurred in the Ordinary Course of Business which are not represented by a promissory note or other evidence of indebtedness and which are not more than thirty (30) days past due); (g) all Equity Interests of such Person subject to repurchase or redemption rights or obligations (excluding repurchases or redemptions at the sole option of such Person); (h) all indebtedness, obligations or liabilities secured by a Lien on any asset of such Person, whether or not such indebtedness, obligations or liabilities are otherwise an obligation of such Person; (i) all obligations of such Person for "earnouts", purchase price adjustments, profit sharing arrangements, deferred purchase money amounts and similar payment obligations or continuing obligations of any nature of such Person arising out of purchase and sale contracts; (j) off-balance sheet liabilities and/or pension plan liabilities of such Person; (k) obligations arising under bonus, deferred compensation, incentive compensation or similar arrangements, other than those arising in the Ordinary Course of Business; and (l) any guaranty of any indebtedness, obligations or liabilities of a type described in the foregoing clauses (a) through (k).

"Indemnified Taxes" shall mean Taxes other than Excluded Taxes.

"Ineligible Security" shall mean any security which may not be underwritten or dealt in by member banks of the Federal Reserve System under Section 16 of the Banking Act of 1933 (12 U.S.C. Section 24, Seventh), as amended.

"Insolvency Event" shall mean, with respect to any Person, including without limitation any Lender, such Person or such Person's direct or indirect parent company (a) becomes the subject of a bankruptcy or insolvency proceeding (including any proceeding under Title 11 of the United States Code), or regulatory restrictions, (b) has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it or has called a meeting of its creditors, (c) admits in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (d) with respect to a Lender, such Lender is unable to perform hereunder due to the application of Applicable Law, or (e) in the good faith determination of Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment of a type described in clauses (a) or (b), provided that an Insolvency Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person or such Person's direct or indirect parent company by a Governmental Body or instrumentality thereof if, and only if, such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Body or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Intellectual Property" shall mean property constituting a patent, copyright, trademark (or any application in respect of the foregoing), service mark, copyright, copyright application, trade name, mask work, trade secrets, design right, assumed name or license or other right to use any of the foregoing under Applicable Law.

"Intellectual Property Claim" shall mean the assertion, by any means, by any Person of a claim that any Borrower's ownership, use, marketing, sale or distribution of any Inventory, equipment, Intellectual Property or other property or asset is violative of any ownership of or right to use any Intellectual Property of such Person.

"Interest Period" shall mean the period provided for any LIBOR Rate Loan pursuant to Section 2.2(b) hereof.

"Interest Rate Hedge" shall mean an interest rate exchange, collar, cap, swap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or similar agreements entered into by any Borrower, Guarantor and/or their respective Subsidiaries in order to provide protection to, or minimize the impact upon, such Borrower, any Guarantor and/or their respective Subsidiaries of increasing floating rates of interest applicable to Indebtedness.

"Interest Rate Hedge Liabilities" shall have the meaning assigned in the definition of Lender-Provided Interest Rate Hedge.

"Inventory" shall mean and include as to each Borrower all of such Borrower's inventory (as defined in Article 9 of the Uniform Commercial Code) and all of such Borrower's goods, merchandise and other personal property, wherever located, to be furnished under any consignment arrangement, contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in such Borrower's business or used in selling or furnishing such goods, merchandise and other personal property, and all Documents.

"Issuer" shall mean (i) Agent in its capacity as the issuer of Letters of Credit under this Agreement and (ii) any other Person which Agent in its discretion shall designate as the issuer of and cause to issue any particular Letter of Credit under this Agreement in place of Agent as issuer.

"Law(s)" shall mean any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any Governmental Body, foreign or domestic.

"Lender" and "Lenders" shall have the meaning ascribed to such term in the preamble to this Agreement and shall include each Person which becomes a transferee, successor or assign of any Lender. For the purpose of provision of this Agreement or any Other Document which provides for the granting of a security interest or other Lien to the Agent for the benefit of Lenders as security for the Obligations, "Lenders" shall include any Affiliate of a Lender to which such Obligation (specifically including any Hedge Liabilities and any Cash Management Liabilities) is owed.

"Lender-Provided Foreign Currency Hedge" shall mean a Foreign Currency Hedge which is provided by any Lender and for which such Lender confirms to Agent in writing prior to the execution thereof that it: (a) is documented in a standard International Swap Dealers Association, Inc. Master Agreement or another reasonable and customary manner; (b) provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner; and (c) is entered into for hedging (rather than speculative) purposes. The liabilities owing to the provider of any Lender-Provided Foreign Currency Hedge (the "Foreign Currency Hedge Liabilities") by any Borrower, Guarantor, or any of their respective Subsidiaries that is party to such Lender-Provided Foreign Currency Hedge shall, for purposes of this Agreement and all Other Documents be "Obligations" of such Person and of each other Borrower and Guarantor, be guaranteed obligations under any Guaranty and secured obligations under any Guarantor Security Agreement, as applicable, and otherwise treated as Obligations for purposes of the Other Documents, except to the extent constituting Excluded Hedge Liabilities of such Person. The Liens securing the Foreign Currency Hedge Liabilities shall be pari passu with the Liens securing all other Obligations under this Agreement and the Other Documents, subject to the express provisions of Section 11.5 hereof.

"Lender-Provided Interest Rate Hedge" shall mean an Interest Rate Hedge which is provided by any Lender and with respect to which such Lender confirms to Agent in writing prior to the execution thereof that it: (a) is documented in a standard International Swap Dealers Association, Inc. Master Agreement or another reasonable and customary manner; (b) provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner; and (c) is entered into for hedging (rather than speculative) purposes. The liabilities owing to the provider of any Lender-Provided Interest Rate Hedge (the "Interest Rate Hedge Liabilities") by any Borrower, Guarantor, or any of their respective Subsidiaries that is party to such Lender-Provided Interest Rate Hedge shall, for purposes of this Agreement and all Other Documents be "Obligations" of such Person and of each other Borrower and Guarantor, be guaranteed obligations under any Guaranty and secured obligations under any Guarantor Security Agreement, as applicable, and otherwise treated as Obligations for purposes of the Other Documents, except to the extent constituting Excluded Hedge Liabilities of such Person. The Liens securing the Hedge Liabilities shall be pari passu with the Liens securing all other Obligations under this Agreement and the Other Documents, subject to the express provisions of Section 11.5 hereof.

"Letter of Credit Application" shall have the meaning set forth in Section 2.12(a) hereof.

"Letter of Credit Borrowing" shall have the meaning set forth in Section 2.14(d) hereof.

"Letter of Credit Fees" shall have the meaning set forth in Section 3.2 hereof

"Letter of Credit Sublimit" shall mean $2,000,000.

"Letters of Credit" shall have the meaning set forth in Section 2.11 hereof.

"LIBOR Alternate Source" shall have the meaning set forth in the definition of LIBOR Rate.

"LIBOR Rate" shall mean for any LIBOR Rate Loan for the then current Interest Period relating thereto, the interest rate per annum determined by Agent by dividing (the resulting quotient rounded upwards, if necessary, to the nearest 1/100th of 1% per annum) (a) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market), or the rate which is quoted by another source selected by Agent which has been approved by the British Bankers' Association as an authorized information vendor for the purpose of displaying rates at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market (a "LIBOR Alternate Source"), at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period as the London interbank offered rate for U.S. Dollars for an amount comparable to such LIBOR Rate Loan and having a borrowing date and a maturity comparable to such Interest Period (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any LIBOR Alternate Source, a comparable replacement rate determined by Agent at such time (which determination shall be conclusive absent manifest error)), by (b) a number equal 1.00 minus the Reserve Percentage. The LIBOR Rate may also be expressed by the following formula:

Average of London interbank offered rates quoted by Bloomberg or appropriate successor as shown on

$$\text{LIBOR Rate} = \frac{\text{Bloomberg Page BBAM1}}{1.00 - \text{Reserve Percentage}}$$

The LIBOR Rate shall be adjusted with respect to any LIBOR Rate Loan that is outstanding on the effective date of any change in the Reserve Percentage as of such effective date. Agent shall give reasonably prompt notice to the Borrowing Agent of the LIBOR Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error.

"LIBOR Rate Loan" shall mean any Advance that bears interest based on the LIBOR Rate.

"License Agreement" shall mean any agreement between any Borrower and a Licensor pursuant to which such Borrower is authorized to use any Intellectual Property in connection with the manufacturing, marketing, sale or other distribution of any Inventory of such Borrower or otherwise in connection with such Borrower's business operations.

"Licensor" shall mean any Person from whom any Borrower obtains the right to use (whether on an exclusive or non-exclusive basis) any Intellectual Property in connection with such Borrower's manufacture, marketing, sale or other distribution of any Inventory or otherwise in connection with such Borrower's business operations.

"Licensor/Agent Agreement" shall mean an agreement between Agent and a Licensor, in form and substance satisfactory to Agent, by which Agent is given the unqualified right, vis-à-vis such Licensor, to enforce Agent's Liens with respect to and to dispose of any Borrower's Inventory with the benefit of any Intellectual Property applicable thereto, irrespective of such Borrower's default under any License Agreement with such Licensor.

"Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), Charge, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement held or asserted in respect of any asset of any kind or nature whatsoever including any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction.

"Lien Waiver Agreement" shall mean an agreement which is executed in favor of Agent by a Person who owns or occupies premises at which any Collateral may be located from time to time in form and substance satisfactory to Agent.

"Material Adverse Effect" shall mean a material adverse effect on (a) the condition (financial or otherwise), results of operations, assets, business, properties or prospects, of Borrower and its Subsidiaries taken as a whole, (b) any Borrower's or Guarantor's ability to duly and punctually pay or perform the Obligations in accordance with the terms thereof, (c) the value of the Collateral taken as a whole, or Agent's Liens on the Collateral or the priority of any such Lien or (d) the practical realization of the benefits of Agent's and each Lender's rights and remedies under this Agreement and the Other Documents.

"Material Contract" shall mean any contract, agreement, instrument, permit, lease or license, written or oral, of any Borrower, which is material to any Borrower's business or which the failure to comply with could reasonably be expected to result in a Material Adverse Effect.

"Maximum Loan Amount" shall mean $35,000,000.

"Maximum Swing Loan Advance Amount" shall mean $0.

"Maximum Revolving Advance Amount" shall mean $35,000,000.

"Maximum Undrawn Amount" shall mean, with respect to any outstanding Letter of Credit as of any date, the amount of such Letter of Credit that is or may become available to be drawn, including all automatic increases provided for in such Letter of Credit, whether or not any such automatic increase has become effective.

"Modified Commitment Transfer Supplement" shall have the meaning set forth in Section 16.3(d) hereof.

"Multiemployer Plan" shall mean a "multiemployer plan" as defined in Sections 3(37) or 4001(a)(3) of ERISA to which contributions are required or, within the preceding five plan years, were required by any Borrower or any member of the Controlled Group.

"Multiple Employer Plan" shall mean a Plan which has two or more contributing sponsors (including any Borrower or any member of the Controlled Group) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"Negotiable Document" shall mean a Document that is "negotiable" within the meaning of Article 7 of the Uniform Commercial Code.

"Non-Defaulting Lender" shall mean, at any time, any Lender holding a Revolving Commitment that is not a Defaulting Lender at such time.

"Non-Qualifying Party" shall mean any Borrower or any Guarantor that on the Eligibility Date fails for any reason to qualify as an Eligible Contract Participant.

"Note" shall mean collectively, the Revolving Credit Note and the Swing Loan Note.

"Ordinary Course of Business" shall mean, with respect to any Borrower, the ordinary course of such Borrower's business as conducted on the Closing Date, with such changes as are usual and customary in the industry.

"Organizational Documents" shall mean, with respect to any Person, any charter, articles or certificate of incorporation, certificate of organization, registration or formation, certificate of partnership or limited partnership, bylaws, operating agreement, limited liability company agreement, or partnership agreement of such Person and any and all other applicable documents relating to such Person's formation, organization or entity governance matters (including any shareholders' or equity holders' agreement or voting trust agreement) and specifically includes, without limitation, any certificates of designation for preferred stock or other forms of preferred equity.

"Obligations" shall mean and include any and all loans (including without limitation, all Advances and Swing Loans), advances, debts, liabilities, obligations (including without limitation all reimbursement obligations and cash collateralization obligations with respect to Letters of Credit issued hereunder), covenants and duties owing by any Borrower or Guarantor or any Subsidiary of any Borrower or any Guarantor to Issuer, Swing Loan Lender, Lenders or Agent (or to any other direct or indirect subsidiary or affiliate of Issuer, Swing Loan Lender. any Lender or Agent) of any kind or nature, present or future (including any interest or other amounts accruing thereon, any fees accruing under or in connection therewith, any costs and expenses of any Person payable by any Borrower and any indemnification obligations payable by any Borrower arising or payable after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to any Borrower, whether or not a claim for post-filing or post-petition interest, fees or other amounts is allowable or allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, whether arising under any agreement, instrument or document (including this Agreement, the Other Documents, Lender-Provided Interest Rate Hedges, Lender -Provided Foreign Currency Hedges and any Cash Management Products and Services) whether or not for the payment of money, whether arising by reason of an extension of credit, opening or issuance of a letter of credit, loan, equipment lease, establishment of any commercial card or similar facility or guarantee, under any interest or currency swap, future, option or other similar agreement, or in any other manner, whether arising out of overdrafts or deposit or other accounts or electronic funds transfers (whether through automated clearing houses or otherwise) or out of Agent's or any Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository transfer check or other similar arrangements, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, contractual or tortious, liquidated or unliquidated, regardless of how such indebtedness or liabilities arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, including, but not limited to, (i) any and all of any Borrower's or any Guarantor's Indebtedness and/or liabilities (and any and all indebtedness, obligations and/or liabilities of any Subsidiary of any Borrower or any Guarantor) under this Agreement, the Other Documents or under any other agreement between Issuer, Agent or Lenders and any Borrower and any amendments, extensions, renewals or increases and all costs and expenses of Issuer, Agent and any Lender incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the foregoing, including but not limited to reasonable attorneys' fees and expenses and all obligations of any Borrower to Issuer, Agent or Lenders to perform acts or refrain from taking any action, (ii) all Hedge Liabilities and (iii) all Cash Management Liabilities. Notwithstanding anything to the contrary contained in the foregoing, the Obligations shall not include any Excluded Hedge Liabilities.

"Other Documents" shall mean the Note, the Perfection Certificates, any Guaranty, any Guarantor Security Agreement, any Pledge Agreement, any Lender-Provided Interest Rate Hedge any Lender-Provided Foreign Currency Hedge, the License Agreements, and any and all other agreements, instruments and documents, including intercreditor agreements, guaranties, pledges, powers of attorney, consents, interest or currency swap agreements or other similar agreements and all other writings heretofore, now or hereafter executed by any Borrower or any Guarantor and/or delivered to Agent or any Lender in respect of the transactions contemplated by this Agreement, in each case together with all extensions, renewals, amendments, supplements, modifications, substitutions and replacements thereto and thereof.

"Other Taxes" shall mean all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any Other Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any Other Document.

"Out-of-Formula Loans" shall have the meaning set forth in Section 16.2(e) hereof.

"Parent" of any Person shall mean a corporation or other entity owning, directly or indirectly, 50% or more of the Equity Interests issued by such Person having ordinary voting power to elect a majority of the directors of such Person, or other Persons performing similar functions for any such Person.

"Participant" shall mean each Person who shall be granted the right by any Lender to participate in any of the Advances and who shall have entered into a participation agreement in form and substance satisfactory to such Lender.

"Participation Advance" shall have the meaning set forth in Section 2.14(d) hereof.

"Participation Commitment" shall mean the obligation hereunder of each Lender holding a Revolving Commitment to buy a participation equal to its Revolving Commitment Percentage (subject to any reallocation pursuant to Section 2.22(b)(iii) hereof) in the Swing Loans made by Swing Loan Lender hereunder as provided for in Section 2.4(c) hereof and in the Letters of Credit issued hereunder as provided for in Section 2.14(a) hereof.

"Payment Office" shall mean initially Two Tower Center Boulevard, East Brunswick, New Jersey 08816; thereafter, such other office of Agent, if any, which it may designate by notice to Borrowing Agent and to each Lender to be the Payment Office.

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA or any successor.

"Pension Benefit Plan" shall mean at any time any "employee pension benefit plan" as defined in Section 3(2) of ERISA (including a Multiple Employer Plan, but not a Multiemployer Plan) which is covered by Title IV of ERISA or is subject to the minimum funding standards under Sections 412, 430 or 436 of the Code and either (i) is maintained or to which contributions are required by Borrower or any member of the Controlled Group or (ii) has at any time within the preceding five years been maintained or to which contributions have been required by a Borrower or any entity which was at such time a member of the Controlled Group.

"Perfection Certificates" shall mean, collectively, the information questionnaires and the responses thereto provided by each Borrower and delivered to Agent.

"Permitted Discretion" means a determination made in good faith and in the exercise (from the perspective of a secured asset-based lender) of commercially reasonable business judgment.

"Permitted Encumbrances" shall mean: (a) Liens in favor of Agent for the benefit of Agent and Lenders, including without limitation, Liens securing Hedge Liabilities and Cash Management Products and Services; (b) Liens for taxes, assessments or other governmental charges not delinquent or being Properly Contested; (c) deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance; (d) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds and other obligations of like nature arising in the Ordinary Course of Business; (e) Liens arising by virtue of the rendition, entry or issuance against any Borrower or any Subsidiary, or any property of any Borrower or any Subsidiary, of any judgment, writ, order, or decree to the extent the rendition, entry, issuance or continued existence of such judgment, writ, order or decree (or any event or circumstance relating thereto) has not resulted in the occurrence of an Event of Default under Section 10.6 hereof; (f) carriers', repairmens', mechanics', workers', materialmen's or other like Liens arising in the Ordinary Course of Business with respect to obligations which are not due or which are being Properly Contested; (g) Liens placed upon fixed assets hereafter acquired to secure a portion of the purchase price thereof, provided that (I) any such lien shall not encumber any other property of any Borrower and (II) the aggregate amount of Indebtedness secured by such Liens incurred as a result of such purchases during any fiscal year shall not exceed the amount permitted in Section 7.6 hereof; and (h) Liens disclosed on Schedule 1.2; providedthat such Liens shall secure only those obligations which they secure on the Closing Date and shall not subsequently apply to any other property or assets of any Borrower other than the property and assets to which they apply as of the Closing Date.

"Permitted Holdings Distributions" shall mean a distribution to Holdings from time to time of an amount not to exceed in the aggregate (1) funds in an amount equal to $11,500,000 provided to a Borrower by Holdings on or prior to the Closing Date, and (2) funds provided after the Closing Date to a Borrower by Holdings as working capital or as a capital contribution and not on account of any services provided by any Borrower, upon satisfaction of the following conditions: (a) Borrowers shall have complied with the covenant in Section 6.15(c), (b) the distribution takes place within ten (10) calendar days following each of the two largest biweekly payroll dates, and (c) both before and after giving pro-forma effect to any such distribution (i) no Default or Event of Default shall exist or will exist; (ii) Borrowers shall have Undrawn Availability of not less than $3,000,000 if the distribution takes place during calendar days one (1) through five (5) following the largest biweekly payroll dates and (iii) Borrowers shall have Undrawn Availability of no less than $5,000,000 if the distribution takes place during calendar days six (6) through ten (10) following the largest biweekly payroll date. For purposes of calculating the amount that may be distributed at any time hereunder, all distributions will be deemed distributed on account of the amounts permitted under subsection (1) above until such time that the full amount of the funds provided to Borrowers by Holdings prior to the Closing Date has been returned and thereafter such amounts shall be deemed distributed on account of subsection (2) above.

"Permitted Indebtedness" shall mean: (a) the Obligations; (b) Indebtedness incurred for Capital Expenditures permitted in Section 7.6 hereof; (c) any guarantees of Indebtedness permitted under Section 7.3 hereof; (d) any Indebtedness listed on Schedule 5.8(b)(ii) hereof;
(e) Indebtedness consisting of Permitted Loans; (f) Indebtedness incurred by Borrowers from any Affiliate of a Borrower so long as such loan is pursuant to terms and conditions including subordination provisions acceptable to Agent; and (g) Interest Rate Hedges and Foreign Currency Hedges that are entered into by Borrowers to hedge their risks with respect to outstanding Indebtedness of Borrowers and not for speculative or investment purposes.

"Permitted Investments" shall mean investments in: (a) obligations issued or guaranteed by the United States of America or any agency thereof; (b) commercial paper with maturities of not more than 180 days and a published rating of not less than A-1 or P-1 (or the equivalent rating); (c) certificates of time deposit and bankers' acceptances having maturities of not more than 180 days and repurchase agreements backed by United States government securities of a commercial bank if (i) such bank has a combined capital and surplus of at least $500,000,000, or (ii) its debt obligations, or those of a holding company of which it is a Subsidiary, are rated not less than A (or the equivalent rating) by a nationally recognized investment rating agency;
(d) U.S. money market funds that invest solely in obligations issued or guaranteed by the United States of America or an agency thereof; and (e) Permitted Loans.

"Permitted Loans" shall mean: (a) the extension of trade credit by a Borrower to its Customer(s), in the Ordinary Course of Business in connection with a sale of Inventory or rendition of services, in each case on open account terms; and (b) intercompany loans between and among Borrowers, so long as, at the request of Agent, each such intercompany loan is evidenced by a promissory note (including, if applicable, any master intercompany note executed by Borrowers) on terms and conditions (including terms subordinating payment of the indebtedness evidenced by such note to the prior payment in full of all Obligations, provided that no such subordination shall prohibit payments otherwise permitted hereunder, including Permitted Holdings Distributions) acceptable to Agent in its Permitted Discretion that has been delivered to Agent either endorsed in blank or together with an undated instrument of transfer executed in blank by the applicable Borrower(s) that are the payee(s) on such note.

"Permitted Royalty Payments" shall mean the payment of Royalty Payments by a Borrower on a quarterly basis upon satisfaction of the following conditions: (a) both before and after giving pro-forma effect to any such payments no Default or Event of Default shall exist; and (b) the aggregate amount of such payments shall not to exceed four percent (4%) of the Borrowers' gross revenue (determined in accordance with GAAP) for any fiscal period.

"Person" shall mean any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, limited liability partnership, institution, public benefit corporation, joint venture, entity or Governmental Body (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof).

"Plan" shall mean any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Benefit Plan and a Multiemployer Plan, as defined herein) maintained by any Borrower or any member of the Controlled Group or to which any Borrower or any member of the Controlled Group is required to contribute.

"Pledge Agreement" shall mean any pledge agreements executed by any Person to secure the Obligations.

"PNC" shall have the meaning set forth in the preamble to this Agreement and shall extend to all of its successors and assigns.

"Pro Forma Balance Sheet" shall have the meaning set forth in Section 5.5(a) hereof.

"Pro Forma Financial Statements" shall have the meaning set forth in Section 5.5(b) hereof.

"Projections" shall have the meaning set forth in Section 5.5(b) hereof.

"Properly Contested" shall mean, in the case of any Indebtedness, Lien or Taxes, as applicable, of any Person that are not paid as and when due or payable by reason of such Person's bona fide dispute concerning its liability to pay the same or concerning the amount thereof: (a) such Indebtedness, Lien or Taxes, as applicable, are being properly contested in good faith by appropriate proceedings promptly instituted and diligently conducted; (b) such Person has established appropriate reserves as shall be required in conformity with IFRS; (c) the non-payment of such Indebtedness or Taxes will not have a Material Adverse Effect or will not result in the forfeiture of any assets of such Person; (d) no Lien is imposed upon any of such Person's assets with respect to such Indebtedness or taxes unless such Lien (x) does not attach to any Receivables or Inventory, (y) is at all times junior and subordinate in priority to the Liens in favor of the Agent (except only with respect to property Taxes that have priority as a matter of applicable state law) and, (z) enforcement of such Lien is stayed during the period prior to the final resolution or disposition of such dispute; and (e) if such Indebtedness or Lien, as applicable, results from, or is determined by the entry, rendition or issuance against a Person or any of its assets of a judgment, writ, order or decree, enforcement of such judgment, writ, order or decree is stayed pending a timely appeal or other judicial review.

"Protective Advances" shall have the meaning set forth in Section 16.2(f) hereof.

"Published Rate" shall mean the rate of interest published each Business Day in the Wall Street Journal "Money Rates" listing under the caption "London Interbank Offered Rates" for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the LIBOR Rate for a one month period as published in another publication selected by the Agent).

"Purchasing CLO" shall have the meaning set forth in Section 16.3(d) hereof.

"Purchasing Lender" shall have the meaning set forth in Section 16.3(c) hereof.

"Qualified ECP Loan Party" shall mean each Borrower or Guarantor that on the Eligibility Date is (a) a corporation, partnership, proprietorship, organization, trust, or other entity other than a "commodity pool" as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that has total assets exceeding $10,000,000 or (b) an Eligible Contract Participant that can cause another person to qualify as an Eligible Contract Participant on the Eligibility Date under Section 1a(18)(A)(v)(II) of the CEA by entering into or otherwise providing a "letter of credit or keepwell, support, or other agreement" for purposes of Section 1a(18)(A)(v)(II) of the CEA.

"RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as same may be amended from time to time.

"Real Property" shall mean all of the owned and leased premises identified on Schedule 4.4 hereto or in and to any other premises or real property that are hereafter owned or leased by any Borrower.

"Receivables" shall mean and include, as to each Borrower, all of such Borrower's accounts (as defined in Article 9 of the Uniform Commercial Code) and all of such Borrower's contract rights, instruments (including those evidencing indebtedness owed to such Borrower by its Affiliates), documents, chattel paper (including electronic chattel paper), general intangibles relating to accounts, contract rights, instruments, documents and chattel paper, and drafts and acceptances, credit card receivables and all other forms of obligations owing to such Borrower arising out of or in connection with the sale or lease of Inventory or the rendition of services, all supporting obligations, guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Agent hereunder.

"Receivables Advance Rate" shall have the meaning set forth in Section 2.1(a)(y)(i) hereof.

"Register" shall have the meaning set forth in Section 16.3(e) hereof.

"Reimbursement Obligation" shall have the meaning set forth in Section 2.14(b) hereof.

"Release" shall have the meaning set forth in Section 5.7(c)(i) hereof.

"Reportable Compliance Event" shall mean that any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or has knowledge of facts or circumstances to the effect that it is reasonably likely that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law.

"Reportable ERISA Event" shall mean a reportable event described in Section 4043(c) of ERISA or the regulations promulgated thereunder.

"Required Lenders" shall mean Lenders (not including Swing Loan Lender (in its capacity as such Swing Loan Lender) or any Defaulting Lender) holding at least fifty one percent (51%) of the aggregate of the Revolving Commitment Amounts of all Lenders (excluding any Defaulting Lender), or (b) after the termination of all commitments of Lenders hereunder, the sum of the outstanding Revolving Advances and Swing Loans, plus the Maximum Undrawn Amount of all outstanding Letters of Credit; provided, however, if there are fewer than three (3) Lenders, Required Lenders shall mean all Lenders (excluding any Defaulting Lender).

"Reserve Percentage" shall mean as of any day the maximum effective percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities".

"Revolving Advances" shall mean Advances other than Letters of Credit and the Swing Loans.

"Revolving Commitment" shall mean, as to any Lender, the obligation of such Lender (if applicable), to make Revolving Advances and participate in Swing Loans and Letters of Credit, in an aggregate principal and/or face amount not to exceed the Revolving Commitment Amount (if any) of such Lender.

"Revolving Commitment Amount" shall mean, as to any Lender, the Revolving Commitment amount (if any) set forth below such Lender's name on the signature page hereto (or, in the case of any Lender that became party to this Agreement after the Closing Date pursuant to Section 16.3(c) or (d) hereof, the Revolving Commitment amount (if any) of such Lender as set forth in the applicable Commitment Transfer Supplement).

"Revolving Commitment Percentage" shall mean, as to any Lender, the Revolving Commitment Percentage (if any) set forth below such Lender's name on the signature page hereof (or, in the case of any Lender that became party to this Agreement after the Closing Date pursuant to Section 16.3(c) or (d) hereof, the Revolving Commitment Percentage (if any) of such Lender as set forth in the applicable Commitment Transfer Supplement).

"Revolving Credit Note" shall mean, collectively, the promissory notes referred to in Section 2.1(a) hereof.

"Revolving Interest Rate" shall mean (a) with respect to Revolving Advances that are Domestic Rate Loans and Swing Loans, an interest rate per annum equal to the sum of the Applicable Margin plus the Alternate Base Rate and (b) with respect to Revolving Advances that are LIBOR Rate Loans, an interest rate per annum equal to the sum of the Applicable Margin plus the LIBOR Rate.

"Royalty Agreements" shall mean all documents and instruments evidencing any Borrower's obligation to pay any Royalty Payments.

"Royalty Payments" shall mean payments to IBEX Global Europe S.A.R.L. or any other wholly owned Subsidiary of Holdings for the use of intellectual property.

"Sanctioned Country" shall mean a country subject to a sanctions program maintained under any Anti-Terrorism Law.

"Sanctioned Person" shall mean any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

"SEC" shall mean the Securities and Exchange Commission or any successor thereto.

"Secured Parties" shall mean, collectively, Agent, Issuer, Swing Loan Lender and Lenders, together with any Affiliates of Agent or any Lender to whom any Hedge Liabilities or Cash Management Liabilities are owed and with each other holder of any of the Obligations, and the respective successors and assigns of each of them.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Settlement" shall have the meaning set forth in Section 2.6(d) hereof.

"Settlement Date" shall have the meaning set forth in Section 2.6(d) hereof.

"Subsidiary" shall mean of any Person a corporation or other entity of whose Equity Interests having ordinary voting power (other than Equity Interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation, or other Persons performing similar functions for such entity, are owned, directly or indirectly, by such Person.

"Subsidiary Stock" shall mean (a) with respect to the Equity Interests issued to a Borrower by any Subsidiary (other than a Foreign Subsidiary), 100% of such issued and outstanding Equity Interests, and (b) with respect to any Equity Interests issued to a Borrower by any Foreign Subsidiary (i) 100% of such issued and outstanding Equity Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956(c)(2)) and (ii) 66% (or such greater percentage that, due to a change in an Applicable Law after the date hereof, (x) could not reasonably be expected to cause the undistributed earnings of such Foreign Subsidiary as determined for United States federal income tax purposes to be treated as a deemed dividend to such Borrower and (y) could not reasonably be expected to cause any material adverse tax consequences) of such issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)).

"Swap" shall mean any "swap" as defined in Section 1a(47) of the CEA and regulations thereunder, other than (a) a swap entered into, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (b) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

"Swap Obligation" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap which is also a Lender-Provided Interest Rate Hedge, or a Lender-Provided Foreign Currency Hedge.

"Swing Loan Lender" shall mean PNC, in its capacity as lender of the Swing Loans.

"Swing Loan Note" shall mean the promissory note described in Section 2.4(a) hereof.

"Swing Loans" shall mean the Advances made pursuant to Section 2.4 hereof.

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Body, including any interest, additions to tax or penalties applicable thereto.

"Term" shall have the meaning set forth in Section 13.1 hereof.

"Termination Event" shall mean: (a) a Reportable ERISA Event with respect to any Plan; (b) the withdrawal of any Borrower or any member of the Controlled Group from a Plan during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) the providing of notice of intent to terminate a Plan in a distress termination described in Section 4041(c) of ERISA; (d) the commencement of proceedings by the PBGC to terminate a Plan; (e) any event or condition (a) which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or (b) that may result in termination of a Multiemployer Plan pursuant to Section 4041A of ERISA; (f) the partial or complete withdrawal within the meaning of Section 4203 or 4205 of ERISA, of any Borrower or any member of the Controlled Group from a Multiemployer Plan; (g) notice that a Multiemployer Plan is subject to Section 4245 of ERISA; or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not diligent, upon any Borrower or any member of the Controlled Group.

"Toxic Substance" shall mean and include any material present on the Real Property which has been shown to have significant adverse effect on human health or which is subject to regulation under the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 et seq., applicable state law, or any other applicable Federal or state laws now in force or hereafter enacted relating to toxic substances. "Toxic Substance" includes but is not limited to asbestos, polychlorinated biphenyls (PCBs) and lead-based paints.

"Transactions" shall have the meaning set forth in Section 5.5(a) hereof.

"Transferee" shall have the meaning set forth in Section 16.3(d) hereof.

"Unbilled Receivables Advance Rate" shall have the meaning set forth in Section 2.1(a)(y)(ii) hereof.

"Undrawn Availability" at a particular date shall mean an amount equal to (a) the sum of all cash in Depository Accounts plus the lesser of (i) the Formula Amount or (ii) the Maximum Revolving Advance Amount minus the Maximum Undrawn Amount of all outstanding Letters of Credit, minus (b) the sum of (i) the outstanding amount of Advances plus (ii) all amounts due and owing to any Borrower's trade creditors which are outstanding sixty (60) days or more past their due date (provided that such amount shall not include any amounts in respect of Global Crossing Telecommunications, Inc., unless and until a final payment schedule shall be agreed upon with Global Crossing Telecommunications, Inc.), plus (iii) fees and expenses incurred in connection with the Transactions for which Borrowers are liable but which have not been paid or charged to Borrowers' Account.

"Unfunded Capital Expenditures" shall mean, as to any Borrower, without duplication, a Capital Expenditure funded (a) from such Borrower's internally generated cash flow or (b) with the proceeds of a Revolving Advance or Swing Loan.

"Uniform Commercial Code" shall have the meaning set forth in Section 1.3 hereof.

"USA PATRIOT Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

1.3. Uniform Commercial Code Terms. All terms used herein and defined in the Uniform Commercial Code as adopted in the State of New York from time to time (the "Uniform Commercial Code") shall have the meaning given therein unless otherwise defined herein. Without limiting the foregoing, the terms "accounts", "chattel paper" (and "electronic chattel paper" and "tangible chattel paper"), "commercial tort claims", "deposit accounts", "documents", "equipment", "financial asset", "fixtures", "general intangibles", "goods", "instruments", "inventory", "investment property", "letter-of-credit rights", "payment intangibles", "proceeds", "promissory note" "securities", "software" and "supporting obligations" as and when used in the description of Collateral shall have the meanings given to such terms in Articles 8 or 9 of the Uniform Commercial Code. To the extent the definition of any category or type of collateral is expanded by any amendment, modification or revision to the Uniform Commercial Code, such expanded definition will apply automatically as of the date of such amendment, modification or revision.

1.4. Certain Matters of Construction. The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including references to any of the Other Documents, shall include any and all modifications, supplements or amendments thereto, any and all restatements or replacements thereof and any and all extensions or renewals thereof. Except as otherwise expressly provided for herein, all references herein to the time of day shall mean the time in New York, New York. Unless otherwise provided, all financial calculations shall be performed with Inventory valued on a first-in, first-out basis. Whenever the words "including" or "include" shall be used, such words shall be understood to mean "including, without limitation" or "include, without limitation". A Default or an Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by Required Lenders. Any Lien referred to in this Agreement or any of the Other Documents as having been created in favor of Agent, any agreement entered into by Agent pursuant to this Agreement or any of the Other Documents, any payment made by or to or funds received by Agent pursuant to or as contemplated by this Agreement or any of the Other Documents, or any act taken or omitted to be taken by Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of Agent and Lenders. Wherever the phrase "to the best of Borrowers' knowledge" or words of similar import relating to the knowledge or the awareness of any Borrower are used in this Agreement or Other Documents, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Borrower or (ii) the knowledge that a senior officer would have obtained if he/she had engaged in a good faith and diligent performance of his/her duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Borrower and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

2.1. Revolving Advances.

(a) Amount of Revolving Advances. Subject to the terms and conditions set forth in this Agreement specifically including Sections 2.1(b) and 2.1(c), each Lender, severally and not jointly, will make Revolving Advances to Borrowers in aggregate amounts outstanding at any time equal to such Lender's Revolving Commitment Percentage of the lesser of (x) the Maximum Revolving Advance Amount, less the outstanding amount of Swing Loans, less the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit or (y) an amount equal to the sum of:

(i) up to 85% (the "Receivables Advance Rate") of Eligible Receivables, plus

(ii) up to 85% (the "Unbilled Receivables Advance Rate" and, together with the Receivables Advance Rate, collectively the "Advance Rates") of Eligible Unbilled Receivables, minus

(iii) the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit, minus

(iv) such reserves as Agent may in its Permitted Discretion deem necessary from time to time.

The amount derived from the sum of (x) Sections 2.1(a)(y)(i) and 2.1(a)(y)(ii) minus (y) the sum of Sections 2.1(a)(y)(iii) and 2.1(a)(y)(iv) at any time and from time to time shall be referred to as the "Formula Amount". The Revolving Advances shall be evidenced by one or more secured promissory notes (collectively, the "Revolving Credit Note") substantially in the form attached hereto as Exhibit 2.1(a). Notwithstanding anything to the contrary contained in the foregoing or otherwise in this Agreement, the outstanding aggregate principal amount of Swing Loans and the Revolving Advances at any one time outstanding shall not exceed an amount equal to the lesser of (i) the Maximum Revolving Advance Amount less the Maximum Undrawn Amount of all outstanding Letters of Credit or (ii) the Formula Amount.

(b) Sublimit for Revolving Advances. The aggregate amount of Revolving Advances made to Borrowers against Eligible Pre-Approved Foreign Receivable or Receivables shall not exceed in the aggregate, at any time outstanding, ten percent (10%) of the Formula Amount.

(c) Discretionary Rights. The Advance Rates may be increased or decreased by Agent at any time and from time to time upon five days notice to Borrowing Agent in the exercise of its Permitted Discretion based on the results of field examinations, audits or other collateral evaluations conducted from time to time. Each Borrower consents to any such increases or decreases and acknowledges that decreasing the Advance Rates or increasing or imposing reserves may limit or restrict Advances requested by Borrowing Agent. The rights of Agent under this subsection are subject to the provisions of Section 16.2(b).

2.2. Procedures for Requesting Revolving Advances; Procedures for Selection of Applicable Interest Rates for All Advances.

(a) Borrowing Agent on behalf of any Borrower may notify Agent prior to 1:00 p.m. on a Business Day of a Borrower's request to incur, on that day, a Revolving Advance hereunder. Should any amount required to be paid as interest hereunder, or as fees or other charges under this Agreement or any other agreement with Agent or Lenders, or with respect to any other Obligation under this Agreement, become due, same shall be deemed a request for a Revolving Advance maintained as a Domestic Rate Loan as of the date such payment is due, in the amount required to pay in full such interest, fee, charge or Obligation, and such request shall be irrevocable.

(b) Notwithstanding the provisions of subsection (a) above, in the event any Borrower desires to obtain a LIBOR Rate Loan for any Advance (other than a Swing Loan), Borrowing Agent shall give Agent written notice by no later than 1:00 p.m. on the day which is three (3) Business Days prior to the date such LIBOR Rate Loan is to be borrowed, specifying (i) the date of the proposed borrowing (which shall be a Business Day), (ii) the type of borrowing and the amount of such Advance to be borrowed, which amount shall be in a minimum amount of $200,000 and in integral multiples of $100,000 thereafter, and (iii) the duration of the first Interest Period therefor. Interest Periods for LIBOR Rate Loans shall be for one, two or three months; provided that, if an Interest Period would end on a day that is not a Business Day, it shall end on the next succeeding Business Day unless such day falls in the next succeeding calendar month in which case the Interest Period shall end on the next preceding Business Day. No LIBOR Rate Loan shall be made available to any Borrower during the continuance of a Default or an Event of Default. After giving effect to each requested LIBOR Rate Loan, including those which are converted from a Domestic Rate Loan under Section 2.2(e), there shall not be outstanding more than six (6) LIBOR Rate Loans, in the aggregate.

(c) Each Interest Period of a LIBOR Rate Loan shall commence on the date such LIBOR Rate Loan is made and shall end on such date as Borrowing Agent may elect as set forth in subsection (b)(iii) above, provided that the exact length of each Interest Period shall be determined in accordance with the practice of the interbank market for offshore Dollar deposits and no Interest Period shall end after the last day of the Term.

(d) Borrowing Agent shall elect the initial Interest Period applicable to a LIBOR Rate Loan by its notice of borrowing given to Agent pursuant to Section 2.2(b) or by its notice of conversion given to Agent pursuant to Section 2.2(e), as the case may be. Borrowing Agent shall elect the duration of each succeeding Interest Period by giving irrevocable written notice to Agent of such duration not later than 1:00 p.m. on the day which is three (3) Business Days prior to the last day of the then current Interest Period applicable to such LIBOR Rate Loan. If Agent does not receive timely notice of the Interest Period elected by Borrowing Agent, Borrowing Agent shall be deemed to have elected to convert such LIBOR Rate Loan to a Domestic Rate Loan subject to Section 2.2(e) below.

(e) Provided that no Default or Event of Default shall have occurred and be continuing, Borrowing Agent may, on the last Business Day of the then current Interest Period applicable to any outstanding LIBOR Rate Loan, or on any Business Day with respect to Domestic Rate Loans, convert any such loan into a loan of another type in the same aggregate principal amount provided that any conversion of a LIBOR Rate Loan shall be made only on the last Business Day of the then current Interest Period applicable to such LIBOR Rate Loan. If Borrowing Agent desires to convert a loan, Borrowing Agent shall give Agent written notice by no later than 1:00 p.m. (i) on the day which is three (3) Business Days prior to the date on which such conversion is to occur with respect to a conversion from a Domestic Rate Loan to a LIBOR Rate Loan, or (ii) on the day which is one (1) Business Day prior to the date on which such conversion is to occur (which date shall be the last Business Day of the Interest Period for the applicable LIBOR Rate Loan) with respect to a conversion from a LIBOR Rate Loan to a Domestic Rate Loan, specifying, in each case, the date of such conversion, the loans to be converted and if the conversion is to a LIBOR Rate Loan, the duration of the first Interest Period therefor.

(f) At its option and upon written notice given prior to 1:00 p.m. at least three (3) Business Days prior to the date of such prepayment, any Borrower may, subject to Section 2.2(g) hereof, prepay the LIBOR Rate Loans in whole at any time or in part from time to time with accrued interest on the principal being prepaid to the date of such repayment. Such Borrower shall specify the date of prepayment of Advances which are LIBOR Rate Loans and the amount of such prepayment. In the event that any prepayment of a LIBOR Rate Loan is required or permitted on a date other than the last Business Day of the then current Interest Period with respect thereto, such Borrower shall indemnify Agent and Lenders therefor in accordance with Section 2.2(g) hereof.

(g) Each Borrower shall indemnify Agent and Lenders and hold Agent and Lenders harmless from and against any and all losses or expenses that Agent and Lenders may sustain or incur as a consequence of any prepayment, conversion of or any default by any Borrower in the payment of the principal of or interest on any LIBOR Rate Loan or failure by any Borrower to complete a borrowing of, a prepayment of or conversion of or to a LIBOR Rate Loan after notice thereof has been given, including, but not limited to, any interest payable by Agent or Lenders to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by Agent or any Lender to Borrowing Agent shall be conclusive absent manifest error.

(h) Notwithstanding any other provision hereof, if any Applicable Law, treaty, regulation or directive, or any change therein or in the interpretation or application thereof, including without limitation any Change in Law, shall make it unlawful for Lenders or any Lender (for purposes of this subsection (h), the term "Lender" shall include any Lender and the office or branch where any Lender or any Person controlling such Lender makes or maintains any LIBOR Rate Loans) to make or maintain its LIBOR Rate Loans, the obligation of Lenders (or such affected Lender) to make LIBOR Rate Loans hereunder shall forthwith be cancelled and Borrowers shall, if any affected LIBOR Rate Loans are then outstanding, promptly upon request from Agent, either pay all such affected LIBOR Rate Loans or convert such affected LIBOR Rate Loans into loans of another type. If any such payment or conversion of any LIBOR Rate Loan is made on a day that is not the last day of the Interest Period applicable to such LIBOR Rate Loan, Borrowers shall pay Agent, upon Agent's request, such amount or amounts set forth in clause (g) above. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by Lenders to Borrowing Agent shall be conclusive absent manifest error.

2.3. Reserved.

2.4. Swing Loans.

(a) Subject to the terms and conditions set forth in this Agreement, and in order to minimize the transfer of funds between Lenders and Agent for administrative convenience, Agent, Lenders holding Revolving Commitments and Swing Loan Lender agree that in order to facilitate the administration of this Agreement, Swing Loan Lender may, at its election and option made in its sole discretion cancelable at any time for any reason whatsoever, make swing loan advances ("Swing Loans") available to Borrowers as provided for in this Section 2.4 at any time or from time to time after the date hereof to, but not including, the expiration of the Term, in an aggregate principal amount up to but not in excess of the Maximum Swing Loan Advance Amount, provided that the outstanding aggregate principal amount of Swing Loans and the Revolving Advances at any one time outstanding shall not exceed an amount equal to the lesser of (i) the Maximum Revolving Advance Amount less the Maximum Undrawn Amount of all outstanding Letters of Credit or (ii) the Formula Amount. All Swing Loans shall be Domestic Rate Loans only. Borrowers may borrow (at the option and election of Swing Loan Lender), repay and re-borrow (at the option and election of Swing Loan Lender) Swing Loans and Swing Loan Lender may make Swing Loans as provided in this Section 2.4 during the period between Settlement Dates. All Swing Loans shall be evidenced by a secured promissory note (the "Swing Loan Note") substantially in the form attached hereto as Exhibit 2.4(a). Swing Loan Lender's agreement to make Swing Loans under this Agreement is cancelable at any time for any reason whatsoever and the making of Swing Loans by Swing Loan Lender from time to time shall not create any duty or obligation, or establish any course of conduct, pursuant to which Swing Loan Lender shall thereafter be obligated to make Swing Loans in the future.

(b) Upon either (i) any request by Borrowing Agent for a Revolving Advance made pursuant to Section 2.2(a) hereof or (ii) the occurrence of any deemed request by Borrowers for a Revolving Advance pursuant to the provisions of the last sentence of Section 2.2(a) hereof, Swing Loan Lender may elect, in its sole discretion, to have such request or deemed request treated as a request for a Swing Loan, and may advance same day funds to Borrowers as a Swing Loan; provided that notwithstanding anything to the contrary provided for herein, Swing Loan Lender may not make Swing Loan Advances if Swing Loan Lender has been notified by Agent or by Required Lenders that one or more of the applicable conditions set forth in Section 8.2 of this Agreement have not been satisfied or the Revolving Commitments have been terminated for any reason.

(c) Upon the making of a Swing Loan (whether before or after the occurrence of a Default or an Event of Default and regardless of whether a Settlement has been requested with respect to such Swing Loan), each Lender holding a Revolving Commitment shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from Swing Loan Lender, without recourse or warranty, an undivided interest and participation in such Swing Loan in proportion to its Revolving Commitment Percentage. Swing Loan Lender or Agent may, at any time, require the Lenders holding Revolving Commitments to fund such participations by means of a Settlement as provided for in Section 2.6(d) below. From and after the date, if any, on which any Lender holding a Revolving Commitment is required to fund, and funds, its participation in any Swing Loans purchased hereunder, Agent shall promptly distribute to such Lender its Revolving Commitment Percentage of all payments of principal and interest and all proceeds of Collateral received by Agent in respect of such Swing Loan; provided that no Lender holding a Revolving Commitment shall be obligated in any event to make Revolving Advances in an amount in excess of its Revolving Commitment Amount minus its Participation Commitment (taking into account any reallocations under Section 2.22) of the Maximum Undrawn Amount of all outstanding Letters of Credit.

2.5. Disbursement of Advance Proceeds. All Advances shall be disbursed from whichever office or other place Agent may designate from time to time and, together with any and all other Obligations of Borrowers to Agent or Lenders, shall be charged to Borrowers' Account on Agent's books. The proceeds of each Revolving Advance or Swing Loan requested by Borrowing Agent on behalf of any Borrower or deemed to have been requested by any Borrower under Sections 2.2(a), 2.6(b) or 2.14 hereof shall, (i) with respect to requested Revolving Advances, to the extent Lenders make such Revolving Advances in accordance with Section 2.2(a), 2.6(b) or 2.14 hereof, and with respect to Swing Loans made upon any request by Borrowing Agent for a Revolving Advance to the extent Swing Loan Lender makes such Swing Loan in accordance with Section 2.4(b) hereof, be made available to the applicable Borrower on the day so requested by way of credit to such Borrower's operating account at PNC, or such other bank as Borrowing Agent may designate following notification to Agent, in immediately available federal funds or other immediately available funds or, (ii) with respect to Revolving Advances deemed to have been requested by any Borrower or Swing Loans made upon any deemed request for a Revolving Advance by any Borrower, be disbursed to Agent to be applied to the outstanding Obligations giving rise to such deemed request. During the Term, Borrowers may use the Revolving Advances and Swing Loans by borrowing, prepaying and reborrowing, all in accordance with the terms and conditions hereof.

2.6. Making and Settlement of Advances.

(a) Each borrowing of Revolving Advances shall be advanced according to the applicable Revolving Commitment Percentages of Lenders holding the Revolving Commitments (subject to any contrary terms of Section 2.22). Each borrowing of Swing Loans shall be advanced by Swing Loan Lender alone.

(b) Promptly after receipt by Agent of a request or a deemed request for a Revolving Advance pursuant to Section 2.2(a) and, with respect to Revolving Advances, to the extent Agent elects not to provide a Swing Loan or the making of a Swing Loan would result in the aggregate amount of all outstanding Swing Loans exceeding the maximum amount permitted in Section 2.4(a), Agent shall notify Lenders holding the Revolving Commitments of its receipt of such request specifying the information provided by Borrowing Agent and the apportionment among Lenders of the requested Revolving Advance as determined by Agent in accordance with the terms hereof. Each Lender shall remit the principal amount of each Revolving Advance to Agent such that Agent is able to, and Agent shall, to the extent the applicable Lenders have made funds available to it for such purpose and subject to Section 8.2, fund such Revolving Advance to Borrowers in U.S. Dollars and immediately available funds at the Payment Office prior to the close of business, on the applicable borrowing date; providedthat if any applicable Lender fails to remit such funds to Agent in a timely manner, Agent may elect in its sole discretion to fund with its own funds the Revolving Advance of such Lender on such borrowing date, and such Lender shall be subject to the repayment obligation in Section 2.6(c) hereof.

(c) Unless Agent shall have been notified by telephone, confirmed in writing, by any Lender holding a Revolving Commitment that such Lender will not make the amount which would constitute its applicable Revolving Commitment Percentage of the requested Revolving Advance available to Agent, Agent may (but shall not be obligated to) assume that such Lender has made such amount available to Agent on such date in accordance with Section 2.6(b) and may, in reliance upon such assumption, make available to Borrowers a corresponding amount. In such event, if a Lender has not in fact made its applicable Revolving Commitment Percentage of the requested Revolving Advance available to Agent, then the applicable Lender and Borrowers severally agree to pay to Agent on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to Borrowers through but excluding the date of payment to Agent, at (i) in the case of a payment to be made by such Lender, the greater of (A) (x) the daily average Federal Funds Effective Rate (computed on the basis of a year of 360 days) during such period as quoted by Agent, times (y) such amount or (B) a rate determined by Agent in accordance with banking industry rules on interbank compensation, and (ii) in the case of a payment to be made by Borrower, the Revolving Interest Rate for Revolving Advances that are Domestic Rate Loans. If such Lender pays its share of the applicable Revolving Advance to Agent, then the amount so paid shall constitute such Lender’s Revolving Advance. Any payment by Borrowers shall be without prejudice to any claim Borrowers may have against a Lender holding a Revolving Commitment that shall have failed to make such payment to Agent. A certificate of Agent submitted to any Lender or Borrower with respect to any amounts owing under this paragraph (c) shall be conclusive, in the absence of manifest error.

(d) Agent, on behalf of Swing Loan Lender, shall demand settlement (a "Settlement") of all or any Swing Loans with Lenders holding the Revolving Commitments on at least a weekly basis, or on any more frequent date that Agent elects or that Swing Loan Lender at its option exercisable for any reason whatsoever may request, by notifying Lenders holding the Revolving Commitments of such requested Settlement by facsimile, telephonic or electronic transmission no later than 3:00 p.m. on the date of such requested Settlement (the "Settlement Date"). Subject to any contrary provisions of Section 2.22, each Lender holding a Revolving Commitment shall transfer the amount of such Lender's Revolving Commitment Percentage of the outstanding principal amount (plus interest accrued thereon to the extent requested by Agent) of the applicable Swing Loan with respect to which Settlement is requested by Agent, to such account of Agent as Agent may designate not later than 5:00 p.m. on such Settlement Date if requested by Agent by 3:00 p.m., otherwise not later than 5:00 p.m. on the next Business Day. Settlements may occur at any time notwithstanding that the conditions precedent to making Revolving Advances set forth in Section 8.2 have not been satisfied or the Revolving Commitments shall have otherwise been terminated at such time. All amounts so transferred to Agent shall be applied against the amount of outstanding Swing Loans and, when so applied shall constitute Revolving Advances of such Lenders accruing interest as Domestic Rate Loans. If any such amount is not transferred to Agent by any Lender holding a Revolving Commitment on such Settlement Date, Agent shall be entitled to recover such amount on demand from such Lender together with interest thereon as specified in Section 2.6(c).

(e) If any Lender or Participant (a "Benefited Lender") shall at any time receive any payment of all or part of its Advances, or interest thereon, or receive any Collateral in respect thereof (whether voluntarily or involuntarily or by set-off) in a greater proportion than any such payment to and Collateral received by any other Lender, if any, in respect of such other Lender's Advances, or interest thereon, and such greater proportionate payment or receipt of Collateral is not expressly permitted hereunder, such Benefited Lender shall purchase for cash from the other Lenders a participation in such portion of each such other Lender's Advances, or shall provide such other Lender with the benefits of any such Collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such Collateral or proceeds ratably with each of the other Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that each Lender so purchasing a portion of another Lender's Advances may exercise all rights of payment (including rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion, and the obligations owing to each such purchasing Lender in respect of such participation and such purchased portion of any other Lender's Advances shall be part of the Obligations secured by the Collateral, and the obligations owing to each such purchasing Lender in respect of such participation and such purchased portion of any other Lender's Advances shall be part of the Obligations secured by the Collateral.

2.7. Maximum Advances. The aggregate balance of Revolving Advances plus Swing Loans outstanding at any time shall not exceed the lesser of (a) the Maximum Revolving Advance Amount less the aggregate Maximum Undrawn Amount of all issued and outstanding Letters of Credit or (b) the Formula Amount.

2.8. Manner and Repayment of Advances.

(a) The Revolving Advances and Swing Loans shall be due and payable in full on the last day of the Term subject to earlier prepayment as herein provided. Notwithstanding the foregoing, all Advances shall be subject to earlier repayment upon (x) acceleration upon the occurrence of an Event of Default under this Agreement or (y) termination of this Agreement. Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the Advances shall be applied, first to the outstanding Swing Loans and next, pro rata according to the applicable Revolving Commitment Percentages of Lenders, to the outstanding Revolving Advances (subject to any contrary provisions of Section 2.22).

(b) Each Borrower recognizes that the amounts evidenced by checks, notes, drafts or any other items of payment relating to and/or proceeds of Collateral may not be collectible by Agent on the date received by Agent. Agent shall conditionally credit Borrowers' Account for each item of payment on the next Business Day after the Business Day on which such item of payment is received by Agent (and the Business Day on which each such item of payment is so credited shall be referred to, with respect to such item, as the "Application Date") Agent is not, however, required to credit Borrowers' Account for the amount of any item of payment which is unsatisfactory to Agent and Agent may charge Borrowers' Account for the amount of any item of payment which is returned, for any reason whatsoever, to Agent unpaid. Subject to the foregoing, Borrowers agree that for purposes of computing the interest charges under this Agreement, each item of payment received by Agent shall be deemed applied by Agent on account of the Obligations on its respective Application Date. Borrowers further agree that there is a monthly float charge payable to Agent for Agent's sole benefit, in an amount equal to (y) the face amount of all items of payment received during the prior month (including items of payment received by Agent as a wire transfer or electronic depository check) multiplied by (z) the Revolving Interest Rate with respect to Domestic Rate Loans for one (1) Business Day. All proceeds received by Agent shall be applied to the Obligations in accordance with Section 4.8(h).

(c) All payments of principal, interest and other amounts payable hereunder, or under any of the Other Documents shall be made to Agent at the Payment Office not later than 1:00 p.m. on the due date therefor in Dollars in federal funds or other funds immediately available to Agent. Agent shall have the right to effectuate payment of any and all Obligations due and owing hereunder by charging Borrowers' Account or by making Advances as provided in Section 2.2 hereof.

(d) Except as expressly provided herein, all payments (including prepayments) to be made by any Borrower on account of principal, interest, fees and other amounts payable hereunder shall be made without deduction, setoff or counterclaim and shall be made to Agent on behalf of Lenders to the Payment Office, in each case on or prior to 1:00 p.m., in Dollars and in immediately available funds.

2.9. Repayment of Excess Advances. If at any time the aggregate balance of outstanding Revolving Advances, Swing Loans, and/or Advances taken as a whole exceeds the maximum amount of such type of Advances and/or Advances taken as a whole (as applicable) permitted hereunder, such excess Advances shall be immediately due and payable without the necessity of any demand, at the Payment Office, whether or not a Default or an Event of Default has occurred.

2.10. Statement of Account. Agent shall maintain, in accordance with its customary procedures, a loan account ("Borrowers' Account") in the name of Borrowers in which shall be recorded the date and amount of each Advance made by Agent or Lenders and the date and amount of each payment in respect thereof; provided, however, the failure by Agent to record the date and amount of any Advance shall not adversely affect Agent or any Lender. Each month, Agent shall send to Borrowing Agent a statement showing the accounting for the Advances made, payments made or credited in respect thereof, and other transactions between Agent, Lenders and Borrowers during such month. The monthly statements shall be deemed correct and binding upon Borrowers in the absence of manifest error and shall constitute an account stated between Lenders and Borrowers unless Agent receives a written statement of Borrowers' specific exceptions thereto within thirty (30) days after such statement is received by Borrowing Agent. The records of Agent with respect to Borrowers' Account shall be conclusive evidence absent manifest error of the amounts of Advances and other charges thereto and of payments applicable thereto.

2.11. Letters of Credit.

(a) Subject to the terms and conditions hereof, Issuer shall issue or cause the issuance of standby letters of credit denominated in Dollars ("Letters of Credit") for the account of any Borrower except to the extent that the issuance thereof would then cause the sum of (i) the outstanding Revolving Advances plus (ii) the outstanding Swing Loans, plus (iii) the Maximum Undrawn Amount of all outstanding Letters of Credit, plus (iv) the Maximum Undrawn Amount of the Letter of Credit to be issued to exceed the lesser of (x) the Maximum Revolving Advance Amount or (y) the Formula Amount (calculated without giving effect to the deductions provided for in Section 2.1(a)(y)(iii)). The Maximum Undrawn Amount of all outstanding Letters of Credit shall not exceed in the aggregate at any time the Letter of Credit Sublimit. All disbursements or payments related to Letters of Credit shall be deemed to be Domestic Rate Loans consisting of Revolving Advances and shall bear interest at the Revolving Interest Rate for Domestic Rate Loans. Letters of Credit that have not been drawn upon shall not bear interest (but fees shall accrue in respect of outstanding Letters of Credit as provided in Section 3.2 hereof).

(b) Notwithstanding any provision of this Agreement, Issuer shall not be under any obligation to issue any Letter of Credit if (i) any order, judgment or decree of any Governmental Body or arbitrator shall by its terms purport to enjoin or restrain Issuer from issuing any Letter of Credit, or any Law applicable to Issuer or any request or directive (whether or not having the force of law) from any Governmental Body with jurisdiction over Issuer shall prohibit, or request that Issuer refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon Issuer with respect to the Letter of Credit any restriction, reserve or capital requirement (for which Issuer is not otherwise compensated hereunder) not in effect on the date of this Agreement, or shall impose upon Issuer any unreimbursed loss, cost or expense which was not applicable on the date of this Agreement, and which Issuer in good faith deems material to it, or (ii) the issuance of the Letter of Credit would violate one or more policies of Issuer applicable to letters of credit generally.

2.12. Issuance of Letters of Credit.

(a) Borrowing Agent, on behalf of any Borrower, may request Issuer to issue or cause the issuance of a Letter of Credit by delivering to Issuer, with a copy to Agent at the Payment Office, prior to 1:00 p.m., at least five (5) Business Days prior to the proposed date of issuance, such Issuer's form of Letter of Credit Application (the "Letter of Credit Application") completed to the satisfaction of Agent and Issuer; and, such other certificates, documents and other papers and information as Agent or Issuer may reasonably request. Issuer shall not issue any requested Letter of Credit if such Issuer has received notice from Agent or any Lender that one or more of the applicable conditions set forth in Section 8.2 of this Agreement have not been satisfied or the commitments of Lenders to make Revolving Advances hereunder have been terminated for any reason.

(b) Each Letter of Credit shall, among other things, (i) provide for the payment of sight drafts, or other written demands for payment, and (ii) have an expiry date not later than twelve (12) months after such Letter of Credit's date of issuance and in no event later than the last day of the Term. Each standby Letter of Credit shall be subject either to the Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce at the time a Letter of Credit is issued (the "UCP") or the International Standby Practices (International Chamber of Commerce Publication Number 590) (the "ISP98 Rules"), or any subsequent revision thereof at the time a standby Letter of Credit is issued, as determined by Issuer, and each trade Letter of Credit shall be subject to the UCP. In addition, no trade Letter of Credit may permit the presentation of an ocean bill of lading that includes a condition that the original bill of lading is not required to claim the goods shipped thereunder.

(c) Agent shall use its reasonable efforts to notify Lenders of the request by Borrowing Agent for a Letter of Credit hereunder.

2.13. Requirements For Issuance of Letters of Credit. Borrowing Agent shall authorize and direct any Issuer to name the applicable Borrower as the "Applicant" or "Account Party" of each Letter of Credit. If Agent is not the Issuer of any Letter of Credit, Borrowing Agent shall authorize and direct Issuer to deliver to Agent all instruments, documents, and other writings and property received by Issuer pursuant to the Letter of Credit and to accept and rely upon Agent's instructions and agreements with respect to all matters arising in connection with the Letter of Credit, the application therefor.

2.14. Disbursements, Reimbursement.

(a) Immediately upon the issuance of each Letter of Credit, each Lender holding a Revolving Commitment shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from Issuer a participation in each Letter of Credit and each drawing thereunder in an amount equal to such Lender's Revolving Commitment Percentage of the Maximum Undrawn Amount of such Letter of Credit (as in effect from time to time) and the amount of such drawing, respectively.

(b) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, Issuer will promptly notify Agent and Borrowing Agent. Regardless of whether Borrowing Agent shall have received such notice, Borrowers shall reimburse (such obligation to reimburse Issuer shall sometimes be referred to as a "Reimbursement Obligation") Issuer prior to 12:00 Noon, on each date that an amount is paid by Issuer under any Letter of Credit (each such date, a "Drawing Date") in an amount equal to the amount so paid by Issuer. In the event Borrowers fail to reimburse Issuer for the full amount of any drawing under any Letter of Credit by 12:00 Noon, on the Drawing Date, Issuer will promptly notify Agent and each Lender holding a Revolving Commitment thereof, and Borrowers shall be automatically deemed to have requested that a Revolving Advance maintained as a Domestic Rate Loan be made by Lenders to be disbursed on the Drawing Date under such Letter of Credit, and Lenders holding the Revolving Commitments shall be unconditionally obligated to fund such Revolving Advance (all whether or not the conditions specified in Section 8.2 are then satisfied or the commitments of Lenders to make Revolving Advances hereunder have been terminated for any reason) as provided for in Section 2.14(c) immediately below. Any notice given by Issuer pursuant to this Section 2.14(b) may be oral if promptly confirmed in writing; provided that the lack of such a confirmation shall not affect the conclusiveness or binding effect of such notice.

(c) Each Lender holding a Revolving Commitment shall upon any notice pursuant to Section 2.14(b) make available to Issuer through Agent at the Payment Office an amount in immediately available funds equal to its Revolving Commitment Percentage (subject to any contrary provisions of Section 2.22) of the amount of the drawing, whereupon the participating Lenders shall (subject to Section 2.14(d)) each be deemed to have made a Revolving Advance maintained as a Domestic Rate Loan to Borrowers in that amount. If any Lender holding a Revolving Commitment so notified fails to make available to Agent, for the benefit of Issuer, the amount of such Lender's Revolving Commitment Percentage of such amount by 2:00 p.m. on the Drawing Date, then interest shall accrue on such Lender's obligation to make such payment, from the Drawing Date to the date on which such Lender makes such payment (i) at a rate per annum equal to the Federal Funds Effective Rate during the first three (3) days following the Drawing Date and (ii) at a rate per annum equal to the rate applicable to Revolving Advances maintained as a Domestic Rate Loan on and after the fourth day following the Drawing Date. Agent and Issuer will promptly give notice of the occurrence of the Drawing Date, but failure of Agent or Issuer to give any such notice on the Drawing Date or in sufficient time to enable any Lender holding a Revolving Commitment to effect such payment on such date shall not relieve such Lender from its obligations under this Section 2.14(c), provided that such Lender shall not be obligated to pay interest as provided in Section 2.14(c)(i) and (ii) until and commencing from the date of receipt of notice from Agent or Issuer of a drawing.

(d) With respect to any unreimbursed drawing that is not converted into a Revolving Advance maintained as a Domestic Rate Loan to Borrowers in whole or in part as contemplated by Section 2.14(b), because of Borrowers' failure to satisfy the conditions set forth in Section 8.2 hereof (other than any notice requirements) or for any other reason, Borrowers shall be deemed to have incurred from Agent a borrowing (each a "Letter of Credit Borrowing") in the amount of such drawing. Such Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the rate per annum applicable to a Revolving Advance maintained as a Domestic Rate Loan. Each applicable Lender's payment to Agent pursuant to Section 2.14(c) shall be deemed to be a payment in respect of its participation in such Letter of Credit Borrowing and shall constitute a "Participation Advance" from such Lender in satisfaction of its Participation Commitment in respect of the applicable Letter of Credit under this Section 2.14.

(e) Each applicable Lender's Participation Commitment in respect of the Letters of Credit shall continue until the last to occur of any of the following events: (x) Issuer ceases to be obligated to issue or cause to be issued Letters of Credit hereunder; (y) no Letter of Credit issued or created hereunder remains outstanding and uncancelled; and (z) all Persons (other than Borrowers) have been fully reimbursed for all payments made under or relating to Letters of Credit.

2.15. Repayment of Participation Advances.

(a) Upon (and only upon) receipt by Agent for the account of Issuer of immediately available funds from Borrowers (i) in reimbursement of any payment made by Issuer or Agent under the Letter of Credit with respect to which any Lender has made a Participation Advance to Agent, or (ii) in payment of interest on such a payment made by Issuer or Agent under such a Letter of Credit, Agent will pay to each Lender holding a Revolving Commitment, in the same funds as those received by Agent, the amount of such Lender's Revolving Commitment Percentage of such funds, except Agent shall retain the amount of the Revolving Commitment Percentage of such funds of any Lender holding a Revolving Commitment that did not make a Participation Advance in respect of such payment by Agent (and, to the extent that any of the other Lender(s) holding the Revolving Commitment have funded any portion such Defaulting Lender's Participation Advance in accordance with the provisions of Section 2.22, Agent will pay over to such Non-Defaulting Lenders a pro rata portion of the funds so withheld from such Defaulting Lender).

(b) If Issuer or Agent is required at any time to return to any Borrower, or to a trustee, receiver, liquidator, custodian, or any official in any insolvency proceeding, any portion of the payments made by Borrowers to Issuer or Agent pursuant to Section 2.15(a) in reimbursement of a payment made under the Letter of Credit or interest or fee thereon, each applicable Lender shall, on demand of Agent, forthwith return to Issuer or Agent the amount of its Revolving Commitment Percentage of any amounts so returned by Issuer or Agent plus interest at the Federal Funds Effective Rate.

2.16. Documentation. Each Borrower agrees to be bound by the terms of the Letter of Credit Application and by Issuer's interpretations of any Letter of Credit issued on behalf of such Borrower and by Issuer's written regulations and customary practices relating to letters of credit, though Issuer's interpretations may be different from such Borrower's own. In the event of a conflict between the Letter of Credit Application and this Agreement, this Agreement shall govern. It is understood and agreed that, except in the case of gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment), Issuer shall not be liable for any error, negligence and/or mistakes, whether of omission or commission, in following Borrowing Agent's or any Borrower's instructions or those contained in the Letters of Credit or any modifications, amendments or supplements thereto.

2.17. Determination to Honor Drawing Request. In determining whether to honor any request for drawing under any Letter of Credit by the beneficiary thereof, Issuer shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit and that any other drawing condition appearing on the face of such Letter of Credit has been satisfied in the manner so set forth.

2.18. Nature of Participation and Reimbursement Obligations. The obligation of each Lender holding a Revolving Commitment in accordance with this Agreement to make the Revolving Advances or Participation Advances as a result of a drawing under a Letter of Credit, and the obligations of Borrowers to reimburse Issuer upon a draw under a Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Section 2.18 under all circumstances, including the following circumstances:

(i) any set-off, counterclaim, recoupment, defense or other right which such Lender or any Borrower, as the case may be, may have against Issuer, Agent, any Borrower or Lender, as the case may be, or any other Person for any reason whatsoever;

(ii) the failure of any Borrower or any other Person to comply, in connection with a Letter of Credit Borrowing, with the conditions set forth in this Agreement for the making of a Revolving Advance, it being acknowledged that such conditions are not required for the making of a Letter of Credit Borrowing and the obligation of Lenders to make Participation Advances under Section 2.14;

(iii) any lack of validity or enforceability of any Letter of Credit;

(iv) any claim of breach of warranty that might be made by any Borrower, Agent, Issuer or any Lender against the beneficiary of a Letter of Credit, or the existence of any claim, set-off, recoupment, counterclaim, cross-claim, defense or other right which any Borrower, Agent, Issuer or any Lender may have at any time against a beneficiary, any successor beneficiary or any transferee of any Letter of Credit or assignee of the proceeds thereof (or any Persons for whom any such transferee or assignee may be acting), Issuer, Agent or any Lender or any other Person, whether in connection with this Agreement, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between any Borrower or any Subsidiaries of such Borrower and the beneficiary for which any Letter of Credit was procured);

(v) the lack of power or authority of any signer of (or any defect in or forgery of any signature or endorsement on) or the form of or lack of validity, sufficiency, accuracy, enforceability or genuineness of any draft, demand, instrument, certificate or other document presented under or in connection with any Letter of Credit, or any fraud or alleged fraud in connection with any Letter of Credit, or the transport of any property or provision of services relating to a Letter of Credit, in each case even if Issuer or any of Issuer's Affiliates has been notified thereof;

(vi) payment by Issuer under any Letter of Credit against presentation of a demand, draft or certificate or other document which is forged or does not fully comply with the terms of such Letter of Credit (provided that the foregoing shall not excuse Issuer from any obligation under the terms of any applicable Letter of Credit to require the presentation of documents that on their face appear to satisfy any applicable requirements for drawing under such Letter of Credit prior to honoring or paying any such draw);

(vii) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, or any other Person having a role in any transaction or obligation relating to a Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit;

(viii) any failure by Issuer or any of Issuer's Affiliates to issue any Letter of Credit in the form requested by Borrowing Agent, unless Agent and Issuer have each received written notice from Borrowing Agent of such failure within three (3) Business Days after Issuer shall have furnished Agent and Borrowing Agent a copy of such Letter of Credit and such error is material and no drawing has been made thereon prior to receipt of such notice;

(ix) the occurrence of any Material Adverse Effect;

(x) any breach of this Agreement or any Other Document by any party thereto;

(xi) the occurrence or continuance of an insolvency proceeding with respect to any Borrower or any Guarantor;

(xii) the fact that a Default or an Event of Default shall have occurred and be continuing;

(xiii) the fact that the Term shall have expired or this Agreement or the obligations of Lenders to make Advances have been terminated; and

(xiv) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

2.19. Liability for Acts and Omissions.

(a) As between Borrowers and Issuer, Swing Loan Lender, Agent and Lenders, each Borrower assumes all risks of the acts and omissions of, or misuse of the Letters of Credit by, the respective beneficiaries of such Letters of Credit. In furtherance and not in limitation of the foregoing, Issuer shall not be responsible for: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for an issuance of any such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged (even if Issuer or any of its Affiliates shall have been notified thereof); (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) the failure of the beneficiary of any such Letter of Credit, or any other party to which such Letter of Credit may be transferred, to comply fully with any conditions required in order to draw upon such Letter of Credit or any other claim of any Borrower against any beneficiary of such Letter of Credit, or any such transferee, or any dispute between or among any Borrower and any beneficiary of any Letter of Credit or any such transferee; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, facsimile, telex or otherwise, whether or not they be in cipher; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof; (vii) the misapplication by the beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; or (viii) any consequences arising from causes beyond the control of Issuer, including any Governmental Acts, and none of the above shall affect or impair, or prevent the vesting of, any of Issuer's rights or powers hereunder. Nothing in the preceding sentence shall relieve Issuer from liability for Issuer's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment) in connection with actions or omissions described in such clauses (i) through (viii) of such sentence. In no event shall Issuer or Issuer's Affiliates be liable to any Borrower for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses (including without limitation attorneys' fees), or for any damages resulting from any change in the value of any property relating to a Letter of Credit.

(b) Without limiting the generality of the foregoing, Issuer and each of its Affiliates: (i) may rely on any oral or other communication believed in good faith by Issuer or such Affiliate to have been authorized or given by or on behalf of the applicant for a Letter of Credit; (ii) may honor any presentation if the documents presented appear on their face substantially to comply with the terms and conditions of the relevant Letter of Credit; (iii) may honor a previously dishonored presentation under a Letter of Credit, whether such dishonor was pursuant to a court order, to settle or compromise any claim of wrongful dishonor, or otherwise, and shall be entitled to reimbursement to the same extent as if such presentation had initially been honored, together with any interest paid by Issuer or its Affiliates; (iv) may honor any drawing that is payable upon presentation of a statement advising negotiation or payment, upon receipt of such statement (even if such statement indicates that a draft or other document is being delivered separately), and shall not be liable for any failure of any such draft or other document to arrive, or to conform in any way with the relevant Letter of Credit; (v) may pay any paying or negotiating bank claiming that it rightfully honored under the laws or practices of the place where such bank is located; and (vi) may settle or adjust any claim or demand made on Issuer or its Affiliate in any way related to any order issued at the applicant's request to an air carrier, a letter of guarantee or of indemnity issued to a steamship agent or carrier or any document or instrument of like import (each an "Order") and honor any drawing in connection with any Letter of Credit that is the subject of such Order, notwithstanding that any drafts or other documents presented in connection with such Letter of Credit fail to conform in any way with such Letter of Credit.

(c) In furtherance and extension and not in limitation of the specific provisions set forth above, any action taken or omitted by Issuer under or in connection with the Letters of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in good faith and without gross negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment), shall not put Issuer under any resulting liability to any Borrower, Agent or any Lender.

2.20. Mandatory Prepayments.

(a) Subject to Section 7.1 hereof, when any Borrower sells or otherwise disposes of any Collateral other than Inventory in the Ordinary Course of Business, Borrowers shall repay the Advances in an amount equal to the net proceeds of such sale (i.e., gross proceeds less the reasonable direct costs of such sales or other dispositions), such repayments to be made promptly but in no event more than three (3) Business Days following receipt of such net proceeds, and until the date of payment, such proceeds shall be held in trust for Agent. The foregoing shall not be deemed to be implied consent to any such sale otherwise prohibited by the terms and conditions hereof. Such repayments shall be applied to the outstanding Advances (including cash collateralization of all Obligations relating to any outstanding Letters of Credit in accordance with the provisions of Section 3.2(b), provided however that if no Default or Event of Default has occurred and is continuing, such repayments shall be applied to cash collateralize any Obligations related to outstanding Letters of Credit last) in such order as Agent may determine, subject to Borrowers' ability to re-borrow Revolving Advances in accordance with the terms hereof.

(b) In the event of (x) any issuance or other incurrence of Indebtedness (other than Indebtedness described in the definition of Permitted Indebtedness) by Borrowers, (y) the issuance of any Equity Interests by any Borrower, or (z) the receipt by any Borrower of the proceeds of any grant, Borrowers shall, no later than three (3) Business Days after the receipt by Borrowers of (i) the cash proceeds from any such issuance or incurrence of Indebtedness, (ii) the net cash proceeds of any issuance of Equity Interests, or (iii) the cash proceeds of any such grants, as applicable, repay the Advances in an amount equal to (x) one hundred percent (100%) of such cash proceeds in the case of such incurrence or issuance of Indebtedness, (y) one hundred percent (100%) of such net cash proceeds in the case of an issuance of Equity Interests, and (z) one hundred percent (100%) of such cash proceeds in the case of receipt of proceeds of grants. Such repayments will be applied in the same manner as set forth in Section 2.20(b) hereof. The foregoing requirements regarding proceeds of grants shall not apply to the extent that they would require Borrowers to violate the terms of any grant agreement restricting the use of proceeds of such grant.

(c) All proceeds received by Borrowers or Agent (i) under any insurance policy on account of damage or destruction of any assets or property of any Borrowers, or (ii) as a result of any taking or condemnation of any assets or property shall be applied in accordance with Section 6.6 hereof.

2.21. Use of Proceeds.

(a) Borrowers shall apply the proceeds of Advances to (i) repay existing indebtedness owed to Capital Source Bank, (ii) pay fees and expenses relating to this transaction, (iii) partially fund capital expenditures, and (iv) provide for its working capital needs and reimburse drawings under Letters of Credit.

(b) Without limiting the generality of Section 2.21(a) above, neither the Borrowers, the Guarantors nor any other Person which may in the future become party to this Agreement or the Other Documents as a Borrower or Guarantor, intends to use nor shall they use any portion of the proceeds of the Advances, directly or indirectly, for any purpose in violation of Applicable Law.

2.22. Defaulting Lender.

(a) Notwithstanding anything to the contrary contained herein, in the event any Lender is a Defaulting Lender, all rights and obligations hereunder of such Defaulting Lender and of the other parties hereto shall be modified to the extent of the express provisions of this Section 2.22 so long as such Lender is a Defaulting Lender.

(b) (i) except as otherwise expressly provided for in this Section 2.22, Revolving Advances shall be made pro rata from Lenders holding Revolving Commitments which are not Defaulting Lenders based on their respective Revolving Commitment Percentages, and no Revolving Commitment Percentage of any Lender or any pro rata share of any Revolving Advances required to be advanced by any Lender shall be increased as a result of any Lender being a Defaulting Lender. Amounts received in respect of principal of any type of Revolving Advances shall be applied to reduce such type of Revolving Advances of each Lender (other than any Defaulting Lender) holding a Revolving Commitment in accordance with their Revolving Commitment Percentages; provided, that, Agent shall not be obligated to transfer to a Defaulting Lender any payments received by Agent for Defaulting Lender’s benefit, nor shall a Defaulting Lender be entitled to the sharing of any payments hereunder (including any principal, interest or fees) . Amounts payable to a Defaulting Lender shall instead be paid to or retained by Agent. Agent may hold and, in its discretion, re-lend to a Borrower the amount of such payments received or retained by it for the account of such Defaulting Lender.

(ii) fees pursuant to Section 3.3(b) hereof shall cease to accrue in favor of such Defaulting Lender.

(iii) if any Swing Loans are outstanding or any Letters of Credit (or drawings under any Letter of Credit for which Issuer has not been reimbursed) are outstanding or exist at the time any such Lender holding a Revolving Commitment becomes a Defaulting Lender, then:

(A) Defaulting Lender's Participation Commitment in the outstanding Swing Loans and of the Maximum Undrawn Amount of all outstanding Letters of Credit shall be reallocated among Non-Defaulting Lenders holding Revolving Commitments in proportion to the respective Revolving Commitment Percentages of such Non-Defaulting Lenders to the extent (but only to the extent) that (x) such reallocation does not cause the aggregate sum of outstanding Revolving Advances made by any such Non-Defaulting Lender holding a Revolving Commitment plus such Lender's reallocated Participation Commitment in the outstanding Swing Loans plus such Lender's reallocated Participation Commitment in the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit to exceed the Revolving Commitment Amount of any such Non-Defaulting Lender, and (y) no Default or Event of Default has occurred and is continuing at such time;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, Borrowers shall within one Business Day following notice by Agent (x) first, prepay any outstanding Swing Loans that cannot be reallocated, and (y) second, cash collateralize for the benefit of Issuer, Borrowers' obligations corresponding to such Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit (after giving effect to any partial reallocation pursuant to clause (A) above) in accordance with Section 3.2(b) for so long as such Obligations are outstanding;

(C) if Borrowers cash collateralize any portion of such Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit pursuant to clause (B) above, Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.2(a) with respect to such Defaulting Lender's Revolving Commitment Percentage of Maximum Undrawn Amount of all Letters of Credit during the period such Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit are cash collateralized;

(D) if Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit is reallocated pursuant to clause (A) above, then the fees payable to Lenders holding Revolving Commitments pursuant to Section 3.2(a) shall be adjusted and reallocated to Non-Defaulting Lenders holding Revolving Commitments in accordance with such reallocation; and

(E) if all or any portion of such Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit is neither reallocated nor cash collateralized pursuant to clauses (A) or (B) above, then, without prejudice to any rights or remedies of Issuer or any other Lender hereunder, all Letter of Credit Fees payable under Section 3.2(a) with respect to such Defaulting Lender's Revolving Commitment Percentage of the Maximum Undrawn Amount of all Letters of Credit shall be payable to the Issuer (and not to such Defaulting Lender) until (and then only to the extent that) such Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit is reallocated and/or cash collateralized; and

(F) so long as any Lender holding a Revolving Commitment is a Defaulting Lender, Swing Loan Lender shall not be required to fund any Swing Loans and Issuer shall not be required to issue, amend or increase any Letter of Credit, unless such Issuer is satisfied that the related exposure and Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit and all Swing Loans (after giving effect to any such issuance, amendment, increase or funding) will be fully allocated to Non-Defaulting Lenders holding Revolving Commitments and/or cash collateral for such Letters of Credit will be provided by Borrowers in accordance with clause (A) and (B) above, and participating interests in any newly made Swing Loan or any newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 2.22(b)(iii)(A) above (and such Defaulting Lender shall not participate therein).

(c) A Defaulting Lender shall not be entitled to give instructions to Agent or to approve, disapprove, consent to or vote on any matters relating to this Agreement and the Other Documents, and all amendments, waivers and other modifications of this Agreement and the Other Documents may be made without regard to a Defaulting Lender and, for purposes of the definition of "Required Lenders", a Defaulting Lender shall not be deemed to be a Lender, to have any outstanding Advances or a Revolving Commitment Percentage.

(d) Other than as expressly set forth in this Section 2.22, the rights and obligations of a Defaulting Lender (including the obligation to indemnify Agent) and the other parties hereto shall remain unchanged. Nothing in this Section 2.22 shall be deemed to release any Defaulting Lender from its obligations under this Agreement and the Other Documents, shall alter such obligations, shall operate as a waiver of any default by such Defaulting Lender hereunder, or shall prejudice any rights which any Borrower, Agent or any Lender may have against any Defaulting Lender as a result of any default by such Defaulting Lender hereunder.

(e) In the event that Agent, Borrowers, Swing Loan Lender and Issuer agree in writing that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then Agent will so notify the parties hereto, and, if such cured Defaulting Lender is a Lender holding a Revolving Commitment, then Participation Commitments of Lenders holding Revolving Commitments (including such cured Defaulting Lender) of the Swing Loans and Maximum Undrawn Amount of all outstanding Letters of Credit shall be reallocated to reflect the inclusion of such Lender's Revolving Commitment, and on such date such Lender shall purchase at par such of the Revolving Advances of the other Lenders as Agent shall determine may be necessary in order for such Lender to hold such Revolving Advances in accordance with its Revolving Commitment Percentage.

(f) If Swing Loan Lender or Issuer has a good faith belief that any Lender holding a Revolving Commitment has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, Swing Loan Lender shall not be required to fund any Swing Loans and Issuer shall not be required to issue, amend or increase any Letter of Credit, unless Swing Loan Lender or Issuer, as the case may be, shall have entered into arrangements with Borrowers or such Lender, satisfactory to Swing Loan Lender or Issuer, as the case may be, to defease any risk to it in respect of such Lender hereunder.

2.23. Payment of Obligations. Agent may charge to Borrowers' Account as a Revolving Advance or, at the discretion of Swing Loan Lender, as a Swing Loan (i) all payments with respect to any of the Obligations required hereunder (including without limitation principal payments, payments of interest, payments of Letter of Credit Fees and all other fees provided for hereunder and payments under Sections 16.5 and 16.9) as and when each such payment shall become due and payable (whether as regularly scheduled, upon or after acceleration, upon maturity or otherwise), (ii) without limiting the generality of the foregoing clause (i), (a) all amounts expended by Agent or any Lender pursuant to Sections 4.2 or 4.3 hereof and (b) all expenses which Agent incurs in connection with the forwarding of Advance proceeds and the establishment and maintenance of any Blocked Accounts or Depository Accounts as provided for in Section 4.8(h), and (iii) any sums expended by Agent or any Lender due to any Borrower's failure to perform or comply with its obligations under this Agreement or any Other Document including any Borrower's obligations under Sections 3.3, 3.4, 4.4, 4.7, 6.4, 6.6, 6.7 and 6.8 hereof, and all amounts so charged shall be added to the Obligations and shall be secured by the Collateral. To the extent Revolving Advances are not actually funded by the other Lenders in respect of any such amounts so charged, all such amounts so charged shall be deemed to be Revolving Advances made by and owing to Agent and Agent shall be entitled to all rights (including accrual of interest) and remedies of a Lender under this Agreement and the Other Documents with respect to such Revolving Advances.

III. INTEREST AND FEES

3.1. Interest. Interest on Advances shall be payable in arrears on the first day of each month with respect to Domestic Rate Loans and, with respect to LIBOR Rate Loans, at the end of each Interest Period, provided further that all accrued and unpaid interest shall be due and payable at the end of the Term. Interest charges shall be computed on the actual principal amount of Advances outstanding during the month at a rate per annum equal to (i) with respect to Revolving Advances, the applicable Revolving Interest Rate, and (ii) with respect to Swing Loans, the Revolving Interest Rate for Domestic Rate Loans (as applicable, the "Contract Rate"). Except as expressly provided otherwise in this Agreement, any Obligations other than the Advances that are not paid when due shall accrue interest at the Revolving Interest Rate for Domestic Rate Loans, subject to the provision of the final sentence of this Section 3.1 regarding the Default Rate. Whenever, subsequent to the date of this Agreement, the Alternate Base Rate is increased or decreased, the applicable Contract Rate shall be similarly changed without notice or demand of any kind by an amount equal to the amount of such change in the Alternate Base Rate during the time such change or changes remain in effect. The LIBOR Rate shall be adjusted with respect to LIBOR Rate Loans without notice or demand of any kind on the effective date of any change in the Reserve Percentage as of such effective date. Upon and after the occurrence of an Event of Default, and during the continuation thereof, at the option of Agent or at the direction of Required Lenders (or, in the case of any Event of Default under Section 10.7, immediately and automatically upon the occurrence of any such Event of Default without the requirement of any affirmative action by any party), (i) the Obligations other than LIBOR Rate Loans shall bear interest at the applicable Contract Rate for Domestic Rate Loans plus two percent (2%) per annum and (ii) LIBOR Rate Loans shall bear interest at the Revolving Interest Rate for LIBOR Rate Loans plus two percent (2%) per annum (as applicable, the "Default Rate").

3.2. Letter of Credit Fees.

(a) Borrowers shall pay (x) to Agent, for the ratable benefit of Lenders holding Revolving Commitments, fees for each Letter of Credit for the period from and excluding the date of issuance of same to and including the date of expiration or termination, equal to the average daily face amount of each outstanding Letter of Credit multiplied by the Applicable Margin for Revolving Advances consisting of LIBOR Rate Loans, such fees to be calculated on the basis of a 360-day year for the actual number of days elapsed and to be payable quarterly in arrears on the first day of each calendar quarter and on the last day of the Term, and (y) to Issuer, a fronting fee of one quarter of one percent (0.25%) per annum times the average daily face amount of each outstanding Letter of Credit for the period from and excluding the date of issuance of same to and including the date of expiration or termination, to be payable quarterly in arrears on the first day of each calendar quarter and on the last day of the Term (all of the foregoing fees, the "Letter of Credit Fees"). In addition, Borrowers shall pay to Agent, for the benefit of Issuer, any and all administrative, issuance, amendment, payment and negotiation charges with respect to Letters of Credit and all fees and expenses as agreed upon by Issuer and the Borrowing Agent in connection with any Letter of Credit, including in connection with the opening, amendment or renewal of any such Letter of Credit and any acceptances created thereunder, all such charges, fees and expenses, if any, to be payable on demand. All such charges shall be deemed earned in full on the date when the same are due and payable hereunder and shall not be subject to rebate or pro- ration upon the termination of this Agreement for any reason. Any such charge in effect at the time of a particular transaction shall be the charge for that transaction, notwithstanding any subsequent change in Issuer's prevailing charges for that type of transaction. Upon and after the occurrence of an Event of Default, and during the continuation thereof, at the option of Agent or at the direction of Required Lenders (or, in the case of any Event of Default under Section 10.7, immediately and automatically upon the occurrence of any such Event of Default without the requirement of any affirmative action by any party), the Letter of Credit Fees described in clause (x) of this Section 3.2(a) shall be increased by an additional two percent (2.0%) per annum.

(b) At any time following the occurrence of an Event of Default, at the option of Agent or at the direction of Required Lenders (or, in the case of any Event of Default under Section 10.7, immediately and automatically upon the occurrence of such Event of Default, without the requirement of any affirmative action by any party), or upon the expiration of the Term or any other termination of this Agreement (and also, if applicable, in connection with any mandatory prepayment under Section 2.20), Borrowers will cause cash to be deposited and maintained in an account with Agent, as cash collateral, in an amount equal to one hundred and five percent (105%) of the Maximum Undrawn Amount of all outstanding Letters of Credit, and each Borrower hereby irrevocably authorizes Agent, in its discretion, on such Borrower's behalf and in such Borrower's name, to open such an account and to make and maintain deposits therein, or in an account opened by such Borrower, in the amounts required to be made by such Borrower, out of the proceeds of Receivables or other Collateral or out of any other funds of such Borrower coming into any Lender's possession at any time. Agent may, in its discretion, invest such cash collateral (less applicable reserves) in such short-term money-market items as to which Agent and such Borrower mutually agree (or, in the absence of such agreement, as Agent may reasonably select) and the net return on such investments shall be credited to such account and constitute additional cash collateral, or Agent may (notwithstanding the foregoing) establish the account provided for under this Section 3.2(b) as a non-interest bearing account and in such case Agent shall have no obligation (and Borrowers hereby waive any claim) under Article 9 of the Uniform Commercial Code or under any other Applicable Law to pay interest on such cash collateral being held by Agent. No Borrower may withdraw amounts credited to any such account except upon the occurrence of all of the following: (x) payment and performance in full of all Obligations; (y) expiration of all Letters of Credit; and (z) termination of this Agreement. Borrowers hereby assign, pledge and grant to Agent, for its benefit and the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on any such cash collateral and any right, title and interest of Borrowers in any deposit account, securities account or investment account into which such cash collateral may be deposited from time to time to secure the Obligations, specifically including all Obligations with respect to any Letters of Credit. Borrowers agree that upon the coming due of any Reimbursement Obligations (or any other Obligations, including Obligations for Letter of Credit Fees) with respect to the Letters of Credit, Agent may use such cash collateral to pay and satisfy such Obligations.

3.3. Closing Fee and Facility Fee.

(a) Upon the execution of this Agreement, Borrowers shall pay to Agent for Agent's sole benefit and account a closing fee of $175,000 less that portion of the deposit of $40,000 heretofore paid by Borrowers to Agent remaining after application of such fees to out of pocket costs and expenses.

(b) If, for any calendar quarter during the Term, the average daily unpaid balance of the sum of Revolving Advances plus Swing Loans plus the Maximum Undrawn Amount of all outstanding Letters of Credit for each day of such calendar quarter does not equal the Maximum Revolving Advance Amount, then Borrowers shall pay to Agent, for the ratable benefit of Lenders holding the Revolving Commitments based on their Revolving Commitment Percentages, a fee at a rate equal to one quarter of one percent (0.25%) per annum on the amount by which the Maximum Revolving Advance Amount exceeds such average daily unpaid balance (the "Facility Fee"). Such Facility Fee shall be payable to Agent in arrears on the first day of each calendar quarter with respect to the previous calendar quarter.

3.4. Collateral Monitoring Fee and Collateral Evaluation Fee.

(a) Borrowers shall pay Agent a collateral monitoring fee equal to $2,000 per month commencing on the first day of the month following the Closing Date and on the first day of each month thereafter during the Term. The collateral monitoring fee shall be deemed earned in full on the date when same is due and payable hereunder and shall not be subject to rebate or proration upon termination of this Agreement for any reason.

(b) Borrowers shall pay to Agent promptly at the conclusion of any collateral evaluation performed by or for the benefit of Agent - namely any field examination, collateral analysis or other business analysis permitted under Section 4.6, the need for which is to be determined by Agent and which evaluation is undertaken by Agent or for Agent's benefit - a collateral evaluation fee in an amount equal to $850 (or such other amount customarily charged by Agent to its customers) per day for each person employed to perform such evaluation, plus a per examination manager review fee (whether such examination is performed by Agent's employees or by a third party retained by agent) in the amount of $1,300 (or such other amount customarily charged by Agent to its customers), plus all reasonable costs and disbursements incurred by Agent in the performance of such examination or analysis, and further provided that if third parties are retained to perform such collateral evaluations, either at the request of another Lender or for extenuating reasons determined by Agent in its Permitted Discretion, then such fees charged by such third parties plus all costs and disbursements incurred by such third party, shall be the responsibility of Borrower and shall not be subject to the foregoing limits, provided that all such fees, costs and disbursements shall be reasonable and further provided that such third party collateral evaluations shall not be duplicative of evaluations otherwise performed by Agent hereunder. So long as no Event of Default has occurred and is continuing, the Borrower shall only be required to bear the cost of and reimburse Agent and the Lenders for the costs and expenses of four (4) such collective visits and examinations per fiscal year by Agent and each Lender that wishes to accompany Agent on such visit and examination.

3.5. Computation of Interest and Fees. Interest and fees hereunder shall be computed on the basis of a year of 360 days and for the actual number of days elapsed. If any payment to be made hereunder becomes due and payable on a day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day and interest thereon shall be payable at the applicable Contract Rate during such extension.

3.6. Maximum Charges. In no event whatsoever shall interest and other charges charged hereunder exceed the highest rate permissible under Applicable Law. In the event interest and other charges as computed hereunder would otherwise exceed the highest rate permitted under Applicable Law: (i) the interest rates hereunder will be reduced to the maximum rate permitted under Applicable Law; (ii) such excess amount shall be first applied to any unpaid principal balance owed by Borrowers; and (iii) if the then remaining excess amount is greater than the previously unpaid principal balance, Lenders shall promptly refund such excess amount to Borrowers and the provisions hereof shall be deemed amended to provide for such permissible rate.

3.7. Increased Costs. In the event that any Applicable Law or any Change in Law or compliance by any Lender (for purposes of this Section 3.7, the term "Lender" shall include Agent, Swing Loan Lender, any Issuer or Lender and any corporation or bank controlling Agent, Swing Loan Lender, any Lender or Issuer and the office or branch where Agent, Swing Loan Lender, any Lender or Issuer (as so defined) makes or maintains any LIBOR Rate Loans) with any request or directive (whether or not having the force of law) from any central bank or other financial, monetary or other authority, shall:

(a) subject Agent, Swing Loan Lender, any Lender or Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any LIBOR Rate Loan, or change the basis of taxation of payments to Agent, Swing Loan Lender, such Lender or Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.10 and the imposition of, or any change in the rate of, any Excluded Tax payable by Agent, Swing Loan Lender, such Lender or the Issuer);

(b) impose, modify or deem applicable any reserve, special deposit, assessment, special deposit, compulsory loan, insurance charge or similar requirement against assets held by, or deposits in or for the account of, advances or loans by, or other credit extended by, any office of Agent, Swing Loan Lender, Issuer or any Lender, including pursuant to Regulation D of the Board of Governors of the Federal Reserve System; or

(c) impose on Agent, Swing Loan Lender, any Lender or Issuer or the London interbank LIBOR market any other condition, loss or expense (other than Taxes) affecting this Agreement or any Other Document or any Advance made by any Lender, or any Letter of Credit or participation therein;

and the result of any of the foregoing is to increase the cost to Agent, Swing Loan Lender, any Lender or Issuer of making, converting to, continuing, renewing or maintaining its Advances hereunder by an amount that Agent, Swing Loan Lender, such Lender or Issuer deems to be material or to reduce the amount of any payment (whether of principal, interest or otherwise) in respect of any of the Advances by an amount that Agent, Swing Loan Lender or such Lender or Issuer deems to be material, then, in any case Borrowers shall promptly pay Agent, Swing Loan Lender, such Lender or Issuer, upon its demand, such additional amount as will compensate Agent, Swing Loan Lender or such Lender or Issuer for such additional cost or such reduction, as the case may be, provided that the foregoing shall not apply to increased costs which are reflected in the LIBOR Rate, as the case may be. Agent, Swing Loan Lender, such Lender or Issuer shall certify the amount of such additional cost or reduced amount to Borrowing Agent, and such certification shall be conclusive absent manifest error.

3.8. Basis For Determining Interest Rate Inadequate or Unfair. In the event that Agent or any Lender shall have determined that:

(a) reasonable means do not exist for ascertaining the LIBOR Rate applicable pursuant to Section 2.2 hereof for any Interest Period; or

(b) Dollar deposits in the relevant amount and for the relevant maturity are not available in the London interbank LIBOR market, with respect to an outstanding LIBOR Rate Loan, a proposed LIBOR Rate Loan, or a proposed conversion of a Domestic Rate Loan into a LIBOR Rate Loan; or

(c) the making, maintenance or funding of any LIBOR Rate Loan has been made impracticable or unlawful by compliance by Agent or such Lender in good faith with any Applicable Law or any interpretation or application thereof by any Governmental Body or with any request or directive of any such Governmental Body (whether or not having the force of law),

then Agent shall give Borrowing Agent prompt written or telephonic notice of such determination. If such notice is given, (i) any such requested LIBOR Rate Loan shall be made as a Domestic Rate Loan, unless Borrowing Agent shall notify Agent no later than 1:00 p.m. two
(2) Business Days prior to the date of such proposed borrowing, that its request for such borrowing shall be cancelled or made as an unaffected type of LIBOR Rate Loan, (ii) any Domestic Rate Loan or LIBOR Rate Loan which was to have been converted to an affected type of LIBOR Rate Loan shall be continued as or converted into a Domestic Rate Loan, or, if Borrowing Agent shall notify Agent, no later than 1:00 p.m. two (2) Business Days prior to the proposed conversion, shall be maintained as an unaffected type of LIBOR Rate Loan, and (iii) any outstanding affected LIBOR Rate Loans shall be converted into a Domestic Rate Loan, or, if Borrowing Agent shall notify Agent, no later than 1:00 p.m. two (2) Business Days prior to the last Business Day of the then current Interest Period applicable to such affected LIBOR Rate Loan, shall be converted into an unaffected type of LIBOR Rate Loan, on the last Business Day of the then current Interest Period for such affected LIBOR Rate Loans (or sooner, if any Lender cannot continue to lawfully maintain such affected LIBOR Rate Loan). Until such notice has been withdrawn, Lenders shall have no obligation to make an affected type of LIBOR Rate Loan or maintain outstanding affected LIBOR Rate Loans and no Borrower shall have the right to convert a Domestic Rate Loan or an unaffected type of LIBOR Rate Loan into an affected type of LIBOR Rate Loan.

3.9. Capital Adequacy.

(a) In the event that Agent, Swing Loan Lender or any Lender shall have determined that any Applicable Law or guideline regarding capital adequacy, or any Change in Law or any change in the interpretation or administration thereof by any Governmental Body, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by Agent, Swing Loan Lender, Issuer or any Lender (for purposes of this Section 3.9, the term "Lender" shall include Agent, Swing Loan Lender, Issuer or any Lender and any corporation or bank controlling Agent , Swing Loan Lender or any Lender and the office or branch where Agent , Swing Loan Lender or any Lender (as so defined) makes or maintains any LIBOR Rate Loans) with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on Agent, Swing Loan Lender or any Lender's capital as a consequence of its obligations hereunder (including the making of any Swing Loans) to a level below that which Agent , Swing Loan Lender or such Lender could have achieved but for such adoption, change or compliance (taking into consideration Agent's, Swing Loan Lender's and each Lender's policies with respect to capital adequacy) by an amount deemed by Agent, Swing Loan Lender or any Lender to be material, then, from time to time, Borrowers shall pay upon demand to Agent , Swing Loan Lender or such Lender such additional amount or amounts as will compensate Agent , Swing Loan Lender or such Lender for such reduction. In determining such amount or amounts, Agent, Swing Loan Lender or such Lender may use any reasonable averaging or attribution methods. The protection of this Section 3.9 shall be available to Agent, Swing Loan Lender and each Lender regardless of any possible contention of invalidity or inapplicability with respect to the Applicable Law, rule, regulation, guideline or condition.

(b) A certificate of Agent, Swing Loan Lender or such Lender setting forth such amount or amounts as shall be necessary to compensate Agent, Swing Loan Lender or such Lender with respect to Section 3.9(a) hereof when delivered to Borrowing Agent shall be conclusive absent manifest error.

3.10. Taxes.

(a) Any and all payments by or on account of any Obligations hereunder or under any Other Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if Borrowers shall be required by Applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) Agent, Swing Loan Lender, Lender, Issuer or Participant, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) Borrowers shall make such deductions and (iii) Borrowers shall timely pay the full amount deducted to the relevant Governmental Body in accordance with Applicable Law.

(b) Without limiting the provisions of Section 3.10(a) above, Borrowers shall timely pay (except as shall be Properly Contested) any Other Taxes to the relevant Governmental Body in accordance with Applicable Law.

(c) Each Borrower shall indemnify Agent, Swing Loan Lender, each Lender, Issuer and any Participant, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by Agent, Swing Loan Lender, such Lender, Issuer, or such Participant, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto. A certificate as to the amount of such payment or liability delivered to Borrowers by any Lender, Swing Loan Lender, Participant, or Issuer (with a copy to Agent), or by Agent on its own behalf or on behalf of Swing Loan Lender, a Lender or Issuer, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by any Borrower to a Governmental Body, Borrowers shall deliver to Agent the original or a certified copy of a receipt issued by such Governmental Body evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to Agent.

(e) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is resident for tax purposes, or under any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any Other Document shall deliver to Borrowers (with a copy to Agent), at the time or times prescribed by Applicable Law or reasonably requested by Borrowers or Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. Notwithstanding the submission of such documentation claiming a reduced rate of or exemption from U.S. withholding tax, Agent shall be entitled to withhold United States federal income taxes at the full 30% withholding rate if in its reasonable judgment it is required to do so under the due diligence requirements imposed upon a withholding agent under § 1.1441-7(b) of the United States Income Tax Regulations or other Applicable Law. Further, Agent is indemnified under § 1.1461-1(e) of the United States Income Tax Regulations against any claims and demands of any Lender, Issuer or assignee or participant of a Lender or Issuer for the amount of any tax it deducts and withholds in accordance with regulations under § 1441 of the Code. In addition, any Lender, if requested by Borrowers or Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrowers or Agent as will enable Borrowers or Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Without limiting the generality of the foregoing, in the event that any Borrower is resident for tax purposes in the United States of America, any Foreign Lender (or other Lender) shall deliver to Borrowers and Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender (or other Lender) becomes a Lender under this Agreement (and from time to time thereafter upon the request of Borrowers or Agent, but only if such Foreign Lender (or other Lender) is legally entitled to do so), whichever of the following is applicable: two (2) duly completed valid originals of IRS Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(i) two (2) duly completed valid originals of IRS Form W-8ECI,

(ii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of Borrowers within the meaning of section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (y) two duly completed valid originals of IRS Form W-8BEN,

(iii) any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrowers to determine the withholding or deduction required to be made, or

(iv) To the extent that any Lender is not a Foreign Lender, such Lender shall submit to Agent two (2) originals of an IRS Form W-9 or any other form prescribed by Applicable Law demonstrating that such Lender is not a Foreign Lender.

(f) If a payment made to a Lender, Swing Loan Lender, Participant, Issuer, or Agent under this Agreement or any Other Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Person fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender, Swing Loan Lender, Participant, Issuer, or Agent shall deliver to the Agent (in the case of Swing Loan Lender, a Lender, Participant or Issuer) and Borrowers (A) a certification signed by the chief financial officer, principal accounting officer, treasurer or controller of such Person, and (B) other documentation reasonably requested by Agent or any Borrower sufficient for Agent and Borrowers to comply with their obligations under FATCA and to determine that Swing Loan Lender, such Lender, Participant, Issuer, or Agent has complied with such applicable reporting requirements.

3.11. Replacement of Lenders. If any Lender (an "Affected Lender") (a) makes demand upon Borrowers for (or if Borrowers are otherwise required to pay) amounts pursuant to Section 3.7 or 3.9 hereof, (b) is unable to make or maintain LIBOR Rate Loans as a result of a condition described in Section 2.2(h) hereof, (c) is a Defaulting Lender, or (d) denies any consent requested by the Agent pursuant to Section 16.2(b) hereof, Borrowers may, within ninety (90) days of receipt of such demand, notice (or the occurrence of such other event causing Borrowers to be required to pay such compensation or causing Section 2.2(h) hereof to be applicable), or such Lender becoming a Defaulting Lender or denial of a request by Agent pursuant to Section 16.2(b) hereof, as the case may be, by notice in writing to the Agent and such Affected Lender
(i) request the Affected Lender to cooperate with Borrowers in obtaining a replacement Lender satisfactory to Agent and Borrowers (the "Replacement Lender"); (ii) request the non-Affected Lenders to acquire and assume all of the Affected Lender's Advances and its Revolving Commitment Percentage, as provided herein, but none of such Lenders shall be under any obligation to do so; or (iii) propose a Replacement Lender subject to approval by Agent in its good faith business judgment. If any satisfactory Replacement Lender shall be obtained, and/or if any one or more of the non-Affected Lenders shall agree to acquire and assume all of the Affected Lender's Advances and its Revolving Commitment Percentage, then such Affected Lender shall assign, in accordance with Section 16.3 hereof, all of its Advances and its Revolving Commitment Percentage, and other rights and obligations under this Loan Agreement and the Other Documents to such Replacement Lender or non-Affected Lenders, as the case may be, in exchange for payment of the principal amount so assigned and all interest and fees accrued on the amount so assigned, *plus* all other Obligations then due and payable to the Affected Lender.

4.1. Security Interest in the Collateral. To secure the prompt payment and performance to Agent, Issuer and each Lender (and each other holder of any Obligations) of the Obligations, each Borrower hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, Issuer and each other Secured Party, a continuing security interest in and to and Lien on all of its Collateral, whether now owned or existing or hereafter created, acquired or arising and wheresoever located. Each Borrower shall mark its books and records as may be necessary or appropriate to evidence, protect and perfect Agent's security interest and shall cause its financial statements to reflect such security interest. Each Borrower shall provide Agent with written notice of all commercial tort claims promptly upon the occurrence of any events giving rise to any such claim(s) (regardless of whether legal proceedings have yet been commenced), such notice to contain a brief description of the claim(s), the events out of which such claim(s) arose and the parties against which such claims may be asserted and, if applicable in any case where legal proceedings regarding such claim(s) have been commenced, the case title together with the applicable court and docket number. Upon delivery of each such notice, such Borrower shall be deemed to thereby grant to Agent a security interest and lien in and to such commercial tort claims described therein and all proceeds thereof. Each Borrower shall provide Agent with written notice promptly upon becoming the beneficiary under any letter of credit or otherwise obtaining any right, title or interest in any letter of credit rights, and at Agent's request shall take such actions as Agent may reasonably request for the perfection of Agent's security interest therein.

4.2. Perfection of Security Interest. Each Borrower shall take all commercially reasonable action that may be necessary or desirable, or that Agent may reasonably request, so as at all times to maintain the validity, perfection, enforceability and priority of Agent's security interest in and Lien on the Collateral or to enable Agent to protect, exercise or enforce its rights hereunder and in the Collateral, including, but not limited to, (i) promptly discharging all Liens other than Permitted Encumbrances, (ii) obtaining Lien Waiver Agreements, (iii) delivering to Agent, endorsed or accompanied by such instruments of assignment as Agent may specify, and stamping or marking, in such manner as Agent may specify, any and all chattel paper, instruments, letters of credits and advices thereof and documents evidencing or forming a part of the Collateral, (iv) entering into warehousing, lockbox, customs and freight agreements and other custodial arrangements satisfactory to Agent, and (v) executing and delivering financing statements, control agreements, instruments of pledge, mortgages, notices and assignments, in each case in form and substance satisfactory to Agent, relating to the creation, validity, perfection, maintenance or continuation of Agent's security interest and Lien under the Uniform Commercial Code or other Applicable Law. By its signature hereto, each Borrower hereby authorizes Agent to file against such Borrower, one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form and substance satisfactory to Agent (which statements may have a description of collateral which is broader than that set forth herein, including without limitation a description of Collateral as "all assets" and/or "all personal property" of any Borrower). All charges, expenses and fees Agent may incur in doing any of the foregoing, and any local taxes relating thereto, shall be charged to Borrowers' Account as a Revolving Advance of a Domestic Rate Loan and added to the Obligations, or, at Agent's option, shall be paid by Borrowers to Agent for its benefit and for the ratable benefit of Lenders promptly upon demand.

4.3. Preservation of Collateral. Following the occurrence of a Default or Event of Default, in addition to the rights and remedies set forth in Section 11.1 hereof, Agent: (a) may at any time take such steps as Agent deems necessary to protect Agent's interest in and to preserve the Collateral, including the hiring of security guards or the placing of other security protection measures as Agent may deem appropriate; (b) may employ and maintain at any of any Borrower's premises a custodian who shall have full authority to do all acts necessary to protect Agent's interests in the Collateral; (c) may lease warehouse facilities to which Agent may move all or part of the Collateral; (d) may use any Borrower's owned or leased lifts, hoists, trucks and other facilities or equipment for handling or removing the Collateral; and (e) shall have, and is hereby granted, a right of ingress and egress to the places where the Collateral is located, and may proceed over and through any of Borrowers' owned or leased property. Each Borrower shall cooperate fully with all of Agent's efforts to preserve the Collateral and will take such actions to preserve the Collateral as Agent may reasonably direct. All of Agent's reasonable expenses of preserving the Collateral, including any expenses relating to the bonding of a custodian, shall be charged to Borrowers' Account as a Revolving Advance maintained as a Domestic Rate Loan and added to the Obligations.

4.4. Ownership and Location of Collateral.

(a) With respect to the Collateral, at the time the Collateral becomes subject to Agent's security interest: (i) each Borrower shall be the sole owner of and fully authorized and able to sell, transfer, pledge and/or grant a first priority security interest in each and every item of its respective Collateral to Agent; and, except for Permitted Encumbrances the Collateral shall be free and clear of all Liens whatsoever; (ii) each document and agreement executed by each Borrower or delivered to Agent or any Lender in connection with such Collateral shall be true and correct in all material respects; (iii) all signatures and endorsements of each Borrower that appear on such documents and agreements shall be genuine and each Borrower shall have full capacity to execute same; and (iv) each Borrower's equipment shall be located as set forth on Schedule 4.4, as such Schedule may be updated from time to time, and shall not be removed from such location(s) without the prior written consent of Agent except with respect to the sale or disposition of property in the Ordinary Course of Business and equipment to the extent permitted in Section 7.1(b) hereof.

(b) (i) There is no location at which any Borrower has any Collateral other than those locations listed on Schedule 4.4; (ii) Schedule 4.4 hereto sets forth a correct and complete list as of the Closing Date of (A) each place of business of each Borrower and (B) the chief executive office of each Borrower; and (iii) Schedule 4.4 hereto sets forth a correct and complete list as of the Closing Date of the location, by state and street address, of all Real Property owned or leased by each Borrower, identifying which properties are owned and which are leased, together with the names and addresses of any landlords.

4.5. Defense of Agent's and Lenders' Interests. Until (a) payment and performance in full of all of the Obligations and (b) termination of this Agreement, Agent's interests in the Collateral shall continue in full force and effect. During such period no Borrower shall, without Agent's prior written consent, pledge, sell (except for sales or other dispositions otherwise permitted in Section 7.1(b) hereof), assign, transfer, create or suffer to exist a Lien upon or encumber or allow or suffer to be encumbered in any way except for Permitted Encumbrances, any part of the Collateral. Each Borrower shall defend Agent's interests in the Collateral against any and all Persons whatsoever. At any time following demand by Agent for payment of all Obligations, Agent shall have the right to take possession of the indicia of the Collateral and the Collateral in whatever physical form contained, including: labels, stationery, documents, instruments and advertising materials. If Agent exercises this right to take possession of the Collateral, Borrowers shall, upon demand, assemble it in the best manner possible and make it available to Agent at a place reasonably convenient to Agent. In addition, with respect to all Collateral, Agent and Lenders shall be entitled to all of the rights and remedies set forth herein and further provided by the Uniform Commercial Code or other Applicable Law. Each Borrower shall, and Agent may, at its option, instruct all suppliers, carriers, forwarders, warehousers or others receiving or holding cash, checks, Inventory, documents or instruments in which Agent holds a security interest to deliver same to Agent and/or subject to Agent's order and if they shall come into any Borrower's possession, they, and each of them, shall be held by such Borrower in trust as Agent's trustee, and such Borrower will promptly deliver them to Agent in their original form together with any necessary endorsement.

4.6. Inspection of Premises. Subject to Section 3.4(b), at such reasonable times and from time to time as Agent or any Lender may request, Agent and each Lender shall have the right to audit, check, inspect and make abstracts and copies from each Borrower's books, records, audits, correspondence and all other papers relating to the Collateral and the operation of each Borrower's business; provided, however, that prior written notice of any such visit, inspection, or examination shall be provided to Borrower and such visit, inspection or examination shall be performed at reasonable times to be agreed to by Borrower, which agreement will not be unreasonably withheld. Agent, any Lender and their agents may enter upon any premises of any Borrower, subject to Section 3.4(b) and this Section 4.6, for the purposes of such visits, inspection or examinations. If an Event of Default shall have occurred and be continuing, Agent, any Lender and their agents may enter upon any premises of any Borrower, at any time during business hours and at any other reasonable time, and from time to time as often as Agent shall elect in its sole discretion, for the purpose of inspecting the Collateral and any and all records pertaining thereto and the operation of such Borrower's business.

4.7. Reserved.

4.8. Receivables; Deposit Accounts and Securities Accounts.

(a) Each of the Receivables shall be a bona fide and valid account representing a bona fide indebtedness incurred by the Customer therein named, for a fixed sum as set forth in the invoice relating thereto (provided immaterial or unintentional invoice errors shall not be deemed to be a breach hereof) with respect to an absolute sale or lease and delivery of goods upon stated terms of a Borrower, or work, labor or services theretofore rendered by a Borrower as of the date each Receivable is created. Same shall be due and owing in accordance with the applicable Borrower's standard terms of sale without dispute, setoff or counterclaim except as may be stated on the accounts receivable schedules delivered by Borrowers to Agent.

(b) Each Customer, to the best of each Borrower's knowledge, as of the date each Receivable is created, is and will be solvent and able to pay all Receivables on which the Customer is obligated in full when due. With respect to such Customers of any Borrower who are not solvent, such Borrower has set up on its books and in its financial records bad debt reserves adequate to cover such Receivables.

(c) Each Borrower's chief executive office is located as set forth on Schedule 4.4(b)(iii). Until written notice is given to Agent by Borrowing Agent of any other office at which any Borrower keeps its records pertaining to Receivables, all such records shall be kept at such executive office, with backup data storage maintained at Borrower's places of business located at Hampton, VA and Pittsburg, PA, as set forth on Schedule 4.4.

(d) Borrowers shall instruct their Customers to deliver all remittances upon Receivables (whether paid by check or by wire transfer of funds) to such Blocked Account(s) and/or Depository Accounts (and any associated lockboxes) as Agent shall designate from time to time as contemplated by Section 4.8(h) or as otherwise agreed to from time to time by Agent. Notwithstanding the foregoing, to the extent any Borrower directly receives any remittances upon Receivables, such Borrower shall, at such Borrower's sole cost and expense, but on Agent's behalf and for Agent's account, collect as Agent's property and in trust for Agent all amounts received on Receivables, and shall not commingle such collections with any Borrower's funds or use the same except to pay Obligations, and shall as soon as possible and in any event no later than one (1) Business Day after the receipt thereof (i) in the case of remittances paid by check, deposit all such remittances in their original form (after supplying any necessary endorsements) and (ii) in the case of remittances paid by wire transfer of funds, transfer all such remittances, in each case, into such Blocked Accounts(s) and/or Depository Account(s). Each Borrower shall deposit in the Blocked Account and/or Depository Account or, upon request by Agent, deliver to Agent, in original form and on the date of receipt thereof, all checks, drafts, notes, money orders, acceptances, cash and other evidences of Indebtedness.

(e) At any time following the occurrence of an Event of Default or a Default, or when Agent reasonably believes that proceeds of Collateral are being diverted, Agent shall have the right to send notice of the assignment of, and Agent's security interest in and Lien on, the Receivables to any and all Customers or any third party holding or otherwise concerned with any of the Collateral. Thereafter, Agent shall have the sole right to collect the Receivables, take possession of the Collateral, or both. Agent's actual collection expenses, including, but not limited to, stationery and postage, telephone, facsimile, telegraph, secretarial and clerical expenses and the salaries of any collection personnel used for collection, may be charged to Borrowers' Account and added to the Obligations.

(f) Agent shall have the right to receive, endorse, assign and/or deliver in the name of Agent or any Borrower any and all checks, drafts and other instruments for the payment of money relating to the Receivables, and each Borrower hereby waives notice of presentment, protest and non-payment of any instrument so endorsed. Each Borrower hereby constitutes Agent or Agent's designee as such Borrower's attorney with power (i) at any time: (A) to endorse such Borrower's name upon any notes, acceptances, checks, drafts, money orders or other evidences of payment or Collateral; (B) to sign such Borrower's name on any invoice or bill of lading relating to any of the Receivables, drafts against Customers, assignments and verifications of Receivables; (C) to send verifications of Receivables to any Customer; (D) to sign such Borrower's name on all financing statements or any other documents or instruments deemed necessary or appropriate by Agent to preserve, protect, or perfect Agent's interest in the Collateral and to file same; and (E) to receive, open and dispose of all mail addressed to any Borrower at any post office box/lockbox maintained by Agent for Borrowers or at any other business premises of Agent; and (ii) at any time following the occurrence of a Default or an Event of Default: (A) to demand payment of the Receivables; (B) to enforce payment of the Receivables by legal proceedings or otherwise; (C) to exercise all of such Borrower's rights and remedies with respect to the collection of the Receivables and any other Collateral; (D) to sue upon or otherwise collect, extend the time of payment of, settle, adjust, compromise, extend or renew the Receivables; (E) to settle, adjust or compromise any legal proceedings brought to collect Receivables; (F) to prepare, file and sign such Borrower's name on a proof of claim in bankruptcy or similar document against any Customer; (G) to prepare, file and sign such Borrower's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables; (H) to accept the return of goods represented by any of the Receivables; (I) to change the address for delivery of mail addressed to any Borrower to such address as Agent may designate; and (J) to do all other acts and things necessary to carry out this Agreement. All acts of said attorney or designee are hereby ratified and approved, and said attorney or designee shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or of law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

(g) Neither Agent nor any Lender shall, under any circumstances or in any event whatsoever, have any liability for any error or omission or delay of any kind occurring in the settlement, collection or payment of any of the Receivables or any instrument received in payment thereof, or for any damage resulting therefrom.

(h) All proceeds of Collateral shall be deposited by Borrowers into either (i) a lockbox account, dominion account or such other "blocked account" ("Blocked Accounts") established at a bank or banks (each such bank, a "Blocked Account Bank") pursuant to an arrangement with such Blocked Account Bank as may be acceptable to Agent or (ii) depository accounts ("Depository Accounts") established at Agent for the deposit of such proceeds. Each applicable Borrower, Agent and each Blocked Account Bank shall enter into a deposit account control agreement in form and substance satisfactory to Agent that is sufficient to give Agent "control" (for purposes of Articles 8 and 9 of the Uniform Commercial Code) over such accounts and which directs such Blocked Account Bank to transfer such funds so deposited on a daily basis or at other times acceptable to Agent to Agent, either to any account maintained by Agent at said Blocked Account Bank or by wire transfer to appropriate account(s) at Agent; provided, however, that Borrowers shall not be required to give "control" to Agent with respect to any Excluded Accounts. All funds deposited in such Blocked Accounts or Depository Accounts shall immediately become subject to the security interest of Agent for its own benefit and the ratable benefit of Issuer, Lenders and all other holders of the Obligations, and Borrowing Agent shall obtain the agreement by such Blocked Account Bank to waive any offset rights against the funds so deposited. Neither Agent nor any Lender assumes any responsibility for such blocked account arrangement, including any claim of accord and satisfaction or release with respect to deposits accepted by any Blocked Account Bank thereunder. Agent shall apply all funds received by it from the Blocked Accounts and/or Depository Accounts to the satisfaction of the Obligations (including the cash collateralization of the Letters of Credit) in such order as Agent shall determine in its sole discretion, provided that, in the absence of any Event of Default, Agent shall apply all such funds representing collection of Receivables first to the prepayment of the principal amount of the Swing Loans, if any, and then to the Revolving Advances.

(i) No Borrower will, without Agent's consent, compromise or adjust any material amount of the Receivables (or extend the time for payment thereof) or accept any material returns of merchandise or grant any additional discounts, allowances or credits thereon except for those compromises, adjustments, returns, discounts, credits and allowances as have been heretofore customary in the Ordinary Course of Business of such Borrower.

(j) All deposit accounts (including all Blocked Accounts and Depository Accounts), securities accounts and investment accounts of each Borrower and its Subsidiaries as of the Closing Date are set forth on Schedule 4.8(j). No Borrower shall open any new deposit account, securities account or investment account unless (i) Borrowers shall have given at least thirty (30) days prior written notice to Agent and (ii) if such account is to be maintained with a bank, depository institution or securities intermediary that is not the Agent, such bank, depository institution or securities intermediary, each applicable Borrower and Agent shall first have entered into an account control agreement in form and substance satisfactory to Agent sufficient to give Agent "control" (for purposes of Articles 8 and 9 of the Uniform Commercial Code) over such account.

4.9. Inventory. To the extent Inventory held for sale or lease has been produced by any Borrower, it has been and will be produced by such Borrower in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder.

4.10. Maintenance of Equipment. The equipment shall be maintained in good operating condition and repair (reasonable wear and tear excepted) and all necessary replacements of and repairs thereto shall be made so that the value and operating efficiency of the equipment shall be maintained and preserved. No Borrower shall use or operate the equipment in violation of any law, statute, ordinance, code, rule or regulation.

4.11. Exculpation of Liability. Nothing herein contained shall be construed to constitute Agent or any Lender as any Borrower's agent for any purpose whatsoever, nor shall Agent or any Lender be responsible or liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral wherever the same may be located and regardless of the cause thereof. Neither Agent nor any Lender, whether by anything herein or in any assignment or otherwise, assume any of any Borrower's obligations under any contract or agreement assigned to Agent or such Lender, and neither Agent nor any Lender shall be responsible in any way for the performance by any Borrower of any of the terms and conditions thereof.

4.12. Financing Statements. Except as respects the financing statements filed by Agent, financing statements described on Schedule 1.2, and financing statements filed in connection with Permitted Encumbrances, Borrower shall not authorize any other financing statement covering any of the Collateral or any proceeds thereof to be on file in any public office (and to the extent any such financing statement is filed, Borrower will exercise commercially reasonable efforts to terminate or have terminated such financing statement.)

V. REPRESENTATIONS AND WARRANTIES.

Each Borrower represents and warrants as follows:

5.1. Authority. Each Borrower has full power, authority and legal right to enter into this Agreement and the Other Documents to which it is a party and to perform all its respective Obligations hereunder and thereunder. This Agreement and the Other Documents to which it is a party have been duly executed and delivered by each Borrower, and this Agreement and the Other Documents to which it is a party constitute the legal, valid and binding obligation of such Borrower enforceable in accordance with their terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally. The execution, delivery and performance of this Agreement and of the Other Documents to which it is a party (a) are within such Borrower's corporate or company powers, as applicable, have been duly authorized by all necessary corporate or company action, as applicable, are not in contravention of law or the terms of such Borrower's Organizational Documents or to the conduct of such Borrower's business or of any Material Contract or undertaking to which such Borrower is a party or by which such Borrower is bound, (b) will not conflict with or violate any law or regulation, or any judgment, order or decree of any Governmental Body, (c) will not require the Consent of any Governmental Body, any party to a Material Contract or any other Person, except those Consents set forth on Schedule 5.1 hereto, all of which will have been duly obtained, made or compiled prior to the Closing Date and which are in full force and effect and (d) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien except Permitted Encumbrances upon any asset of such Borrower under the provisions of any agreement, instrument, or other document to which such Borrower is a party or by which it or its property is a party or by which it may be bound.

5.2. Formation and Qualification.

(a) Each Borrower is duly incorporated or formed, as applicable, and in good standing under the laws of the state listed on Schedule 5.2(a) and is qualified to do business and is in good standing in the states listed on Schedule 5.2(a) which constitute all states in which qualification and good standing are necessary for such Borrower to conduct its business and own its property and where the failure to so qualify could reasonably be expected to have a Material Adverse Effect on such Borrower. Each Borrower has delivered to Agent true and complete copies of its Organizational Documents and will promptly notify Agent of any amendment or changes thereto.

(b) The only Subsidiaries of Holdings and each Borrower are listed on Schedule 5.2(b).

5.3. Survival of Representations and Warranties. All representations and warranties of such Borrower contained in this Agreement and the Other Documents to which it is a party shall be true at the time of such Borrower's execution of this Agreement and the Other Documents to which it is a party, and shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto.

5.4. Tax Returns. Each Borrower's federal tax identification number is set forth on Schedule 5.4. Each Borrower has filed all federal, state and local tax returns and other reports each is required by law to file and has paid all taxes, assessments, fees and other governmental charges that are due and payable, in each case, except as such filing or payment is being Properly Contested. The provision for taxes on the books of each Borrower is adequate for all years not closed by applicable statutes, and for its current fiscal year, and no Borrower has any knowledge of any deficiency or additional assessment in connection therewith not provided for on its books.

5.5. Financial Statements.

(a) The pro forma balance sheet of Borrowers on a Consolidated Basis (the "Pro Forma Balance Sheet") furnished to Agent on the Closing Date reflects the consummation of the transactions contemplated under this Agreement (collectively, the "Transactions") and is accurate, complete and correct and fairly reflects the financial condition of Borrowers on a Consolidated Basis as of the Closing Date after giving effect to the Transactions, and has been prepared in accordance with IFRS, consistently applied. The Pro Forma Balance Sheet has been certified as accurate, complete and correct in all material respects by the President and Chief Financial Officer of Borrowing Agent. All financial statements referred to in this subsection 5.5(a), including the related schedules and notes thereto, have been prepared in accordance with IFRS, except as may be disclosed in such financial statements.

(b) The twelve-month cash flow and balance sheet projections of Borrowers on a Consolidated Basis, copies of which are annexed hereto as Exhibit 5.5(b) (the "Projections") were prepared by the Controller of Borrowing Agent, are based on underlying assumptions which provide a reasonable basis for the projections contained therein and reflect Borrowers' judgment based on present circumstances of the most likely set of conditions and course of action for the projected period. The cash flow Projections together with the Pro Forma Balance Sheet are referred to as the "Pro Forma Financial Statements".

(c) The consolidated and consolidating balance sheets of Borrowers, and such other Persons described therein, as of June 30, 2013, and the related statements of income, changes in stockholder's equity, and changes in cash flow for the period ended on such date, all accompanied by reports thereon containing opinions without qualification by independent certified public accountants, copies of which have been delivered to Agent, have been prepared in accordance with IFRS, consistently applied (except for changes in application to which such accountants concur and present fairly the financial position of Borrowers at such date and the results of their operations for such period. Since June 30, 2013 there has been no change in the condition, financial or otherwise, of Borrowers as shown on the consolidated balance sheet as of such date and no change in the aggregate value of machinery, equipment and Real Property owned by Borrowers, except changes in the Ordinary Course of Business, none of which individually or in the aggregate has been materially adverse.

5.6. Entity Names. No Borrower has been known by any other company or corporate name, as applicable, in the past five (5) years and does not sell Inventory under any other name except as set forth on Schedule 5.6, nor has any Borrower been the surviving corporation or company, as applicable, of a merger or consolidation or acquired all or substantially all of the assets of any Person during the preceding five (5) years.

5.7. O.S.H.A. Environmental Compliance; Flood Insurance.

(a) Each Borrower is in material compliance with, and its facilities, business, assets, property, leaseholds, Real Property and Equipment are in material compliance with the Federal Occupational Safety and Health Act, and Environmental Laws and there are no outstanding citations, notices or orders of non-compliance issued to any Borrower or relating to its business, assets, property, leaseholds or Equipment under any such laws, rules or regulations.

(b) Each Borrower has been issued all required federal, state and local licenses, certificates or permits (collectively, "Approvals") relating to all applicable Environmental Laws and all such Approvals are current and in full force and effect.

(c) (i) there have been no releases, spills, discharges, leaks or disposal (collectively referred to as "Releases") of Hazardous Materials at, upon, under or migrating from or onto any Real Property owned, leased or occupied by any Borrower, except for those Releases which are in full compliance with Environmental Laws; (ii) there are no underground storage tanks or polychlorinated biphenyls on any Real Property owned, leased or occupied by any Borrower, except for such underground storage tanks or polychlorinated biphenyls that are present in compliance with Environmental Laws; (iii) the Real Property including any premises owned, leased or occupied by any Borrower has never been used by any Borrower to dispose of Hazardous Materials, except as authorized by Environmental Laws; and (iv) no Hazardous Materials are managed by any Borrower on any Real Property including any premises owned, leased or occupied by any Borrower, excepting such quantities as are managed in accordance with all applicable manufacturer's instructions and compliance with Environmental Laws and as are necessary for the operation of the commercial business of any Borrower or of its tenants.

(d) All Real Property owned by Borrowers is insured pursuant to policies and other bonds which are valid and in full force and effect and which provide adequate coverage from reputable and financially sound insurers in amounts sufficient to insure the assets and risks of each such Borrower in accordance with prudent business practice in the industry of such Borrower. Each Borrower has taken all actions required under the Flood Laws and/or requested by Agent to assist in ensuring that each Lender is in compliance with the Flood Laws applicable to the Collateral, including, but not limited to, providing Agent with the address and/or GPS coordinates of each structure located upon any Real Property that will be subject to a mortgage in favor of Agent, for the benefit of Lenders, and, to the extent required, obtaining flood insurance for such property, structures and contents prior to such property, structures and contents becoming Collateral.

5.8. Solvency; No Litigation, Violation, Indebtedness or Default; ERISA Compliance.

(a) (i) After giving effect to the Transactions, each Borrower will be solvent, able to pay its debts as they mature, will have capital sufficient to carry on its business and all businesses in which it is about to engage, (ii) as of the Closing Date, the fair present saleable value of its assets, calculated on a going concern basis, is in excess of the amount of its liabilities, and (iii) subsequent to the Closing Date, the fair saleable value of its assets (calculated on a going concern basis) will be in excess of the amount of its liabilities.

(b) Except as disclosed in Schedule 5.8(b)(i), no Borrower has any pending or threatened litigation, arbitration, actions or proceedings. No Borrower has any outstanding Indebtedness other than the Obligations, except for (i) Indebtedness disclosed in Schedule 5.8(b)(ii) and (ii) Indebtedness otherwise permitted under Section 7.8 hereof.

(c) No Borrower is in violation of any applicable statute, law, rule, regulation or ordinance in any respect which could reasonably be expected to have a Material Adverse Effect, nor is any Borrower in violation of any order of any court, Governmental Body or arbitration board or tribunal. Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state laws.

(d) No Borrower or any member of the Controlled Group maintains or is required to contribute to any Plan other than those listed on Schedule 5.8(d) hereto. (i) Each Borrower and each member of the Controlled Group has met all applicable minimum funding requirements under Section 302 of ERISA and Section 412 of the Code in respect of each Plan, and each Plan is in compliance with Sections 412, 430 and 436 of the Code and Sections 206(g), 302 and 303 of ERISA, without regard to waivers and variances; (ii) each Plan which is intended to be a qualified plan under Section 401(a) of the Code as currently in effect has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Code or an application for such a determination is currently being processed by the Internal Revenue Code; (iii) neither any Borrower nor any member of the Controlled Group has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due which are unpaid; (iv) no Plan has been terminated by the plan administrator thereof nor by the PBGC, and there is no occurrence which would cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Plan; (v) the current value of the assets of each Plan exceeds the present value of the accrued benefits and other liabilities of such Plan and neither any Borrower nor any member of the Controlled Group knows of any facts or circumstances which would materially change the value of such assets and accrued benefits and other liabilities; (vi) neither any Borrower nor any member of the Controlled Group has breached any of the responsibilities, obligations or duties imposed on it by ERISA with respect to any Plan; (vii) neither any Borrower nor any member of a Controlled Group has incurred any liability for any excise tax arising under Section 4971, 4972 or 4980B of the Code, and no fact exists which could give rise to any such liability; (viii) neither any Borrower nor any member of the Controlled Group nor any fiduciary of, nor any trustee to, any Plan, has engaged in a "prohibited transaction" described in Section 406 of the ERISA or Section 4975 of the Code nor taken any action which would constitute or result in a Termination Event with respect to any such Plan which is subject to ERISA; (ix) no Termination Event has occurred or is reasonably expected to occur; (x) there exists no event described in Section 4043 of ERISA, for which the thirty (30) day notice period has not been waived; (xi) neither any Borrower nor any member of the Controlled Group has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA; (xii) neither any Borrower nor any member of the Controlled Group maintains or is required to contribute to any Plan which provides health, accident or life insurance benefits to former employees, their spouses or dependents, other than in accordance with Section 4980B of the Code; (xiii) neither any Borrower nor any member of the Controlled Group has withdrawn, completely or partially, within the meaning of Section 4203 or 4205 of ERISA, from any Multiemployer Plan so as to incur liability under the Multiemployer Pension Plan Amendments Act of 1980 and there exists no fact which would reasonably be expected to result in any such liability; and (xiv) no Plan fiduciary (as defined in Section 3(21) of ERISA) has any liability for breach of fiduciary duty or for any failure in connection with the administration or investment of the assets of a Plan.

5.9. Patents, Trademarks, Copyrights and Licenses. All Intellectual Property owned by any Borrower: (i) is set forth on Schedule 5.9; (ii) is valid and has been duly registered or filed with all appropriate Governmental Bodies; and (iii) constitutes all of the intellectual property rights which are necessary for the operation of its business. There is no objection to, pending challenge to the validity of, or proceeding by any Governmental Body to suspend, revoke, terminate or adversely modify, any such Intellectual Property and no Borrower is aware of any grounds for any challenge or proceedings, except as set forth in Schedule 5.9 hereto. All Intellectual Property owned or held by any Borrower consists of original material or property developed by such Borrower or was lawfully acquired by such Borrower from the proper and lawful owner thereof. Each of such items has been maintained so as to preserve the value thereof from the date of creation or acquisition thereof.

5.10. Licenses and Permits. Except as set forth in Schedule 5.10, each Borrower (a) is in compliance with and (b) has procured and is now in possession of, all material licenses or permits required by any applicable federal, state, or local law, rule or regulation for the operation of its business in each jurisdiction wherein it is now conducting or proposes to conduct business and where the failure to procure such licenses or permits could reasonably be expected to have a Material Adverse Effect.

5.11. Default of Indebtedness. No Borrower is in default in the payment of the principal of or interest on any Indebtedness or under any instrument or agreement under or subject to which any Indebtedness has been issued and no event has occurred under the provisions of any such instrument or agreement which with or without the lapse of time or the giving of notice, or both, constitutes or would constitute an event of default thereunder.

5.12. No Default. No Borrower is in default in the payment or performance of any of its contractual obligations and no Default or Event of Default has occurred.

5.13. No Burdensome Restrictions. No Borrower is party to any contract or agreement the performance of which could reasonably be expected to have a Material Adverse Effect. Each Borrower has heretofore delivered to Agent true and complete copies of all Material Contracts to which it is a party or to which it or any of its properties is subject. No Borrower has agreed or consented to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien which is not a Permitted Encumbrance.

5.14. No Labor Disputes. No Borrower is involved in any labor dispute; there are no strikes or walkouts or union organization of any Borrower's employees threatened or in existence and no labor contract is scheduled to expire during the Term other than as set forth on Schedule 5.14 hereto.

5.15. Margin Regulations. No Borrower is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. No part of the proceeds of any Advance will be used for "purchasing" or "carrying" "margin stock" as defined in Regulation U of such Board of Governors.

5.16. Investment Company Act. No Borrower is an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended, nor is it controlled by such a company.

5.17. Disclosure. No representation or warranty made by any Borrower in this Agreement, the Other Documents, or in any financial statement, report, certificate or any other document furnished in connection herewith or therewith contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. There is no fact known to any Borrower or which reasonably should be known to such Borrower which such Borrower has not disclosed to Agent in writing with respect to the transactions contemplated by this Agreement which could reasonably be expected to have a Material Adverse Effect.

5.18. Delivery of Royalty Agreements. Agent has received complete copies of the Royalty Agreements and related documents (including all exhibits, schedules and disclosure letters referred to therein or delivered pursuant thereto, if any) and all amendments thereto, waivers relating thereto and other side letters or agreements affecting the terms thereof. None of such documents and agreements has been amended or supplemented, nor have any of the provisions thereof been waived, except pursuant to a written agreement or instrument which has heretofore been delivered to Agent.

5.19. Reserved.

5.20. Swaps. No Borrower is a party to, nor will it be a party to, any swap agreement whereby such Borrower has agreed or will agree to swap interest rates or currencies unless same provides that damages upon termination following an event of default thereunder are payable on an unlimited "two-way basis" without regard to fault on the part of either party.

5.21. Business and Property of Borrowers. Upon and after the Closing Date, Borrowers do not propose to engage in any business other than business process outsourcing and activities necessary to conduct the foregoing. On the Closing Date, each Borrower will own all the property and possess all of the rights and Consents necessary for the conduct of the business of such Borrower.

5.22. Ineligible Securities. Borrowers do not intend to use and shall not use any portion of the proceeds of the Advances, directly or indirectly, to purchase during the underwriting period, or for 30 days thereafter, Ineligible Securities being underwritten by a securities Affiliate of Agent or any Lender.

5.23. Federal Securities Laws. No Borrower, Holdings, or any of their Subsidiaries (i) is required to file periodic reports under the Exchange Act, (ii) has any securities registered under the Exchange Act or (iii) has filed a registration statement that has not yet become effective under the Securities Act.

5.24. Equity Interests. The authorized and outstanding Equity Interests of each Borrower, and each legal and beneficial holder thereof as of the Closing Date, are as set forth on Schedule 5.24(a) hereto. All of the Equity Interests of each Borrower have been duly and validly authorized and issued and are fully paid and non-assessable and have been sold and delivered to the holders hereof in compliance with, or under valid exemption from, all federal and state laws and the rules and regulations of each Governmental Body governing the sale and delivery of securities. Except for the rights and obligations set forth on Schedule 5.24(b), there are no subscriptions, warrants, options, calls, commitments, rights or agreement by which any Borrower or any of the shareholders of any Borrower is bound relating to the issuance, transfer, voting or redemption of shares of its Equity Interests or any pre-emptive rights held by any Person with respect to the Equity Interests of Borrowers. Except as set forth on Schedule 5.24(c), Borrowers have not issued any securities convertible into or exchangeable for shares of its Equity Interests or any options, warrants or other rights to acquire such shares or securities convertible into or exchangeable for such shares.

5.25. Commercial Tort Claims. No Borrower has any commercial tort claims.

5.26. Letter of Credit Rights. As of the Closing Date, no Borrower has any letter of credit rights.

5.27. Material Contracts. Schedule 5.27 sets forth all Material Contracts of the Borrowers as of the Closing Date. All Material Contracts are in full force and effect and no material defaults currently exist thereunder. No Borrower has (i) received any notice of termination or non-renewal of any Material Contract, or (ii) exercised any option to terminate or not to renew any Material Contract.

VI. AFFIRMATIVE COVENANTS.

Each Borrower shall, until payment in full of the Obligations and termination of this Agreement:

6.1. Compliance with Laws. Comply in all material respects with all Applicable Laws with respect to the Collateral or any part thereof or to the operation of such Borrower's business the non-compliance with which could reasonably be expected to have a Material Adverse Effect (except to the extent any separate provision of this Agreement shall expressly require compliance with any particular Applicable Law(s) pursuant to another standard). Each Borrower may, however, contest or dispute any Applicable Laws in any reasonable manner, provided that any related Lien is inchoate or stayed and sufficient reserves are established to the reasonable satisfaction of Agent to protect Agent's Lien on or security interest in the Collateral.

6.2. Conduct of Business and Maintenance of Existence and Assets. (a) Conduct continuously and operate actively its business according to good business practices and maintain all of its properties useful or necessary in its business in good working order and condition (reasonable wear and tear excepted and except as may be disposed of in accordance with the terms of this Agreement), including all Intellectual Property and take all actions necessary to enforce and protect the validity of any intellectual property right or other right included in the Collateral; (b) keep in full force and effect its existence and comply in all material respects with the laws and regulations governing the conduct of its business where the failure to do so could reasonably be expected to have a Material Adverse Effect; and (c) make all such reports and pay all such franchise and other taxes and license fees and do all such other acts and things as may be lawfully required to maintain its rights, licenses, leases, powers and franchises under the laws of the United States or any political subdivision thereof where the failure to do so could reasonably be expected to have a Material Adverse Effect.

6.3. Books and Records. Keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business and affairs (including without limitation accruals for taxes, assessments, Charges, levies and claims, allowances against doubtful Receivables and accruals for depreciation, obsolescence or amortization of assets), all in accordance with, or as required by, IFRS consistently applied in the opinion of such independent public accountant as shall then be regularly engaged by Borrowers.

6.4. Payment of Taxes. Pay, when due (unless Property Contested), all taxes, assessments and other Charges lawfully levied or assessed upon such Borrower or any of the Collateral, including real and personal property taxes, assessments and charges and all franchise, income, employment, social security benefits, withholding, and sales taxes. If any tax by any Governmental Body is or may be imposed on or as a result of any transaction between any Borrower and Agent or any Lender which Agent or any Lender may be required to withhold or pay or if any taxes, assessments, or other Charges remain unpaid after the date fixed for their payment, or if any claim shall be made which, in Agent's or any Lender's opinion, may possibly create a valid Lien on the Collateral, Agent may without notice to Borrowers pay the taxes, assessments or other Charges and each Borrower hereby indemnifies and holds Agent and each Lender harmless in respect thereof. Agent will not pay any taxes, assessments or Charges to the extent that any applicable Borrower has Properly Contested those taxes, assessments or Charges. The amount of any payment by Agent under this Section 6.4 shall be charged to Borrowers' Account as a Revolving Advance maintained as a Domestic Rate Loan and added to the Obligations and, until Borrowers shall furnish Agent with an indemnity therefor (or supply Agent with evidence satisfactory to Agent that due provision for the payment thereof has been made), Agent may hold without interest any balance standing to Borrowers' credit and Agent shall retain its security interest in and Lien on any and all Collateral held by Agent.

6.5. Fixed Charge Coverage Ratio. Cause to be maintained as of the end of each fiscal quarter, commencing with the fiscal quarter ending December 31, 2013, a Fixed Charge Coverage Ratio of not less than 1.10 to 1.00, measured as follows: (a) for the fiscal quarter ending December 31, 2013, for the six months ending December 31, 2013; (b) for the fiscal quarter ending March 31, 2014, for the nine months ending March 31, 2014; and (c) for the fiscal quarter ending June 30, 2014 and for each fiscal quarter thereafter, on a rolling four (4) quarter basis.

6.6. Insurance.

(a) (i) Keep all its insurable properties and properties in which such Borrower has an interest insured against the hazards of fire, flood, sprinkler leakage, those hazards covered by extended coverage insurance and such other hazards, and for such amounts, as is customary in the case of companies engaged in businesses similar to such Borrower's including business interruption insurance; (ii) maintain a bond in such amounts as is customary in the case of companies engaged in businesses similar to such Borrower insuring against larceny, embezzlement or other criminal misappropriation of insured's officers and employees who may either singly or jointly with others at any time have access to the assets or funds of such Borrower either directly or through authority to draw upon such funds or to direct generally the disposition of such assets; (iii) maintain public and product liability insurance against claims for personal injury, death or property damage suffered by others; (iv) maintain all such worker's compensation or similar insurance as may be required under the laws of any state or jurisdiction in which such Borrower is engaged in business; (v) furnish Agent with (A) copies of all policies and evidence of the maintenance of such policies by the renewal thereof at least ten (10) days before any expiration date, and (B) appropriate loss payable endorsements in form and substance satisfactory to Agent, naming Agent as an additional insured and mortgagee and/or lender loss payee (as applicable) as its interests may appear with respect to all insurance coverage referred to in clauses (i), and (iii) above, and providing (I) that all proceeds thereunder shall be payable to Agent, (II) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy, and (III) that such policy and loss payable clauses may not be cancelled, amended or terminated unless at least ten (10) days prior written notice is given to Agent. In the event of any loss thereunder, the carriers named therein hereby are directed by Agent and the applicable Borrower to make payment for such loss to Agent and not to such Borrower and Agent jointly. If any insurance losses are paid by check, draft or other instrument payable to any Borrower and Agent jointly, Agent may endorse such Borrower's name thereon and do such other things as Agent may deem advisable to reduce the same to cash.

(b) Each Borrower shall take all actions required under the Flood Laws and/or requested by Agent to assist in ensuring that each Lender is in compliance with the Flood Laws applicable to the Collateral, including, but not limited to, providing Agent with the address and/or GPS coordinates of each structure on any real property that will be subject to a mortgage in favor of Agent, for the benefit of Lenders, and, to the extent required, obtaining flood insurance for such property, structures and contents prior to such property, structures and contents becoming Collateral, and thereafter maintaining such flood insurance in full force and effect for so long as required by the Flood Laws.

(c) Agent is hereby authorized to adjust and compromise claims under insurance coverage referred to in Sections 6.6(a)(i), and (iii) and 6.6(b) above. All loss recoveries received by Agent under any such insurance may be applied to the Obligations, in such order as Agent in its sole discretion shall determine. Any surplus shall be paid by Agent to Borrowers or applied as may be otherwise required by law. Any deficiency thereon shall be paid by Borrowers to Agent, on demand. If any Borrower fails to obtain insurance as hereinabove provided, or to keep the same in force, Agent, if Agent so elects, may obtain such insurance and pay the premium therefor on behalf of such Borrower, which payments shall be charged to Borrowers' Account and constitute part of the obligations.

6.7. Payment of Indebtedness and Leasehold Obligations. Pay, discharge or otherwise satisfy (i) at or before maturity (subject, where applicable, to specified grace periods) all its Indebtedness, except when the failure to do so could not reasonably be expected to have a Material Adverse Effect or when the amount or validity thereof is currently being Properly Contested, subject at all times to any applicable subordination arrangement in favor of Lenders and (ii) when due its rental obligations under all leases under which it is a tenant, and shall otherwise comply, in all material respects, with all other terms of such leases and keep them in full force and effect.

6.8. Environmental Matters.

(a) Ensure that the Real Property and all operations and businesses conducted thereon are in compliance and remain in compliance with all Environmental Laws and it shall manage any and all Hazardous Materials on any Real Property in compliance with Environmental Laws.

(b) Establish and maintain an environmental management and compliance system to assure and monitor continued compliance with all applicable Environmental Laws which system shall include periodic environmental compliance audits to be conducted by knowledgeable environmental professionals. All potential violations and violations of Environmental Laws shall be reviewed with legal counsel to determine any required reporting to applicable Governmental Bodies and any required corrective actions to address such potential violations or violations.

(c) Respond promptly to any Hazardous Discharge or Environmental Complaint and take all necessary action in order to safeguard the health of any Person and to avoid subjecting the Collateral or Real Property to any Lien. If any Borrower shall fail to respond promptly to any Hazardous Discharge or Environmental Complaint or any Borrower shall fail to comply with any of the requirements of any Environmental Laws, Agent on behalf of Lenders may, but without the obligation to do so, for the sole purpose of protecting Agent's interest in the Collateral: (i) give such notices or (ii) enter onto the Real Property (or authorize third parties to enter onto the Real Property) and take such actions as Agent (or such third parties as directed by Agent) deem reasonably necessary or advisable, to remediate, remove, mitigate or otherwise manage with any such Hazardous Discharge or Environmental Complaint. All reasonable costs and expenses incurred by Agent and Lenders (or such third parties) in the exercise of any such rights, including any sums paid in connection with any judicial or administrative investigation or proceedings, fines and penalties, together with interest thereon from the date expended at the Default Rate for Domestic Rate Loans constituting Revolving Advances shall be paid upon demand by Borrowers, and until paid shall be added to and become a part of the Obligations secured by the Liens created by the terms of this Agreement or any other agreement between Agent, any Lender and any Borrower.

(d) Promptly upon the written request of Agent from time to time, Borrowers shall provide Agent, at Borrowers' expense, with an environmental site assessment or environmental compliance audit report prepared by an environmental engineering firm acceptable in the reasonable opinion of Agent, to assess with a reasonable degree of certainty the existence of a Hazardous Discharge and the potential costs in connection with abatement, remediation and removal of any Hazardous Materials found on, under, at or within the Real Property. Any report or investigation of such Hazardous Discharge proposed and acceptable to the responsible Governmental Body shall be acceptable to Agent. If such estimates, individually or in the aggregate, exceed $100,000, Agent shall have the right to require Borrowers to post a bond, letter of credit or other security reasonably satisfactory to Agent to secure payment of these costs and expenses.

6.9. Standards of Financial Statements. Cause all financial statements referred to in Sections 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, and 9.13 as to which IFRS is applicable to be complete and correct in all material respects (subject, in the case of interim financial statements, to normal year-end audit adjustments) and to be prepared in reasonable detail and in accordance with IFRS applied consistently throughout the periods reflected therein (except as disclosed therein and agreed to by such reporting accountants or officer, as applicable).

6.10. Federal Securities Laws. Promptly notify Agent in writing if Holdings, any Borrower, or any of their Subsidiaries (i) is required to file periodic reports under the Exchange Act, (ii) registers any securities under the Exchange Act or (iii) files a registration statement under the Securities Act.

6.11. Execution of Supplemental Instruments. Execute and deliver to Agent from time to time, upon demand, such supplemental agreements, statements, assignments and transfers, or instructions or documents relating to the Collateral, and such other instruments as Agent may reasonably request, in order that the full intent of this Agreement may be carried into effect.

6.12. Reserved.

6.13. Government Receivables. Take all steps necessary to protect Agent's interest in the Collateral under the Federal Assignment of Claims Act, the Uniform Commercial Code and all other applicable state or local statutes or ordinances and deliver to Agent appropriately endorsed, any instrument or chattel paper connected with any Receivable arising out of any contract between any Borrower and the United States, any state or any department, agency or instrumentality of any of them.

6.14. Keepwell. If it is a Qualified ECP Loan Party, then jointly and severally, together with each other Qualified ECP Loan Party, hereby absolutely unconditionally and irrevocably (a) guarantees the prompt payment and performance of all Swap Obligations owing by each Non-Qualifying Party (it being understood and agreed that this guarantee is a guaranty of payment and not of collection), and (b) undertakes to provide such funds or other support as may be needed from time to time by any Non-Qualifying Party to honor all of such Non-Qualifying Party's obligations under this Agreement or any Other Document in respect of Swap Obligations (provided, however, that each Qualified ECP Loan Party shall only be liable under this Section 6.14 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 6.14, or otherwise under this Agreement or any Other Document, voidable under applicable law, including applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Loan Party under this Section 6.14 shall remain in full force and effect until payment in full of the Obligations and termination of this Agreement and the Other Documents. Each Qualified ECP Loan Party intends that this Section 6.14 constitute, and this Section 6.14 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of each other Borrower and Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the CEA.

6.15. Post-Closing Covenants.

(a) Within ninety (90) days after the Closing Date, close all deposit accounts maintained with any Person other than Agent.

(b) Within thirty (30) days after the Closing Date, deliver to Agent (i) loss payable endorsements issued by Borrowers' insurer naming Agent as lender's loss payee with respect to Borrowers' property insurance policies, and (ii) an additional insured endorsement issued by Borrowers' insurer naming Agent as additional insured with respect to Borrowers' liability insurance policies.

(c) Within thirty (30) days after the Closing Date, deliver to Agent a copy of Borrowers' fully audited financial statements for the fiscal year ending June 30, 2013, and such audited financial statements shall not vary in any material respect from the draft financial statements for such period previously provided to Agent.

(d) Within fifteen (15) days after the Closing Date, deliver to Agent executed Lien Waiver Agreements in form and substance satisfactory to Agent for Borrowers' chief executive office location and any other location at which books and records are kept.

VII. NEGATIVE COVENANTS.

No Borrower shall, until satisfaction in full of the Obligations and termination of this Agreement:

7.1. Merger, Consolidation, Acquisition and Sale of Assets.

(a) Enter into any merger, consolidation or other reorganization with or into any other Person or acquire all or a substantial portion of the assets or Equity Interests of any Person or permit any other Person to consolidate with or merge with it, except any Borrower may merge, consolidate or reorganize with another Borrower or acquire the assets or Equity Interest of another Borrower so long as such Borrower provides Agent with ten (10) days prior written notice of such merger, consolidation or reorganization and delivers all of the relevant documents evidencing such merger, consolidation or reorganization.

(b) Sell, lease, transfer or otherwise dispose of any of its properties or assets, except (i) the sale of property or assets in the Ordinary Course of Business, (ii) the disposition or transfer of obsolete or worn-out equipment, or equipment that has become no longer useful in such Borrower's business, in the Ordinary Course of Business and (iii) any other sales or dispositions expressly permitted by this Agreement in each case not to exceed assets with a fair market value of more than $250,000 in any fiscal year and to the extent that (x) the proceeds of any such disposition are used to acquire replacement equipment which is subject to Agent's first priority security interest or (y) the proceeds of which are remitted to Agent to be applied pursuant to Section 2.20.

7.2. Creation of Liens. Create or suffer to exist any Lien or transfer upon or against any of its property or assets now owned or hereafter created or acquired, except Permitted Encumbrances.

7.3. Guarantees. Become liable upon the obligations or liabilities of any Person by assumption, endorsement or guaranty thereof or otherwise (other than to Lenders) except (a) guarantees by one or more Borrower(s) of the Indebtedness or obligations of any other Borrower(s) to the extent such Indebtedness or obligations are permitted to be incurred and/or outstanding pursuant to the provisions of this Agreement and (b) the endorsement of checks in the Ordinary Course of Business.

7.4. Investments. Purchase or acquire obligations or Equity Interests of, or any other interest in, any Person, other than Permitted Investments.

7.5. Loans. Make advances, loans or extensions of credit to any Person, including any Parent, Subsidiary or Affiliate other than (i) Permitted Loans and (ii) as permitted under Section 7.10 hereof.

7.6. Capital Expenditures. Contract for, purchase or make any expenditure or commitments for Capital Expenditures (i) for the period from the Closing Date through and including June 30, 2014 in an aggregate amount for all Borrowers in excess of $3,000,000, or (ii) in any fiscal year thereafter in an aggregate amount for all Borrowers in excess of $5,000,000.

7.7. Dividends. Declare, pay or make any dividend or distribution on any Equity Interests of any Borrower (other than dividends or distributions payable in its stock, or split-ups or reclassifications of its stock) or apply any of its funds, property or assets to the purchase, redemption or other retirement of any Equity Interest, or of any options to purchase or acquire any Equity Interest of any Borrower. Nothing in this Section 7.7 shall be deemed to prohibit Permitted Holdings Distributions under Section 7.10 hereof.

7.8. Indebtedness. Create, incur, assume or suffer to exist any Indebtedness other than Permitted Indebtedness.

7.9. Nature of Business. Substantially change the nature of the business in which it is presently engaged, nor except as specifically permitted hereby purchase or invest, directly or indirectly, in any assets or property other than in the Ordinary Course of Business for assets or property which are useful in, necessary for and are to be used in its business as presently conducted.

7.10. Transactions with Affiliates. Directly or indirectly, purchase, acquire or lease any property from, or sell, transfer or lease any property to, or otherwise enter into any transaction or deal with, any Affiliate, except for (i) transactions among Borrowers, Holdings, or their Subsidiaries which are not expressly prohibited by the terms of this Agreement and which are in the Ordinary Course of Business; provided, however, that neither the extension of credit to, nor the assumption, endorsement or guaranty of any Indebtedness of, any Affiliate shall be deemed to be a transaction in the Ordinary Course of Business for purposes of this Section 7.10, (ii) payment by Borrowers of dividends and distributions permitted under Section 7.7 hereof, (iii) Permitted Holdings Distributions, (iv) Permitted Royalty Payments, and (v) transactions disclosed to Agent in writing, which are in the Ordinary Course of Business, on an arm's-length basis on terms and conditions no less favorable than terms and conditions which would have been obtainable from a Person other than an Affiliate.

7.11. Leases. Enter as lessee into any lease arrangement for real or personal property (unless capitalized and permitted under Section 7.6 hereof) if after giving effect thereto, aggregate annual rental payments for all leased property would exceed the following amounts in the aggregate for all Borrowers for the following periods: (i) $7,800,000 for the fiscal year ending June 30, 2014; (ii) $10,200,000 for the fiscal year ending June 30, 2015; and (iii) $12,600,000 for the fiscal year ending June 30, 2015 and for each fiscal year thereafter.

7.12. Subsidiaries.

(a) Form any Subsidiary;

(b) Enter into any partnership, joint venture or similar arrangement; or

(c) Permit TRG Customer Solutions (Canada), Inc., a Canadian corporation, to engage in any operations, business or activities of any type or nature whatsoever other than and except for providing ministerial and administrative support for Borrowers.

7.13. Fiscal Year and Accounting Changes. Change its fiscal year from June 30 or make any significant change (i) in accounting treatment and reporting practices except as required by IFRS or (ii) in tax reporting treatment except as required by law.

7.14. Pledge of Credit. Now or hereafter pledge Agent's or any Lender's credit on any purchases, commitments or contracts or for any purpose whatsoever or use any portion of any Advance in or for any business other than such Borrower's business operations as conducted on the Closing Date.

7.15. Amendment of Organizational Documents. (i) Change its legal name (other than changing its legal name to IBEX Global Solutions Inc. upon prior written notice to Agent together with copies of the applicable certified name change documents), (ii) change its form of legal entity (e.g., converting from a corporation to a limited liability company or vice versa), (iii) change its jurisdiction of organization or become (or attempt or purport to become) organized in more than one jurisdiction, or (iv) otherwise amend, modify or waive any term or material provision of its Organizational Documents unless required by law, in any such case without (x) giving at least thirty (30) days prior written notice of such intended change to Agent, (y) having received from Agent confirmation that Agent has taken all steps necessary for Agent to continue the perfection of and protect the enforceability and priority of its Liens in the Collateral belonging to such Borrower and in the Equity Interests of such Borrower and (z) in any case under clause (iv), having received the prior written consent of Agent and Required Lenders to such amendment, modification or waiver.

7.16. Compliance with ERISA. (i) (x) Maintain, or permit any member of the Controlled Group to maintain, or (y) become obligated to contribute, or permit any member of the Controlled Group to become obligated to contribute, to any Plan, other than those Plans disclosed on Schedule 5.8(d), (ii) engage, or permit any member of the Controlled Group to engage, in any non-exempt "prohibited transaction", as that term is defined in Section 406 of ERISA or Section 4975 of the Code, (iii) terminate, or permit any member of the Controlled Group to terminate, any Plan where such event could result in any liability of any Borrower or any member of the Controlled Group or the imposition of a lien on the property of any Borrower or any member of the Controlled Group pursuant to Section 4068 of ERISA, (iv) incur, or permit any member of the Controlled Group to incur, any withdrawal liability to any Multiemployer Plan; (v) fail promptly to notify Agent of the occurrence of any Termination Event, (vi) fail to comply, or permit a member of the Controlled Group to fail to comply, with the requirements of ERISA or the Code or other Applicable Laws in respect of any Plan, (vii) fail to meet, permit any member of the Controlled Group to fail to meet, or permit any Plan to fail to meet all minimum funding requirements under ERISA and the Code, without regard to any waivers or variances, or postpone or delay or allow any member of the Controlled Group to postpone or delay any funding requirement with respect of any Plan, or (viii) cause, or permit any member of the Controlled Group to cause, a representation or warranty in Section 5.8(d) to cease to be true and correct.

7.17. Prepayment of Indebtedness; Payment of Amounts due Under Holdings Note. At any time, directly or indirectly, prepay any Indebtedness (other than to Lenders), repurchase, redeem, retire or otherwise acquire any Indebtedness of any Borrower in excess of $100,000 in any fiscal year, or make any payment with respect to amounts owing under the Holdings Note, except that this Section 7.17 shall not prohibit payment or prepayment of the making of Permitted Holdings Distributions.

7.18. Reserved.

7.19. Other Agreements. Enter into any material amendment, waiver or modification of the Royalty Agreements or any related agreements, other than any amendments to the Royalty Agreements providing for the transfer of interest of IBEX Global Europe S.A.R.L. in such Royalty Agreements to any other wholly owned Subsidiary of Holdings.

7.20. Membership / Partnership Interests. Designate or permit any of their Subsidiaries to (a) treat their limited liability company membership interests or partnership interests, as the case may be, as securities as contemplated by the definition of "security" in Section 8-102(15) and by Section 8-103 of Article 8 of the Uniform Commercial Code or (b) certificate their limited liability membership interests or partnership interests, as applicable.

7.21. Affiliate Payables. At any time, permit (a) the terms of any accounts payable due to any Affiliate or Subsidiary of any Borrower to be modified in any manner that is adverse to any Borrower, or (b) the amount of outstanding Receivables owing to the Borrowers from their Affiliates and Subsidiaries to exceed $2,500,000 in the aggregate at any time on or after January 1, 2014.

VIII. CONDITIONS PRECEDENT.

8.1. Conditions to Initial Advances. The agreement of Lenders to make the initial Advances requested to be made on the Closing Date is subject to the satisfaction, or waiver by Agent, immediately prior to or concurrently with the making of such Advances, of the following conditions precedent:

(a) Notes. Agent shall have received the Notes duly executed and delivered by an authorized officer of each Borrower;

(b) Other Documents. Agent shall have received each of the executed Other Documents, as applicable;

(c) License Agreements. Agent shall have received fully executed License Agreements in form and substance satisfactory to Agent pursuant to which Borrowers shall have been granted to use all Intellectual Property necessary for the operation of Borrowers' business as conducted on the Closing Date;

(d) Financial Condition Certificates. Agent shall have received an executed Financial Condition Certificate in the form of Exhibit 8.1(d);

(e) Closing Certificate. Agent shall have received a closing certificate signed by the Chief Financial Officer of each Borrower dated as of the date hereof, stating that (i) all representations and warranties set forth in this Agreement and the Other Documents are true and correct on and as of such date, and (ii) on such date no Default or Event of Default has occurred or is continuing;

(f) Borrowing Base. Agent shall have received evidence from Borrowers that the aggregate amount of Eligible Receivables and Eligible Unbilled Receivables is sufficient in value and amount to support Advances in the amount requested by Borrowers on the Closing Date;

(g) Undrawn Availability. After giving effect to the initial Advances hereunder, Borrowers shall have Undrawn Availability of at least $5,500,000;

(h) Blocked Accounts. Borrowers shall have opened the Depository Accounts with Agent or Agent shall have received duly executed agreements establishing the Blocked Accounts with financial institutions acceptable to Agent for the collection or servicing of the Receivables and proceeds of the Collateral and Agent shall have entered into control agreements with the applicable financial institutions in form and substance satisfactory to Agent with respect to such Blocked Accounts;

(i) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by this Agreement, any related agreement or under law or reasonably requested by Agent to be filed, registered or recorded in order to create, in favor of Agent, a perfected security interest in or lien upon the Collateral shall have been properly filed, registered or recorded in each jurisdiction in which the filing, registration or recordation thereof is so required or requested, and Agent shall have received an acknowledgment copy, or other evidence satisfactory to it, of each such filing, registration or recordation and satisfactory evidence of the payment of any necessary fee, tax or expense relating thereto;

(j) Amendment to Trademark License. Agent shall have received a fully executed amendment to that certain Intellectual Property License Agreement dated as of May 8, 2013 by and among IBEX Global Europe S.A.R.L and IBEX, which amendment shall be in form and substance satisfactory to Agent;

(k) Secretary's Certificates, Authorizing Resolutions and Good Standings of Borrowers. Agent shall have received a certificate of the Secretary or Assistant Secretary (or other equivalent officer, partner or manager) of each Borrower in form and substance satisfactory to Agent dated as of the Closing Date which shall certify (i) copies of resolutions in form and substance reasonably satisfactory to Agent, of the board of directors (or other equivalent governing body, member or partner) of such Borrower authorizing (x) the execution, delivery and performance of this Agreement, the Notes and each Other Document to which such Borrower is a party (including authorization of the incurrence of indebtedness, borrowing of Revolving Advances and Swing Loans and requesting of Letters of Credit on a joint and several basis with all Borrowers as provided for herein), and (y) the granting by such Borrower of the security interests in and liens upon the Collateral to secure all of the joint and several Obligations of Borrowers (and such certificate shall state that such resolutions have not been amended, modified, revoked or rescinded as of the date of such certificate), (ii) the incumbency and signature of the officers of such Borrower authorized to execute this Agreement and the Other Documents, (iii) copies of the Organizational Documents of such Borrower as in effect on such date, complete with all amendments thereto, and (iv) the good standing (or equivalent status) of such Borrower in its jurisdiction of organization dated not more than thirty (30) days prior to the Closing Date, issued by the Secretary of State or other appropriate official of such jurisdiction;

(l) Secretary's Certificates, Authorizing Resolutions and Good Standings of Guarantors. Agent shall have received a certificate of the Secretary or Assistant Secretary (or other equivalent officer, partner or manager) of each Guarantor in form and substance satisfactory to Agent dated as of the Closing Date which shall certify (i) copies of resolutions in form and substance reasonably satisfactory to Agent, of the board of directors (or other equivalent governing body, member or partner) of each Guarantor authorizing (x) the execution, delivery and performance of such Guarantor's Guaranty and each Other Document to which such Guarantor is a party and (y) the granting by such Guarantor of the security interests in and liens upon the Collateral to secure its obligations under its Guaranty (and such certificate shall state that such resolutions have not been amended, modified, revoked or rescinded as of the date of such certificate), (ii) the incumbency and signature of the officers of such Guarantor authorized to execute this Agreement and the Other Documents, (iii) copies of the Organizational Documents of such Guarantor as in effect on such date, complete with all amendments thereto, and (iv) the good standing (or equivalent status) of such Guarantor in its jurisdiction of organization and each applicable jurisdiction where the conduct of such Guarantor's business activities or the ownership of its properties necessitates qualification, as evidenced by good standing certificate(s) (or the equivalent thereof issued by any applicable jurisdiction) dated not more than thirty (30) days prior to the Closing Date, issued by the Secretary of State or other appropriate official of each such jurisdiction;

(m) Legal Opinion. Agent shall have received the executed legal opinion of Jimmy D. Holland, General Counsel of the Borrower, in form and substance satisfactory to Agent which shall cover such matters incident to the transactions contemplated by this Agreement, the Notes, the Other Documents, and related agreements as Agent may reasonably require and each Borrower hereby authorizes and directs such counsel to deliver such opinions to Agent and Lenders;

(n) UK Matters. Agent shall have received (i) the executed legal opinion of Mishcon de Reya Solictors in form and substance satisfactory to Agent which shall cover such matters incident to the transactions contemplated by all of the Other Documents to which Holdings is a party, and related agreements as Agent may reasonably require and each Borrower hereby authorizes and directs such counsel to deliver such opinions to Agent and Lenders, and (ii) evidence that all actions have been taken in order to permit Agent to enforce the Other Documents to which Holdings is a party against Holdings in accordance with their terms;

(o) No Litigation. No litigation, investigation or proceeding before or by any arbitrator or Governmental Body shall be continuing or threatened against any Borrower or against the officers or directors of any Borrower (A) in connection with this Agreement, the Other Documents or any of the transactions contemplated thereby and which, in the reasonable opinion of Agent, is deemed material or (B) which could, in the reasonable opinion of Agent, have a Material Adverse Effect; and (ii) no injunction, writ, restraining order or other order of any nature materially adverse to any Borrower or the conduct of its business or inconsistent with the due consummation of the Transactions shall have been issued by any Governmental Body;

(p) Collateral Examination. Agent shall have completed Collateral examinations and received appraisals, the results of which shall be satisfactory in form and substance to Agent, of the Receivables, General Intangibles, and equipment of each Borrower and all books and records in connection therewith;

(q) Fees. Agent shall have received all fees payable to Agent and Lenders on or prior to the Closing Date hereunder, including pursuant to Article III hereof;

(r) Pro Forma Financial Statements. Agent shall have received a copy of the Pro Forma Financial Statements which shall be satisfactory in all respects to Agent;

(s) Reserved.

(t) Insurance. Agent shall have received in form and substance satisfactory to Agent, (i) evidence that adequate insurance, including without limitation, casualty and liability insurance, required to be maintained under this Agreement is in full force and effect, and (ii) insurance certificates issued by Borrowers' insurance broker containing such information regarding Borrowers' casualty and liability insurance policies as Agent shall request and naming Agent as an additional insured, lenders loss payee and/or mortgagee, as applicable;

(u) Termination of Capital Source Bank Credit Facility. Agent shall have received evidence satisfactory to Agent that all commitments to Borrowers from Capital Source Bank shall have terminated, and all Indebtedness of Borrowers to Capital Source Bank shall have been repaid, and upon such repayment, any and all Liens of Capital Source Bank on the Collateral shall be released;

(v) Payment Instructions. Agent shall have received written instructions from Borrowing Agent directing the application of proceeds of the initial Advances made pursuant to this Agreement;

(w) Consents. Agent shall have received any and all Consents necessary to permit the effectuation of the transactions contemplated by this Agreement and the Other Documents; and, Agent shall have received such Consents and waivers of such third parties as might assert claims with respect to the Collateral, as Agent and its counsel shall deem necessary;

(x) No Adverse Material Change. (i) Since June 30, 2013, there shall not have occurred any event, condition or state of facts which could reasonably be expected to have a Material Adverse Effect and (ii) no representations made or information supplied to Agent or Lenders shall have been proven to be inaccurate or misleading in any material respect;

(y) Contract Review. Agent shall have received and reviewed all Material Contracts of Borrowers including leases, union contracts, labor contracts, vendor supply contracts, license agreements and distributorship agreements and such contracts and agreements shall be satisfactory in all respects to Agent;

(z) Compliance with Laws. Agent shall be reasonably satisfied that each Borrower is in compliance with all pertinent federal, state, local or territorial regulations, including those with respect to the Federal Occupational Safety and Health Act, the Environmental Protection Act, ERISA and the Anti-Terrorism Laws; and

(aa) Other. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the Transactions shall be satisfactory in form and substance to Agent and its counsel.

8.2. Conditions to Each Advance. The agreement of Lenders to make any Advance requested to be made on any date (including the initial Advance), is subject to the satisfaction of the following conditions precedent as of the date such Advance is made:

(a) Representations and Warranties. Each of the representations and warranties made by Holdings or any Borrower in or pursuant to this Agreement, the Other Documents and any related agreements to which it is a party, and each of the representations and warranties contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement, the Other Documents or any related agreement shall be true and correct in all respects on and as of such date as if made on and as of such date (except to the extent any such representation or warranty expressly relates only to any earlier and/or specified date);

(b) No Default. No Event of Default or Default shall have occurred and be continuing on such date, or would exist after giving effect to the Advances requested to be made, on such date; provided, however that Agent, in its sole discretion, may continue to make Advances notwithstanding the existence of an Event of Default or Default and that any Advances so made shall not be deemed a waiver of any such Event of Default or Default;

(c) No Material Adverse Effect. No Material Adverse Effect shall exist; and

(d) Maximum Advances. In the case of any type of Advance requested to be made, after giving effect thereto, the aggregate amount of such type of Advance shall not exceed the maximum amount of such type of Advance permitted under this Agreement.

Each request for an Advance by any Borrower hereunder shall constitute a representation and warranty by each Borrower as of the date of such Advance that the conditions contained in this subsection shall have been satisfied.

IX. INFORMATION AS TO BORROWERS.

Each Borrower shall, or (except with respect to Section 9.11) shall cause Borrowing Agent on its behalf to, until satisfaction in full of the Obligations and the termination of this Agreement:

9.1. Disclosure of Material Matters. Promptly upon learning thereof, report to Agent (a) all matters materially affecting the value, enforceability or collectability of any portion of the Collateral, including any Borrower's reclamation or repossession of, or the return to any Borrower of, a material amount of goods or claims or disputes asserted by any Customer or other obligor, and (b) any investigation, hearing, proceeding or other inquest into any Borrower, any Guarantor, or any Affiliate of any Borrower or any Guarantor by any Governmental Body with respect to Anti-Terrorism Laws.

9.2. Schedules. Deliver to Agent (i) on or before the fifteenth (15th) day of each month as and for the prior month (a) accounts receivable ageings, (b) accounts payable schedules, and (c) a Borrowing Base Certificate in form and substance satisfactory to Agent (which shall be calculated as of the last day of the prior month and which shall not be binding upon Agent or restrictive of Agent's rights under this Agreement), and (ii) on or before the last day of each week, a sales report / roll forward for the prior week. In addition, each Borrower will deliver to Agent at such intervals as Agent may require: (i) confirmatory assignment schedules; (ii) copies of Customer's invoices; (iii) evidence of shipment or delivery; and (iv) such further schedules, documents and/or information regarding the Collateral as Agent may require including trial balances and test verifications. Agent shall have the right to confirm and verify all Receivables by any manner and through any medium it considers advisable and do whatever it may deem reasonably necessary to protect its interests hereunder. The items to be provided under this Section are to be in form satisfactory to Agent and executed by each Borrower and delivered to Agent from time to time solely for Agent's convenience in maintaining records of the Collateral, and any Borrower's failure to deliver any of such items to Agent shall not affect, terminate, modify or otherwise limit Agent's Lien with respect to the Collateral. Unless otherwise agreed to by Agent, the items to be provided under this Section 9.2 shall be delivered to Agent by the specific method of Approved Electronic Communication designated by Agent.

9.3. Environmental Reports.

(a) Furnish Agent, concurrently with the delivery of the financial statements referred to in Sections 9.7 and 9.8, with a certificate signed by the President of Borrowing Agent stating, to the best of his knowledge, that each Borrower is in compliance in all material respects with all applicable Environmental Laws. To the extent any Borrower is not in compliance with the foregoing laws, the certificate shall set forth with specificity all areas of non-compliance and the proposed action such Borrower will implement in order to achieve full compliance.

(b) In the event any Borrower obtains, gives or receives notice of any Release or threat of Release of a reportable quantity of any Hazardous Materials at the Real Property (any such event being hereinafter referred to as a "Hazardous Discharge") or receives any notice of violation, request for information or notification that it is potentially responsible for investigation or cleanup of environmental conditions at the Real Property, demand letter or complaint, order, citation, or other written notice with regard to any Hazardous Discharge or violation of Environmental Laws affecting the Real Property or any Borrower's interest therein or the operations or the business (any of the foregoing is referred to herein as an "Environmental Complaint") from any Person, including any Governmental Body, then Borrowing Agent shall, within five (5) Business Days, give written notice of same to Agent detailing facts and circumstances of which any Borrower is aware giving rise to the Hazardous Discharge or Environmental Complaint. Such information is to be provided to allow Agent to protect its security interest in and Lien on the Collateral and is not intended to create nor shall it create any obligation upon Agent or any Lender with respect thereto.

(c) Borrowing Agent shall promptly forward to Agent copies of any request for information, notification of potential liability, demand letter relating to potential responsibility with respect to the investigation or cleanup of Hazardous Materials at any other site owned, operated or used by any Borrower to manage of Hazardous Materials and shall continue to forward copies of correspondence between any Borrower and the Governmental Body regarding such claims to Agent until the claim is settled. Borrowing Agent shall promptly forward to Agent copies of all documents and reports concerning a Hazardous Discharge or Environmental Complaint at the Real Property, operations or business that any Borrower is required to file under any Environmental Laws. Such information is to be provided solely to allow Agent to protect Agent's security interest in and Lien on the Collateral.

9.4. Litigation. Promptly notify Agent in writing of any claim, litigation, suit or administrative proceeding which could reasonably be expected to result in an Event of Default hereunder or which could reasonably be expected to result in a Material Adverse Effect on any Borrower, Holdings or any Guarantor, whether or not the claim is covered by insurance.

9.5. Material Occurrences. Promptly notify Agent in writing upon the occurrence of: (a) any Event of Default or Default; (b) any event, development or circumstance whereby any financial statements or other reports furnished to Agent fail in any material respect to present fairly, in accordance with IFRS consistently applied, the financial condition or operating results of any Borrower as of the date of such statements; (c) any accumulated retirement plan funding deficiency which, if such deficiency continued for two plan years and was not corrected as provided in Section 4971 of the Code, could subject any Borrower to a tax imposed by Section 4971 of the Code; (d) each and every default by any Borrower which might result in the acceleration of the maturity of any Indebtedness, including the names and addresses of the holders of such Indebtedness with respect to which there is a default existing or with respect to which the maturity has been or could be accelerated, and the amount of such Indebtedness; and (e) any other development in the business or affairs of any Borrower or any Guarantor, which could reasonably be expected to have a Material Adverse Effect; in each case describing the nature thereof and the action Borrowers propose to take with respect thereto.

9.6. Government Receivables. Notify Agent promptly if any of its Receivables arise out of contracts between any Borrower and the United States, any state, or any department, agency or instrumentality of any of them.

9.7. Annual Financial Statements. Furnish Agent within one hundred twenty (120) days after the end of each fiscal year of Borrowers, financial statements of Borrowers on a consolidating and consolidated basis including, but not limited to, statements of income and stockholders' equity and cash flow from the beginning of the current fiscal year to the end of such fiscal year and the balance sheet as at the end of such fiscal year, all prepared in accordance with IFRS applied on a basis consistent with prior practices, and in reasonable detail and reported upon without qualification by an independent certified public accounting firm selected by Borrowers and satisfactory to Agent (the "Accountants"). In addition, the reports shall be accompanied by a Compliance Certificate.

9.8. Quarterly Financial Statements. Furnish Agent within forty five (45) days after the end of each fiscal quarter, an unaudited balance sheet of Borrowers on a consolidated and consolidating basis and unaudited statements of income and stockholders' equity and cash flow of Borrowers on a consolidated and consolidating basis reflecting results of operations from the beginning of the fiscal year to the end of such quarter and for such quarter, prepared on a basis consistent with prior practices and complete and correct in all material respects, subject to normal and recurring year-end adjustments that individually and in the aggregate are not material to Borrowers' business operations and setting forth in comparative form the respective financial statements for the corresponding date and period in the previous fiscal year. The reports shall be accompanied by a Compliance Certificate.

9.9. Monthly Financial Statements. Furnish Agent within thirty (30) days after the end of each month, an unaudited balance sheet of Borrowers on a consolidated and consolidating basis and unaudited statements of income and stockholders' equity and cash flow of Borrowers on a consolidated and consolidating basis reflecting results of operations from the beginning of the fiscal year to the end of such month and for such month, prepared on a basis consistent with prior practices and complete and correct in all material respects, subject to normal and recurring year-end adjustments that individually and in the aggregate are not material to Borrowers' business operations and setting forth in comparative form the respective financial statements for the corresponding date and period in the previous fiscal year. The reports shall be accompanied by a Compliance Certificate.

9.10. Other Reports. Furnish Agent as soon as available, but in any event within ten (10) days after the issuance thereof, with (i) copies of such financial statements, reports and returns as each Borrower shall send to the holders of its Equity Interests and (ii) copies of all financial statements, reports and returns as Holdings shall provide for publication with the exchange on which its Equity Interests are listed and traded. Notwithstanding the foregoing, Borrower and Holdings will be deemed to have furnished such reports and information referred to in this Section 9.10 if Borrower or Holdings (so long as access and instructions therefor are provided to Agent) has, upon prior or contemporaneous notice to Agent, (i) filed such reports with or to such securities exchange or the governing body of such securities exchange in such a manner that such reports or information are publically available, or (ii) otherwise posted such information or reports in an online data system for the benefit of its creditors or stockholders generally.

9.11. Additional Information. Furnish Agent with such additional information as Agent shall reasonably request in order to enable Agent to determine whether the terms, covenants, provisions and conditions of this Agreement have been complied with by Borrowers including, without the necessity of any request by Agent, (a) copies of all environmental audits and reviews, (b) at least thirty (30) days prior thereto, notice of any Borrower's opening of any new office or place of business or any Borrower's closing of any existing office or place of business, and (c) promptly upon any Borrower's learning thereof, notice of any labor dispute to which any Borrower may become a party, any strikes or walkouts relating to any of its plants or other facilities, and the expiration of any labor contract to which any Borrower is a party or by which any Borrower is bound.

9.12. Projected Operating Budget. Furnish Agent, no later than thirty (30) days prior to the beginning of each Borrower's fiscal years commencing with fiscal year 2015, a month by month projected operating budget and cash flow of Borrowers on a consolidated and consolidating basis for such fiscal year (including an income statement for each month and a balance sheet as at the end of the last month in each fiscal quarter), such projections to be accompanied by a certificate signed by the Chief Executive Officer or Chief Financial Officer of each Borrower to the effect that such projections have been prepared on the basis of sound financial planning practice consistent with past budgets and financial statements and that such officer has no reason to question the reasonableness of any material assumptions on which such projections were prepared.

9.13. Variances From Operating Budget. Furnish Agent, concurrently with the delivery of the financial statements referred to in Sections 9.7 and 9.8, a written report summarizing all material variances from budgets submitted by Borrowers pursuant to Section 9.12 and a discussion and analysis by management with respect to such variances.

9.14. Notice of Suits, Adverse Events. Furnish Agent with prompt written notice of (i) any lapse or other termination of any Consent issued to any Borrower by any Governmental Body or any other Person that is material to the operation of any Borrower's business, (ii) any refusal by any Governmental Body or any other Person to renew or extend any such Consent; and (iii) copies of any periodic or special reports filed by any Borrower or any Guarantor with any Governmental Body or Person, if such reports indicate any material change in the business, operations, affairs or condition of any Borrower or any Guarantor, or if copies thereof are requested by Lender, and (iv) copies of any material notices and other communications from any Governmental Body or Person which specifically relate to any Borrower or any Guarantor.

9.15. ERISA Notices and Requests. Furnish Agent with prompt written notice in the event that (i) any Borrower or any member of the Controlled Group knows or has reason to know that a Termination Event has occurred, together with a written statement describing such Termination Event and the action, if any, which such Borrower or any member of the Controlled Group has taken, is taking, or proposes to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, Department of Labor or PBGC with respect thereto, (ii) any Borrower or any member of the Controlled Group knows or has reason to know that a prohibited transaction (as defined in Sections 406 of ERISA and 4975 of the Code) has occurred together with a written statement describing such transaction and the action which such Borrower or any member of the Controlled Group has taken, is taking or proposes to take with respect thereto, (iii) a funding waiver request has been filed with respect to any Plan together with all communications received by any Borrower or any member of the Controlled Group with respect to such request, (iv) any increase in the benefits of any existing Plan or the establishment of any new Plan or the commencement of contributions to any Plan to which any Borrower or any member of the Controlled Group was not previously contributing shall occur, (v) any Borrower or any member of the Controlled Group shall receive from the PBGC a notice of intention to terminate a Plan or to have a trustee appointed to administer a Plan, together with copies of each such notice, (vi) any Borrower or any member of the Controlled Group shall receive any favorable or unfavorable determination letter from the Internal Revenue Service regarding the qualification of a Plan under Section 401(a) of the Code, together with copies of each such letter; (vii) any Borrower or any member of the Controlled Group shall receive a notice regarding the imposition of withdrawal liability, together with copies of each such notice; (viii) any Borrower or any member of the Controlled Group shall fail to make a required installment or any other required payment under the Code or ERISA on or before the due date for such installment or payment; or (ix) any Borrower or any member of the Controlled Group knows that (a) a Multiemployer Plan has been terminated, (b) the administrator or plan sponsor of a Multiemployer Plan intends to terminate a Multiemployer Plan, (c) the PBGC has instituted or will institute proceedings under Section 4042 of ERISA to terminate a Multiemployer Plan or (d) a Multiemployer Plan is subject to Section 432 of the Code or Section 305 of ERISA.

9.16. Additional Documents. Execute and deliver to Agent, upon request, such documents and agreements as Agent may, from time to time, reasonably request to carry out the purposes, terms or conditions of this Agreement.

9.17. Updates to Certain Schedules. Deliver to Agent promptly as shall be required to maintain the related representations and warranties as true and correct, updates to Schedules 4.4 (Locations of equipment and Inventory), 5.9 (Intellectual Property, Source Code Escrow Agreements), and 5.24 (Equity Interests); provided, that absent the occurrence and continuance of any Event of Default, Borrower shall only be required to provide such updates on a monthly basis in connection with delivery of a Compliance Certificate with respect to the applicable month. Any such updated Schedules delivered by Borrowers to Agent in accordance with this Section 9.17 shall automatically and immediately be deemed to amend and restate the prior version of such Schedule previously delivered to Agent and attached to and made part of this Agreement.

9.18. Financial Disclosure. Each Borrower hereby irrevocably authorizes and directs all accountants and auditors employed by such Borrower at any time during the Term to exhibit and deliver to Agent and each Lender copies of any of such Borrower's financial statements, trial balances or other accounting records of any sort in the accountant's or auditor's possession, and to disclose to Agent and each Lender any information such accountants may have concerning such Borrower's financial status and business operations. Each Borrower hereby authorizes all Governmental Bodies to furnish to Agent and each Lender copies of reports or examinations relating to such Borrower, whether made by such Borrower or otherwise; however, Agent and each Lender will attempt to obtain such information or materials directly from such Borrower prior to obtaining such information or materials from such accountants or Governmental Bodies.

9.19. Customer Documents. Notify Agent if any Borrower is or becomes party to any agreement with a Customer pursuant to which such Customer may exercise any rights of setoff against such Borrower, whether under such agreement or pursuant to applicable law, and provide to Agent copies of all documents and instruments evidencing any such agreements.

X. EVENTS OF DEFAULT.

The occurrence of any one or more of the following events shall constitute an "Event of Default":

10.1. Nonpayment. Failure by any Borrower to pay when due (a) any principal or interest on the Obligations (including without limitation pursuant to Section 2.9), or (b) any other fee, charge, amount or liability provided for herein or in any Other Document, in each case whether at maturity, by reason of acceleration pursuant to the terms of this Agreement, by notice of intention to prepay or by required prepayment.

10.2. Breach of Representation. Except as provided in Section 10.18, any representation or warranty made or deemed made by any Borrower or any Guarantor in this Agreement, any Other Document or any related agreement or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith shall prove to have been incorrect or misleading in any material respect on the date when made or deemed to have been made;

10.3. Financial Information. Failure by any Borrower to (i) furnish financial information when due or within three (3) Business Days following a request hereunder, or (ii) permit the inspection of its books or records or access to its premises for audits and appraisals in accordance with the terms hereof;

10.4. Judicial Actions. Issuance of a notice of Lien, levy, assessment, injunction or attachment (a) against any Borrower's Inventory or Receivables or (b) against a material portion of any Borrower's other property which, in either case, is not stayed or lifted within thirty (30) days;

10.5. Noncompliance. Except as otherwise provided for in Sections 10.1, 10.3, 10.5(ii), and 10.18 (i) failure or neglect of any Borrower to perform, keep or observe any term, provision, condition, covenant contained in Sections 2.22, 4.3, 4.6, 6.2(a), 6.2(b), 6.5, 6.8, 9.1, 9.15 or Article VII, or (ii) failure or neglect of any Borrower or any Guarantor to perform, keep or observe any other term, provision, condition or covenant, contained herein or in any Other Document which is not cured within fifteen (15) days from the earlier of (a) knowledge of such failure by a Borrower or (b) the date on which Borrowers receive written notice of such failure from the Agent;

10.6. Judgments. Any (a) judgment or judgments, writ(s), order(s) or decree(s) for the payment of money are rendered against any Borrower or any Guarantor for an aggregate amount in excess of $500,000 or against all Borrowers or Guarantors for an aggregate amount in excess of $500,000 and (b) (i) action shall be legally taken by any judgment creditor to levy upon assets or properties of any Borrower or any Guarantor to enforce any such judgment, (ii) such judgment shall remain undischarged for a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, shall not be in effect, or (iii) any Liens arising by virtue of the rendition, entry or issuance of such judgment upon assets or properties of any Borrower or any Guarantor shall be senior to any Liens in favor of Agent on such assets or properties;

10.7. Bankruptcy. Any Borrower, any Guarantor, any Subsidiary or Affiliate of any Borrower shall (i) apply for, consent to or suffer the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case under any state or federal bankruptcy or receivership laws (as now or hereafter in effect), (v) be adjudicated a bankrupt or insolvent (including by entry of any order for relief in any involuntary bankruptcy or insolvency proceeding commenced against it), (vi) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vii) acquiesce to, or fail to have dismissed, within thirty (30) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (viii) take any action for the purpose of effecting any of the foregoing;

10.8. Reserved.

10.9. Lien Priority. Any Lien created hereunder or provided for hereby or under any related agreement for any reason ceases to be or is not a valid and perfected Lien having a first priority interest (subject only to Permitted Encumbrances that have priority as a matter of Applicable Law to the extent such Liens only attach to Collateral other than Receivables or Inventory);

10.10. Affiliate Cross Default. Either (x) any specified "event of default" under any Indebtedness of any Affiliate of any Borrower with a then-outstanding principal balance (or, in the case of any Indebtedness not so denominated, with a then-outstanding total obligation amount) of $250,000 or more, or any other event or circumstance which would permit the holder of any such Indebtedness of any Affiliate of any Borrower to accelerate such Indebtedness (and/or the obligations of any Affiliate of any Borrower thereunder) prior to the scheduled maturity or termination thereof, shall occur (regardless of whether the holder of such Indebtedness shall actually accelerate, terminate or otherwise exercise any rights or remedies with respect to such Indebtedness) or (y) a default of the obligations of any Affiliate of any Borrower under any other agreement to which it is a party shall occur which has or is reasonably likely to have a Material Adverse Effect;

10.11. Cross Default. Either (x) any specified "event of default" under any Indebtedness (other than the Obligations) of any Borrower with a then-outstanding principal balance (or, in the case of any Indebtedness not so denominated, with a then-outstanding total obligation amount) of $500,000 or more, or any other event or circumstance which would permit the holder of any such Indebtedness of any Borrower to accelerate such Indebtedness (and/or the obligations of Borrower thereunder) prior to the scheduled maturity or termination thereof, shall occur (regardless of whether the holder of such Indebtedness shall actually accelerate, terminate or otherwise exercise any rights or remedies with respect to such Indebtedness) or (y) a default of the obligations of any Borrower under any other agreement to which it is a party shall occur which has or is reasonably likely to have a Material Adverse Effect;

10.12. Breach of Guaranty or Pledge Agreement. Termination or breach of any Guaranty, Guarantor Security Agreement, Pledge Agreement or similar agreement executed and delivered to Agent in connection with the Obligations of any Borrower, or if any Guarantor or pledgor attempts to terminate, challenges the validity of, or its liability under, any such Guaranty, Guarantor Security Agreement, Pledge Agreement or similar agreement;

10.13. Change of Control. Any Change of Control shall occur;

10.14. Invalidity. Any material provision of this Agreement or any Other Document shall, for any reason, cease to be valid and binding on any Borrower or any Guarantor, or any Borrower or any Guarantor shall so claim in writing to Agent or any Lender or any Borrower challenges the validity of or its liability under this Agreement or any Other Document;

10.15. Seizures. Any (a) portion of the Collateral shall be seized, subject to garnishment or taken by a Governmental Body, or any Borrower or any Guarantor, or (b) the title and rights of any Borrower, Holdings or any Guarantor which is the owner of any material portion of the Collateral shall have become the subject matter of claim, litigation, suit, garnishment or other proceeding which might, in the opinion of Agent, upon final determination, result in impairment or loss of the security provided by this Agreement or the Other Documents;

10.16. Operations. The operations of any Borrower's or any Guarantor's facility are interrupted (other than in connection with any regularly scheduled shutdown for employee vacations and/or maintenance in the Ordinary Course of Business) at any time for more than four (4) consecutive days, unless such Borrower or Guarantor shall (i) be entitled to receive for such period of interruption, proceeds of business interruption insurance sufficient to assure that its per diem cash needs during such period is at least equal to its average per diem cash needs for the consecutive three month period immediately preceding the initial date of interruption and (ii) receive such proceeds in the amount described in clause (i) preceding not later than thirty (30) days following the initial date of any such interruption; provided, however, that notwithstanding the provisions of clauses (i) and (ii) of this section, an Event of Default shall be deemed to have occurred if such Borrower or Guarantor shall be receiving the proceeds of business interruption insurance for a period of thirty (30) consecutive days;

10.17. Pension Plans. An event or condition specified in Sections 7.16 or 9.15 hereof shall occur or exist with respect to any Plan and, as a result of such event or condition, together with all other such events or conditions, any Borrower or any member of the Controlled Group shall incur, or in the opinion of Agent be reasonably likely to incur, a liability to a Plan or the PBGC (or both) which, in the reasonable judgment of Agent, would have a Material Adverse Effect; or the occurrence of any Termination Event, or any Borrower's failure to promptly report a Termination Event in accordance with Section 9.15 hereof; or

10.18. Anti-Terrorism Laws. If (i) any representation or warranty contained in (x) Section 16.18 hereof or (y) any corresponding section of any Guaranty is or becomes false or misleading at any time, (ii) any Borrower shall fail to comply with its obligations under Section 16.18 hereof, or (iii) any Guarantor shall fail to comply with its obligations under any section of any Guaranty containing provisions comparable to those set forth in Section 16.18 hereof.

XI. LENDERS' RIGHTS AND REMEDIES AFTER DEFAULT.

11.1. Rights and Remedies.

(a) Upon the occurrence of: (i) an Event of Default pursuant to Section 10.7 (other than Section 10.7(vii)), all Obligations shall be immediately due and payable and this Agreement and the obligation of Lenders to make Advances shall be deemed terminated, (ii) any of the other Events of Default and at any time thereafter, at the option of Agent or at the direction of Required Lenders all Obligations shall be immediately due and payable and Agent or Required Lenders shall have the right to terminate this Agreement and to terminate the obligation of Lenders to make Advances; and (iii) without limiting Section 8.2 hereof, any Default under Sections 10.7(vii) hereof, the obligation of Lenders to make Advances hereunder shall be suspended until such time as such involuntary petition shall be dismissed. Upon the occurrence of any Event of Default, Agent shall have the right to exercise any and all rights and remedies provided for herein, under the Other Documents, under the Uniform Commercial Code and at law or equity generally, including the right to foreclose the security interests granted herein and to realize upon any Collateral by any available judicial procedure and/or to take possession of and sell any or all of the Collateral with or without judicial process. Agent may enter any of any Borrower's premises or other premises without legal process and without incurring liability to any Borrower therefor, and Agent may thereupon, or at any time thereafter, in its discretion without notice or demand, take the Collateral and remove the same to such place as Agent may deem advisable and Agent may require Borrowers to make the Collateral available to Agent at a convenient place. With or without having the Collateral at the time or place of sale, Agent may sell the Collateral, or any part thereof, at public or private sale, at any time or place, in one or more sales, at such price or prices, and upon such terms, either for cash, credit or future delivery, as Agent may elect. Except as to that part of the Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Agent shall give Borrowers reasonable notification of such sale or sales, it being agreed that in all events written notice mailed to Borrowing Agent at least ten (10) days prior to such sale or sales is reasonable notification. At any public sale Agent or any Lender may bid (including credit bid) for and become the purchaser, and Agent, any Lender or any other purchaser at any such sale thereafter shall hold the Collateral sold absolutely free from any claim or right of whatsoever kind, including any equity of redemption and all such claims, rights and equities are hereby expressly waived and released by each Borrower. In connection with the exercise of the foregoing remedies, including the sale of Inventory, Agent is granted a perpetual nonrevocable, royalty free, nonexclusive license and Agent is granted permission to use all of each Borrower's (a) Intellectual Property which is used or useful in connection with Inventory for the purpose of marketing, advertising for sale and selling or otherwise disposing of such Inventory and (b) equipment for the purpose of completing the manufacture of unfinished goods. The cash proceeds realized from the sale of any Collateral shall be applied to the Obligations in the order set forth in Section 11.5 hereof. Noncash proceeds will only be applied to the Obligations as they are converted into cash. If any deficiency shall arise, Borrowers shall remain liable to Agent and Lenders therefor.

(b) To the extent that Applicable Law imposes duties on Agent to exercise remedies in a commercially reasonable manner, each Borrower acknowledges and agrees that it is not commercially unreasonable for Agent: (i) to fail to incur expenses reasonably deemed significant by Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition; (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of; (iii) to fail to exercise collection remedies against Customers or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral; (iv) to exercise collection remedies against Customers and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists; (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (vi) to contact other Persons, whether or not in the same business as any Borrower, for expressions of interest in acquiring all or any portion of such Collateral; (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature; (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets; (ix) to dispose of assets in wholesale rather than retail markets; (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Agent against risks of loss, collection or disposition of Collateral or to provide to Agent a guaranteed return from the collection or disposition of Collateral; or (xii) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Agent in the collection or disposition of any of the Collateral. Each Borrower acknowledges that the purpose of this Section 11.1(b) is to provide non-exhaustive indications of what actions or omissions by Agent would not be commercially unreasonable in Agent’s exercise of remedies against the Collateral and that other actions or omissions by Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 11.1(b). Without limitation upon the foregoing, nothing contained in this Section 11.1(b) shall be construed to grant any rights to any Borrower or to impose any duties on Agent that would not have been granted or imposed by this Agreement or by Applicable Law in the absence of this Section 11.1(b).

11.2. Agent's Discretion. Agent shall have the right in its sole discretion to determine which rights, Liens, security interests or remedies Agent may at any time pursue, relinquish, subordinate, or modify, which procedures, timing and methodologies to employ, and what any other action to take with respect to any or all of the Collateral and in what order, thereto and such determination will not in any way modify or affect any of Agent's or Lenders' rights hereunder as against Borrowers or each other.

11.3. Setoff. Subject to Section 14.13, in addition to any other rights which Agent or any Lender may have under Applicable Law, upon the occurrence of an Event of Default hereunder, Agent and such Lender shall have a right, immediately and without notice of any kind, to apply any Borrower's property held by Agent and such Lender or any of their Affiliates to reduce the Obligations and to exercise any and all rights of setoff which may be available to Agent and such Lender with respect to any deposits held by Agent or such Lender.

11.4. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative.

11.5. Allocation of Payments After Event of Default. Notwithstanding any other provisions of this Agreement to the contrary, after the occurrence and during the continuance of an Event of Default, all amounts collected or received by Agent on account of the Obligations (including without limitation any amounts on account of any of Cash Management Liabilities or Hedge Liabilities), or in respect of the Collateral may, at Agent's discretion, be paid over or delivered as follows:

FIRST, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) of Agent in connection with enforcing its rights and the rights of Lenders under this Agreement and the Other Documents, and any Out-of-Formula Loans and Protective Advances funded by Agent with respect to the Collateral under or pursuant to the terms of this Agreement;

SECOND, to payment of any fees owed to Agent;

THIRD, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) of each of the Lenders to the extent owing to such Lender pursuant to the terms of this Agreement;

FOURTH, to the payment of all of the Obligations consisting of accrued interest on account of the Swing Loans;

FIFTH, to the payment of the outstanding principal amount of the Obligations consisting of Swing Loans;

SIXTH, to the payment of all Obligations arising under this Agreement and the Other Documents consisting of accrued fees and interest (other than interest in respect of Swing Loans paid pursuant to clause FOURTH above);

SEVENTH, to the payment of the outstanding principal amount of the Obligations (other than principal in respect of Swing Loans paid pursuant to clause FIFTH above) arising under this Agreement (including Cash Management Liabilities and Hedge Liabilities) (including the payment or cash collateralization of any outstanding Letters of Credit in accordance with Section 3.2(b) hereof).

EIGHTH, to all other Obligations arising under this Agreement which shall have become due and payable (hereunder, under the Other Documents or otherwise) and not repaid pursuant to clauses "FIRST" through "SEVENTH" above;

NINTH, to all other Obligations which shall have become due and payable and not repaid pursuant to clauses "FIRST" through "EIGHTH"; and

TENTH, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (ii) each of the Lenders shall receive (so long as it is not a Defaulting Lender) an amount equal to its pro rata share (based on the proportion that the then outstanding Advances, Cash Management Liabilities and Hedge Liabilities held by such Lender bears to the aggregate then outstanding Advances, Cash Management Liabilities and Hedge Liabilities) of amounts available to be applied pursuant to clauses "SIXTH", "SEVENTH", "EIGHTH" and "TENTH" above; and (iii) notwithstanding anything to the contrary in this Section 11.5, no Swap Obligations of any Non-Qualifying Party shall be paid with amounts received from such Non-Qualifying Party under its Guaranty (including sums received as a result of the exercise of remedies with respect to such Guaranty) or from the proceeds of such Non-Qualifying Party's Collateral if such Swap Obligations would constitute Excluded Hedge Liabilities, provided, however, that to the extent possible appropriate adjustments shall be made with respect to payments and/or the proceeds of Collateral from other Borrowers and/or Guarantors that are Eligible Contract Participants with respect to such Swap Obligations to preserve the allocation to Obligations otherwise set forth above in this Section 11.5; and (iv) to the extent that any amounts available for distribution pursuant to clause "SEVENTH" above are attributable to the issued but undrawn amount of outstanding Letters of Credit, such amounts shall be held by Agent as cash collateral for the Letters of Credit pursuant to Section 3.2(b) hereof and applied (A) first, to reimburse Issuer from time to time for any drawings under such Letters of Credit and (B) then, following the expiration of all Letters of Credit, to all other obligations of the types described in clauses "SEVENTH," "EIGHTH", and "TENTH" above in the manner provided in this Section 11.5.

XII. WAIVERS AND JUDICIAL PROCEEDINGS.

12.1. Waiver of Notice. Each Borrower hereby waives notice of non-payment of any of the Receivables, demand, presentment, protest and notice thereof with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended, Collateral received or delivered, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein.

12.2. Delay. No delay or omission on Agent's or any Lender's part in exercising any right, remedy or option shall operate as a waiver of such or any other right, remedy or option or of any Default or Event of Default.

12.3. Jury Waiver. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

XIII. EFFECTIVE DATE AND TERMINATION.

13.1. Term. This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Borrower, Agent and each Lender, shall become effective on the date hereof and shall continue in full force and effect until November 7, 2016 (the "Term") unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon sixty (60) days prior written notice to Agent upon payment in full of the Obligations. In the event the Obligations are prepaid in full (whether voluntary or involuntary, including after acceleration thereof) and this Agreement is terminated prior to the last day of the Term (the date of such prepayment hereinafter referred to as the "Early Termination Date"), Borrowers shall concurrently pay to Agent for the benefit of Lenders an early termination fee in an amount equal to (x) one half of one percent (0.50%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the Closing Date to and including the second anniversary of the Closing Date, and (y) zero percent (0.00%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the date immediately following the second anniversary of the Closing Date; provided, however, that if the Obligations are prepaid in full in connection with a refinancing provided by a division of PNC, no early termination fee shall be due upon the Early Termination Date.

13.2. Termination. The termination of the Agreement shall not affect Agent's or any Lender's rights, or any of the Obligations having their inception prior to the effective date of such termination or any Obligations which pursuant to the terms hereof continue to accrue after such date, and the provisions hereof shall continue to be fully operative until all transactions entered into, rights or interests created and Obligations have been fully and indefeasibly paid, disposed of, concluded or liquidated. The security interests, Liens and rights granted to Agent and Lenders hereunder and the financing statements filed hereunder shall continue in full force and effect, notwithstanding the termination of this Agreement or the fact that Borrowers' Account may from time to time be temporarily in a zero or credit position, until all of the Obligations of each Borrower have been indefeasibly paid and performed in full after the termination of this Agreement or each Borrower has furnished Agent and Lenders with an indemnification satisfactory to Agent and Lenders with respect thereto. Accordingly, each Borrower waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the Collateral, and Agent shall not be required to send such termination statements to each Borrower, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations have been indefeasibly paid in full in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are indefeasibly paid and performed in full.

XIV. REGARDING AGENT.

14.1. Appointment. Each Lender hereby designates PNC to act as Agent for such Lender under this Agreement and the Other Documents. Each Lender hereby irrevocably authorizes Agent to take such action on its behalf under the provisions of this Agreement and the Other Documents and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto and Agent shall hold all Collateral, payments of principal and interest, fees (except the fees set forth in Sections 2.8(b), 3.3(a) and 3.4), charges and collections received pursuant to this Agreement, for the ratable benefit of Lenders. Agent may perform any of its duties hereunder by or through its agents or employees. As to any matters not expressly provided for by this Agreement (including collection of the Note) Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of Required Lenders, and such instructions shall be binding; provided, however, that Agent shall not be required to take any action which, in Agent's discretion, exposes Agent to liability or which is contrary to this Agreement or the Other Documents or Applicable Law unless Agent is furnished with an indemnification reasonably satisfactory to Agent with respect thereto.

14.2. Nature of Duties. Agent shall have no duties or responsibilities except those expressly set forth in this Agreement and the Other Documents. Neither Agent nor any of its officers, directors, employees or agents shall be (i) liable for any action taken or omitted by them as such hereunder or in connection herewith, unless caused by their gross (not mere) negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment), or (ii) responsible in any manner for any recitals, statements, representations or warranties made by any Borrower or any officer thereof contained in this Agreement, or in any of the Other Documents or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any of the Other Documents or for the value, validity, effectiveness, genuineness, due execution, enforceability or sufficiency of this Agreement, or any of the Other Documents or for any failure of any Borrower to perform its obligations hereunder. Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any of the Other Documents, or to inspect the properties, books or records of any Borrower. The duties of Agent as respects the Advances to Borrowers shall be mechanical and administrative in nature; Agent shall not have by reason of this Agreement a fiduciary relationship in respect of any Lender; and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon Agent any obligations in respect of this Agreement or the transactions described herein except as expressly set forth herein.

14.3. Lack of Reliance on Agent. Independently and without reliance upon Agent or any other Lender, each Lender has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of each Borrower and each Guarantor in connection with the making and the continuance of the Advances hereunder and the taking or not taking of any action in connection herewith, and (ii) its own appraisal of the creditworthiness of each Borrower and each Guarantor. Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before making of the Advances or at any time or times thereafter except as shall be provided by any Borrower pursuant to the terms hereof. Agent shall not be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any agreement, document, certificate or a statement delivered in connection with or for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of this Agreement or any Other Document, or of the financial condition of any Borrower or any Guarantor, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement, the Note, the Other Documents or the financial condition or prospects of any Borrower, or the existence of any Event of Default or any Default.

14.4. Resignation of Agent; Successor Agent. Agent may resign on sixty (60) days written notice to each Lender and Borrowing Agent and upon such resignation, Required Lenders will promptly designate a successor Agent reasonably satisfactory to Borrowers (provided that no such approval by Borrowers shall be required (i) in any case where the successor Agent is one of the Lenders or (ii) after the occurrence and during the continuance of any Event of Default). Any such successor Agent shall succeed to the rights, powers and duties of Agent, and shall in particular succeed to all of Agent's right, title and interest in and to all of the Liens in the Collateral securing the Obligations created hereunder or any Other Document (including any Pledge Agreement and all account control agreements), and the term "Agent" shall mean such successor agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent. However, notwithstanding the foregoing, if at the time of the effectiveness of the new Agent's appointment, any further actions need to be taken in order to provide for the legally binding and valid transfer of any Liens in the Collateral from former Agent to new Agent and/or for the perfection of any Liens in the Collateral as held by new Agent or it is otherwise not then possible for new Agent to become the holder of a fully valid, enforceable and perfected Lien as to any of the Collateral, former Agent shall continue to hold such Liens solely as agent for perfection of such Liens on behalf of new Agent until such time as new Agent can obtain a fully valid, enforceable and perfected Lien on all Collateral, provided that Agent shall not be required to or have any liability or responsibility to take any further actions after such date as such agent for perfection to continue the perfection of any such Liens (other than to forego from taking any affirmative action to release any such Liens). After any Agent's resignation as Agent, the provisions of this Article XIV, and any indemnification rights under this Agreement, including without limitation, rights arising under Section 16.5 hereof, shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement (and in the event resigning Agent continues to hold any Liens pursuant to the provisions of the immediately preceding sentence, the provisions of this Article XIV and any indemnification rights under this Agreement, including without limitation, rights arising under Section 16.5 hereof, shall inure to its benefit as to any actions taken or omitted to be taken by it in connection with such Liens).

14.5. Certain Rights of Agent. If Agent shall request instructions from Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any Other Document, Agent shall be entitled to refrain from such act or taking such action unless and until Agent shall have received instructions from Required Lenders; and Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, Lenders shall not have any right of action whatsoever against Agent as a result of its acting or refraining from acting hereunder in accordance with the instructions of Required Lenders.

14.6. Reliance. Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, email, facsimile, telex, teletype or telecopier message, cablegram, order or other document or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to this Agreement and the Other Documents and its duties hereunder, upon advice of counsel selected by it. Agent may employ agents and attorneys-in-fact and shall not be liable for the default or misconduct of any such agents or attorneys-in-fact selected by Agent with reasonable care.

14.7. Notice of Default. Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder or under the Other Documents, unless Agent has received notice from a Lender or Borrowing Agent referring to this Agreement or the Other Documents, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that Agent receives such a notice, Agent shall give notice thereof to Lenders. Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by Required Lenders; provided, that, unless and until Agent shall have received such directions, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of Lenders.

14.8. Indemnification. To the extent Agent is not reimbursed and indemnified by Borrowers, each Lender will reimburse and indemnify Agent in proportion to its respective portion of the outstanding Advances and its respective Participation Commitments in the outstanding Letters of Credit and outstanding Swing Loans (or, if no Advances are outstanding, pro rata according to the percentage that its Revolving Commitment Amount constitutes of the total aggregate Revolving Commitment Amounts), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Agent in performing its duties hereunder, or in any way relating to or arising out of this Agreement or any Other Document; provided that Lenders shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Agent's gross (not mere) negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment).

14.9. Agent in its Individual Capacity. With respect to the obligation of Agent to lend under this Agreement, the Advances made by it shall have the same rights and powers hereunder as any other Lender and as if it were not performing the duties as Agent specified herein; and the term "Lender" or any similar term shall, unless the context clearly otherwise indicates, include Agent in its individual capacity as a Lender. Agent may engage in business with any Borrower as if it were not performing the duties specified herein, and may accept fees and other consideration from any Borrower for services in connection with this Agreement or otherwise without having to account for the same to Lenders.

14.10. Delivery of Documents. To the extent Agent receives financial statements required under Sections 9.7, 9.8, 9.9, 9.12 and 9.13 or Borrowing Base Certificates from any Borrower pursuant to the terms of this Agreement which any Borrower is not obligated to deliver to each Lender, Agent will promptly furnish such documents and information to Lenders.

14.11. Borrowers' Undertaking to Agent. Without prejudice to their respective obligations to Lenders under the other provisions of this Agreement, each Borrower hereby undertakes with Agent to pay to Agent from time to time on demand all amounts from time to time due and payable by it for the account of Agent or Lenders or any of them pursuant to this Agreement to the extent not already paid. Any payment made pursuant to any such demand shall pro tanto satisfy the relevant Borrower's obligations to make payments for the account of Lenders or the relevant one or more of them pursuant to this Agreement.

14.12. No Reliance on Agent's Customer Identification Program. To the extent the Advances or this Agreement is, or becomes, syndicated in cooperation with other Lenders, each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA PATRIOT Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "CIP Regulations"), or any other Anti-Terrorism Law, including any programs involving any of the following items relating to or in connection with any of Borrowers, their Affiliates or their agents, the Other Documents or the transactions hereunder or contemplated hereby: (i) any identity verification procedures, (ii) any recordkeeping, (iii) comparisons with government lists, (iv) customer notices or (v) other procedures required under the CIP Regulations or such Anti-Terrorism Laws.

14.13. Other Agreements. Each of the Lenders agrees that it shall not, without the express consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the request of Agent, set off against the Obligations, any amounts owing by such Lender to any Borrower or any deposit accounts of any Borrower now or hereafter maintained with such Lender. Anything in this Agreement to the contrary notwithstanding, each of the Lenders further agrees that it shall not, unless specifically requested to do so by Agent, take any action to protect or enforce its rights arising out of this Agreement or the Other Documents, it being the intent of Lenders that any such action to protect or enforce rights under this Agreement and the Other Documents shall be taken in concert and at the direction or with the consent of Agent or Required Lenders.

XV. BORROWING AGENCY.

15.1. Borrowing Agency Provisions.

(a) Each Borrower hereby irrevocably designates Borrowing Agent to be its attorney and agent and in such capacity to (i) borrow, (ii) request advances, (iii) request the issuance of Letters of Credit, (iv) sign and endorse notes, (v) execute and deliver all instruments, documents, applications, security agreements, reimbursement agreements and letter of credit agreements for Letters of Credit and all other certificates, notice, writings and further assurances now or hereafter required hereunder, (vi) make elections regarding interest rates, (vii) give instructions regarding Letters of Credit and agree with Issuer upon any amendment, extension or renewal of any Letter of Credit and (viii) otherwise take action under and in connection with this Agreement and the Other Documents, all on behalf of and in the name such Borrower or Borrowers, and hereby authorizes Agent to pay over or credit all loan proceeds hereunder in accordance with the request of Borrowing Agent.

(b) The handling of this credit facility as a co-borrowing facility with a borrowing agent in the manner set forth in this Agreement is solely as an accommodation to Borrowers and at their request. Neither Agent nor any Lender shall incur liability to Borrowers as a result thereof. To induce Agent and Lenders to do so and in consideration thereof, each Borrower hereby indemnifies Agent and each Lender and holds Agent and each Lender harmless from and against any and all liabilities, expenses, losses, damages and claims of damage or injury asserted against Agent or any Lender by any Person arising from or incurred by reason of the handling of the financing arrangements of Borrowers as provided herein, reliance by Agent or any Lender on any request or instruction from Borrowing Agent or any other action taken by Agent or any Lender with respect to this Section 15.1 except due to willful misconduct or gross (not mere) negligence by the indemnified party (as determined by a court of competent jurisdiction in a final and non-appealable judgment).

(c) All Obligations shall be joint and several, and each Borrower shall make payment upon the maturity of the Obligations by acceleration or otherwise, and such obligation and liability on the part of each Borrower shall in no way be affected by any extensions, renewals and forbearance granted by Agent or any Lender to any Borrower, failure of Agent or any Lender to give any Borrower notice of borrowing or any other notice, any failure of Agent or any Lender to pursue or preserve its rights against any Borrower, the release by Agent or any Lender of any Collateral now or thereafter acquired from any Borrower, and such agreement by each Borrower to pay upon any notice issued pursuant thereto is unconditional and unaffected by prior recourse by Agent or any Lender to the other Borrowers or any Collateral for such Borrower's Obligations or the lack thereof. Each Borrower waives all suretyship defenses.

15.2. Waiver of Subrogation. Each Borrower expressly waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution of any other claim which such Borrower may now or hereafter have against the other Borrowers or any other Person directly or contingently liable for the Obligations hereunder, or against or with respect to any other Borrowers' property (including, without limitation, any property which is Collateral for the Obligations), arising from the existence or performance of this Agreement, until termination of this Agreement and repayment in full of the Obligations.

XVI. MISCELLANEOUS.

16.1. Governing Law. This Agreement and each Other Document (unless and except to the extent expressly provided otherwise in any such Other Document), and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against any Borrower with respect to any of the Obligations, this Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, each Borrower accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Borrowing Agent at its address set forth in Section 16.6 and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at Agent's option, by service upon Borrowing Agent which each Borrower irrevocably appoints as such Borrower's Agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against any Borrower in the courts of any other jurisdiction. Each Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Borrower waives the right to remove any judicial proceeding brought against such Borrower in any state court to any federal court. Any judicial proceeding by any Borrower against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

16.2. Entire Understanding.

(a) This Agreement and the documents executed concurrently herewith contain the entire understanding between each Borrower, Agent and each Lender and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by each Borrower's, Agent's and each Lender's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Each Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and Other Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(b) Required Lenders, Agent with the consent in writing of Required Lenders, and Borrowers may, subject to the provisions of this Section 16.2(b), from time to time enter into written supplemental agreements to this Agreement or the Other Documents executed by Borrowers, for the purpose of adding or deleting any provisions or otherwise changing, varying or waiving in any manner the rights of Lenders, Agent or Borrowers thereunder or the conditions, provisions or terms thereof or waiving any Event of Default thereunder, but only to the extent specified in such written agreements; provided, however, that no such supplemental agreement shall:

(i) increase the Revolving Commitment Percentage or the maximum dollar amount of the Revolving Commitment Amount of any Lender without the consent of such Lender directly affected thereby;

(ii) whether or not any Advances are outstanding, extend the Term or the time for payment of principal or interest of any Advance (excluding the due date of any mandatory prepayment of an Advance), or any fee payable to any Lender, or reduce the principal amount of or the rate of interest borne by any Advances or reduce any fee payable to any Lender, without the consent of each Lender directly affected thereby (except that Required Lenders may elect to waive or rescind any imposition of the Default Rate under Section 3.1 or of default rates of Letter of Credit fees under Section 3.2 (unless imposed by Agent));

(iii) increase the Maximum Revolving Advance Amount without the consent of all Lenders holding a Revolving Commitment;

(iv) alter the definition of the term Required Lenders or alter, amend or modify this Section 16.2(b) without the consent of all Lenders;

(v) alter, amend or modify the provisions of Section 11.5 without the consent of all Lenders;

(vi) release any Collateral during any calendar year (other than in accordance with the provisions of this Agreement) having an aggregate value in excess of $1,000,000 without the consent of all Lenders;

(vii) change the rights and duties of Agent without the consent of all Lenders;

(viii) subject to clause (e) below, permit any Revolving Advance to be made if after giving effect thereto the total of Revolving Advances outstanding hereunder would exceed the Formula Amount for more than sixty (60) consecutive Business Days or exceed one hundred and ten percent (110%) of the Formula Amount without the consent of all Lenders holding a Revolving Commitment;

(ix) increase the Advance Rates above the Advance Rates in effect on the Closing Date without the consent of all Lenders holding a Revolving Commitment; or

(x) release any Guarantor or Borrower without the consent of all Lenders.

(c) Any such supplemental agreement shall apply equally to each Lender and shall be binding upon Borrowers, Lenders and Agent and all future holders of the Obligations. In the case of any waiver, Borrowers, Agent and Lenders shall be restored to their former positions and rights, and any Event of Default waived shall be deemed to be cured and not continuing, but no waiver of a specific Event of Default shall extend to any subsequent Event of Default (whether or not the subsequent Event of Default is the same as the Event of Default which was waived), or impair any right consequent thereon.

(d) In the event that Agent requests the consent of a Lender pursuant to this Section 16.2 and such consent is denied, then Agent may, at its option, require such Lender to assign its interest in the Advances to Agent or to another Lender or to any other Person designated by Agent (the "Designated Lender"), for a price equal to (i) the then outstanding principal amount thereof plus (ii) accrued and unpaid interest and fees due such Lender, which interest and fees shall be paid when collected from Borrowers. In the event Agent elects to require any Lender to assign its interest to Agent or to the Designated Lender, Agent will so notify such Lender in writing within forty five (45) days following such Lender's denial, and such Lender will assign its interest to Agent or the Designated Lender no later than five (5) days following receipt of such notice pursuant to a Commitment Transfer Supplement executed by such Lender, Agent or the Designated Lender, as appropriate, and Agent.

(e) Notwithstanding (i) the existence of a Default or an Event of Default, (ii) that any of the other applicable conditions precedent set forth in Section 8.2 hereof have not been satisfied or the commitments of Lenders to make Revolving Advances hereunder have been terminated for any reason, or (iii) any other contrary provision of this Agreement, Agent may at its discretion and without the consent of any Lender, voluntarily permit the outstanding Revolving Advances at any time to exceed the Formula Amount by up to ten percent (10%) of the Formula Amount for up to sixty (60) consecutive Business Days (the "Out-of-Formula Loans"). If Agent is willing in its sole and absolute discretion to permit such Out-of-Formula Loans, Lenders holding the Revolving Commitments shall be obligated to fund such Out-of-Formula Loans in accordance with their respective Revolving Commitment Percentages, and such Out-of-Formula Loans shall be payable on demand and shall bear interest at the Default Rate for Revolving Advances consisting of Domestic Rate Loans; provided that, if Agent does permit Out-of-Formula Loans, neither Agent nor Lenders shall be deemed thereby to have changed the limits of Section 2.1(a) nor shall any Lender be obligated to fund Revolving Advances in excess of its Revolving Commitment Amount. For purposes of this paragraph, the discretion granted to Agent hereunder shall not preclude involuntary overadvances that may result from time to time due to the fact that the Formula Amount was unintentionally exceeded for any reason, including, but not limited to, Collateral previously deemed to be either "Eligible Receivables" or "Eligible Unbilled Receivables", as applicable, becomes ineligible, collections of Receivables applied to reduce outstanding Revolving Advances are thereafter returned for insufficient funds or overadvances are made to protect or preserve the Collateral. In the event Agent involuntarily permits the outstanding Revolving Advances to exceed the Formula Amount by more than ten percent (10%), Agent shall use its efforts to have Borrowers decrease such excess in as expeditious a manner as is practicable under the circumstances and not inconsistent with the reason for such excess. Revolving Advances made after Agent has determined the existence of involuntary overadvances shall be deemed to be involuntary overadvances and shall be decreased in accordance with the preceding sentence. To the extent any Out-of-Formula Loans are not actually funded by the other Lenders as provided for in this Section 16.2(e), Agent may elect in its discretion to fund such Out-of-Formula Loans and any such Out-of-Formula Loans so funded by Agent shall be deemed to be Revolving Advances made by and owing to Agent, and Agent shall be entitled to all rights (including accrual of interest) and remedies of a Lender holding a Revolving Commitment under this Agreement and the Other Documents with respect to such Revolving Advances.

(f) In addition to (and not in substitution of) the discretionary Revolving Advances permitted above in this Section 16.2, Agent is hereby authorized by Borrowers and Lenders, at any time in Agent's sole discretion, regardless of (i) the existence of a Default or an Event of Default, (ii) whether any of the other applicable conditions precedent set forth in Section 8.2 hereof have not been satisfied or the commitments of Lenders to make Revolving Advances hereunder have been terminated for any reason, or (iii) any other contrary provision of this Agreement, to make Revolving Advances ("Protective Advances") to Borrowers on behalf of Lenders which Agent, in its reasonable business judgment, deems necessary or desirable (a) to preserve or protect the Collateral, or any portion thereof, (b) to enhance the likelihood of, or maximize the amount of, repayment of the Advances and other Obligations, or (c) to pay any other amount chargeable to Borrowers pursuant to the terms of this Agreement (the "Protective Advances"). Lenders holding the Revolving Commitments shall be obligated to fund such Protective Advances and effect a settlement with Agent therefor upon demand of Agent in accordance with their respective Revolving Commitment Percentages. To the extent any Protective Advances are not actually funded by the other Lenders as provided for in this Section 16.2(f), any such Protective Advances funded by Agent shall be deemed to be Revolving Advances made by and owing to Agent, and Agent shall be entitled to all rights (including accrual of interest) and remedies of a Lender holding a Revolving Commitment under this Agreement and the Other Documents with respect to such Revolving Advances.

16.3. Successors and Assigns; Participations; New Lenders.

(a) This Agreement shall be binding upon and inure to the benefit of Borrowers, Agent, each Lender, all future holders of the Obligations and their respective successors and assigns, except that no Borrower may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

(b) Each Borrower acknowledges that in the regular course of commercial banking business one or more Lenders may at any time and from time to time sell participating interests in the Advances to other Persons (each such transferee or purchaser of a participating interest, a "Participant"). Each Participant may exercise all rights of payment (including rights of set-off) with respect to the portion of such Advances held by it or other Obligations payable hereunder as fully as if such Participant were the direct holder thereof provided that (i) Borrowers shall not be required to pay to any Participant more than the amount which it would have been required to pay to Lender which granted an interest in its Advances or other Obligations payable hereunder to such Participant had such Lender retained such interest in the Advances hereunder or other Obligations payable hereunder unless the sale of the participation to such Participant is made with Borrower's prior written consent, and (ii) in no event shall Borrowers be required to pay any such amount arising from the same circumstances and with respect to the same Advances or other Obligations payable hereunder to both such Lender and such Participant. Each Borrower hereby grants to any Participant a continuing security interest in any deposits, moneys or other property actually or constructively held by such Participant as security for the Participant's interest in the Advances.

(c) Any Lender, with the consent of Agent, may sell, assign or transfer all or any part of its rights and obligations under or relating to Revolving Advances under this Agreement and the Other Documents to one or more additional Persons and one or more additional Persons may commit to make Advances hereunder (each a "Purchasing Lender"), in minimum amounts of not less than $5,000,000, pursuant to a Commitment Transfer Supplement, executed by a Purchasing Lender, the transferor Lender, and Agent and delivered to Agent for recording, provided, however, that each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to each of the Revolving Advances under this Agreement in which such Lender has an interest. Upon such execution, delivery, acceptance and recording, from and after the transfer effective date determined pursuant to such Commitment Transfer Supplement, (i) Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder with a Revolving Commitment Percentage as set forth therein, and (ii) the transferor Lender thereunder shall, to the extent provided in such Commitment Transfer Supplement, be released from its obligations under this Agreement, the Commitment Transfer Supplement creating a novation for that purpose. Such Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of the Revolving Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Each Borrower hereby consents to the addition of such Purchasing Lender and the resulting adjustment of the Revolving Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Borrowers shall execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing.

(d) Any Lender, with the consent of Agent which shall not be unreasonably withheld or delayed, may directly or indirectly sell, assign or transfer all or any portion of its rights and obligations under or relating to Revolving Advances under this Agreement and the Other Documents to an entity, whether a corporation, partnership, trust, limited liability company or other entity that (i) is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and (ii) is administered, serviced or managed by the assigning Lender or an Affiliate of such Lender (a "Purchasing CLO" and together with each Participant and Purchasing Lender, each a "Transferee" and collectively the "Transferees"), pursuant to a Commitment Transfer Supplement modified as appropriate to reflect the interest being assigned ("Modified Commitment Transfer Supplement"), executed by any intermediate purchaser, the Purchasing CLO, the transferor Lender, and Agent as appropriate and delivered to Agent for recording. Upon such execution and delivery, from and after the transfer effective date determined pursuant to such Modified Commitment Transfer Supplement, (i) Purchasing CLO thereunder shall be a party hereto and, to the extent provided in such Modified Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder and (ii) the transferor Lender thereunder shall, to the extent provided in such Modified Commitment Transfer Supplement, be released from its obligations under this Agreement, the Modified Commitment Transfer Supplement creating a novation for that purpose. Such Modified Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing CLO. Each Borrower hereby consents to the addition of such Purchasing CLO. Borrowers shall execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing.

(e) Agent shall maintain at its address a copy of each Commitment Transfer Supplement and Modified Commitment Transfer Supplement delivered to it and a register (the "Register") for the recordation of the names and addresses of each Lender and the outstanding principal, accrued and unpaid interest and other fees due hereunder. The entries in the Register shall be conclusive, in the absence of manifest error, and each Borrower, Agent and Lenders may treat each Person whose name is recorded in the Register as the owner of the Advance recorded therein for the purposes of this Agreement. The Register shall be available for inspection by Borrowing Agent or any Lender at any reasonable time and from time to time upon reasonable prior notice. Agent shall receive a fee in the amount of $3,500 payable by the applicable Purchasing Lender and/or Purchasing CLO upon the effective date of each transfer or assignment (other than to an intermediate purchaser) to such Purchasing Lender and/or Purchasing CLO.

(f) Each Borrower authorizes each Lender to disclose to any Transferee and any prospective Transferee any and all financial information in such Lender's possession concerning such Borrower which has been delivered to such Lender by or on behalf of such Borrower pursuant to this Agreement or in connection with such Lender's credit evaluation of such Borrower.

(g) Notwithstanding anything to the contrary contained in this Agreement, any Lender may at any time and from time to time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

16.4. Application of Payments. Agent shall have the continuing and exclusive right to apply or reverse and re-apply any payment and any and all proceeds of Collateral to any portion of the Obligations. To the extent that any Borrower makes a payment or Agent or any Lender receives any payment or proceeds of the Collateral for any Borrower's benefit, which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver, custodian or any other party under any bankruptcy law, common law or equitable cause, then, to such extent, the Obligations or part thereof intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by Agent or such Lender.

16.5. Indemnity. Each Borrower shall defend, protect, indemnify, pay and save harmless Agent, Issuer, each Lender and each of their respective officers, directors, Affiliates, attorneys, employees and agents (each an "Indemnified Party") for and from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, costs, charges, expenses and disbursements of any kind or nature whatsoever (including fees and disbursements of counsel (including allocated costs of internal counsel)) (collectively, "Claims") which may be imposed on, incurred by, or asserted against any Indemnified Party in arising out of or in any way relating to or as a consequence, direct or indirect, of: (i) this Agreement, the Other Documents, the Advances and other Obligations and/or the transactions contemplated hereby including the Transactions, (ii) any action or failure to act or action taken only after delay or the satisfaction of any conditions by any Indemnified Party in connection with and/or relating to the negotiation, execution, delivery or administration of the Agreement and the Other Documents, the credit facilities established hereunder and thereunder and/or the transactions contemplated hereby including the Transactions, (iii) any Borrower's or any Guarantor's failure to observe, perform or discharge any of its covenants, obligations, agreements or duties under or breach of any of the representations or warranties made in this Agreement and the Other Documents, (iv) the enforcement of any of the rights and remedies of Agent, Issuer or any Lender under the Agreement and the Other Documents, (v) any threatened or actual imposition of fines or penalties, or disgorgement of benefits, for violation of any Anti-Terrorism Law by any Borrower, any Affiliate or Subsidiary of any Borrowers, or any Guarantor, and (vi) any claim, litigation, proceeding or investigation instituted or conducted by any Governmental Body or instrumentality or any other Person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, this Agreement or the Other Documents, whether or not Agent or any Lender is a party thereto. Without limiting the generality of any of the foregoing, each Borrower shall defend, protect, indemnify, pay and save harmless each Indemnified Party from (x) any Claims which may be imposed on, incurred by, or asserted against any Indemnified Party arising out of or in any way relating to or as a consequence, direct or indirect, of the issuance of any Letter of Credit hereunder and (y) any Claims which may be imposed on, incurred by, or asserted against any Indemnified Party under any Environmental Laws with respect to or in connection with the Real Property, any Hazardous Discharge, the presence of any Hazardous Materials affecting the Real Property (whether or not the same originates or emerges from the Real Property or any contiguous real estate), including any Claims consisting of or relating to the imposition or assertion of any Lien on any of the Real Property under any Environmental Laws and any loss of value of the Real Property as a result of the foregoing except to the extent such loss, liability, damage and expense is attributable to any Hazardous Discharge resulting from actions on the part of Agent or any Lender. Borrowers' obligations under this Section 16.5 shall arise upon the discovery of the presence of any Hazardous Materials at the Real Property, whether or not any federal, state, or local environmental agency has taken or threatened any action in connection with the presence of any Hazardous Materials, in each such case except to the extent that any of the foregoing arises out of the gross negligence or willful misconduct of the Indemnified Party (as determined by a court of competent jurisdiction in a final and non-appealable judgment). Without limiting the generality of the foregoing, this indemnity shall extend to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including fees and disbursements of counsel) asserted against or incurred by any of the Indemnified Parties by any Person under any Environmental Laws or similar laws by reason of any Borrower's or any other Person's failure to comply with laws applicable to solid or hazardous waste materials, including Hazardous Materials and Hazardous Waste, or other Toxic Substances. Additionally, if any taxes (excluding taxes imposed upon or measured solely by the net income of Agent and Lenders, but including any intangibles taxes, stamp tax, recording tax or franchise tax) shall be payable by Agent, Lenders or Borrowers on account of the execution or delivery of this Agreement, or the execution, delivery, issuance or recording of any of the Other Documents, or the creation or repayment of any of the Obligations hereunder, by reason of any Applicable Law now or hereafter in effect, Borrowers will pay (or will promptly reimburse Agent and Lenders for payment of) all such taxes, including interest and penalties thereon, and will indemnify and hold the Indemnified Parties harmless from and against all liability in connection therewith.

16.6. Notice. Any notice or request hereunder may be given to Borrowing Agent or any Borrower or to Agent or any Lender at their respective addresses set forth below or at such other address as may hereafter be specified in a notice designated as a notice of change of address under this Section. Any notice, request, demand, direction or other communication (for purposes of this Section 16.6 only, a "Notice") to be given to or made upon any party hereto under any provision of this Agreement shall be given or made by telephone or in writing (which includes by means of electronic transmission (i.e., "e-mail") or facsimile transmission or by setting forth such Notice on a website to which Borrowers are directed (an "Internet Posting") if Notice of such Internet Posting (including the information necessary to access such site) has previously been delivered to the applicable parties hereto by another means set forth in this Section 16.6) in accordance with this Section 16.6. Any such Notice must be delivered to the applicable parties hereto at the addresses and numbers set forth under their respective names on Section 16.6 hereof or in accordance with any subsequent unrevoked Notice from any such party that is given in accordance with this Section 16.6. Any Notice shall be effective:

(a) In the case of hand-delivery, when delivered;

(b) If given by mail, four (4) days after such Notice is deposited with the United States Postal Service, with first-class postage prepaid, return receipt requested;

(c) In the case of a telephonic Notice, when a party is contacted by telephone, if delivery of such telephonic Notice is confirmed no later than the next Business Day by hand delivery, a facsimile or electronic transmission, an Internet Posting or an overnight courier delivery of a confirmatory Notice (received at or before noon on such next Business Day);

(d) In the case of a facsimile transmission, when sent to the applicable party's facsimile machine's telephone number, if the party sending such Notice receives confirmation of the delivery thereof from its own facsimile machine;

(e) In the case of electronic transmission, when actually received;

(f) In the case of an Internet Posting, upon delivery of a Notice of such posting (including the information necessary to access such site) by another means set forth in this Section 16.6; and

(g) If given by any other means (including by overnight courier), when actually received.

Any Lender giving a Notice to Borrowing Agent or any Borrower shall concurrently send a copy thereof to Agent, and Agent shall promptly notify the other Lenders of its receipt of such Notice.

(A) If to Agent or PNC at:

PNC Bank, National Association
1600 Market Street
Philadelphia, PA 19103
Attention: Jacqueline MacKenzie
Telephone: 215- 585-2056
Facsimile: 215- 585-4771

with a copy to:

Blank Rome LLP
One Logan Square
Philadelphia, PA 19103
Attention: Michael C. Graziano, Esq.
Telephone: 215-569-5387
Facsimile: 215-832-5387

(B) If to a Lender other than Agent, as specified on the signature pages hereof

(C) If to Borrowing Agent or any Borrower:

TRG Customer Solutions, Inc. d/b/a IBEX Global Solutions
1700 Pennsylvania Avenue, NW
Washington, DC 20006
Attention: Karl Gabel
Telephone: 202-580-6052
Facsimile: 817-299-8038

16.7. Survival. The obligations of Borrowers under Sections 2.2(f), 2.2(g), 2.2(h), 3.7, 3.8, 3.9, 3.10, 16.5 and 16.9 and the obligations of Lenders under Sections 2.2, 2.15(b), 2.16, 2.18, 2.19, 14.8 and 16.5, shall survive termination of this Agreement and the Other Documents and payment in full of the Obligations.

16.8. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

16.9. Expenses. Borrowers shall pay (i) all out-of-pocket expenses incurred by Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for Agent), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Agent, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the Other Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket expenses incurred by Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all out-of-pocket expenses incurred by Agent, any Lender or Issuer (including the fees, charges and disbursements of any counsel for Agent, any Lender or Issuer), and shall pay all fees and time charges for attorneys who may be employees of Agent, any Lender or Issuer, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the Other Documents, including its rights under this Section, or (B) in connection with the Advances made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit, and (iv) all reasonable out-of-pocket expenses of Agent's regular employees and agents engaged periodically to perform audits of the any Borrower's or any Borrower's Affiliate's or Subsidiary's books, records and business properties.

16.10. Injunctive Relief. Each Borrower recognizes that, in the event any Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, or threatens to fail to perform, observe or discharge such obligations or liabilities, any remedy at law may prove to be inadequate relief to Lenders; therefor, Agent, if Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving that actual damages are not an adequate remedy.

16.11. Consequential Damages. Neither Agent nor any Lender, nor any agent or attorney for any of them, shall be liable to any Borrower, or any Guarantor (or any Affiliate of any such Person) for indirect, punitive, exemplary or consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Obligations or as a result of any transaction contemplated under this Agreement or any Other Document.

16.12. Captions. The captions at various places in this Agreement are intended for convenience only and do not constitute and shall not be interpreted as part of this Agreement.

16.13. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

16.14. Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

16.15. Confidentiality; Sharing Information. Agent, each Lender and each Transferee shall hold all non-public information obtained by Agent, such Lender or such Transferee pursuant to the requirements of this Agreement or any Other Document in accordance with Agent's, such Lender's and such Transferee's customary procedures for handling confidential information of this nature; provided, however, Agent, each Lender and each Transferee may disclose such confidential information (a) to its examiners, Affiliates, outside auditors, counsel and other professional advisors, (b) to Agent, any Lender or to any prospective Transferees, and (c) as required or requested by any Governmental Body or representative thereof or pursuant to legal process; provided, further that (i) unless specifically prohibited by Applicable Law, Agent, each Lender and each Transferee shall use its reasonable best efforts prior to disclosure thereof, to notify the applicable Borrower of the applicable request for disclosure of such non-public information (A) by a Governmental Body or representative thereof (other than any such request in connection with an examination of the financial condition of a Lender or a Transferee by such Governmental Body) or (B) pursuant to legal process and (ii) in no event shall Agent, any Lender or any Transferee be obligated to return any materials furnished by any Borrower other than those documents and instruments in possession of Agent or any Lender in order to perfect its Lien on the Collateral once the Obligations have been paid in full and this Agreement has been terminated. Each Borrower acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to such Borrower or one or more of its Affiliates (in connection with this Agreement or otherwise) by any Lender or by one or more Subsidiaries or Affiliates of such Lender and each Borrower hereby authorizes each Lender to share any information delivered to such Lender by such Borrower and its Subsidiaries pursuant to this Agreement, or in connection with the decision of such Lender to enter into this Agreement, to any such Subsidiary or Affiliate of such Lender, it being understood that any such Subsidiary or Affiliate of any Lender receiving such information shall be bound by the provisions of this Section 16.15 as if it were a Lender hereunder. Such authorization shall survive the repayment of the other Obligations and the termination of this Agreement. Notwithstanding any non-disclosure agreement or similar document executed by Agent in favor of any Borrower or any of any Borrower's affiliates, the provisions of this Agreement shall supersede such agreements.

16.16. Publicity. Each Borrower and each Lender hereby authorizes Agent to make appropriate announcements of the financial arrangement entered into among Borrowers, Agent and Lenders, including announcements which are commonly known as tombstones, in such publications and to such selected parties as Agent shall in its sole and absolute discretion deem appropriate.

16.17. Certifications From Banks and Participants; USA PATRIOT Act.

(a) Each Lender or assignee or participant of a Lender that is not incorporated under the Laws of the United States of America or a state thereof (and is not excepted from the certification requirement contained in Section 313 of the USA PATRIOT Act and the applicable regulations because it is both (i) an affiliate of a depository institution or foreign bank that maintains a physical presence in the United States or foreign country, and (ii) subject to supervision by a banking authority regulating such affiliated depository institution or foreign bank) shall deliver to the Agent the certification, or, if applicable, recertification, certifying that such Lender is not a "shell" and certifying to other matters as required by Section 313 of the USA PATRIOT Act and the applicable regulations: (1) within ten (10) days after the Closing Date, and (2) as such other times as are required under the USA PATRIOT Act.

(b) The USA PATRIOT Act requires all financial institutions to obtain, verify and record certain information that identifies individuals or business entities which open an "account" with such financial institution. Consequently, Lender may from time to time request, and each Borrower shall provide to Lender, such Borrower's name, address, tax identification number and/or such other identifying information as shall be necessary for Lender to comply with the USA PATRIOT Act and any other Anti-Terrorism Law.

16.18. Anti-Terrorism Laws.

(a) Each Borrower represents and warrants that (i) no Covered Entity is a Sanctioned Person and (ii) no Covered Entity, either in its own right or through any third party, (A) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (B) does business in or with, or derives any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; or (C) engages in any dealings or transactions prohibited by any Anti-Terrorism Law.

(b) Each Borrower covenants and agrees that (i) no Covered Entity will become a Sanctioned Person, (ii) no Covered Entity, either in its own right or through any third party, will (A) have any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (B) do business in or with, or derive any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; (C) engage in any dealings or transactions prohibited by any Anti-Terrorism Law or (D) use the Advances to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law, (iii) the funds used to repay the Obligations will not be derived from any unlawful activity, (iv) each Covered Entity shall comply with all Anti-Terrorism Laws and (v) the Borrowers shall promptly notify the Agent in writing upon the occurrence of a Reportable Compliance Event.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

TRG CUSTOMER SOLUTIONS, INC.

By: /s/ Stephen M. Kezirian
Name: Stephen M. Kezirian
Title: Chief Executive Officer

[Signature Page to Revolving Credit and Security Agreement]

PNC BANK, NATIONAL ASSOCIATION,
As Lender and as Agent

By: /s/ Sawra Ronaldi
Name: Sawra Ronaldi
Title: Vice President

Revolving Commitment Percentage: 100%
Revolving Commitment Amount $35,000,000

[Signature Page to Revolving Credit and Security Agreement]

Exhibit 10.4

FIRST AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This First Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 21st day of May, 2014, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** (together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Events of Default have occurred under the Loan Agreement by reason of (i) Borrowers' failure to comply with Section 7.21 of the Credit Agreement for the months of February 2014 and March 2014 (such Events of Default, the "Existing Defaults").

C. Borrowers have requested that Agent and Lenders (i) waive the Existing Defaults, and (ii) modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 Waiver

Upon the Effective Date (as defined below), Agent and Lenders hereby waive the Existing Defaults; provided, however that such waiver shall in no way constitute a waiver of any other Default or Event of Default which may have occurred but which is not specifically referenced as an Existing Default, nor shall this waiver obligate Agent or Lenders to provide any further waiver of any other Default or Event of Default (whether similar or dissimilar, including any further Default or Event of Default resulting from a failure to comply with the terms of the Loan Agreement). Other than in respect of the Existing Defaults, this waiver shall not preclude the future exercise of any right, power, or privilege available to Agent or Lenders whether under the Loan Agreement, the Other Documents or otherwise.

Section 2 **Amendment to Loan Agreement**

(a) **Affiliate Payables**. On the Effective Date, the Section 7.21 of the Loan Agreement shall be amended and restated to read as follows:

> 7.21. Affiliate Payables. Permit (a) the terms of any accounts payable due to any Affiliate or Subsidiary of any Borrower to be modified in any manner that is adverse to any Borrower, or (b) the amount of outstanding Receivables owing to the Borrowers from their Affiliates and Subsidiaries to exceed (x) $3,000,000 in the aggregate at any time during the period beginning on June 30, 2014 and ending on August 30, 2014, or (y) $2,500,000 in the aggregate at any time on or after August 31, 2014.

Section 3 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) from and after the Effective Date, such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment, that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment on its behalf was similarly authorized and empowered, and that this Amendment does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 4 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received such other documents as Agent or counsel to Agent may reasonably request; and

(c) No Default or Event of Default shall have occurred and be continuing under either Loan Agreement after giving effect to the terms of this Amendment.

Section 5 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 6 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 7 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 8 Confirmation of Indebtedness

Borrowers confirm and acknowledge that as of the close of business on May 20, 2014, Borrowers were indebted to Lenders for the (a) Advances under the Loan Agreement without any deduction, defense, setoff, claim or counterclaim, of any nature, in the aggregate principal amount of $19,509,998.04 due on account of Revolving Advances and $ 0.00 on account of undrawn Letters of Credit, plus in each case all fees, costs and expenses incurred to date in connection with the Loan Agreement.

Section 9 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.

By:/s/ Stephen M. Kezirian
Name: Stephen M. Kezirian
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By:/s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.

By:/s/ Stephen M. Kezirian
Name: Stephen M. Kezirian
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By:/s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.5

SECOND AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Second Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 2nd day of October, 2014, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** (together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Events of Default have occurred under the Loan Agreement by reason of (i) Borrowers' incurrence of $4,400,000 of unsecured Indebtedness to IBM Credit LLC and CIT Finance LLC that does not constitute Permitted Indebtedness, in violation of Section 7.8 of the Loan Agreement, (ii) Borrowers' permitting the amount of outstanding Receivables owing to the Borrowers from their Affiliates and Subsidiaries to exceed $3,000,000 in the aggregate at any time on or after June 30, 2014, in violation of Section 7.21 of the Loan Agreement, (iii) Borrowers' violation of Section 7.6 of the Loan Agreement by permitting their Capital Expenditures to exceed $3,000,000; and (iv) Borrowers' failure to comply with the terms of Section 9.12 of the Loan Agreement (such Events of Default, the "Existing Defaults"),

C. Borrowers have informed Agent that Borrowers wish to (1) incur unsecured Indebtedness in an amount not to exceed $5,600,000 during Borrowers' 2015 fiscal year to finance Capital Expenditures (the "Capital Expenditures Indebtedness").

D. Borrowers have requested that Agent and Lenders (i) waive the Existing Defaults, (ii) consent to the incurrence of the Capital Expenditures Indebtedness, and (iii) modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 Waiver

Upon the Effective Date (as defined below), Agent and Lenders hereby waive the Existing Defaults; provided, however that such waiver shall in no way constitute a waiver of any other Default or Event of Default which may have occurred but which is not specifically referenced as an Existing Default, nor shall this waiver obligate Agent or Lenders to provide any further waiver of any other Default or Event of Default (whether similar or dissimilar, including any further Default or Event of Default resulting from a failure to comply with the terms of the Loan Agreement). Other than in respect of the Existing Defaults, this waiver shall not preclude the future exercise of any right, power, or privilege available to Agent or Lenders whether under the Loan Agreement, the Other Documents or otherwise.

Section 2 Consent

(a) Notwithstanding anything to the contrary in the Loan Agreement, Agent and Lenders hereby consent to the incurrence of the Capital Expenditures Indebtedness in an amount not to exceed $5,600,000. This consent shall be effective only as to the Capital Expenditures Indebtedness. This consent shall not be deemed a consent to the breach by Borrowers of other covenants or agreements contained in the Loan Agreement or Other Documents with respect to any other transaction or matter. Borrowers agree that the consent set forth in the preceding paragraphs shall be limited to the precise meaning of the words as written therein and shall not be deemed (i) to be a consent to, or any waiver or modification of, any other term or condition of the Loan Agreement or any Other Document, or (ii) to prejudice any right or remedy that Agent or Lenders may now have or may in the future have under or in connection with the Loan Agreement or any Other Document other than with respect to the matters for which the consent in the preceding paragraphs has been provided.

(b) Other than as described in this Amendment, the consent described in the preceding paragraph shall not alter, affect, release or prejudice in any way any of the Obligations under the Loan Agreement. This consent shall not be construed as establishing a course of conduct on the part of Agent or Lenders upon which the Borrowers may rely at any time in the future. Borrowers expressly waive any right to assert any claim to such effect at any time.

Section 3 Amendments to Loan Agreement

(a) **Capital Expenditures**. On the Effective Date, Section 7.6 of the Loan Agreement shall be amended and restated to read as follows:

> 7.6. Capital Expenditures. Contract for, purchase or make any expenditure or commitments for Capital Expenditures (i) for the period from the Closing Date through and including June 30, 2015 in an aggregate amount for all Borrowers in excess of $8,000,000 (including the aggregate amount of Capital Expenditures Indebtedness), or (ii) in any fiscal year thereafter in an aggregate amount for all Borrowers in excess of $5,000,000.

(b) **Affiliate Payables**. On the Effective Date, Section 7.21 of the Loan Agreement shall be amended and restated to read as follows:

> 7.21. Affiliate Payables. Permit (a) the terms of any accounts payable due to any Affiliate or Subsidiary of any Borrower to be modified in any manner that is adverse to any Borrower, or (b) the amount of outstanding Receivables owing to the Borrowers from their Affiliates and Subsidiaries to exceed (x) $3,700,000 in the aggregate at any time during the period beginning on July 1, 2014 and ending on December 30, 2014, or (y) $2,500,000 in the aggregate at any time on or after December 31, 2014.

Section 4 Representations, Warranties and Covenants of Borrowers

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) from and after the Effective Date, such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment, that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment on its behalf was similarly authorized and empowered, and that this Amendment does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 5 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received payment in cash of a non-refundable amendment fee in the amount of $30,000, which amount shall be deemed to be fully earned as of the date of this Amendment, and which Agent is authorized to charge to Borrowers' Account as of the date hereof;

(b) Agent shall have received this Amendment fully executed by the Borrowers;

(c) Agent shall have received such other documents as Agent or counsel to Agent may reasonably request; and

(d) No Default or Event of Default shall have occurred and be continuing under either Loan Agreement after giving effect to the terms of this Amendment.

Section 6 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 7 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 8 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 9 Confirmation of Indebtedness

Borrowers confirm and acknowledge that as of the close of business on September 30, 2014, Borrowers were indebted to Lenders for the (a) Advances under the Loan Agreement without any deduction, defense, setoff, claim or counterclaim, of any nature, in the aggregate principal amount of $22,817,930.38 due on account of Revolving Advances and $0.00 on account of undrawn Letters of Credit, plus in each case all fees, costs and expenses incurred to date in connection with the Loan Agreement.

Section 10 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written,

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.

By: _____
Name: Stephen M. Kezirian
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.

By: /s/ Stephen M. Kezirian
Name: Stephen M. Kezirian
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.6

THIRD AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Third Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 23rd day of February, 2015, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have informed Agent that Borrowers wish to (1) incur unsecured Indebtedness in an amount not to exceed $7,300,000 during Borrowers' 2015 fiscal year to finance Capital Expenditures not to exceed $10,000,000 during such fiscal year (the "Capital Expenditures Indebtedness"), and (2) convert $9,000,000 of the $11,500,000 account payable from IBEX to Holdings referenced in clause (1) of the definition of "Permitted Holdings Distribution" into Equity Interests of IBEX to be issued to Holdings (the "Equity Conversion").

C. Borrowers have requested that Agent and Lenders (i) consent to the incurrence of the Capital Expenditures Indebtedness, (ii) consent to the Equity Conversion, and (iii) modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 Consent

(a) Notwithstanding anything to the contrary in the Loan Agreement, Agent and Lenders hereby consent to (1) the incurrence of the Capital Expenditures Indebtedness, and (2) the Equity Conversion. This consent shall be effective only as to the Capital Expenditures Indebtedness and the Equity Conversion. This consent shall not be deemed a consent to the breach by Borrowers of other covenants or agreements contained in the Loan Agreement or Other Documents with respect to any other transaction or matter. Borrowers agree that the consent set forth in the preceding sentences shall be limited to the precise meaning of the words as written therein and shall not be deemed (i) to be a consent to, or any waiver or modification of, any other term or condition of the Loan Agreement or any Other Document, or (ii) to prejudice any right or remedy that Agent or Lenders may now have or may in the future have under or in connection with the Loan Agreement or any Other Document other than with respect to the matters for which the consent in the preceding paragraphs has been provided.

(b) Other than as described in this Amendment, the consent described in the preceding paragraph shall not alter, affect, release or prejudice in any way any of the Obligations under the Loan Agreement. This consent shall not be construed as establishing a course of conduct on the part of Agent or Lenders upon which the Borrowers may rely at any time in the future. Borrowers expressly waive any right to assert any claim to such effect at any time.

Section 2 Amendments to Loan Agreement

(a) **LIBOR Rate**. On the Effective Date, the definition of "LIBOR Rate" in Section 1.2 of the Loan Agreement shall be amended and restated to read as follows:

> "LIBOR Rate" shall mean for any LIBOR Rate Loan for the then current Interest Period relating thereto, the interest rate per annum determined by Agent by dividing (the resulting quotient rounded upwards, if necessary, to the nearest 1/100th of 1% per annum) (a) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market), or the rate which is quoted by another source selected by Agent as an authorized information vendor for the purpose of displaying rates at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market (a "LIBOR Alternate Source"), at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period as the London interbank offered rate for U.S. Dollars for an amount comparable to such LIBOR Rate Loan and having a borrowing date and a maturity comparable to such Interest Period (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any LIBOR Alternate Source, a comparable replacement rate determined by Agent at such time (which determination shall be conclusive absent manifest error)), by (b) a number equal to 1.00 minus the Reserve Percentage; provided, however, that if the LIBOR Rate determined as provided above would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.
>
> The LIBOR Rate shall be adjusted with respect to any LIBOR Rate Loan that is outstanding on the effective date of any change in the Reserve Percentage as of such effective date. Agent shall give reasonably prompt notice to the Borrowing Agent of the LIBOR Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error.

(b) **LIBOR Rate Loans**. On the Effective Date, Section 3.7(c) of the Loan Agreement shall be amended and restated to read as follows:

> (c) (1) impose on Agent, Swing Loan Lender, any Lender or Issuer or the London interbank LIBOR market any other condition, loss or expense (other than Taxes) affecting this Agreement or any Other Document or any Advance made by any Lender, or any Letter of Credit or participation therein, or (2) the LIBOR Rate will not adequately and fairly reflect the cost to such Lender of the establishment or maintenance of any LIBOR Rate Loan;

(c) **Capital Expenditures**. On the Effective Date, Section 7.6 of the Loan Agreement shall be amended and restated to read as follows:

> 7.6. Capital Expenditures. Contract for, purchase or make any expenditure or commitments for Capital Expenditures (i) for the fiscal year beginning July 1, 2014 and ending June 30, 2015 in an aggregate amount for all Borrowers in excess of $10,000,000 (including the aggregate amount of Capital Expenditures Indebtedness), or (ii) in any fiscal year thereafter in an aggregate amount for all Borrowers in excess of $5,000,000.

Section 3 Acknowledgment Regarding Permitted Holdings Distributions.

Borrowers acknowledge and agree that, as of the date first written above, Borrowers have repaid $2,500,000 of the $11,500,000 referenced in clause (1) of the definition of "Permitted Holdings Distributions" and therefore the remaining maximum amount that may be distributed by Borrowers to Holdings pursuant to such clause (1) is $ 9,000,000. In the event that Borrowers effect such distribution in the form of a dividend, any such dividend shall be subject to the limitations set forth in the definition of "Permitted Holdings Distributions" and, pursuant to the definition of "Fixed Charge Coverage Ratio", shall not be included within the computation of the Fixed Charge Coverage Ratio.

Section 4 Representations, Warranties and Covenants of Borrowers

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) from and after the Effective Date, such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment, that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment on its behalf was similarly authorized and empowered, and that this Amendment does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 5 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received an incumbency certificate evidencing the authority of Mohammed Khaishgi to execute this Amendment as Interim Chief Executive Officer of IBEX; and

(c) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 6 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 7 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 8 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 9 Confirmation of Indebtedness

Borrowers confirm and acknowledge that as of the close of business on February 20, 2015, Borrowers were indebted to Lenders for the (a) Advances under the Loan Agreement without any deduction, defense, setoff, claim or counterclaim, of any nature, in the aggregate principal amount of $18,515,384.02 due on account of Revolving Advances and $226,020.00 on account of undrawn Letters of Credit, plus in each case all fees, costs and expenses incurred to date in connection with the Loan Agreement.

Section 10 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions

By:/s/ Mohammed Khaishgi
Name: Mohammed Khaishgi
Title: Interim Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By:/s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

[SIGNATURE PAGE TO THIRD AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions

By:/s/ Mohammed Khaishgi
Name: Mohammed Khaishgi
Title: Interim Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By:/s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

[SIGNATURE PAGE TO THIRD AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.7

FOURTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Fourth Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 19th day of June, 2015, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have informed Agent that Borrowers wish to enter into an arrangement with Citibank, N.A. ("Citibank") pursuant to which Citibank shall purchase Receivables from Borrowers for which AT&T Services Inc. and any of its various subsidiaries and affiliates (collectively, "AT&T") is or are the Customer(s) (such Receivables, the "AT&T Receivables"). In connection with the purchase and sale of the AT&T Receivables, Agent, Borrowers, and Citibank shall enter into a Lien Release and Acknowledgment Agreement (the "AT&T/Citibank Agreement").

C. Borrowers have requested that Agent and Lenders (i) consent to the sale of the AT&T Receivables to Citibank, and (ii) modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 Consent

(a) Notwithstanding anything to the contrary in the Loan Agreement, Agent and Lenders hereby agree that upon the Effective Date, Borrowers may sell AT&T Receivables to Citibank. This consent shall not be deemed a consent to the breach by Borrowers of other covenants or agreements contained in the Loan Agreement or Other Documents with respect to any other transaction or matter. Borrowers agree that the consent set forth in the preceding sentences shall be limited to the precise meaning of the words as written therein and shall not be deemed (i) to be a consent to, or any waiver or modification of, any other term or condition of the Loan Agreement or any Other Document, or (ii) to prejudice any right or remedy that Agent or Lenders may now have or may in the future have under or in connection with the Loan Agreement or any Other Document other than with respect to the matters for which the consent in the preceding paragraphs has been provided.

(b) Other than as described in this Amendment, the consent described in the preceding paragraph shall not alter, affect, release or prejudice in any way any of the Obligations under the Loan Agreement. This consent shall not be construed as establishing a course of conduct on the part of Agent or Lenders upon which the Borrowers may rely at any time in the future. Borrowers expressly waive any right to assert any claim to such effect at any time.

Section 2 **Amendments to Loan Agreement.** On the Effective Date:

(a) **New Definitions**. The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

"AT&T" shall mean AT&T Services Inc. and any of its various subsidiaries and affiliates.

"AT&T/Citibank Agreement" shall mean that certain Lien Release and Acknowledgment Agreement by and among Agent, IBEX, and Citibank.

"AT&T Receivables" shall mean Receivables of any Borrower for which AT&T is the Customer.

"Citibank" shall mean Citibank, N.A. and its branches and subsidiaries and affiliates.

"Factoring Agreement" shall mean that certain Supplier Agreement by and between IBEX and Citibank pursuant to which Citibank shall purchase AT&T Receivables from Borrowers.

(b) **Eligible Receivables**. Clause (n) of the definition of "Eligible Receivables" in Section 1.2 of the Loan Agreement shall be amended and restated to read as follows:

(n) (1) such Receivable is not payable to a Borrower or (2) such Receivable is sold pursuant to the Factoring Agreement and the proceeds thereof are remitted to a Depository Account;

(c) **Modified Definition**. The following defined term in Section 1.2 of the Loan Agreement shall be amended and restated to read as follows:

"Permitted Encumbrances" shall mean: (a) Liens in favor of Agent for the benefit of Agent and Lenders, including without limitation, Liens securing Hedge Liabilities and Cash Management Products and Services; (b) Liens for taxes, assessments or other governmental charges not delinquent or being Properly Contested; (c) deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance; (d) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds and other obligations of like nature arising in the Ordinary Course of Business; (e) Liens arising by virtue of the rendition, entry or issuance against any Borrower or any Subsidiary, or any property of any Borrower or any Subsidiary, of any judgment, writ, order, or decree to the extent the rendition, entry, issuance or continued existence of such judgment, writ, order or decree (or any event or circumstance relating thereto) has not resulted in the occurrence of an Event of Default under Section 10.6 hereof; (f) carriers', repairmens', mechanics', workers', materialmen's or other like Liens arising in the Ordinary Course of Business with respect to obligations which are not due or which are being Properly Contested; (g) Liens placed upon fixed assets hereafter acquired to secure a portion of the purchase price thereof, provided that (I) any such lien shall not encumber any other property of any Borrower and (II) the aggregate amount of Indebtedness secured by such Liens incurred as a result of such purchases during any fiscal year shall not exceed the amount permitted in Section 7.6 hereof; (h) Liens on AT&T Receivables sold pursuant to the Factoring Agreement provided that such Liens are subject to the AT&T/Citibank Agreement; and (i) Liens disclosed on Schedule 1.2; provided that such Liens shall secure only those obligations which they secure on the Closing Date and shall not subsequently apply to any other property or assets of any Borrower other than the property and assets to which they apply as of the Closing Date.

(d) **Sublimits for Revolving Advances**. Section 2.1(b) of the Loan Agreement shall be amended and restated to read as follows:

(b) Sublimits for Revolving Advances. The amount of Revolving Advances made to Borrowers against (i) Eligible Pre-Approved Foreign Receivables shall not exceed in the aggregate, at any time outstanding, ten percent (10%) of the Formula Amount, and (ii) Eligible Unbilled Receivables shall not exceed in the aggregate, at any time outstanding, seventy percent (70%) of the Formula Amount.

(e) **Sale of Assets**. Section 7.1(b) of the Loan Agreement shall be amended and restated to read as follows:

(b) Sell, lease, transfer or otherwise dispose of any of its properties or assets, except (i) the sale of property or assets in the Ordinary Course of Business, (ii) the disposition or transfer of obsolete or worn-out equipment, or equipment that has become no longer useful in such Borrower's business, in the Ordinary Course of Business, (iii) the sale of AT&T Receivables pursuant to the Factoring Agreement; provided, however, that Borrowers shall not sell any AT&T Receivables unless all proceeds of any such sales shall be deposited into a Depository Account subject to the AT&T/Citibank Agreement, and (iv) any other sales or dispositions expressly permitted by this Agreement in each case not to exceed assets with a fair market value of more than $250,000 in any fiscal year and to the extent that (x) the proceeds of any such disposition are used to acquire replacement equipment which is subject to Agent's first priority security interest or (y) the proceeds of which are remitted to Agent to be applied pursuant to Section 2.20.

(f) **Projected Operating Budget**. Section 9.12 of the Loan Agreement shall be amended by deleting the phrase "no later than thirty (30) days prior to the beginning of each Borrower's fiscal years" and replacing it with the phrase "no later than thirty (30) days after the beginning of each Borrower's fiscal years".

Section 3 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) from and after the Effective Date, such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment, that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment on its behalf was similarly authorized and empowered, and that this Amendment does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 4 **Conditions Precedent/Effectiveness Conditions**

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received a fully executed incumbency certificate evidencing the authority of Robert T. Dechant to execute this Amendment and including the specimen signature of Robert T. Dechant;

(c) Agent shall have received fully executed copies of the Factoring Agreement and the AT&T/Citibank Agreement, each of which in form and substance satisfactory to Agent; and

(d) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 5 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 6 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 7 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 8 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions

By:/s/ Robert T. Dechant
Name: Robert T. Dechant
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By:/s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

[SIGNATURE PAGE TO FOURTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions

By:/s/ Robert T. Dechant
Name: Robert T. Dechant
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By:/s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

[SIGNATURE PAGE TO FOURTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.8

FIFTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Fifth Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 26th day of June, 2015, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have requested that Agent and Lenders modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Amendments to Loan Agreement.** On the Effective Date:

(a) **New Definitions**. The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

> "Equipment Borrowing Period" shall have the meaning set forth in Section 2.3(b) hereof.
>
> "Equipment Loan Commitment" shall mean, as to any Lender, the obligation of such Lender (if applicable), which obligation is subject to all the terms and conditions of this Agreement and the Other Documents, to make Equipment Loans in an aggregate principal amount not to exceed the Equipment Loan Commitment Amount (if any) of such Lender.
>
> "Equipment Loan Commitment Amount" shall mean, as to any Lender, the equipment loan commitment amount (if any) set forth below such Lender's name on the signature page hereof (or, in the case of any Lender that became party to this Agreement after the Closing Date pursuant to Section 16.3(c) or (d) hereof, the equipment loan commitment amount (if any) of such Lender as set forth in the applicable Commitment Transfer Supplement), as the same may be adjusted upon any assignment by or to such Lender pursuant to Section 16.3(c) or (d) hereof.

"Equipment Loan Commitment Percentage" shall mean, as to any Lender, the Equipment Loan Commitment Percentage (if any) set forth below such Lender's name on the signature page hereof (or, in the case of any Lender that became party to this Agreement after the Closing Date pursuant to Section 16.3(c) or (d) hereof, the Equipment Loan Commitment Percentage (if any) of such Lender as set forth in the applicable Commitment Transfer Supplement), as the same may be adjusted upon any assignment by or to such Lender pursuant to Section 16.3(c) or (d) hereof.

"Equipment Loans" shall have the meaning set forth in Section 2.3(a) hereof.

"Equipment Loan Rate" shall mean (a) with respect to Equipment Loans that are Domestic Rate Loans, an interest rate per annum equal to the sum of the Applicable Margin plus the Alternate Base Rate and (b) with respect to Equipment Loans that are LIBOR Rate Loans, an interest rate per annum equal to the sum of the Applicable Margin plus the LIBOR Rate.

"Equipment Note" shall mean, collectively, the promissory notes referred to in Section 2.3(b) hereof.

"Fifth Amendment Date" shall mean June 26, 2015.

"Maximum Equipment Loan Amount" shall mean $10,000,000 less repayments of the Equipment Loans.

"Springing Covenant Event" shall mean, the occurrence of (i) Borrowers' Average Undrawn Availability being less than twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount or (ii) Borrowers' Average Undrawn Availability being less than $5,000,000, in each case at any time.

"Springing Dominion Event" shall mean, the occurrence of (i) Borrowers' Undrawn Availability being less than twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount or (ii) Borrowers' Undrawn Availability being less than $5,000,000, in each case at any time.

"Springing Termination Event (Cash Dominion)" shall mean the occurrence of (i) Borrowers' Undrawn Availability being equal to or greater than twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount or (ii) Borrowers' Undrawn Availability being equal to or greater than $5,000,000, in each case for thirty (30) consecutive days.

"Springing Termination Event (Covenants)" shall mean, the occurrence of (i) Borrowers' Average Undrawn Availability being equal to or greater than twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount or (ii) Borrowers' Average Undrawn Availability being equal to or greater than $5,000,000, in each case for thirty (30) consecutive days.

(b) **Definitions**. The following defined terms contained in Section 1.2 of the Loan Agreement shall be amended and restated in their entirety as follows:

"Advances" shall mean and include the Revolving Advances, Equipment Loans, Letters of Credit, and the Swing Loans.

"Applicable Margin" shall mean (a) an amount equal to negative one half of one percent (-0.50%) for (i) Revolving Advances consisting of Domestic Rate Loans, and (ii) Swing Loans, (b) an amount equal to one and three quarters of one percent (1.75%) for Revolving Advances consisting of LIBOR Rate Loans, (c) an amount equal to one half of one percent (0.50%) for Equipment Loans consisting of Domestic Rate Loans, and (d) an amount equal to three and one quarter of one percent (3.25%) for Equipment Loans consisting of LIBOR Rate Loans.

"Capital Expenditures Indebtedness" shall mean an amount not to exceed (i) $10,000,000 during Borrowers' 2015 fiscal year to finance Capital Expenditures, (ii) $10,000,000 during Borrowers' 2016 fiscal year to finance Capital Expenditures, and (iii) $5,000,000 during each fiscal year of Borrowers thereafter to finance Capital Expenditures.

"Debt Payments" shall mean for any period, in each case, all cash actually expended by any Borrower to make: (a) interest payments on any Advances hereunder, plus (b) scheduled principal payments on the Equipment Loans plus (c) payments for all fees, commissions and charges set forth herein, plus (d) payments on Capitalized Lease Obligations, plus (e) payments with respect to any other Indebtedness for borrowed money.

"Eligible Receivables" shall mean and include, each Receivable of a Borrower arising in the Ordinary Course of Business and which Agent, in its Permitted Discretion, shall deem to be an Eligible Receivable, based on such considerations as Agent may from time to time deem appropriate. A Receivable shall not be deemed eligible unless such Receivable is subject to Agent's first priority perfected security interest and no other Lien (other than Permitted Encumbrances), and is evidenced by an invoice or other documentary evidence satisfactory to Agent. In addition, no Receivable shall be an Eligible Receivable if:

(a) it arises out of a sale made by any Borrower to an Affiliate of any Borrower or to a Person controlled by an Affiliate of any Borrower;

(b) it is due or unpaid more than ninety (90) days after the original invoice date or sixty (60) days after the original due date;

(c) twenty-five percent (25%) or more of the Receivables from such Customer are not deemed Eligible Receivables under subclause (b) hereof;

(d) any material covenant, representation or warranty contained in this Agreement with respect to such Receivable has been breached;

(e) an Insolvency Event shall have occurred with respect to such Customer;

(f) the sale is to a Customer, which Customer is outside the continental United States of America or a province of Canada that has not adopted the Personal Property Security Act of Canada, unless the sale is on letter of credit, guaranty or acceptance terms, in each case acceptable to Agent in its Permitted Discretion or such Receivable constitutes an Eligible Insured Foreign Receivable;

(g) the sale to the Customer is on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment or any other repurchase or return basis or is evidenced by chattel paper;

(h) the Customer is the United States of America, any state or any department, agency or instrumentality of any of them, unless the applicable Borrower assigns its right to payment of such Receivable to Agent pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. Sub-Section 3727 et seq. and 41 U.S.C. Sub-Section 15 et seq.) or has otherwise complied with other applicable statutes or ordinances;

(i) the goods giving rise to such Receivable have not been delivered to and accepted by the Customer or the services giving rise to such Receivable have not been performed by the applicable Borrower and accepted by the Customer or the Receivable otherwise does not represent a final sale;

(j) with respect to any Receivable due from any Customer other than (i) AT&T, (ii) Apple, (iii) DirecTV or (iv) Frontier, such Receivable, together with all other Receivables due from such Customer, exceeds 25% of all outstanding Receivables, unless such Receivable has been approved by Agent (which approval shall not be unreasonably withheld);

(k) the Receivable is subject to any offset, deduction, defense, dispute, credits or counterclaim (but such Receivable shall only be ineligible to the extent of such offset, deduction, defense or counterclaim), or the Receivable is contingent in any respect or for any reason;

(l) the applicable Borrower has made any agreement with any Customer for any deduction therefrom, except for discounts or allowances made in the Ordinary Course of Business, all of which discounts or allowances are reflected in the calculation of the face value of each respective invoice related thereto;

(m) any return, rejection or repossession of the merchandise has occurred or the rendition of services has been disputed;

(n) (1) such Receivable is not payable to a Borrower or (2) such Receivable is sold pursuant to the Factoring Agreement and the proceeds thereof are remitted to a Depository Account;

(o) such Receivable does not arise out of a contract between a Borrower and a Customer, or a contract under which such Borrower has rights as an assignee, unless such Receivable shall be permitted by Agent; or

(p) such Receivable is not otherwise satisfactory to Agent as determined in the exercise of its Permitted Discretion.

"Maximum Loan Amount" shall mean $50,000,000.

"Maximum Revolving Advance Amount" shall mean $40,000,000 plus any increases in accordance with Section 2.24.

"Note" shall mean collectively, the Revolving Credit Note, the Equipment Note, and the Swing Loan Note.

"Permitted Holdings Distributions" shall mean a distribution to Holdings from time to time of an amount not to exceed in the aggregate (1) funds in an amount equal to $ 6,500,000 provided to a Borrower by Holdings on or prior to the Closing Date, and (2) funds provided after the Closing Date to a Borrower by Holdings as working capital or as a capital contribution and not on account of any services provided by any Borrower, upon satisfaction of the following conditions: (a) Borrowers shall have complied with the covenant in Section 6.15(c) and (b) both before and after giving pro-forma effect to any such distribution (i) no Default or Event of Default shall exist or will exist and (ii) no Springing Covenant Event shall have occurred or would exist. For purposes of calculating the amount that may be distributed at any time hereunder, all distributions will be deemed distributed on account of the amounts permitted under subsection (1) above until such time that the full amount of the funds provided to Borrowers by Holdings prior to the Closing Date has been returned and thereafter such amounts shall be deemed distributed on account of subsection (2) above.

"Permitted Royalty Payments" shall mean the payment of Royalty Payments by a Borrower on a quarterly basis upon satisfaction of the following conditions: (a) both before and after giving pro-forma effect to any such payments (i) no Default or Event of Default shall exist and (ii) no Springing Covenant Event shall exist; and (b) the aggregate amount of such payments shall not to exceed four percent (4%) of the Borrowers' gross revenue (determined in accordance with GAAP) for any fiscal period.

"Revolving Advances" shall mean Advances other than Letters of Credit, Equipment Loans, and the Swing Loans.

"Undrawn Availability" at a particular date shall mean an amount equal to (a) the sum of all cash in Depository Accounts plus the lesser of (i) the Formula Amount or (ii) the Maximum Revolving Advance Amount minus the Maximum Undrawn Amount of all outstanding Letters of Credit, minus (b) the sum of (i) the outstanding amount of Advances (other than the Equipment Loans) plus (ii) fees and expenses incurred in connection with the Transactions for which Borrowers are liable but which have not been paid or charged to Borrowers' Account.

(c) **Revolving Advances**. Section 2.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

2.1 Revolving Advances.

(a) Amount of Revolving Advances. Subject to the terms and conditions set forth in this Agreement specifically including Sections 2.1(b) and 2.1(c), each Lender, severally and not jointly, will make Revolving Advances to Borrowers in aggregate amounts outstanding at any time equal to such Lender's Revolving Commitment Percentage of the lesser of (x) the Maximum Revolving Advance Amount, less the outstanding amount of Swing Loans, less the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit or (y) an amount equal to the sum of:

(i) up to 90% (the "Receivables Advance Rate") of Eligible Receivables, plus

(ii) up to 90% (the "Unbilled Receivables Advance Rate" and, together with the Receivables Advance Rate, collectively the "Advance Rates") of Eligible Unbilled Receivables, minus

(iii) the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit, minus

(iv) such reserves as Agent may in its Permitted Discretion deem necessary from time to time.

The amount derived from the sum of (x) Sections 2.1(a)(y)(i) and 2.1(a)(y)(ii) minus (y) the sum of Sections 2.1(a)(y)(iii) and 2.1(a)(y)(iv) at any time and from time to time shall be referred to as the "Formula Amount". The Revolving Advances shall be evidenced by one or more secured promissory notes (collectively, the "Revolving Credit Note") substantially in the form attached hereto as Exhibit 2.1(a). Notwithstanding anything to the contrary contained in the foregoing or otherwise in this Agreement, the outstanding aggregate principal amount of Swing Loans and the Revolving Advances at any one time outstanding shall not exceed an amount equal to the lesser of (i) the Maximum Revolving Advance Amount less the Maximum Undrawn Amount of all outstanding Letters of Credit or (ii) the Formula Amount.

(b) Sublimit for Revolving Advances. The aggregate amount of Revolving Advances made to Borrowers against Eligible Pre-Approved Foreign Receivable or Receivables shall not exceed in the aggregate, at any time outstanding, ten percent (10%) of the Formula Amount.

(c) Discretionary Rights. The Advance Rates may be increased or decreased by Agent at any time and from time to time upon five days notice to Borrowing Agent in the exercise of its Permitted Discretion based on the results of field examinations, audits or other collateral evaluations conducted from time to time. Each Borrower consents to any such increases or decreases and acknowledges that decreasing the Advance Rates or increasing or imposing reserves may limit or restrict Advances requested by Borrowing Agent. The rights of Agent under this subsection are subject to the provisions of Section 16.2(b).

(d) **Procedures for Requesting Revolving Advances**. Section 2.2(a) of the Loan Agreement shall be amended and restated in its entirety as follows:

(a) Borrowing Agent on behalf of any Borrower may notify Agent prior to 1:00 p.m. on a Business Day of a Borrower's request to incur, on that day, a Revolving Advance hereunder. Subject to the satisfaction of the conditions set forth in Section 8.3 hereof, in the event any Borrower desires an Equipment Loan, Borrowing Agent shall give Agent at least three (3) Business Days' prior written notice. Should any amount required to be paid as interest hereunder, or as fees or other charges under this Agreement or any other agreement with Agent or Lenders, or with respect to any other Obligation under this Agreement, become due, same shall be deemed a request for a Revolving Advance maintained as a Domestic Rate Loan as of the date such payment is due, in the amount required to pay in full such interest, fee, charge or Obligation, and such request shall be irrevocable.

(e) **Equipment Loans**. Section 2.3 of the Loan Agreement shall be amended and restated in its entirety as follows:

2.3 Equipment Loans.

(a) Subject to the terms and conditions of this Agreement, each Lender, severally and not jointly, shall, from time to time, make available Advances to one or more Borrowers (each, an "Equipment Loan" and collectively, the "Equipment Loans") in an amount equal to such Lender's Equipment Loan Commitment Percentage of the applicable Equipment Loan, to finance each applicable Borrower's purchase of Equipment consisting of computer hardware and software for use in each such Borrower's business; provided that the Equipment to be purchased shall be reasonably acceptable to Agent. All such Equipment Loans shall be in such amounts as are requested by Borrowing Agent, in an amount up to, at Agent's sole discretion, 90% of the net invoice cost (excluding taxes, shipping, delivery, handling, installation, overhead and other so called "soft" costs) of the Equipment then to be purchased by Borrowers and the total amount of all Equipment Loans advanced hereunder shall not exceed, in the aggregate, the Maximum Equipment Loan Amount. Once repaid Equipment Loans may not be reborrowed.

(b) Advances constituting Equipment Loans shall be made available to Borrowers commencing on the Fifth Amendment Date through and including May 1, 2019, and shall be available during the following borrowing periods: (i) from the Fifth Amendment Date through and including December 31, 2015, (ii) from January 1, 2016 through and including June 30, 2016, (iii) from July 1, 2016 through and including December 31, 2016, (iv) from January 1 through and including June 30 of each year thereafter, and (v) from July 1 through and including December 31 of each year thereafter (each, an "Equipment Borrowing Period") . At the end of each Equipment Borrowing Period, Agent shall calculate the aggregate principal balance of all then outstanding Equipment Loans, which amount shall be repayable in equal and consecutive monthly installments based upon a thirty six (36) month amortization schedule, each of which installments shall be due and payable on the first day of the next month after the end of the Equipment Borrowing Period, and the remaining installments of which shall be due and payable on the first day of each month thereafter, with the entire principal balance, along with all accrued and unpaid interest, fees, costs and expenses related thereto, payable on the last day of the Term, subject to acceleration upon the occurrence of an Event of Default under this Agreement or termination of this Agreement. Equipment Loans shall be evidenced by one or more secured promissory notes (collectively, the "Equipment Note") in substantially the form attached hereto as Exhibit 2.3. The Equipment Loans may consist of Domestic Rate Loans or LIBOR Rate Loans, or a combination thereof, as Borrowing Agent may request. In the event that Borrowers desire to obtain or extend a LIBOR Rate Loan or to convert a Domestic Rate Loan to a LIBOR Rate Loan, Borrowing Agent shall comply with the notification requirements set forth in Sections 2.2(b) and (d) and the provisions of Sections 2.2(b) through (g) shall apply.

(f) **Making and Settlement of Advances**. Section 2.6(a) of the Loan Agreement shall be amended and restated in its entirety as follows:

(a) Each borrowing of Revolving Advances shall be advanced according to the applicable Revolving Commitment Percentages of Lenders holding the Revolving Commitments (subject to any contrary terms of Section 2.22). Each borrowing of Swing Loans shall be advanced by Swing Loan Lender alone. Each borrowing of Equipment Loans shall be advanced according to the applicable Equipment Loan Commitment Percentages of Lenders holding the Equipment Loan Commitments.

(g) **Manner and Repayment of Advances**. Section 2.8(a) of the Loan Agreement shall be amended and restated in its entirety as follows:

(a) The Revolving Advances and Swing Loans shall be due and payable in full on the last day of the Term subject to earlier prepayment as herein provided. The Equipment Loans shall be due and payable as provided in Section 2.3 hereof and in the Equipment Note, subject to mandatory prepayments as herein provided. Notwithstanding the foregoing, all Advances shall be subject to earlier repayment upon (x) acceleration upon the occurrence of an Event of Default under this Agreement or (y) termination of this Agreement. Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the Advances shall be applied (x) first, to the outstanding principal installments of the Equipment Loans in the inverse order of the maturities thereof, and (y) second, to the remaining Advances (subject to any contrary provisions of Section 2.22) pro rata according to the applicable Revolving Commitment Percentages of Lenders in such order as Agent may determine.

(h) **Mandatory Prepayments**. Sections 2.20(a) and 2.20(b) of the Loan Agreement shall be amended and restated in their entirety as follows:

(a) Subject to Section 7.1 hereof, when any Borrower sells or otherwise disposes of any Collateral other than Inventory in the Ordinary Course of Business, Borrowers shall repay the Advances in an amount equal to the net proceeds of such sale (i.e., gross proceeds less the reasonable direct costs of such sales or other dispositions), such repayments to be made promptly but in no event more than three (3) Business Days following receipt of such net proceeds, and until the date of payment, such proceeds shall be held in trust for Agent. The foregoing shall not be deemed to be implied consent to any such sale otherwise prohibited by the terms and conditions hereof. Such repayments shall be applied to the outstanding Advances (x) first, to the outstanding principal installments of the Equipment Loans in the inverse order of the maturities thereof, and (y) second, to the remaining Advances (including cash collateralization of all Obligations relating to any outstanding Letters of Credit in accordance with the provisions of Section 3.2(b), provided however that if no Default or Event of Default has occurred and is continuing, such repayments shall be applied to cash collateralize any Obligations related to outstanding Letters of Credit last) in such order as Agent may determine, subject to Borrowers' ability to reborrow Revolving Advances in accordance with the terms hereof.

(b) In the event of (x) any issuance or other incurrence of Indebtedness (other than Indebtedness described in the definition of Permitted Indebtedness) by Borrowers, (y) the issuance of any Equity Interests by any Borrower, or (z) the receipt by any Borrower of the proceeds of any grant, Borrowers shall, no later than three (3) Business Days after the receipt by Borrowers of (i) the cash proceeds from any such issuance or incurrence of Indebtedness, (ii) the net cash proceeds of any issuance of Equity Interests, or (iii) the cash proceeds of any such grants, as applicable, repay the Advances in an amount equal to (x) one hundred percent (100%) of such cash proceeds in the case of such incurrence or issuance of Indebtedness, (y) one hundred percent (100%) of such net cash proceeds in the case of an issuance of Equity Interests, and (z) one hundred percent (100%) of such cash proceeds in the case of receipt of proceeds of grants. Such repayments will be applied in the same manner as set forth in Section 2.20(a) hereof. The foregoing requirements regarding proceeds of grants shall not apply to the extent that they would require Borrowers to violate the terms of any grant agreement restricting the use of proceeds of such grant.

(i) **Increase in Maximum Revolving Advance Amount**. Article II of the Loan Agreement shall be amended by adding the following Section 2.24 to the end of such Article:

2.24 Increase in Maximum Revolving Advance Amount.

(a) Borrowers may, at any time and from time to time, request that the Maximum Revolving Advance Amount be increased by (1) one or more of the current Lenders increasing their Revolving Commitment Amount (any current Lender which elects to increase its Revolving Commitment Amount shall be referred to as an "Increasing Lender") or (2) one or more new lenders (each a "New Lender") joining this Agreement and providing a Revolving Commitment Amount hereunder, subject to the following terms and conditions:

(i) No current Lender shall be obligated to increase its Revolving Commitment Amount and any increase in the Revolving Commitment Amount by any current Lender shall be in the sole discretion of such current Lender;

(ii) Borrowers may not request the addition of a New Lender unless (and then only to the extent that) there is insufficient participation on behalf of the existing Lenders in the increased Revolving Commitments being requested by Borrowers;

(iii) There shall exist no Event of Default or Default on the effective date of such increase after giving effect to such increase;

(iv) After giving effect to such increase, the Maximum Revolving Advance Amount shall not exceed $50,000,000;

(v) Borrowers may not request an increase in the Maximum Revolving Advance Amount under this Section 2.24 more than one (1) times during any fiscal year, and no single such increase in the Maximum Revolving Advance Amount shall be for an amount less than $5,000,000;

(vi) Borrowers shall deliver to Agent on or before the effective date of such increase the following documents in form and substance satisfactory to Agent: (1) certifications of their corporate secretaries with attached resolutions certifying that the increase in the Revolving Commitment Amounts has been approved by such Borrowers, (2) certificate dated as of the effective date of such increase certifying that no Default or Event of Default shall have occurred and be continuing and certifying that the representations and warranties made by each Borrower herein and in the Other Documents are true and complete in all respects with the same force and effect as if made on and as of such date (except to the extent any such representation or warranty expressly relates only to any earlier and/or specified date), (3) such other agreements, instruments and information (including supplements or modifications to this Agreement and/or the Other Documents executed by Borrowers as Agent reasonably deems necessary in order to document the increase to the Maximum Revolving Advance Amount and to protect, preserve and continue the perfection and priority of the liens, security interests, rights and remedies of Agent and Lenders hereunder and under the Other Documents in light of such increase, and (4) an opinion of counsel in form and substance satisfactory to Agent which shall cover such matters related to such increase as Agent may reasonably require and each Borrower hereby authorizes and directs such counsel to deliver such opinions to Agent and Lenders;

(vii) Borrowers shall execute and deliver (1) to each Increasing Lender a replacement Note reflecting the new amount of such Increasing Lender's Revolving Commitment Amount after giving effect to the increase (and the prior Note issued to such Increasing Lender shall be deemed to be cancelled) and (2) to each New Lender a Note reflecting the amount of such New Lender's Revolving Commitment Amount;

(viii) Any New Lender shall be subject to the approval of Agent and Issuer;

(ix) Each Increasing Lender shall confirm its agreement to increase its Revolving Commitment Amount pursuant to an acknowledgement in a form acceptable to Agent, signed by it and each Borrower and delivered to Agent at least five (5) days before the effective date of such increase; and

(x) Each New Lender shall execute a lender joinder in substantially the form of Exhibit 2.24 pursuant to which such New Lender shall join and become a party to this Agreement and the Other Documents with a Revolving Commitment Amount as set forth in such lender joinder.

(b) On the effective date of such increase, (i) Borrowers shall repay all Revolving Advances then outstanding, subject to Borrowers' obligations under Sections 3.7, 3.9, or 3.10; provided that subject to the other conditions of this Agreement, the Borrowing Agent may request new Revolving Advances on such date and (ii) the Revolving Commitment Percentages of Lenders holding a Revolving Commitment (including each Increasing Lender and/or New Lender) shall be recalculated such that each such Lender's Revolving Commitment Percentage is equal to (x) the Revolving Commitment Amount of such Lender divided by (y) the aggregate of the Revolving Commitment Amounts of all Lenders. Each Lender shall participate in any new Revolving Advances made on or after such date in accordance with its Revolving Commitment Percentage after giving effect to the increase in the Maximum Revolving Advance Amount and recalculation of the Revolving Commitment Percentages contemplated by this Section 2.24.

(c) On the effective date of such increase, each Increasing Lender shall be deemed to have purchased an additional/increased participation in, and each New Lender will be deemed to have purchased a new participation in, each then outstanding Letter of Credit and each drawing thereunder and each then outstanding Swing Loan in an amount equal to such Lender's Revolving Commitment Percentage (as calculated pursuant to Section 2.24(b) above) of the Maximum Undrawn Amount of each such Letter of Credit (as in effect from time to time) and the amount of each drawing and of each such Swing Loan, respectively. As necessary to effectuate the foregoing, each existing Lender holding a Revolving Commitment Percentage that is not an Increasing Lender shall be deemed to have sold to each applicable Increasing Lender and/or New Lender, as necessary, a portion of such existing Lender's participations in such outstanding Letters of Credit and drawings and such outstanding Swing Loans such that, after giving effect to all such purchases and sales, each Lender holding a Revolving Commitment (including each Increasing Lender and/or New Lender) shall hold a participation in all Letters of Credit (and drawings thereunder) and all Swing Loans in accordance with their respective Revolving Commitment Percentages (as calculated pursuant to Section 2.24(b) above).

(d) On the effective date of such increase, Borrowers shall pay all reasonable cost and expenses incurred by Agent and by each Increasing Lender and New Lender in connection with the negotiations regarding, and the preparation, negotiation, execution and delivery of all agreements and instruments executed and delivered by any of Agent, Borrowers and/or Increasing Lenders and New Lenders in connection with, such increase (including all fees for any supplemental or additional public filings of any Other Documents necessary to protect, preserve and continue the perfection and priority of the liens, security interests, rights and remedies of Agent and Lenders hereunder and under the Other Documents in light of such increase).

(j) **Interest**. Section 3.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

3.1 Interest. Interest on Advances shall be payable in arrears on the first day of each month with respect to Domestic Rate Loans and, with respect to LIBOR Rate Loans, at the end of each Interest Period, provided further that all accrued and unpaid interest shall be due and payable at the end of the Term. Interest charges shall be computed on the actual principal amount of Advances outstanding during the month at a rate per annum equal to (i) with respect to Revolving Advances, the applicable Revolving Interest Rate, (ii) with respect to Swing Loans, the Revolving Interest Rate for Domestic Rate Loans, and (iii) with respect to Equipment Loans, the applicable Equipment Loan Rate (as applicable, the "Contract Rate"). Except as expressly provided otherwise in this Agreement, any Obligations other than the Advances that are not paid when due shall accrue interest at the Revolving Interest Rate for Domestic Rate Loans, subject to the provision of the final sentence of this Section 3.1 regarding the Default Rate. Whenever, subsequent to the date of this Agreement, the Alternate Base Rate is increased or decreased, the applicable Contract Rate shall be similarly changed without notice or demand of any kind by an amount equal to the amount of such change in the Alternate Base Rate during the time such change or changes remain in effect. The LIBOR Rate shall be adjusted with respect to LIBOR Rate Loans without notice or demand of any kind on the effective date of any change in the Reserve Percentage as of such effective date. Upon and after the occurrence of an Event of Default, and during the continuation thereof, at the option of Agent or at the direction of Required Lenders (or, in the case of any Event of Default under Section 10.7, immediately and automatically upon the occurrence of any such Event of Default without the requirement of any affirmative action by any party), (i) the Obligations other than LIBOR Rate Loans shall bear interest at the applicable Contract Rate for Domestic Rate Loans plus two percent (2%) per annum and (ii) LIBOR Rate Loans shall bear interest at the Revolving Interest Rate for LIBOR Rate Loans plus two percent (2%) per annum (as applicable, the "Default Rate").

(k) **Collateral Monitoring Fee**. Section 3.4(a) of the Loan Agreement shall be amended and restated in its entirety as follows:

> (q) Borrowers shall pay Agent a collateral monitoring fee equal to $1,000 per month commencing on the first day of the month following the Closing Date and on the first day of each month thereafter during the Term. The collateral monitoring fee shall be deemed earned in full on the date when same is due and payable hereunder and shall not be subject to rebate or proration upon termination of this Agreement for any reason.

(l) **Receivables; Deposit Accounts and Securities Accounts.** Section 4.8(h) of the Loan Agreement shall be amended and restated in its entirety as follows:

> (h) All proceeds of Collateral shall be deposited by Borrowers into either (i) a lockbox account, dominion account or such other "blocked account" ("Blocked Accounts") established at a bank or banks (each such bank, a "Blocked Account Bank") pursuant to an arrangement with such Blocked Account Bank as may be acceptable to Agent or (ii) depository accounts ("Depository Accounts") established at Agent for the deposit of such proceeds. Each applicable Borrower, Agent and each Blocked Account Bank shall enter into a deposit account control agreement in form and substance satisfactory to Agent that is sufficient to give Agent "control" (for purposes of Articles 8 and 9 of the Uniform Commercial Code) over such accounts and which directs such Blocked Account Bank to transfer such funds so deposited on a daily basis or at other times acceptable to Agent to Agent, either to any account maintained by Agent at said Blocked Account Bank or by wire transfer to appropriate account(s) at Agent; provided, however, that Borrowers shall not be required to give "control" to Agent with respect to any Excluded Accounts. All funds deposited in such Blocked Accounts or Depository Accounts shall immediately become subject to the security interest of Agent for its own benefit and the ratable benefit of Issuer, Lenders and all other holders of the Obligations, and Borrowing Agent shall obtain the agreement by such Blocked Account Bank to waive any offset rights against the funds so deposited. Neither Agent nor any Lender assumes any responsibility for such blocked account arrangement, including any claim of accord and satisfaction or release with respect to deposits accepted by any Blocked Account Bank thereunder. Upon the occurrence and during the continuance of any Springing Dominion Event, through and including the occurrence of any Springing Termination Event (Cash Dominion), Agent shall apply all funds received by it from the Blocked Accounts and/or Depository Accounts to the satisfaction of the Obligations (including the cash collateralization of the Letters of Credit) in such order as Agent shall determine in its sole discretion, provided that, in the absence of any Event of Default, Agent shall apply all such funds representing collection of Receivables first to the prepayment of the principal amount of the Swing Loans, if any, and then to the Revolving Advances.

(m) **Fixed Charge Coverage Ratio**. Section 6.5 of the Loan Agreement shall be amended and restated in its entirety as follows:

> 6.5 Fixed Charge Coverage Ratio. Upon the occurrence of any Springing Covenant Event and until the occurrence of a Springing Termination Event, cause to be maintained as of the end of each fiscal quarter, a Fixed Charge Coverage Ratio of not less than 1.00 to 1.00, measured on a rolling four (4) quarter basis. For the avoidance of doubt, upon the occurrence of a Springing Covenant Event, the Fixed Charge Coverage Ratio shall be tested for the immediately preceding fiscal quarter.

(n) **Capital Expenditures**. Section 7.6 of the Loan Agreement shall be amended and restated in its entirety as follows:

> 7.6 Capital Expenditures. Upon the occurrence of any Springing Covenant Event in any fiscal year, contract for, purchase or make any expenditure or commitments for Capital Expenditures (i) for the fiscal years ending June 30, 2015 and June 30, 2016, to the extent such Springing Covenant Event occurred in such fiscal year, in an aggregate amount for all Borrowers in excess of $10,000,000 (including the aggregate amount of Capital Expenditures Indebtedness), or (ii) in any fiscal year thereafter, with respect to the fiscal year in which the Springing Covenant Event occurred, in an aggregate amount for all Borrowers in excess of $5,000,000 (including the aggregate amount of Capital Expenditures Indebtedness).

(o) **Affiliate Payables**. Section 7.21 of the Loan Agreement shall be amended and restated in its entirety as follows:

7.21 Affiliate Payables. Permit (a) the terms of any accounts payable due to any Affiliate or Subsidiary of any Borrower to be modified in any manner that is adverse to any Borrower, or (b) upon the occurrence of any Springing Covenant Event, the amount of outstanding Receivables owing to the Borrowers from their Affiliates and Subsidiaries to exceed $2,500,000 in the aggregate at any time.

(p) **Conditions to Each Equipment Loan**. Article 8 of the Loan Agreement shall be amended by adding the following Section 8.3 to the end of such Article:

8.3 Conditions to Each Equipment Loan. The agreement of Lenders to make any Equipment Loan is subject to satisfaction of the following conditions precedent: (a) receipt by Agent of (i) a copy of the invoice relating to the Equipment being purchased, (ii) evidence that the requested Equipment Loan does not exceed the net invoice cost of such Equipment being purchased by such Borrower (which shall be exclusive of shipping, delivery, handling, taxes, overhead, installation and all other "soft" costs), and (iii) such other documentation and evidence that Agent may reasonably request; and (b) after giving effect thereto, the aggregate amount of all Equipment Loans advanced hereunder shall not exceed the Maximum Equipment Loan Amount.

(q) **Schedules**. Section 9.2 of the Loan Agreement shall be amended and restated in its entirety as follows:

9.2 Schedules. Deliver to Agent (i) on or before the twentieth (20th) day of each month as and for the prior month (a) accounts receivable ageings, (b) accounts payable schedules, and (c) a Borrowing Base Certificate in form and substance satisfactory to Agent (which shall be calculated as of the last day of the prior month and which shall not be binding upon Agent or restrictive of Agent's rights under this Agreement), and (ii) twice each week (a) a Borrowing Base Certificate in form and substance satisfactory to Agent (which shall be calculated on a rolling basis as of the reporting date provided and which shall not be binding upon Agent or restrictive of Agent's rights under this Agreement), and (b) an associated sales report for the applicable reporting period. In addition, each Borrower will deliver to Agent, upon Agent's request, at such intervals as Agent may require: (i) confirmatory assignment schedules; (ii) copies of Customer's invoices; (iii) evidence of shipment or delivery; (iv) pipeline report and a report of affiliate balances; and (v) such further schedules, documents and/or information regarding the Collateral as Agent may require including trial balances and test verifications. Agent shall have the right to confirm and verify all Receivables by any manner and through any medium it considers advisable and do whatever it may deem reasonably necessary to protect its interests hereunder. The items to be provided under this Section are to be in form satisfactory to Agent and executed by each Borrower and delivered to Agent from time to time solely for Agent's convenience in maintaining records of the Collateral, and any Borrower's failure to deliver any of such items to Agent shall not affect, terminate, modify or otherwise limit Agent's Lien with respect to the Collateral. Unless otherwise agreed to by Agent, the items to be provided under this Section 9.2 shall be delivered to Agent by the specific method of Approved Electronic Communication designated by Agent.

(r) **Term**. Section 13.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

13.1 Term. This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Borrower, Agent and each Lender, shall become effective on the date hereof and shall continue in full force and effect until May 1, 2020 (the "Term") unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon sixty (60) days prior written notice to Agent upon payment in full of the Obligations. In the event the Obligations are prepaid in full (whether voluntary or involuntary, including after acceleration thereof) and this Agreement is terminated prior to the last day of the Term (the date of such prepayment hereinafter referred to as the "Early Termination Date"), Borrowers shall concurrently pay to Agent for the benefit of Lenders an early termination fee in an amount equal to (x) one half of one percent (0.50%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the Fifth Amendment Date to and including May 1, 2017, and (y) zero percent (0.00%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the date immediately following such date; provided, however, that if the Obligations are prepaid in full in connection with a refinancing provided by a division of PNC, no early termination fee shall be due upon the Early Termination Date.

(s) **Successors and Assigns**. Sections 16.3(c) and 16.3(d) of the Loan Agreement shall be amended and restated in their entirety as follows:

(c) Any Lender, with the consent of Agent, may sell, assign or transfer all or any part of its rights and obligations under or relating to Revolving Advances and/or Equipment Loans under this Agreement and the Other Documents to one or more additional Persons and one or more additional Persons may commit to make Advances hereunder (each a "Purchasing Lender"), in minimum amounts of not less than $5,000,000, pursuant to a Commitment Transfer Supplement, executed by a Purchasing Lender, the transferor Lender, and Agent and delivered to Agent for recording , provided, however, that each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to each of the Revolving Advances under this Agreement in which such Lender has an interest. Upon such execution, delivery, acceptance and recording, from and after the transfer effective date determined pursuant to such Commitment Transfer Supplement, (i) Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder with a Revolving Commitment Percentage as set forth therein, and (ii) the transferor Lender thereunder shall, to the extent provided in such Commitment Transfer Supplement, be released from its obligations under this Agreement, the Commitment Transfer Supplement creating a novation for that purpose. Such Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of the Revolving Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Each Borrower hereby consents to the addition of such Purchasing Lender and the resulting adjustment of the Revolving Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Borrowers shall execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing.

(d) Any Lender, with the consent of Agent which shall not be unreasonably withheld or delayed, may directly or indirectly sell, assign or transfer all or any portion of its rights and obligations under or relating to Revolving Advances and/or Equipment Loans under this Agreement and the Other Documents to an entity, whether a corporation, partnership, trust, limited liability company or other entity that (i) is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and (ii) is administered, serviced or managed by the assigning Lender or an Affiliate of such Lender (a "Purchasing CLO" and together with each Participant and Purchasing Lender, each a "Transferee" and collectively the "Transferees"), pursuant to a Commitment Transfer Supplement modified as appropriate to reflect the interest being assigned ("Modified Commitment Transfer Supplement"), executed by any intermediate purchaser, the Purchasing CLO, the transferor Lender, and Agent as appropriate and delivered to Agent for recording. Upon such execution and delivery, from and after the transfer effective date determined pursuant to such Modified Commitment Transfer Supplement, (i) Purchasing CLO thereunder shall be a party hereto and, to the extent provided in such Modified Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder and (ii) the transferor Lender thereunder shall, to the extent provided in such Modified Commitment Transfer Supplement, be released from its obligations under this Agreement, the Modified Commitment Transfer Supplement creating a novation for that purpose. Such Modified Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing CLO. Each Borrower hereby consents to the addition of such Purchasing CLO. Borrowers shall execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing.

Section 2 **Exhibit 2.3**. Upon the effectiveness of this Amendment, the attached Exhibit 2.3 shall be added to the Loan Agreement as an Exhibit.

Section 3 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) from and after the Effective Date, such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment and the Notes (as defined below), that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment and the Notes on its behalf was similarly authorized and empowered, and that this Amendment and the Notes does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment, the Notes, and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 4 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received an equipment loan note in the amount of $10,000,000 executed by Borrowers in favor of PNC (the "Equipment Note");

(c) Agent shall have received an amended and restated revolving credit note in the amount of $40,000,000 executed by Borrowers in favor of PNC (the "A&R Note" and together with the Equipment Note, the "Notes");

(d) Agent shall have received a copy of the resolutions in form and substance reasonably satisfactory to Agent, of the Board of Directors of each Borrower authorizing the execution, delivery and performance of this Amendment and the Notes, certified by the Secretary of such Borrower, together with a certification as to the incumbency signatures of each person signing such documents on behalf of Borrowers;

(e) Agent shall have received the results of updated UCC, tax lien, and judgment searches against each of the Borrowers;

(f) Agent shall have received a non-refundable amendment fee in the amount of $50,000 which shall be fully earned as of the date of this Amendment; and

(g) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 5 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 6 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 7 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 8 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions

By: /s/ Robert T. Dechant
Name Robert T. Dechant
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
As Lender and as Agent

By: /s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

Revolving Commitment Percentage: 100%
Equipment Loan Commitment Percentage: 100%
Revolving Commitment Amount $40,000,000
Equipment Loan Commitment Amount: $10,000,000

[SIGNATURE PAGE TO FIFTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions

By: /s/ Robert T. Dechant
Name Robert T. Dechant
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
As Lender and as Agent

By: /s/ Jacqueline MacKenzie
Jacqueline MacKenzie, Vice President

Revolving Commitment Percentage: 100%
Equipment Loan Commitment Percentage: 100%
Revolving Commitment Amount $40,000,000
Equipment Loan Commitment Amount: $10,000,000

[SIGNATURE PAGE TO FIFTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.9
EXECUTION VERSION

SIXTH AMENDMENT TO

REVOLVING CREDIT AND SECURITY AGREEMENT

This Sixth Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 30th day of June, 2016, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have requested that Agent and Lenders modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Amendments to Loan Agreement.** On the Sixth Amendment Effective Date:

(a) **New Definitions.** The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

"Commitment Percentage" shall mean for any Lender party to this Agreement, the percentage set forth below such Lender's name with respect to each type of Advance on the signature page hereof as same may be adjusted upon any assignment by a Lender pursuant to Section 16.3(c) or (d) hereof, and for any Lender that becomes a party to this Agreement pursuant to a Commitment Transfer Supplement or a Modified Commitment Transfer Supplement, the percentage set forth in Schedule **1** to such Commitment Transfer Supplement or Modified Commitment Transfer Supplement, as applicable.

"Excess Cash Flow" shall mean, for any fiscal period, in each case for Borrowers on a Consolidated Basis, EBITDA, minus each of the following, to the extent actually paid in cash during such fiscal period, Unfunded Capital Expenditures, distributions (including tax distributions but excluding Permitted Holdings Distributions of $11,500,000 paid through June 30, 2016), dividends and Royalty Payments, taxes and Debt Payments.

"Maximum Term Loan Amount" shall mean $10,000,000.

"Sixth Amendment Date" shall mean June 30 , 2016.

"Term Loan" shall have the meaning set forth in Section 2.3.1 hereof.

"Term Loan Commitment" shall mean, as to any Lender, the obligation of such Lender (if applicable), which obligation is subject to all the terms and conditions of this Agreement and the Other Documents, to make Term Loans in an aggregate principal amount not to exceed the Term Loan Commitment Amount (if any) of such Lender.

"Term Loan Commitment Amount" shall mean, as to any Lender, the term loan commitment amount (if any) set forth below such Lender's name on the signature page hereof (or, in the case of any Lender that became party to this Agreement after the Closing Date pursuant to Section 16.3(c) or (d) hereof, the term loan commitment amount (if any) of such Lender as set forth in the applicable Commitment Transfer Supplement), as the same may be adjusted upon any assignment by or to such Lender pursuant to Section 16.3(c) or (d) hereof.

"Term Loan Commitment Percentage" shall mean, as to any Lender, the Term Loan Commitment Percentage (if any) set forth below such Lender's name on the signature page hereof (or, in the case of any Lender that became party to this Agreement after the Closing Date pursuant to Section 16.3(c) or (d) hereof, the Term Loan Commitment Percentage (if any) of such Lender as set forth in the applicable Commitment Transfer Supplement), as the same may be adjusted upon any assignment by or to such Lender pursuant to Section 16.3(c) or (d) hereof.

"Term Loan" shall have the meaning set forth in Section 2.3.1 hereof.

"Term Loan Rate" shall mean (a) with respect to Term Loans that are Domestic Rate Loans, an interest rate per annum equal to the sum of the Applicable Margin plus the Alternate Base Rate and (b) with respect to Term Loans that are LIBOR Rate Loans, an interest rate per annum equal to the sum of the Applicable Margin plus the LIBOR Rate.

"Term Note" shall mean, collectively, the promissory notes referred to in Section 2.3.1 hereof.

(b) **Definitions**. The following defined terms contained in Section 1.2 of the Loan Agreement shall be amended and restated in their entirety as follows:

"Advances" shall mean and include the Revolving Advances, Equipment Loans, Letters of Credit, Term Loans and the Swing Loans.

"Applicable Margin" shall mean (a) an amount equal to negative one half of one percent (-0.50%) for (1) Revolving Advances consisting of Domestic Rate Loans, and (ii) Swing Loans, (b) an amount equal to one and three quarters of one percent (1.75%) for Revolving Advances consisting of LIBOR Rate Loans, (c) an amount equal to one half of one percent (0.50%) for Equipment Loans consisting of Domestic Rate Loans, (d) an amount equal to three and one quarter of one percent (3.25%) for Equipment Loans consisting of LIBOR Rate Loans, (e) an amount equal to one and one half of one percent (1.50%) for Term Loans consisting of Domestic Rate Loans, and (f) an amount equal to three and one half of one percent (3.5%) for Term Loans consisting of LIBOR Rate Loans.

"Capital Expenditures Indebtedness" shall mean an amount not to exceed (i) $5,000,000 during Borrowers' 2016 fiscal year to finance Capital Expenditures, and (ii) $7,500,000 during each fiscal year of Borrowers thereafter to finance Capital Expenditures.

"Debt Payments" shall mean for any period, in each case, all cash actually expended by any Borrower to make: (a) interest payments on any Advances hereunder, plus (b) scheduled principal payments on the Equipment Loans plus (c) scheduled principal payments on the Term Loans plus (d) payments for all fees, commissions and charges set forth herein, plus (e) payments on Capitalized Lease Obligations, plus (f) payments with respect to any other Indebtedness for borrowed money.

"Fixed Charge Coverage Ratio" shall mean, with respect to any fiscal period, the ratio of (a) EBITDA, minus Unfunded Capital Expenditures made by any Borrower during such period, minus distributions (including tax distributions but excluding Permitted Holdings Distributions of $11,500,000 paid through June 30, 2016), dividends and cash Royalty Payments made by any Borrower during such period, minus cash taxes paid by any Borrower during such period to (b) all Debt Payments made by any Borrower during such period.

"Maximum Equipment Loan Amount" shall mean $3,000,000.

"Maximum Loan Amount" shall mean $53,000,000.

"Note" shall mean collectively, the Revolving Credit Note, the Equipment Note, the Term Notes and the Swing Loan Note.

"Permitted Holdings Distributions" shall mean a distribution to Holdings from time to time of an amount not to exceed in the aggregate (1) funds in an amount equal to $11,500,000 provided to a Borrower by Holdings on or prior to the Closing Date, and (2) funds provided after the Closing Date to a Borrower by Holdings as working capital or as a capital contribution and not on account of any services provided by any Borrower, upon satisfaction of the following conditions: (a) Borrowers shall have complied with the covenant in Section 6.15(c) and (b) both before and after giving pro-forma effect to any such distribution (i) no Default or Event of Default shall exist or will exist, (ii) no Springing Covenant Event shall have occurred or would exist, and (iii) Borrowers shall have complied with the covenant in Section 6.5 (Fixed Charge Coverage Ratio). For purposes of calculating the amount that may be distributed at any time hereunder, all distributions will be deemed distributed on account of the amounts permitted under subsection (1) above until such time that the full amount of the funds provided to Borrowers by Holdings prior to the Closing Date has been returned, which as of the Sixth Amendment Effective Date, Borrowers acknowledge have been fully paid and satisfied, and thereafter such amounts shall be deemed distributed on account of subsection (2) above. From and after the Sixth Amendment Effective Date, upon the satisfaction of the conditions set forth in clause (b) above, distributions may be made, together with Permitted Royalty Payments, in an aggregate amount as follows: (x) in fiscal year 2016, in an amount equal to 100% of Excess Cash Flow up to $7,900,000, and (y) in fiscal year 2017, in an amount equal to 100% of Excess Cash Flow up to $7,300,000 plus, to the extent Excess Cash Flow exceeds $7,300,000 in fiscal year 2017, an amount up to fifty percent (50%) of Excess Cash Flow in excess of $7,300,000, subject, however, to Mandatory Prepayments required under Section 2.20(d); provided, however, for purposes of calculating the amount of distributions that may be permitted in (x) and (y) above, at such time as the aggregate principal amount of all Term Loans is less than $6,000,000, the Excess Cash Flow limitation shall not apply, and at such time as there are no outstanding Term Loans, neither the Excess Cash Flow limitation or clause (b)(iii) above shall apply.

"Permitted Royalty Payments" shall mean the payment of Royalty Payments by a Borrower on a quarterly basis upon satisfaction of the following conditions: (a) both before and after giving pro-forma effect to any such payments (i) no Default or Event of Default shall exist, (ii) no Springing Covenant Event shall exist, and (iii) Borrowers shall have complied with the covenant in Section 6.5 (Fixed Charge Coverage Ratio); and (b) the aggregate amount of such payments shall not exceed the lesser of, (i) four percent (4%) of the Borrowers' gross revenue (determined in accordance with GAAP) for any fiscal period, and (ii) from and after the Sixth Amendment Effective Date, the aggregate amount of distributions and Permitted Royalty Payments permitted in the definition of Permitted Holdings Distributions; provided, however, for purposes of calculating the amount of Permitted Royalty Payments permitted hereunder, at such time as there are no outstanding Term Loans, clause (a)(iii) above shall not apply.

"Revolving Advances" shall mean Advances other than Letters of Credit, Equipment Loans, Term Loans and the Swing Loans.

"Undrawn Availability" at a particular date shall mean an amount equal to (a) the sum of all cash in Depository Accounts plus the lesser of (i) the Formula Amount or (ii) the Maximum Revolving Advance Amount minus the Maximum Undrawn Amount of all outstanding Letters of Credit, minus (b) the sum of (i) the outstanding amount of Advances (other than the Equipment Loans and Term Loans) plus (ii) fees and expenses incurred in connection with the Transactions for which Borrowers are liable but which have not been paid or charged to Borrowers' Account.

(c) **Term Loans**. Section 2.3 of the Loan Agreement shall be amended by adding the following Section 2.3.1 to the end of Section 2.3 as follows:

2.3.1 Term Loans. Subject to the terms and conditions of this Agreement, each Lender, severally and not jointly, shall, from time to time, make available Advances to one or more Borrowers (each, a "Term Loan" and collectively, the "Term Loans") in an amount equal to such Lender's Term Loan Commitment Percentage of the applicable Term Loan.

(a) A Term Loan shall be advanced on or within two (2) Business Days after the Sixth Amendment Effective Date in an amount equal to $6,000,000 but in no event greater than such Lender's Term Loan Commitment ("Term Loan A").Term Loan A shall be, with respect to principal, payable as follows, subject to acceleration upon the occurrence of an Event of Default under this Agreement or termination of this Agreement: (i) thirty six (36) consecutive monthly payments in the amount of $166,666.66 commencing July 1, 2016 and continuing on the first day of each month thereafter with the final installment to include all unpaid principal, accrued and unpaid interest and all unpaid fees, costs and expenses related thereto. Term Loan A shall be evidenced by a secured promissory note ("Term Note A") in substantially the form attached hereto as Exhibit 2.3.1. Term Loan A may consist of a Domestic Rate Loan or LIBOR Rate Loan, or a combination thereof, as Borrowing Agent may request. In the event that Borrowers desire to obtain or extend a LIBOR Rate Loan or to convert a Domestic Rate Loan to a LIBOR Rate Loan, Borrowing Agent shall comply with the notification requirements set forth in Sections 2.2(b) and (d) and the provisions of Sections 2.2(b) through (g) shall apply.

(b) Subject to the terms and conditions set forth in clause 2.3.1(c) below, a Term Loan shall be advanced in an amount equal to $4,000,000 but in no event greater than such Lender's Term Loan Commitment ("Term Loan B"). Term Loan B shall be, with respect to principal, payable as follows, subject to acceleration upon the occurrence of an Event of Default under this Agreement or termination of this Agreement: (i) thirty six (36) consecutive monthly payments in the amount of $111,111.11 commencing on the first day of the month following the funding of Term Loan B and continuing on the first day of each month thereafter, with the final installment to include all unpaid principal, accrued and unpaid interest and all unpaid fees, costs and expenses related thereto. Term Loan B shall be evidenced by a secured promissory note ("Term Note B") in substantially the form attached hereto as Exhibit 2.3.1. Term Loan B may consist of a Domestic Rate Loan or LIBOR Rate Loan, or a combination thereof, as Borrowing Agent may request. In the event that Borrowers desire to obtain or extend a LIBOR Rate Loan or to convert a Domestic Rate Loan to a LIBOR Rate Loan, Borrowing Agent shall comply with the notification requirements set forth in Sections 2.2(b) and (d) and the provisions of Sections 2.2(b) through (g) shall apply.

(c) Conditions to making Term Loan B. Term Loan B will be advanced within thirty (30) days after Agent's receipt of Borrower's 2016 fiscal year audited financial statements provided: (i) such financial statements indicate that Borrower's EBITDA was no less than $15,000,000 for such fiscal year, (ii) the Compliance Certificate related to said financial statements indicates that no Default or Event of Default exists, (iii) no Default or Event of Default shall exist on the date Term Loan B is advanced to Borrower or after giving effect thereto, (iv) Borrowers' Average Undrawn Availability for the thirty (30) day period immediately preceding the funding date of Term Loan B shall have been not less than $7,500,000, and (v) Agent shall have received, for its account, a nonrefundable fee in the amount of $20,000 on the funding date of Term Loan B. If Borrower does not satisfy the foregoing terms, the commitment to advance Term Loan B shall automatically expire and, to the extent the fee described in clause (v) above shall have been paid, such fee shall be returned to Borrowers.

(d) **Making and Settlement of Advances**. Section 2.6(a) of the Loan Agreement shall be amended and restated in its entirety as follows:

(a) Each borrowing of Revolving Advances shall be advanced according to the applicable Revolving Commitment Percentages of Lenders holding the Revolving Commitments (subject to any contrary terms of Section 2.22). Each borrowing of Swing Loans shall be advanced by Swing Loan Lender alone. Each borrowing of Equipment Loans shall be advanced according to the applicable Equipment Loan Commitment Percentages of Lenders holding the Equipment Loan Commitments. Each borrowing of Term Loans shall be advanced according to the applicable Term Loan Commitment Percentages of Lenders holding the Term Loan Commitments.

(e) **Manner and Repayment of Advances**. Section 2.8(a) of the Loan Agreement shall be amended and restated in its entirety as follows:

(a) The Revolving Advances and Swing Loans shall be due and payable in full on the last day of the Term subject to earlier prepayment as herein provided. The Equipment Loans shall be due and payable as provided in Section 2.3 hereof and in the Equipment Note, subject to mandatory prepayments as herein provided. The Term Loans shall be due and payable as provided in Section 2.3.1 hereof and in the Term Notes, subject to mandatory prepayments as herein provided. Notwithstanding the foregoing, all Advances shall be subject to earlier repayment upon (x) acceleration upon the occurrence of an Event of Default under this Agreement or (y) termination of this Agreement. Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the Advances shall be applied (x) first, to the outstanding principal installments of the Term Loans in the inverse order of the maturities thereof; (y) second, to the outstanding principal installments of the Equipment Loans in the inverse order of the maturities thereof, and (z) third, to the remaining Advances (subject to any contrary provisions of Section 2.22) pro rata according to the applicable Revolving Commitment Percentages of Lenders in such order as Agent may determine.

(f) **Mandatory Prepayments**. Section 2.20 of the Loan Agreement shall be amended by amending Section 2.20(a) and adding a new Section 2.20(d), each as follows:

(1) Section 2.20(a) shall be amended and restated in its entirety as follows:

(a) Subject to Section 7.1 hereof, when any Borrower sells or otherwise disposes of any Collateral other than Inventory in the Ordinary Course of Business, Borrowers shall repay the Advances in an amount equal to the net proceeds of such sale (i.e., gross proceeds less the reasonable direct costs of such sales or other dispositions), such repayments to be made promptly but in no event more than three (3) Business Days following receipt of such net proceeds, and until the date of payment, such proceeds shall be held in trust for Agent. The foregoing shall not be deemed to be implied consent to any such sale otherwise prohibited by the terms and conditions hereof. Such repayments shall be applied to the outstanding Advances (x) first, to the outstanding principal installments of the Term Loans in the inverse order of the maturities thereof, (y) second, to the outstanding principal installments of the Equipment Loans in the inverse order of the maturities thereof, and (z) third, to the remaining Advances (including cash collateralization of all Obligations relating to any outstanding Letters of Credit in accordance with the provisions of Section 3.2(b), provided however that if no Default or Event of Default has occurred and is continuing, such repayments shall be applied to cash collateralize any Obligations related to outstanding Letters of Credit last) in such order as Agent may determine, subject to Borrowers' ability to reborrow Revolving Advances in accordance with the terms hereof.

(2) a new Section 2.20(d) shall be added as follows:

(d) Borrowers shall prepay the outstanding amount of the Term Loans in an amount equal to twenty-five percent (25%) of Excess Cash Flow for each fiscal year commencing with the fiscal year ending June 30, 2017, payable upon delivery of the financial statements to Agent referred to in and required by Section 9.7 for such fiscal year, which amounts shall be applied to the Term Loans in inverse order of maturity. In the event that the financial statements are not so delivered, then a calculation based upon estimated amounts shall be made by Agent upon which calculation Borrowers shall make the prepayment required by this Section 2.20(d), subject to adjustment when the financial statements are delivered to Agent as required hereby. The calculation made by Agent shall not be deemed a waiver of any rights Agent or Lenders may have as a result of the failure by Borrowers to deliver such financial statements.

(g) **Interest**. Section 3.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

3.1 Interest. Interest on Advances shall be payable in arrears on the first day of each month with respect to Domestic Rate Loans and, with respect to LIBOR Rate Loans, at the end of each Interest Period, provided further that all accrued and unpaid interest shall be due and payable at the end of the Term. Interest charges shall be computed on the actual principal amount of Advances outstanding during the month at a rate per annum equal to (i) with respect to Revolving Advances, the applicable Revolving Interest Rate, (ii) with respect to Swing Loans, the Revolving Interest Rate for Domestic Rate Loans, (iii) with respect to Equipment Loans, the applicable Equipment Loan Rate, and (iv) with respect to Term Loans, the applicable Term Loan Rate (as applicable, the "Contract Rate"). Except as expressly provided otherwise in this Agreement, any Obligations other than the Advances that are not paid when due shall accrue interest at the Revolving Interest Rate for Domestic Rate Loans, subject to the provision of the final sentence of this Section 3.1 regarding the Default Rate. Whenever, subsequent to the date of this Agreement, the Alternate Base Rate is increased or decreased, the applicable Contract Rate shall be similarly changed without notice or demand of any kind by an amount equal to the amount of such change in the Alternate Base Rate during the time such change or changes remain in effect. The LIBOR Rate shall be adjusted with respect to LIBOR Rate Loans without notice or demand of any kind on the effective date of any change in the Reserve Percentage as of such effective date. Upon and after the occurrence of an Event of Default, and during the continuation thereof, at the option of Agent or at the direction of Required Lenders (or, in the case of any Event of Default under Section 10.7, immediately and automatically upon the occurrence of any such Event of Default without the requirement of any affirmative action by any party), (i) the Obligations other than LIBOR Rate Loans shall bear interest at the applicable Contract Rate for Domestic Rate Loans plus two percent (2%) per annum and (ii) LIBOR Rate Loans shall bear interest at the Revolving Interest Rate for LIBOR Rate Loans plus two percent (2%) per annum (as applicable, the "Default Rate").

(h) **Fixed Charge Coverage Ratio**. Section 6.5 of the Loan Agreement shall be amended and restated in its entirety as follows:

6.5 Fixed Charge Coverage Ratio. Upon the occurrence of any Springing Covenant Event and until the occurrence of a Springing Termination Event, cause to be maintained as of the end of each fiscal quarter, a Fixed Charge Coverage Ratio of not less than 1.00 to 1.00, measured on a rolling four (4) quarter basis, except as set forth below. For the avoidance of doubt, upon the occurrence of a Springing Covenant Event, the Fixed Charge Coverage Ratio shall be tested for the immediately preceding fiscal quarter. From and after the Sixth Amendment Effective Date, for purposes of calculating the Fixed Charge Coverage Ratio, the Fixed Charge Coverage Ratio shall be measured on (a) the trailing three (3) months for the period ending September 30, 2016, (b) the trailing six (6) months for the period ending December 31, 2016, (c) the trailing (9) months for the period ending March 31, 2017, (d) the trailing twelve (12) months for the period ending June 30, 2017, and (e) on a rolling four (4) quarter basis thereafter based on the trailing twelve (12) months.

(i) **Sale of Assets**. Section 7.1(b) of the Loan Agreement shall be amended and restated to read as follows:

(b) Sell, lease, transfer or otherwise dispose of any of its properties or assets, except (i) the sale of property or assets in the Ordinary Course of Business, (ii) the disposition or transfer of obsolete or worn-out equipment, or equipment that has become no longer useful in such Borrower's business, in the Ordinary Course of Business, (iii) the sale of AT&T Receivables pursuant to the Factoring Agreement; provided, however, that Borrowers shall not sell any AT&T Receivables unless all proceeds of any such sales shall be deposited into a Depository Account subject to the AT&T/Citibank Agreement, and (iv) any other sales or dispositions expressly permitted by this Agreement in each case not to exceed assets with a fair market value of more than $250,000 in any fiscal year and to the extent that (x) the proceeds of any such disposition are used to acquire replacement equipment which is subject to Agent's first priority security interest or (y) the proceeds of which, in excess of $50,000, are remitted to Agent to be applied pursuant to Section 2.20.

(j) **Capital Expenditures**. Section 7.6 of the Loan Agreement shall be amended and restated in its entirety as follows:

7.6 Capital Expenditures. Upon the occurrence of any Springing Covenant Event in any fiscal year, contract for, purchase or make any expenditure or commitments for Capital Expenditures (i) for the fiscal year ending June 30, 2016, to the extent such Springing Covenant Event occurred in such fiscal year, in an aggregate amount for all Borrowers in excess of $5,000,000 (including the aggregate amount of Capital Expenditures Indebtedness), or (ii) in any fiscal year thereafter, with respect to the fiscal year in which the Springing Covenant Event occurred, in an aggregate amount for all Borrowers in excess of $7,500,000 (including the aggregate amount of Capital Expenditures Indebtedness).

(k) **Term**. Section 13.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

13.1 Term. This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Borrower, Agent and each Lender, shall become effective on the date hereof and shall continue in full force and effect until May 1, 2020 (the "Term") unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon sixty (60) days prior written notice to Agent upon payment in full of the Obligations. In the event the Obligations are prepaid in full (whether voluntary or involuntary, including after acceleration thereof) and this Agreement is terminated prior to the last day of the Term (the date of such prepayment hereinafter referred to as the "Early Termination Date"), Borrowers shall concurrently pay to Agent for the benefit of Lenders an early termination fee in an amount equal to (x) one half of one percent (0.50%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the Sixth Amendment Date to and including May 1, 2017, (y) one quarter of one percent (0.25%) of the Maximum Loan Amount if the Early Termination Date occurs on or after May 2, 2017 to and including May 1, 2018, and (z) zero percent (0.00%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the date immediately following such date; provided, however, that if the Obligations are prepaid in full in connection with a refinancing provided by a division of PNC, no early termination fee shall be due upon the Early Termination Date.

(l) **Successors and Assigns**. Sections 16.3(c) and 16.3(d) of the Loan Agreement shall be amended and restated in their entirety as follows:

(c) Any Lender, with the consent of Agent, may sell, assign or transfer all or any part of its rights and obligations under or relating to Revolving Advances and/or Equipment Loans and/or Term Loans under this Agreement and the Other Documents to one or more additional Persons and one or more additional Persons may commit to make Advances hereunder (each a "Purchasing Lender"), in minimum amounts of not less than $5,000,000, pursuant to a Commitment Transfer Supplement, executed by a Purchasing Lender, the transferor Lender, and Agent and delivered to Agent for recording, provided, however, that each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to each of the Advances under this Agreement in which such Lender has an interest. Upon such execution, delivery, acceptance and recording, from and after the transfer effective date determined pursuant to such Commitment Transfer Supplement, (i) Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder with a Commitment Percentage as set forth therein, and (ii) the transferor Lender thereunder shall, to the extent provided in such Commitment Transfer Supplement, be released from its obligations under this Agreement, the Commitment Transfer Supplement creating a novation for that purpose. Such Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of the Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Each Borrower hereby consents to the addition of such Purchasing Lender and the resulting adjustment of the Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Borrowers shall execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing.

(d) Any Lender, with the consent of Agent which shall not be unreasonably withheld or delayed, may directly or indirectly sell, assign or transfer all or any portion of its rights and obligations under or relating to Revolving Advances and/or Equipment Loans and/or Term Loans under this Agreement and the Other Documents to an entity, whether a corporation, partnership, trust, limited liability company or other entity that (i) is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and (ii) is administered, serviced or managed by the assigning Lender or an Affiliate of such Lender (a "Purchasing CLO" and together with each Participant and Purchasing Lender, each a "Transferee" and collectively the "Transferees"), pursuant to a Commitment Transfer Supplement modified as appropriate to reflect the interest being assigned ("Modified Commitment Transfer Supplement"), executed by any intermediate purchaser, the Purchasing CLO, the transferor Lender, and Agent as appropriate and delivered to Agent for recording. Upon such execution and delivery, from and after the transfer effective date determined pursuant to such Modified Commitment Transfer Supplement, (i) Purchasing CLO thereunder shall be a party hereto and, to the extent provided in such Modified Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder and (ii) the transferor Lender thereunder shall, to the extent provided in such Modified Commitment Transfer Supplement, be released from its obligations under this Agreement, the Modified Commitment Transfer Supplement creating a novation for that purpose. Such Modified Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing CLO. Each Borrower hereby consents to the addition of such Purchasing CLO. Borrowers shall execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing.

Section 2 **Exhibit 2.3.1.** Upon the Sixth Amendment Effective Date, the attached Exhibit 2.3.1 shall be added to the Loan Agreement as an Exhibit.

Section 3 **Acknowledgment Regarding Permitted Holdings Distributions.**

Borrowers acknowledge and agree that, as of the date first written above, Borrowers have repaid in full the $11,500,000 referenced in clause (1) of the definition of "Permitted Holdings Distributions" and therefore the remaining maximum amount that may be distributed by Borrowers to Holdings pursuant to such clause (1) is Zero ($0.00). In the event that Borrowers effect such distribution in the form of a dividend, any such dividend shall be subject to the limitations set forth in the definition of "Permitted Holdings Distributions" and, pursuant to the definition of "Fixed Charge Coverage Ratio", shall not be included within the computation of the Fixed Charge Coverage Ratio.

Section 4 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment and the Note (as defined below), that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment and the Notes on its behalf was similarly authorized and empowered, and that this Amendment and the Notes does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment, the Notes, and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 5 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received a term note in the amount of $6,000,000 executed by Borrowers in favor of PNC ("Term Note A");

(c) Agent shall have received a copy of the resolutions in form and substance reasonably satisfactory to Agent, of the Board of Directors of each Borrower authorizing the execution, delivery and performance of this Amendment and the Notes, certified by the Secretary of such Borrower, together with a certification as to the incumbency signatures of each person signing such documents on behalf of Borrowers;

(d) Agent shall have received a non-refundable amendment fee in the amount of $30,000 which shall be fully earned as of the Sixth Amendment Effective Date;

(e) Agent shall have received a copy of the AT&T contract maturity extension; and

(f) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 6 Post Closing

(a) Agent shall have received the results of updated UCC, tax lien, and judgment searches against each of the Borrowers within thirty (30) days from the Sixth Amendment Effective Date;

(b) (i) Within thirty (30) days from the Sixth Amendment Effective Date, Borrowers shall have entered into a Lender-Provided Interest Rate Hedge in an amount not less than fifty percent (50%) of Term Loan A; and (ii) within thirty (30) days from the date Term Loan B is funded, Borrowers shall have entered into a Lender-Provided Interest Rate Hedge in an amount not less than fifty percent (50%) of Term Loan B.

Section 7 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 8 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 9 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 10 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global

By: /s/ Robert T. Dechant
Name: Robert T. Dechant
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/ Patrick Cornell
Patrick Cornell, Vice President

Revolving Commitment Percentage: 100%
Equipment Loan Commitment Percentage: 100%
Tenn Loan Commitment Percentage: 100%
Revolving Commitment Amount $40,000,000
Equipment Loan Commitment Amount: $3,000,000
Term Loan Commitment Amount: $10,000,000

[SIGNATURE PAGE TO SIXTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.10

EXECUTION VERSION

SEVENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Seventh Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 7th day of November, 2016, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have requested that Agent and Lenders modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Amendments to Loan Agreement.** On the Effective Date (as defined below):

(a) **New Definitions**. The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

"Seventh Amendment" shall mean that certain Seventh Amendment to Revolving Credit and Security Agreement, dated as of the Seventh Amendment Date, by and among Borrowers, Lenders and Agent.

"Seventh Amendment Date" shall mean November 7, 2016.

"Seventh Amendment Effective Date" shall mean the "Effective Date" as defined in the Seventh Amendment.

"Special Reserve" shall mean a reserve in the amount of $5,000,000, provided, that, upon the delivery of Borrowers' financial statements to Agent pursuant to Section 9.7, 9.8 or 9.9, as applicable, such amount shall be reduced to (x) $2,000,000, if such financial statements evidence that Borrowers' EBITDA for the twelve months then ending is not less than $15,500,000 and (y) $0, if such financial statements evidence that Borrowers' EBITDA for the twelve months then ending is not less than $17,500,000, in each case, so long as (i) the Compliance Certificate accompanying such financial statements certifies that no Default or Event of Default exists and (ii) Borrowers' Average Undrawn Availability for the thirty (30) day period immediately preceding the date of such proposed reduction shall be no less than $5,000,000.

(b) **Definitions**. The following defined terms contained in Section 1.2 of the Loan Agreement shall be amended and restated in their entirety as follows:

"Applicable Margin" shall mean (a) an amount equal to negative one half of one percent (-0.50%) for (i) Revolving Advances consisting of Domestic Rate Loans, and (ii) Swing Loans, (b) an amount equal to one and three quarters of one percent (1.75%) for Revolving Advances consisting of LIBOR Rate Loans, (c) an amount equal to one and one half of one percent (1.50%) for Equipment Loans consisting of Domestic Rate Loans, (d) an amount equal to three and one quarter of one percent (3.25%) for Equipment Loans consisting of LIBOR Rate Loans, (e) an amount equal to two percent (2.0%) for Term Loans consisting of Domestic Rate Loans, and (f) an amount equal to four percent (4.0%) for Term Loans consisting of LIBOR Rate Loans.

"Capital Expenditures Indebtedness" shall mean an amount not to exceed (i) $5,000,000 during each of Borrowers' 2016 and 2017 fiscal years to finance Capital Expenditures, and (ii) $7,500,000 during each fiscal year of Borrowers thereafter to finance Capital Expenditures.

"Debt Payments" shall mean for any period, in each case, all cash actually expended by any Borrower to make: (a) interest payments on any Advances hereunder, plus(b) scheduled principal payments on the Equipment Loans plus(c) scheduled principal payments on Term Loan C plus(d) payments on Capitalized Lease Obligations, plus(e) payments with respect to any other Indebtedness for borrowed money (other than principal payments on Term Loan A and Term Loan B).

"Fixed Charge Coverage Ratio" shall mean, with respect to any fiscal period, the ratio of (a) EBITDA, minus Unfunded Capital Expenditures made by any Borrower during such period, minus distributions (including tax distributions but excluding (i) Permitted Holdings Distributions of $11,500,000 paid through June 30, 2016 and (ii) solely to the extent funded by the proceeds of Term Loan C, and upon Agent's receipt of satisfactory evidence, in its Permitted Discretion, that such proceeds have been expended on Capital Expenditures, Permitted Holdings Capital Expenditure Distributions), dividends and cash Royalty Payments made by any Borrower during such period, minus cash taxes paid by any Borrower during such period to (b) all Debt Payments made by any Borrower during such period.

"Maximum Loan Amount" shall mean $59,000,000, plus any increase in accordance with Section 2.24.

"Maximum Revolving Advance Amount" shall mean $40,000,000, plus any increases in accordance with Section 2.24.

"Permitted Holdings Capital Expenditure Distributions" shall mean a distribution to Holdings from time to time for the purpose of funding Capital Expenditures of an amount not to exceed, in the aggregate, the lesser of $16,000,000 and the actual aggregate principal amount of the funded Term Loans pursuant to Section 2.3.1, upon satisfaction of the following conditions: (a) both before and after giving pro-forma effect to any such distribution (i) no Default or Event of Default shall exist or will exist, (ii) no Springing Covenant Event shall have occurred or would exist, and (iii) Borrowers shall have complied with the covenant in Section 6.5 (Fixed Charge Coverage Ratio), and (b) prior to any such distribution, Borrowers shall deliver to Agent, notice of such proposed distribution together with calculations that show compliance with the foregoing requirements and such supporting documentation as Agent shall reasonably request, including but not limited to, invoices detailing the proposed Capital Expenditure. Upon Borrowers satisfying these conditions, Agent agrees not to unreasonably withhold its consent to the distributions to Holdings.

"Permitted Holdings Distributions" shall mean a distribution to Holdings from time to time of an amount not to exceed in the aggregate (1) funds in an amount equal to $11,500,000 provided to a Borrower by Holdings on or prior to the Closing Date, and (2) funds provided after the Closing Date to a Borrower by Holdings as working capital or as a capital contribution and not on account of any services provided by any Borrower, upon satisfaction of the following conditions: (a) Borrowers shall have complied with the covenant in Section 6.15(c) and (b) both before and after giving pro-forma effect to any such distribution (i) no Default or Event of Default shall exist or will exist, (ii) no Springing Covenant Event shall have occurred or would exist, and (iii) Borrowers shall have complied with the covenant in Section 6.5 (Fixed Charge Coverage Ratio). For purposes of calculating the amount that may be distributed at any time hereunder, all distributions will be deemed distributed on account of the amounts permitted under subsection (1) above until such time that the full amount of the funds provided to Borrowers by Holdings prior to the Closing Date has been returned, which as of the Sixth Amendment Effective Date, Borrowers acknowledge have been fully paid and satisfied, and thereafter such amounts shall be deemed distributed on account of subsection (2) above. From and after the Seventh Amendment Effective Date, upon the satisfaction of the conditions set forth in clause (b) above, distributions may be made, together with Permitted Royalty Payments, in an aggregate amount as follows: (x) in fiscal year ending June 30, 2016, up to $7,900,000 (excluding $6,500,000 distributed prior to the Seventh Amendment Effective Date) and (y) in fiscal year ending June 30, 2017, up to $4,000,000 (provided that no more than $2,000,000 shall be paid prior to January 1, 2017) plus, to the extent Excess Cash Flow exceeds $4,000,000 in fiscal year ending June 30, 2017, an amount up to fifty percent (50%) of Excess Cash Flow in excess of $4,000,000, provided, however, for purposes of calculating the amount of distributions that may be permitted in (x) and (y) above, at such time as the aggregate principal amount of all Term Loans is less than $8,000,000, the Excess Cash Flow limitation shall not apply, and at such time as there are no outstanding Term Loans, neither the Excess Cash Flow limitation or clause (b)(iii) above shall apply.

(c) **Formula Amount**. Section 2.1 of the Loan Agreement shall be amended by amending and restating Section 2.1(a)(iv) as follows:

"(iv) such reserves including without limitation, the Special Reserve, as Agent may in its Permitted Discretion deem necessary from time to time.

(d) **Term Loans**. Section 2.3.1 of the Loan Agreement shall be amended and restated as follows:

2.3.1 Term Loans. Subject to the terms and conditions of this Agreement, each Lender, severally and not jointly, shall, from time to time, make available Advances to one or more Borrowers (each, a "Term Loan" and collectively, the "Term Loans") in an amount equal to such Lender's Term Loan Commitment Percentage of the applicable Term Loan.

(a) A Term Loan shall be advanced on or within two (2) Business Days after the Sixth Amendment Effective Date in an amount equal to $6,000,000 but in no event greater than such Lender's Term Loan Commitment ("Term Loan A"). Term Loan A shall be, with respect to principal, payable as follows, subject to acceleration upon the occurrence of an Event of Default under this Agreement or termination of this Agreement: (i) thirty six (36) consecutive monthly payments in the amount of $166,666.66 commencing July 1, 2016 and continuing on the first day of each month thereafter with the final installment to include all unpaid principal, accrued and unpaid interest and all unpaid fees, costs and expenses related thereto. Term Loan A shall be evidenced by a secured promissory note ("Term Note A") in substantially the form attached hereto as Exhibit 2.3.1. Term Loan A may consist of a Domestic Rate Loan or LIBOR Rate Loan, or a combination thereof, as Borrowing Agent may request. In the event that Borrowers desire to obtain or extend a LIBOR Rate Loan or to convert a Domestic Rate Loan to a LIBOR Rate Loan, Borrowing Agent shall comply with the notification requirements set forth in Sections 2.2(b) and (d) and the provisions of Sections 2.2(b) through (g) shall apply.

(b) Subject to the terms and conditions set forth in clause 2.3.1(c) below, a Term Loan shall be advanced in an amount equal to $4,000,000 but in no event greater than such Lender's Term Loan Commitment ("Term Loan B"). Term Loan B shall be, with respect to principal, payable as follows, subject to acceleration upon the occurrence of an Event of Default under this Agreement or termination of this Agreement: (i) thirty six (36) consecutive monthly payments in the amount of $111,111.11 commencing on the first day of the month following the funding of Term Loan B and continuing on the first day of each month thereafter, with the final installment to include all unpaid principal, accrued and unpaid interest and all unpaid fees, costs and expenses related thereto. Term Loan B shall be evidenced by a secured promissory note ("Term Note B") in substantially the form attached hereto as Exhibit 2.3.1. Term Loan B may consist of a Domestic Rate Loan or LIBOR Rate Loan, or a combination thereof, as Borrowing Agent may request. In the event that Borrowers desire to obtain or extend a LIBOR Rate Loan

or to convert a Domestic Rate Loan to a LIBOR Rate Loan, Borrowing Agent shall comply with the notification requirements set forth in Sections 2.2(b) and (d) and the provisions of Sections 2.2(b) through (g) shall apply.

(c) Conditions to making Term Loan B. As of the Seventh Amendment Effective Date, it is agreed and acknowledged that Term Loan B has not, and will not, be advanced, and Term Note B shall be, and is hereby cancelled. Upon Borrowers' request, Term Note B shall be returned to Borrowers marked "Cancelled".

(d) A Term Loan shall be advanced on or within two (2) Business Days after the Seventh Amendment Effective Date in an amount equal to $16,000,000 but in no event greater than such Lender's Term Loan Commitment ("Term Loan C"). Term Loan C shall be, with respect to principal, payable as follows, subject to acceleration upon the occurrence of an Event of Default under this Agreement or termination of this Agreement: (i) fifty four (54) consecutive monthly payments in the amount of $296,296.30 commencing January 1, 2017 and continuing on the first day of each month thereafter with the final installment to include all unpaid principal, accrued and unpaid interest and all unpaid fees, costs and expenses related thereto. Term Loan C shall be evidenced by a secured promissory note ("Term Note C") in substantially the form attached hereto as Exhibit 2.3.1. Term Loan C may consist of a Domestic Rate Loan or LIBOR Rate Loan, or a combination thereof, as Borrowing Agent may request. In the event that Borrowers desire to obtain or extend a LIBOR Rate Loan or to convert a Domestic Rate Loan to a LIBOR Rate Loan, Borrowing Agent shall comply with the notification requirements set forth in Sections 2.2(b) and (d) and the provisions of Sections 2.2(b) through (g) shall apply.

(e) The proceeds of Term Loan C shall be applied first to repay the remaining balance of Term Loan A in full, including all unpaid principal, accrued and unpaid interest and all unpaid fees, costs and expenses related thereto, and the remaining balance to be advanced to Borrowers. Upon payment in full of Term Loan A, (i) Borrowers shall have no obligation to be party to any Lender-Provided Interest Rate Hedge Agreement with respect to Term Loan A and (ii) upon Borrower's request, Term Note A shall be returned to Borrowers marked "Paid in Full".

(e) **Fixed Charge Coverage Ratio**. Section 6.5 of the Loan Agreement shall be amended and restated in its entirety as follows:

6.5 Fixed Charge Coverage Ratio. Upon the occurrence of any Springing Covenant Event and until the occurrence of a Springing Termination Event, cause to be maintained as of the end of each fiscal quarter, a Fixed Charge Coverage Ratio of not less than 1.00 to 1.00, measured on a rolling four (4) quarter basis, except as set forth below. For the avoidance of doubt, upon the occurrence of a Springing Covenant Event, the Fixed Charge Coverage Ratio shall be tested for the immediately preceding fiscal quarter. From and after the Seventh Amendment Effective Date, for purposes of calculating the Fixed Charge Coverage

Ratio, the Fixed Charge Coverage Ratio shall be measured on (a) the trailing six (6) months for the period ending December 31, 2016, (b) the trailing (9) months for the period ending March 31, 2017, (c) the trailing twelve (12) months for the period ending June 30, 2017, and (d) a rolling four (4) quarter basis for each fiscal quarter ending thereafter.

(f) **Capital Expenditures**. Section 7.6 of the Loan Agreement shall be amended and restated in its entirety as follows:

7.6 Capital Expenditures. Upon the occurrence of any Springing Covenant Event in any fiscal year, contract for, purchase or make any expenditure or commitments for Capital Expenditures (i) for the fiscal years ending June 30, 2016 and June 30, 2017, to the extent such Springing Covenant Event occurred in such fiscal year, in an aggregate amount for all Borrowers in excess of $5,000,000 (including the aggregate amount of Capital Expenditures Indebtedness), or (ii) in any fiscal year thereafter, with respect to the fiscal year in which the Springing Covenant Event occurred, in an aggregate amount for all Borrowers in excess of $7,500,000 (including the aggregate amount of Capital Expenditures Indebtedness).

(g) **Term**. Section 13.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

13.1 Term. This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Borrower, Agent and each Lender, shall become effective on the date hereof and shall continue in full force and effect until May 1, 2020 (the "Term") unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon sixty (60) days prior written notice to Agent upon payment in full of the Obligations. In the event the Obligations are prepaid in full (whether voluntary or involuntary, including after acceleration thereof) and this Agreement is terminated prior to the last day of the Term (the date of such prepayment hereinafter referred to as the "Early Termination Date"), Borrowers shall concurrently pay to Agent for the benefit of Lenders an early termination fee in an amount equal to (x) one half of one percent (0.50%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the Seventh Amendment Date to and including May 1, 2018, (y) one quarter of one percent (0.25%) of the Maximum Loan Amount if the Early Termination Date occurs on or after May 2, 2018 to and including May 1, 2019, and (z) zero percent (0.00%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the date immediately following such date; provided, however, that if the Obligations are prepaid in full in connection with a refinancing provided by a division of PNC, no early termination fee shall be due upon the Early Termination Date.

Section 2 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment and the Notes (as defined below), that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment and the Notes on its behalf was similarly authorized and empowered, and that this Amendment and the Notes does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment, the Notes, and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 3 **Amendment Fee**

In consideration of entering into this Amendment, Borrowers agree to pay to Agent, for the ratable benefit of itself and each Lender, an amendment fee in the amount of $50,000.00 (the "Total Amendment Fee"), which fee shall be fully earned in full on the Seventh Amendment Effective Date and shall not be subject to rebate or proration upon termination of the Credit Agreement for any reason. The Total Amendment Fee shall be due and payable as follows: (i) $25,000 of the Total Amendment Fee shall be due and payable on the Seventh Amendment Effective Date (the "Amendment Closing Fee"), (ii) $15,000 of the Total Amendment Fee shall be due and payable on the date the Special Reserve is reduced to $2,000,000 or $0; and (iii) $10,000 of the Total Amendment Fee shall be due and payable on the date the Special Reserve is reduced to $0; provided, that, notwithstanding the foregoing, the amounts set forth in clauses (ii) and (iii) shall be due and payable no later than June 30, 2017. For the avoidance of doubt, if on the date the Special Reserve is reduced to $0 and the amount set forth in clause (ii) of the immediately preceding sentence has not been paid, such amount shall be due and payable on such date.

Section 4 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received a term note in the amount of $16,000,000 executed by Borrowers in favor of PNC ("Term Note C");

(c) Agent shall have received a copy of the resolutions in form and substance reasonably satisfactory to Agent, of the Board of Directors of each Borrower authorizing the execution, delivery and performance of this Amendment and the Notes, certified by the Secretary of such Borrower, together with a certification as to the incumbency signatures of each person signing such documents on behalf of Borrowers;

(d) Agent shall have received the Amendment Closing Fee; and

(e) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 5 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 6 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 7 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 8 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF,the parties have caused this amendment to be executed and delivered by duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global Solutions

By: /s/Robert T. Dechant
Robert T. Dechant
Chief Executive Officer

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/ Jacqueline Mackenzie
Jacqueline Mackenzie
Vice President

Revolving Commitment Percentage: 100%
Equipment Loan Commitment Percentage: 100%
Term Loan Commitment Percentage: 100%
Revolving Commitment Amount: $40,000,000
Equipment Loan Commitment Amount: $ 3,000,000
Term Loan Commitment Amount: $16,000,000

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.11

EXECUTION VERSION

EIGHTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Eighth Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 18th day of November, 2016, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Holdings and India Bidco Limited, a Bermuda corporation ("Bidco") have reached a cash offer agreement, pursuant to which Bidco shall seek to acquire all of the outstanding Equity Interests of Holdings (other than the Equity Interests owned by The Resource Group International Limited, a Bermuda corporation ("TRGI")). In the event that Bidco and TRGI acquire, collectively, not less than seventy-five percent (75%) of the outstanding Equity Interests of Holdings, Bidco and TRGI shall seek to delist the Equity Interests from the London Stock Exchange (the "Delisting").

C. Borrowers have requested that Agent and Lenders modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Amendments to Loan Agreement.** On the Effective Date (as defined below):

(a) **New Definitions**. The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

"Eighth Amendment" shall mean that certain Eighth Amendment to Revolving Credit and Security Agreement, dated as of the Eighth Amendment Date, by and among Borrowers, Lenders and Agent.

"Eighth Amendment Date" shall mean November 18, 2016.

"Eighth Amendment Effective Date" shall mean the "Effective Date" as defined in the Eighth Amendment.

(b) **Definitions**. The following defined term contained in Section 1.2 of the Loan Agreement shall be amended and restated in its entirety as follows:

"Change of Control" shall mean (a) the occurrence of any event (whether in one or more transactions) which results in Holdings failing to own ninety nine percent (99%) of the Equity Interests (on a fully diluted basis) of TRG Philippines Inc., IBEX Global Solutions Nicaragua SA, IBEX Global St. Lucia Limited or any other Subsidiary providing services that are material to any Borrower's operations or business, (b) the occurrence of any event (whether in one or more transactions) which results in IBEX Global St. Lucia Limited failing to own one hundred percent (100%) of the Equity Interests (on a fully diluted basis) of IBEX Global Jamaica Limited or (c) the occurrence of any event (whether in one or more transactions) which results in Holdings failing to own one hundred percent (100%) of the Equity Interests (on a fully diluted basis) of any Borrower.

Section 2 Representations, Warranties and Covenants of Borrowers

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment and the Notes (as defined below), that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment and the Notes on its behalf was similarly authorized and empowered, and that this Amendment and the Notes does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment, the Notes, and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 3 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received an incumbency certificate for each Borrower identifying all authorized officers with specimen signatures, certified by the Secretary of such Borrower;

(c) Agent shall have received reasonably satisfactory evidence that the Delisting shall be consummated; and

(d) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 4 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 5 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 6 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 7 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global Solutions

By: /s/ Robert T. Dechant
Robert T. Dechant
Chief Executive Officer

[SIGNATURE PAGE TO EIGHTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/ Jacqueline MacKenzie
Jacqueline MacKenzie,
Vice President

Revolving Commitment Percentage: 100%
Equipment Loan Commitment Percentage: 100%
Term Loan Commitment Percentage: 100%
Revolving Commitment Amount: $40,000,000
Equipment Loan Commitment Amount: $3,000,000
Term Loan Commitment Amount: $16,000,000

[SIGNATURE PAGE TO EIGHTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.12

NINTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Ninth Amendment to Revolving Credit, and Security Agreement (this "Amendment") is made as of this 22 day of January, 2018, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have requested that Agent and Lenders modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Amendments to Loan Agreement.** On the Effective Date (as defined below):

(a) **Definition.** The following defined term contained in Section 1.2 of the Loan Agreement shall be amended and restated in its entirety as follows:

> "Undrawn Availability" at a particular date shall mean an amount equal to (a) the sum of all cash in Depository Accounts plus the lesser of (i) the Formula Amount or (ii) the Maximum Revolving Advance Amount minus the Maximum Undrawn Amount of all outstanding Letters of Credit, minus. (b) the sum of (i) the outstanding amount of Advances (other than the Equipment Loans and Term Loans) plus (ii) fees and expenses incurred in connection with the Transactions for which Borrowers are liable but which have not been paid or charged to Borrowers' Account, plus (c) for the purpose of determining the occurrence of a Springing Dominion Event pursuant to Section 4.8(h) hereof, the amount by which the Formula Amount exceeds the Maximum Revolving Advance Amount for each day during the months of January 2018 through and including March 2018; provided, however, that such amount shall not exceed $3,000,000 in the aggregate in each such month plus (d) for the purpose of determining the occurrence of a Springing Covenant Event pursuant to Section 6.5 hereof, the amount by which the Formula Amount exceeds the Maximum Revolving Advance Amount for each day during the months of January 2018 through and including March 2018; provided, however; that such amount shall not exceed $2,500,000 in the aggregate in each such month.

Section 2 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment, that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment on its behalf was similarly authorized and empowered, and that this Amendment does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment, and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 3 **Conditions Precedent/Effectiveness Conditions**

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date");

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received a non-refundable amendment fee equal to $30,000 which shall be fully earned as of the date hereof; and

(c) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 4 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 5 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 6 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 7 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global Solutions

By: /s/ Robert T. Dechant
Robert T. Dechant
Chief Executive Officer

[SIGNATURE PAGE TO NINTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/ Janeann Fehrle
Janeann Fehrle
Senior Vice President

Revolving Commitment Percentage: 100%
Equipment Loan Commitment Percentage: 100%
Term Loan Commitment Percentage: 100%
Revolving Commitment Amount $40,000,000
Equipment Loan Commitment Amount: $3,000,000
Term Loan Commitment Amount: $16,000,000

[SIGNATURE PAGE TO NINTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.13

TENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Tenth Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 1st day of December, 2018, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have requested that Agent and modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Amendments to Loan Agreement.** On the Effective Date (as defined below):

(a) **New Definitions.** The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

"Hedge Reserve" shall mean a reserve in the amount of any negative mark to market on Borrower's Hedge Liabilities in excess of $125,000.

"Tenth Amendment" shall mean that certain Tenth Amendment to Revolving Credit and Security Agreement, dated as of the Tenth Amendment Date, by and among Borrowers, Lenders and Agent.

"Tenth Amendment Date" shall mean December 1, 2018.

(b) **Definitions.** The following defined terms contained in Section 1.2 of the Loan Agreement shall be amended and restated in their entirety as follows:

"Applicable Margin" shall mean:

(a) an amount equal to one quarter of one percent (0.25%) for (i) Revolving Advances consisting of Domestic Rate Loans, and (ii) Swing Loans,

(b) an amount equal to two and one and half of one percent (2.50%) for Revolving Advances consisting of LIBOR Rate Loans,

(c) an amount equal to one and one half of one percent (1.50%) for Equipment Loans consisting of Domestic Rate Loans,

(d) an amount equal to three and one quarter of one percent (3.25%) for Equipment Loans consisting of LIBOR Rate Loans,

(e) an amount equal to two percent (2.0%) for Term Loans consisting of Domestic Rate Loans, and

(f) an amount equal to four percent (4.0%) for Term Loans consisting of LIBOR Rate Loans;

provided, however, upon Borrowers' maintaining a Fixed Charge Coverage Ratio of at least 1.0 to 1.0 for two consecutive fiscal quarters at any time following the fiscal quarter ending September 30, 2018 calculated for the most recently ended trailing twelve month period and evidenced by delivery of Compliance Certificates, (a) an amount equal to negative one half of one percent (-0.50%) for (i) Revolving Advances consisting of Domestic Rate Loans, and (ii) Swing Loans, (b) an amount equal to one and three-quarters of one percent (1.75%) for Revolving Advances consisting of LIBOR Rate Loans.

"Maximum Loan Amount" shall mean $64,000,000, plus any increase in accordance with Section 2.24.

"Maximum Revolving Advance Amount" shall mean $45,000,000, plus any increases in accordance with Section 2.24.

"Springing Covenant Event" shall mean, the occurrence of (i) Borrowers' Average Undrawn Availability being less than twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount or (ii) Borrowers' Average Undrawn Availability being less than $5,600,000, in each case at any time.

"Springing Dominion Event" shall mean, the occurrence of Borrowers' Undrawn Availability being less than twelve and one half of one percent (12.5%) of (x) prior to November 20, 2018, $40,000,000, (y) from November 20, 2018 until immediately prior to the Tenth Amendment Date, $45,000,000 and (z) upon the Tenth Amendment Date and thereafter, the Maximum Revolving Advance Amount, in each case at any time. For the purposes of calculating Undrawn Availability solely as it relates to the Springing Dominion Event, Undrawn Availability shall be calculated as if Maximum Revolving Advance Amount is $45,000,000 from November 20, 2018 until the Tenth Amendment Date.

"Springing Termination Event (Cash Dominion)" shall mean the occurrence of (i) Borrowers' Undrawn Availability being equal to or greater than twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount or (ii) Borrowers' Undrawn Availability being equal to or greater than $5,600,000, in each case for thirty (30) consecutive days.

"Springing Termination Event (Covenants)" shall mean, the occurrence of (i) Borrowers' Average Undrawn Availability being equal to or greater than twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount or (ii) Borrowers' Average Undrawn Availability being equal to or greater than $5,600,000, in each case for thirty (30) consecutive days.

(c) **Formula Amount.** Section 2.1 of the Loan Agreement shall be amended by amending and restating Section 2.1(a)(iv) as follows:

(iv) such reserves including without limitation, the Special Reserve, the Hedge Reserve, as Agent may in its Permitted Discretion deem necessary from time to time.

(d) **Term.** Section 13.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

13.1 Term. This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Borrower, Agent and each Lender, shall become effective on the date hereof and shall continue in full force and effect until May 1, 2020 (the "Term") unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon sixty (60) days prior written notice to Agent upon payment in full of the Obligations. In the event the Obligations are prepaid in full (whether voluntary or involuntary, including after acceleration thereof) and this Agreement is terminated prior to the last day of the Term (the date of such prepayment hereinafter referred to as the "Early Termination Date"), Borrowers shall concurrently pay to Agent for the benefit of Lenders an early termination fee in an amount equal to (y) one quarter of one percent (0.25%) of the Maximum Loan Amount if the Early Termination Date occurs on or after May 2, 2018 to and including May 1, 2020, and (z) zero percent (0.00%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the date immediately following such date; provided, however, that if the Obligations are prepaid in full in connection with a refinancing provided by a division of PNC, no early termination fee shall be due upon the Early Termination Date.

Section 2 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment and the Notes (as defined below), that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment and the Notes on its behalf was similarly authorized and empowered, and that this Amendment and the Notes does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment, the Notes, and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 3 **Amendment Fee**

In consideration of entering into this Amendment, Borrowers agree to pay to Agent, for the ratable benefit of itself and each Lender, an amendment fee in the amount of $50,000.00 (the "Amendment Fee"), which fee shall be fully earned and due and payable in full on the Tenth Amendment Effective Date and shall not be subject to rebate or proration upon termination of the Credit Agreement for any reason.

Section 4 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received a second amended and restated Revolving Credit Note executed by Borrowers in favor of PNC in the principal amount of $45,000,000;

(c) Agent shall have received an incumbency certificate for each Borrower identifying all authorized officers with specimen signatures, certified by the Secretary of such Borrower;

(d) Agent shall have received the Amendment Fee; and

(e) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 5 Further Assurances

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 6 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 7 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 8 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global Solutions

By: /s/ Robert T. Dechant

Robert T. Dechant
Chief Executive Officer

[SIGNATURE PAGE TO TENTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/Jacqueline MacKenzie
Jacqueline MacKenzie
Vice President

Revolving Commitment Percentage: 100%
Equipment Loan Commitment Percentage: 100%
Term Loan Commitment Percentage: 100%
Revolving Commitment Amount $45,000,000
Equipment Loan Commitment Amount: $3,000,000
Term Loan Commitment Amount: $16,000,000

[SIGNATURE PAGE TO TENTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.14

ELEVENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Eleventh Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 26th day of April 2019, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. IBEX Global Solutions PLC (k/n/a IBEX Global Solutions Ltd.), a company created under the laws of England and Wales ("Holdings"), owns 100% of the shares of IBEX. In consideration of the Agent and Lenders extending credit and other accommodations to Borrowers under the Loan Agreement, Holdings executed a certain Guarantee and Indemnity, pursuant to which Holdings guaranteed payment and satisfaction in full of the Obligations.

C. Borrowers have informed Agent and Lenders that (I) IBEX Global Limited, a Bermuda entity, has been formed ("New Guarantor") and is the owner of 100% of the issued equity interests of Holdings, (II) New Guarantor will purchase substantially all of the assets of Holdings pursuant to a certain asset transfer agreement (including the equity interests of IBEX held by Holdings) (the "Asset Transfer Agreement") in exchange for a note issued by New Guarantor in the amount of $77,000,000 (the "Intercompany Note"), (III) the proceeds of the Intercompany Note will be distributed by Holdings to New Guarantor and then such note will be cancelled, (IV) New Guarantor will become a guarantor under the Loan Agreement and Other Documents and Holdings shall be released from being a guarantor under the Loan Agreement and Other Documents, and (V) TRGI will purchase all issued equity interests of Holdings for nominal consideration and commence a voluntary dissolution of Holdings (such transactions referred to in clauses (I)-(V) of this section, the "Guarantor Restructuring").

D. Borrowers have requested that Agent and Lenders (i) consent to the Guarantor Restructuring and (ii) modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Consent.**

(a) In reliance upon the documentation and information provided to Agent in connection with the transactions contemplated herein, and notwithstanding anything to the contrary contained in the Loan Agreement, upon the effectiveness of this Amendment, Agent and Lenders hereby consent to the Guarantor Restructuring.

(b) This consent shall be effective only as to the items set forth in the preceding paragraph. This consent shall not be deemed to constitute a consent to the breach by Borrowers of any covenants or agreements contained in the Loan Agreement or any Other Document with respect to any other transaction or matter. Borrowers agree that the consent set forth in the preceding paragraph (a) shall be limited to the precise meaning of the words as written therein and shall not be deemed (i) to be a consent to, or any waiver or modification of, any other term or condition of the Loan Agreement or any Other Document, or (ii) to prejudice any right or remedy that Agent or Lenders may now have or may in the future have under or in connection with the Loan Agreement or any Other Document, other than with respect to the matters for which the consent in the preceding paragraph (a) has been provided. Other than as described in this Amendment, the consent described in the preceding paragraph (a) shall not alter, affect, release or prejudice in any way any Obligations under the Loan Agreement or Other Documents. This consent shall not be construed as establishing a course of conduct on the part of Agent or Lenders upon which the Borrowers may rely at any time in the future. Borrowers expressly waive any right to assert any claim to such effect at any time.

Section 2 **Amendments to Loan Agreement.** On the Effective Date (as defined below):

(a) **New Definitions.** The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

"Eleventh Amendment" shall mean that certain Eleventh Amendment to Revolving Credit and Security Agreement, dated as of the Tenth Amendment Date, by and among Borrowers, Lenders and Agent.

"Eleventh Amendment Date" shall mean April 26, 2019.

(b) **Definitions.** The following defined terms contained in Section 1.2 of the Loan Agreement shall be amended and restated in their entirety as follows:

"Holdings" shall mean IBEX Global Limited, a Bermuda entity.

"Guarantor" shall mean (i) IBEX Global Solutions PLC until such time as such entity is wound down and dissolved, (ii) Limited and (iii) any other Person who may hereafter guarantee payment or performance of the whole or any part of the Obligations and "Guarantors" means, collectively, all such Persons.

Section 3 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment and the Notes (as defined below), that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment and the Notes on its behalf was similarly authorized and empowered, and that this Amendment and the Notes does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment, the Notes, and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 4 **Conditions Precedent/Effectiveness Conditions**

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received updated schedule to the Loan Agreement, if any;

(c) Agent shall have received a Guaranty, fully executed by the New Guarantor;

(d) Agent shall have received a Pledge Agreement, fully executed by the New Guarantor;

(e) Agent shall have received a copy of the Asset Transfer Agreement;

(f) Agent shall have received a copy of the resolutions in form and substance reasonably satisfactory to Agent, of the board of directors or managers of New Guarantor, authorizing the execution, delivery and performance of this Amendment, the Guaranty, and any related agreements, instruments, or documents to which New Guarantor is a party, certified by the Secretary or an Assistant Secretary of New Guarantor;

(g) Agent shall have received a certificate of the Secretary or an Assistant Secretary of New Guarantor as to the incumbency and signature of the officers of New Guarantor executing this Amendment the Guaranty, and any related agreements, instruments, or documents to which New Guarantor is a party, together with evidence of the incumbency of such Secretary or Assistant Secretary;

(h) Agent shall have received an incumbency certificate for each Borrower identifying all authorized officers with specimen signatures, certified by the Secretary of such Borrower;

(i) Agent shall have received copies of the bylaws and memorandum of association of New Guarantor, together with a certificate of good standing or equivalent certification in the jurisdiction of formation of New Guarantor;

(j) Agent shall have received the results of UCC, tax lien, and judgment searches against New Guarantor;

(k) Agent shall have received an opinion of counsel of New Guarantor;

(l) Agent shall have received updated certificates of insurance naming New Guarantor as an additional insured with respect to liability insurance and lender loss payee with respect to property insurance;

(m) Agent shall have received reasonably satisfactory evidence that the Guarantor Restructuring shall be consummated; and

(n) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 5 **Further Assurances**

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 6 **Payment of Expenses**

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 7 **Reaffirmation of Loan Agreement**

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 8 **Miscellaneous**

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. The terms and conditions of this Amendment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York without regard to any conflicts of laws principles.

(e) Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or pdf transmission shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global Solutions

By: /s/ Robert T. Dechant
Robert T. Dechant
Chief Executive Officer

[SIGNATURE PAGE TO ELEVENTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/ Jacqueline MacKenzie

Jacqueline MacKenzie
Vice President

Revolving Commitment Percentage: 100%
Equipment Loan Commitment Percentage: 100%
Term Loan Commitment Percentage: 100%
Revolving Commitment Amount $45,000,000
Equipment Loan Commitment Amount: $3,000,000
Term Loan Commitment Amount: $16,000,000

[SIGNATURE PAGE TO ELEVENTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.15

TWELFTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT

This Twelfth Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 31st day of May 2019, by and among **TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions** ("IBEX", together with any Person joined to the Loan Agreement as a borrower, collectively the "Borrowers"), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have requested that Agent and Lenders modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Amendments to Loan Agreement.** On the Effective Date (as defined below):

(a) **New Definitions.** The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

""2019 Settlement" shall mean that certain Memorandum of Understanding, and subsequent settlement documents entered into by Borrower related to the arbitration known as Andrews v. TRG Customer Solutions Inc. dated May 7, 2019."

""Foreign Subcontractors" shall mean, collectively, Holdings, TRG Philippines Inc. and IBEX Global Jamaica Limited."

""Twelfth Amendment" shall mean that certain Twelfth Amendment to Revolving Credit and Security Agreement, dated as of the Twelfth Amendment Date, by and among Borrowers, Lenders and Agent."

""Twelfth Amendment Date" shall mean May 31, 2019."

(b) **Definitions.** The following defined terms contained in Section 1.2 of the Loan Agreement shall be amended and restated in their entirety as follows:

""EBITDA" shall mean for any period with respect to Borrowers on a Consolidated Basis, the sum of (a) net income (or loss) for such period (excluding extraordinary gains and losses), plus (b) all interest expense for such period, plus (c) all charges against income for such period for (1) federal, state and local taxes and (2) expenses on account of the Royalty Agreements, to the extent deducted in determining net income plus (d) depreciation expenses for such period, plus (e) amortization expenses for such period, plus (f) one-time non-recurring expenses or charges incurred in connection with the Closing (which shall include without limitation all such expenses or charges due to Lenders and to CapitalSource Bank in connection with the Closing), to the extent paid within ninety (90) days of the Closing Date plus (g) one-time non-recurring expenses or charges in an amount not to exceed $100,000 incurred in connection with financing sought but not ultimately obtained from Fifth Third Bank, to the extent paid in cash within ninety (90) days of the Closing Date, plus (h) non-cash expenses related to any Borrower's employee stock option plan, plus (i) losses from any sale of fixed assets, plus (j) one-time non-recurring expenses or charges in an amount not to exceed $4,000,000 in the aggregate paid in connection with the 2019 Settlement, minus (k) gains from any sale of fixed assets."

""Maximum Loan Amount" shall mean $79,000,000, plus any increase in accordance with Section 2.24."

""Maximum Revolving Advance Amount" shall mean $60,000,000 less the Special Reserve."

""Permitted Royalty Payments" shall mean the payment of Royalty Payments by a Borrower on a quarterly basis upon satisfaction of the following conditions: (a) both before and after giving pro-forma effect to any such payments (i) no Default or Event of Default shall exist, (ii) no Springing Covenant Event shall exist, and (iii) Borrowers shall have caused to be maintained as of the end of the most recent fiscal quarter for which Borrowers shall have been required to deliver financial statements to Agent pursuant to Section 9.7 or 9.8, as applicable, a Fixed Charge Coverage Ratio of not less than 1.20 to 1.00, measured on a rolling four (4) quarter basis; and (b) the aggregate amount of such payments shall not exceed the lesser of, (i) four percent (4%) of the Borrowers' gross revenue (determined in accordance with IFRS) for any fiscal period, and (ii) from and after the Sixth Amendment Effective Date, the aggregate amount of distributions and Permitted Royalty Payments permitted in the definition of Permitted Holdings Distributions; provided, however, for purposes of calculating the amount of Permitted Royalty Payments permitted hereunder, at such time as there are no outstanding Term Loans, clause (a)(iii) above shall not apply."

““Special Reserve” shall mean a reserve in the amount of $10,000,000, provided, that, upon the delivery of Borrowers’ financial statements to Agent pursuant to Section 9.7, 9.8 or 9.9, as applicable, such amount shall be reduced to (x) $5,000,000, if such financial statements for the two (2) most recently ended consecutive fiscal quarters evidence that Borrowers’ EBITDA for the twelve (12) months then ending is not less than $15,000,000 and (y) $0, if such financial statements for the two (2) most recently ended consecutive fiscal quarters evidence that Borrowers’ EBITDA for the twelve (12) months then ending is not less than $17,000,000, in each case, so long as (I) Borrowers have made a written request to Agent for such reduction within forty-five (45) days of delivery of such financial statements evidencing satisfaction of the applicable hurdle referenced above and (II) the Compliance Certificate accompanying such financial statements certifies that no Default or Event of Default exists.”

““Springing Covenant Event” shall mean, in any fiscal year, the occurrence of Borrowers’ Average Undrawn Availability being less than (a) twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount for thirty (30) consecutive days or (b) (i) at any time that the Special Reserve equals $10,000,000, (A) $6,000,000 at any time prior to January 1, 2020 and (B) $6,250,000 at all times thereafter, (ii) at any time that the Special Reserve equals $5,000,000, $6,875,000 and (iii) at any time that the Special Reserve equals $0, $7,500,000, in each case for thirty (30) consecutive days; provided, however, the amount (if any) of Revolving Loan proceeds applied as a mandatory prepayment of the Term Loan pursuant to Section 2.20(d) for such fiscal year shall not be included in the calculation of Average Undrawn Availability solely for purposes of determining if a Springing Covenant Event has occurred.”

““Springing Termination Event (Covenants)” shall mean, in any fiscal year, the occurrence of Borrowers’ Average Undrawn Availability being equal to or greater than (a) twelve and one half of one percent (12.5%) of the Maximum Revolving Advance Amount for thirty (30) consecutive days or (b) (i) at any time that the Special Reserve equals $10,000,000, (A) $6,000,000 at any time prior to January 1, 2020 and (B) $6,250,000 at all times thereafter, (ii) at any time that the Special Reserve equals $5,000,000, $6,875,000 and (iii) at any time that the Special Reserve equals $0, $7,500,000, in each case for thirty (30) consecutive days; provided, however, the amount (if any) of Revolving Loan proceeds applied as a mandatory prepayment of the Term Loan pursuant to Section 2.20(d) for such fiscal year shall not be included in the calculation of Average Undrawn Availability solely for purposes of determining if a Springing Termination Event (Covenants) has occurred.”

(c) **Increase in Maximum Revolving Advance Amount.** Section 2.24(a)(iv) of the Loan Agreement shall be amended and restated in its entirety as follows:

"(iv) After giving effect to such increase, the Maximum Revolving Advance Amount shall not exceed $70,000,000;"

(d) **Collateral Monitoring Fee and Collateral Evaluation Fee.** Section 3.4 of the Loan Agreement shall be amended and restated in its entirety as follows:

"3.4 Collateral Monitoring Fee and Collateral Evaluation Fee.

(a) Borrowers shall pay Agent a collateral monitoring fee equal to $1,250 per month commencing on the first day of the month following the Closing Date and on the first day of each month thereafter during the Term. The collateral monitoring fee shall be deemed earned in full on the date when same is due and payable hereunder and shall not be subject to rebate or proration upon termination of this Agreement for any reason.

(b) Borrowers shall pay to Agent promptly at the conclusion of any collateral evaluation performed by or for the benefit of Agent - namely any field examination, collateral analysis or other business analysis permitted under Section 4.6, the need for which is to be determined by Agent and which evaluation is undertaken by Agent or for Agent's benefit - a collateral evaluation fee in an amount equal to $1,000 (or such other amount customarily charged by Agent to its customers) per day for each person employed to perform such evaluation, plus a per examination manager review fee (whether such examination is performed by Agent's employees or by a third party retained by agent) in the amount of $1,300 (or such other amount customarily charged by Agent to its customers), plus all reasonable costs and disbursements incurred by Agent in the performance of such examination or analysis, and further provided that if third parties are retained to perform such collateral evaluations, either at the request of another Lender or for extenuating reasons determined by Agent in its Permitted Discretion, then such fees charged by such third parties plus all costs and disbursements incurred by such third party, shall be the responsibility of Borrower and shall not be subject to the foregoing limits, provided that all such fees, costs and disbursements shall be reasonable and further provided that such third party collateral evaluations shall not be duplicative of evaluations otherwise performed by Agent hereunder. So long as no Event of Default has occurred and is continuing, the Borrower shall only be required to bear the cost of and reimburse Agent and the Lenders for the costs and expenses of four (4) such collective visits and examinations per fiscal year by Agent and each Lender that wishes to accompany Agent on such visit and examination."

(e) **Foreign Subsidiary Subcontractor Expenses.** Section 7.18 of the Loan Agreement shall be amended and restated in its entirety as follows:

"7.18 Foreign Subsidiary Subcontractor Expenses. Increase the transfer pricing percentage payable by any Borrower to any Foreign Subcontractor from the percentages in effect on the Twelfth Amendment Date, unless Borrower shall have notified Agent in writing within at least fifteen (15) days' of Borrower having notice or knowledge of such increase. The Borrower shall also provide Agent, within at least thirty (30) days' of the earlier of (x) Borrower providing Agent notice of such increase or (y) the required notification date of such increase referenced above, with financial projections for the twelve (12) month period following the date of such increase. Borrower acknowledges and agrees that if such projections fail to evidence, to Agent's satisfaction, that after giving effect to such increase, Borrower will be in compliance with the covenant in Section 6.5 (whether or not such covenant is required to be tested at such time under the Agreement) during such twelve (12) month period, an immediate Event of Default shall be deemed to exist under this Agreement."

(f) **Quarterly Financial Statements.** Section 9.8 of the Loan Agreement shall be amended and restated in its entirety as follows:

"9.8. Quarterly Financial Statements. Furnish Agent within forty five (45) days after the end of each fiscal quarter, an unaudited balance sheet of Borrowers on a consolidated and consolidating basis and unaudited statements of income and stockholders' equity and cash flow of Borrowers on a consolidated and consolidating basis reflecting results of operations from the beginning of the fiscal year to the end of such quarter and for such quarter, prepared on a basis consistent with prior practices and complete and correct in all material respects, subject to normal and recurring year-end adjustments that individually and in the aggregate are not material to Borrowers' business operations and setting forth in comparative form the respective financial statements for the corresponding date and period in the previous fiscal year."

(g) **Term.** Section 13.1 of the Loan Agreement shall be amended and restated in its entirety as follows:

"13.1 Term. This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Borrower, Agent and each Lender, shall become effective on the date hereof and shall continue in full force and effect until May 1, 2023 (the "Term") unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon sixty (60) days prior written notice to Agent upon payment in full of the Obligations. In the event the Obligations are prepaid in full (whether voluntary or involuntary, including after acceleration thereof) and this Agreement is terminated prior to the last day of the Term (the date of such prepayment hereinafter referred to as the "Early Termination Date"), Borrowers shall concurrently pay to Agent for the benefit of Lenders an early termination fee in an amount equal to (y) one half of one percent (0.50%) of the Maximum Loan Amount if the Early Termination Date occurs on or after the Twelfth Amendment Date to and including May 1, 2022, and (z) one quarter of one percent (0.25%) of the Maximum Loan Amount if the Early Termination Date occurs after May 1, 2022 but prior to May 1, 2023; provided, however, that if the Obligations are prepaid in full in connection with a refinancing provided by a division of PNC, no early termination fee shall be due upon the Early Termination Date."

Section 2 **Representations, Warranties and Covenants of Borrowers**

Each Borrower hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment and the Note (as defined below), that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment and the Note on its behalf was similarly authorized and empowered, and that this Amendment and the Note does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment, the Note, and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 3 **Amendment Fee.**

Borrowers shall pay to Agent an amendment fee in consideration of entering into this Amendment for the ratable benefit of itself and each Lender in the amount of $75,000 (the "Total Amendment Fee"), which fee shall be fully earned in full on the Effective Date and shall not be subject to rebate or proration upon termination of the Loan Agreement for any reason. The Total Amendment Fee shall be due and payable as follows: (i) $50,000 of the Total Amendment Fee shall be due and payable on the Twelfth Amendment Date (the "Amendment Closing Fee"), (ii) $12,500 of the Total Amendment Fee shall be due and payable on the date the Special Reserve is reduced to $5,000,000 or $0; and (iii) $12,500 of the Total Amendment Fee shall be due and payable on the date the Special Reserve is reduced to $0. For the avoidance of doubt, if on the date the Special Reserve is reduced to $0 and the amount set forth in clause (ii) of the immediately preceding sentence has not been paid, such amount shall be due and payable on such date.

Section 4 **Conditions Precedent/Effectiveness Conditions.**

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

(a) Agent shall have received this Amendment fully executed by the Borrowers;

(b) Agent shall have received the Third Amended and Restated Revolving Credit Note, in form and substance satisfactory thereto, (the "Note"), fully executed by the Borrowers;

(c) Agent shall have received the Amendment Closing Fee in immediately available funds;

(d) Agent shall have received a copy of the resolutions in form and substance reasonably satisfactory to Agent, of the board of directors or managers of each Borrower and Guarantor, authorizing the increase in the Revolving Commitment Amount, the execution, delivery and performance of this Amendment, and any related agreements, instruments, or documents to which such Borrower or Guarantor is a party, certified by the Secretary or an Assistant Secretary of such Borrower or Guarantor;

(e) Agent shall have received a certificate of the Secretary or an Assistant Secretary of each Borrower and Guarantor as to the incumbency and signature of the officers of such Borrower or Guarantor executing this Amendment and any related agreements, instruments, or documents to which it is a party, together with evidence of the incumbency of such Secretary or Assistant Secretary; and

(f) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement.

Section 5 **Further Assurances**

Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

Section 6 **Payment of Expenses**

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 7 **Reaffirmation of Loan Agreement**

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 8 **Miscellaneous**

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. This Amendment and each Other Document (unless and except to the extent expressly provided otherwise in any such Other Document), and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against any Borrower with respect to any of the Obligations, this Amendment, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Amendment, each Borrower accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Amendment. Each Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Borrowing Agent at its address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at Agent's option, by service upon Borrowing Agent which each Borrower irrevocably appoints as such Borrower's Agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against any Borrower in the courts of any other jurisdiction. Each Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Borrower waives the right to remove any judicial proceeding brought against such Borrower in any state court to any federal court. Any judicial proceeding by any Borrower against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Amendment or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

(e) Counterparts; Facsimile Signatures. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global Solutions

By: /s/ Robert T. Dechant
Robert T. Dechant
Chief Executive Officer

[SIGNATURE PAGE TO TWELFTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION
as Lender and as Agent

By: /s/ Jacqueline MacKenzie

Jacqueline MacKenzie
Senior Vice President

[SIGNATURE PAGE TO TWELFTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit 10.16

DIGITAL GLOBE SERVICES INC.
TELSATONLINE INC.
DGS EDU, LLC

HERITAGE BANK OF COMMERCE

LOAN AND SECURITY AGREEMENT

This **LOAN AND SECURITY AGREEMENT** is entered into as of March 31, 2015, by and between HERITAGE BANK OF COMMERCE ("Bank") and DIGITAL GLOBE SERVICES INC., a Delaware corporation ("Digital"), and TELSATONLINE INC., a Delaware corporation ("TelSat"), and DGS EDU, LLC, a Delaware limited liability company ("DGS") (Digital, TelSat, and DGS, each, a "Borrower", and collectively, "Borrowers").

RECITALS

Borrowers wish to obtain credit from time to time from Bank, and Bank desires to extend credit to Borrowers. This Agreement sets forth the terms on which Bank will advance credit to Borrowers, and Borrowers will repay the amounts owing to Bank.

AGREEMENT

The parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. As used in this Agreement, the following terms shall have the following definitions:

"Accounts" means all presently existing and hereafter arising accounts, contract rights, payment intangibles, and all other forms of obligations owing to a Borrower arising out of the sale or lease of goods (including, without limitation, the licensing of software and other technology) or the rendering of services by a Borrower, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by a Borrower and such Borrower's Books relating to any of the foregoing.

"Accrued Accounts" means those accounts that are un-billed and have accrued within the last 45 days or less, but would otherwise be Eligible Accounts.

"Adjusted EBITDA" means earnings before interest, taxes, depreciation and amortization expenses and excludes foreign exchange gains or losses, extraordinary items, non-cash Employee Stock Option Plan charges, warrants and non-recurring severance costs.

"Advance" or "Advances" means a cash advance or cash advances under the Revolving Facility.

"Affiliate" means, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person's senior executive officers, directors, and partners.

"Bank Expenses" means all: reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the preparation, negotiation, administration, and enforcement of the Loan Documents; reasonable Collateral audit fees; and Bank's reasonable attorneys' fees and expenses incurred in amending, enforcing or defending the Loan Documents (including fees and expenses of appeal), incurred before, during and after an Insolvency Proceeding, whether or not suit is brought.

"Borrower's Books" means all of a Borrower's books and records including: ledgers; records concerning such Borrower's assets or liabilities, the Collateral, business operations or financial condition; and all computer programs, or tape files, and the equipment, containing such information.

"Borrowing Base" means, as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrowers, (i) eighty percent (80%) of Eligible Accounts, plus (ii) sixty-five percent (65%) of Accrued Accounts.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.

"Change in Control" shall mean a transaction in which any "person" or "group" (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of a sufficient number of shares of all classes of stock then outstanding of a Borrower ordinarily entitled to vote in the election of directors, empowering such "person" or "group" to elect a majority of the Board of Directors of such Borrower, who did not have such power before such transaction.

"Closing Date" means the date of this Agreement.

"Code" means the California Uniform Commercial Code.

"Collateral" means the property described on **Exhibit A** attached hereto.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards, or merchant services issued or provided for the account of that Person; and (iii) all obligations arising under any agreement or arrangement designed to protect such Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by Bank in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof.

"Credit Extension" means each Advance or any other extension of credit by Bank for the benefit of Borrowers hereunder.

"Daily Balance" means the amount of the Obligations owed at the end of a given day.

"DGS Netherlands" means DGS Worldwide BV, an entity organized under the laws of the Netherlands.

"Eligible Accounts" means those Accounts that arise in the ordinary course of a Borrower's business that comply with all of Borrowers' representations and warranties to Bank set forth in Section 5.4; provided, that standards of eligibility may be fixed and revised from time to time by Bank in Bank's reasonable judgment and upon notification thereof to Borrowers in accordance with the provisions hereof. Unless otherwise agreed to by Bank, Eligible Accounts shall not include the following:

(a) Accounts that the account debtor has failed to pay within ninety (90) days of invoice date;

(b) Accounts with respect to an account debtor, twenty-five percent (25%) of whose Accounts the account debtor has failed to pay within ninety (90) days of invoice date;

(c) Accounts with respect to which the account debtor is an officer, employee, or agent of any Borrower;

(d) Accounts with respect to which goods are placed on consignment, guaranteed sale, sale or return, sale on approval, bill and hold, demo or promotional, or other terms by reason of which the payment by the account debtor may be conditional;

(e) Accounts with respect to which the account debtor is an Affiliate of any Borrower;

(f) Accounts with respect to which the account debtor does not have its principal place of business in the United States, except for Eligible Foreign Accounts;

(g) Accounts with respect to which the account debtor is the United States or any department, agency, or instrumentality of the United States, except for Accounts of the United States if the payee has assigned its payment rights to Bank, the assignment has been acknowledged under the Assignment of Claims Act of 1940 (31 U.S.C. Section 3727), and such assignment otherwise complies with the Assignment of Claims Act to Bank's reasonable satisfaction in the exercise of its reasonable credit judgment;

(h) Accounts with respect to which a Borrower is liable to the account debtor for goods sold or services rendered by the account debtor to a Borrower or for deposits or other property of the account debtor held by a Borrower, but only to the extent of any amounts owing to the account debtor against amounts owed to such Borrower;

(i) Accounts with respect to an account debtor, including Subsidiaries and Affiliates, whose total obligations to Borrowers exceed thirty percent (30%) of all Accounts, to the extent such obligations exceed the aforementioned percentage, except as approved in writing by Bank;

(j) Accounts that have not yet been billed to the account debtor or that relate to deposits (such as good faith deposits) or other property of the account debtor held by a Borrower for the performance of services or delivery of goods which Borrowers have not yet performed or delivered;

(k) Prebillings, retention billings, progress billings or bonded receivables;

(l) Accounts with respect to which the account debtor disputes liability or makes any claim with respect thereto as to which Bank believes, in its sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claim), or is subject to any Insolvency Proceeding, or becomes insolvent, or goes out of business; and

(m) Accounts which Bank reasonably determines to be unsatisfactory for inclusion as an Eligible Account.

"Eligible Foreign Accounts" means Accounts with respect to which the account debtor does not have its principal place of business in the United States and that (i) are supported by one or more letters of credit in an amount and of a tenor, and issued by a financial institution, acceptable to Bank, (ii) covered in full by credit insurance satisfactory to Bank, less any deductible, or (iii) that Bank approves on a case-by-case basis.

"Equipment" means all present and future machinery, equipment, tenant improvements, furniture, fixtures, vehicles, tools, parts and attachments in which a Borrower has any interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

"Event of Default" has the meaning assigned in Section 8.

"GAAP" means generally accepted accounting principles as in effect from time to time.

"Indebtedness" means (a) all indebtedness for borrowed money or the deferred purchase price of property or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations and (d) all Contingent Obligations.

"Insolvency Proceeding" means any proceeding commenced by or against any person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, format or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"Intellectual Property" means all of a Borrower's right, title, and interest in and to the following: Copyrights, Trademarks and Patents; all trade secrets, all design rights, claims for damages by way of past, present and future infringement of any of the rights included above, all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

"Inventory" means all inventory in which a Borrower has or acquires any interest, including work in process and finished products intended for sale or lease or to be furnished under a contract of service, of every kind and description now or at any time hereafter owned by or in the custody or possession, actual or constructive, of a Borrower, including such inventory as is temporarily out of its custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and such Borrower's Books relating to any of the foregoing.

"Investment" means any beneficial ownership of (including stock, partnership interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

"IRC" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"Loan Documents" means, collectively, this Agreement, any note or notes executed by a Borrower, any guarantees by third parties, add documents and agreements listed in Section 3.1, and any other agreement entered into in connection with this Agreement, all as amended or extended from time to time.

"Material Adverse Effect" means a material adverse effect on (i) the business operations, condition (financial or otherwise) or prospects of Borrowers and their Subsidiaries taken as a whole or (ii) the ability of Borrowers to repay the Obligations or otherwise perform their obligations under the Loan Documents or (iii) the value or priority of Bank's security interests in the Collateral.

"Negotiable Collateral" means all letters of credit of which a Borrower is a beneficiary, notes, drafts, instruments, securities, documents of title, and chattel paper, and such Borrower's Books relating to any of the foregoing.

"Obligations" means all debt, principal, interest, Bank Expenses and other amounts owed to Bank by Borrowers pursuant to this Agreement or any other agreement, whether absolute or contingent, due or to become due, now existing or hereafter arising, including any interest that accrues after the commencement of an Insolvency Proceeding and including any debt, liability, or obligation owing from Borrowers to others that Bank may have obtained by assignment or otherwise.

"Parent" means Digital Globe Services, Ltd, an entity organized under the laws of Bermuda, and the ultimate parent entity of Borrowers.

"Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Periodic Payments" means all installments or similar recurring payments that Borrowers may now or hereafter become obligated to pay to Bank pursuant to the terms and provisions of any instrument, or agreement now or hereafter in existence between Borrowers and Bank.

"Permitted Indebtedness" means:

(a) Indebtedness of Borrowers in favor of Bank arising under this Agreement or any other Loan Document;

(b) Indebtedness existing on the Closing Date and disclosed in the Schedule;

(c) Indebtedness secured by a lien described in clause (c) of the defined term "Permitted Liens," provided (i) such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness and (ii) such Indebtedness does not exceed $100,000 in the aggregate at any given time; and

(d) Subordinated Debt.

"Permitted Investment" means:

(a) Investments existing on the Closing Date disclosed in the Schedule; and

(b) (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one (1) year from the date of acquisition thereof, (ii) commercial paper maturing no more than one (1) year from the date of creation thereof and currently having rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (iii) certificates of deposit maturing no more than one (1) year from the date of investment therein issued by Bank and (iv) Bank's money market accounts.

"Permitted Liens" means the following:

(a) Any Liens existing on the Closing Date and disclosed in the Schedule or arising under this Agreement or the other Loan Documents;

(b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of Bank's security interests;

(c) Liens (i) upon or in any equipment which was not financed by Bank acquired or held by a Borrower or any of its Subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, or (ii) existing on such equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment;

(d) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (a) through (c) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

"Prime Rate" means the variable rate of interest, per annum, that appears in The Wall Street Journal from time to time, whether or not such announced rate is the lowest rate available from Bank.

"Responsible Officer" means each of the Chief Executive Officer.

"Revolving Facility" means the facility under which Borrowers may request Bank to issue Advances, as specified in Section 2.1(a) hereof.

"Revolving Line" means a credit extension of up to Three Million Dollars ($3,000,000).

"Revolving Maturity Date" means March 31, 2016.

"Schedule" means the schedule of exceptions attached hereto and approved by Bank, if any.

"Shares" is one hundred percent (100%) of the issued and outstanding capital stock, membership units or other securities owned or held of record by a Borrower or any Subsidiary of Borrower, in any direct or indirect Subsidiary.

"Subordinated Debt" means any debt incurred by Borrower that is subordinated to the debt owing by Borrower to Bank on terms acceptable to Bank (and identified as being such by Borrower and Bank).

"Subsidiary" means, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries (including any Affiliate), or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Borrower.

"Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of a Borrower connected with and symbolized by such trademarks.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP and all calculations made hereunder shall be made in accordance with GAAP. When used herein, the terms "financial statements" shall include the notes and schedules thereto.

2. LOAN AND TERMS OF PAYMENT.

2.1 Credit Extensions.

Each Borrower promises to pay to the order of Bank, in lawful money of the United States of America, the aggregate unpaid principal amount of all Credit Extensions made by Bank to Borrowers hereunder. Each Borrower shall also pay interest on the unpaid principal amount of such Credit Extensions at rates in accordance with the terms hereof.

(a) Revolving Advances.

(i) Subject to and upon the terms and conditions of this Agreement, Borrowers may request Advances in an aggregate outstanding amount not to exceed the lesser of (i) the Revolving Line or (ii) the Borrowing Base. Subject to the terms and conditions of this Agreement, amounts borrowed pursuant to this Section 2.1(a) may be repaid and reborrowed at any time prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(a) shall be immediately due and payable. Borrowers may prepay any Advances without penalty or premium.

(ii) Whenever a Borrower desires an Advance, such Borrower will notify Bank by email, facsimile transmission or telephone no later than 2:00 p.m. Pacific Time, on the Business Day that is one day before the Business Day the Advance is to be made in substantially the form of **Exhibit B** hereto. Each such notification shall be promptly confirmed by a Borrowing Base Certificate in substantially the form of **Exhibit C** hereto. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer, or without instructions if in Bank's discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. Bank shall be entitled to rely on any email or telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrowers shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank will credit the amount of Advances made under this Section to a Borrower's deposit account at Bank.

2.2 Overadvances. If the aggregate amount of the outstanding Advances exceeds the lesser of the Revolving Line or the Borrowing Base at any time, Borrowers shall immediately pay to Bank, in cash, the amount of such excess.

2.3 Interest Rates, Payments, and Calculations.

(a) Interest Rate.

(i) Except as set forth in Section 2.3(b), the Advances shall bear interest, on the outstanding Daily Balance thereof, at a rate equal to two and one half percent (2.5%) above the Prime Rate.

(b) Late Fee; Default Rate. If any payment is not made within ten (10) days after the date such payment is due, Borrowers shall pay Bank a late fee equal to the lesser of (i) five percent (5%) of the amount of such unpaid amount or (ii) the maximum amount permitted to be charged under applicable law. All Obligations shall bear interest, from and after the occurrence and during the continuance of an Event of Default, at a rate equal to five (5) percentage points above the interest rate applicable immediately prior to the occurrence of the Event of Default.

(c) Payments. Interest with respect to Advances hereunder shall be due and payable on the first business day of each month during the term hereof. Bank shall, at its option, charge such interest, all Bank Expenses, and all Periodic Payments against any of Borrowers' deposit accounts or against the Revolving Line, in which case those amounts shall thereafter accrue interest at the rate then applicable hereunder. Any interest not paid when due shall be compounded by becoming a part of the Obligations, and such interest shall thereafter accrue interest at the rate then applicable hereunder. All payments shall be free and clear of any taxes, withholdings, duties, impositions or other charges, to the end that Bank will receive the entire amount of any Obligations payable hereunder, regardless of source of payment.

(d) Lockbox. Borrowers shall cause all account debtors to wire any amounts owing to any Borrower to such account (the "Bancontrol Account") as Bank shall specify, and to mail all payments made by check to a post office box under Bank's control. All invoices shall specify such post office box as the payment address. Bank shall have sole authority to collect such payments and deposit them to the Bancontrol Account. If a Borrower receives any amount despite such Instructions, such Borrower shall immediately deliver such payment to Bank in the form received, except for an endorsement to the order of Bank and, pending such delivery, shall hold such payment in trust for Bank. Funds from the Bancontrol Account shall be swept daily by Bank; two Business Days after clearance of any checks, Bank shall credit all amounts paid into the Bancontrol Account first, against any amounts outstanding under the Revolving Line, and then, of any remaining balance of such amount, to such Borrower's operating account. Borrowers shall enter into such lockbox agreement as Bank shall reasonably request from time to time. Bank may, at its option, conduct a credit check of the Account Debtor for each Eligible Account requested by a Borrower for inclusion in the Borrowing Base. Bank may also verify directly with the respective account debtors the validity, amount and other matters relating to the Eligible Accounts, and notify any account debtor of Bank's security interest in Borrowers' Accounts.

(e) Computation. In the event the Prime Rate is changed from time to time hereafter, the applicable rate of interest hereunder shall be increased or decreased, effective as of the day the Prime Rate is changed, by an amount equal to such change in the Prime Rate. All interest chargeable under the Loan Documents shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed.

2.4 Crediting Payments. In the absence of an Event of Default, Bank shall credit a wire transfer of funds, check or other item of payment to such deposit account or Obligation as a Borrower specifies. During the occurrence of an Event of Default, the receipt by Bank of any wire transfer of funds, check, or other item of payment shall be immediately applied to conditionally reduce Obligations, but shall not be considered a payment on account unless such payment is of immediately available federal funds or unless and until such check or other item of payment is honored when presented for payment. Notwithstanding anything to the contrary contained herein, any wire transfer or payment received by Bank after 12:00 noon Pacific Time shall be deemed to have been received by Bank as of the opening of business on the immediately following Business Day. Whenever any payment to Bank under the Loan Documents would otherwise be due (except by reason of acceleration) on a date that is not a Business Day, such payment shall instead be due on the next Business Day, and additional fees or interest, as the case may be, shall accrue and be payable for the period of such extension.

2.5 Fees. Borrowers shall, after first applying amounts paid at the execution of the Term Sheet with respect to the application fee of $15,000, pay to Bank the following,:

(a) Facility Fees. (i) on the Closing Date a facility fee with respect to the Revolving Facility equal to $22,500, and (ii) a monthly collateral management fee equal to $750 due on the first day of each month, (i) and (ii) each of which shall be nonrefundable; and

(b) Bank Expenses. On the Closing Date, all Bank Expenses incurred through the Closing Date, including reasonable attorneys' fees and expenses and, after the Closing Date, all Bank Expenses, including reasonable attorneys' fees and expenses, as and when they are incurred by Bank.

2.6 Term. This Agreement shall become effective on the Closing Date and, subject to Section 12.8, shall continue in full force and effect for so long as any Obligations remain outstanding or Bank has any obligation to make Credit Extensions under this Agreement. Notwithstanding the foregoing, Bank shall have the right to terminate its obligation to make Credit Extensions under this Agreement immediately and without notice upon the occurrence and during the continuance of an Event of Default. Notwithstanding termination, Bank's Lien on the Collateral shall remain in effect for so long as any Obligations are outstanding.

3. CONDITIONS OF LOANS.

3.1 Conditions Precedent to Initial Credit Extension. The obligation of Bank to make the initial Credit Extension is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Agreement;

(b) a certificate of an officer of each Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Agreement;

(c) UCC National Form Financing Statement;

(d) an intellectual property security agreement;

(e) a guaranty agreement executed by the Parent;

(f) a stock pledge agreement executed by DGS Netherlands;

(g) a landlord waiver (316 Wilcox Street, Castle Rock, CO 80104);

(h) a Perfection Certificate;

(i) a subordination agreement executed by each holder of Subordinated Debt in a form acceptable to Bank, if any;

(j) certificate(s) of insurance naming Bank as loss payee and additional insured;

(k) payment of the fees and Bank Expenses then due specified in Section 2.5 hereof;

(l) current financial statements of Borrowers;

(m) an audit of the Collateral, the results of which shall be satisfactory to Bank;

(n) establishment of the Bancontrot Account and lockbox arrangements; and

(o) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

3.2 Conditions Precedent to all Credit Extensions. The obligation of Bank to make each Credit Extension, including the initial Credit Extension, is further subject to the following conditions:

(a) timely receipt by Bank of the Payment/Advance Form as provided in Section 2**.**1**;**

(b) the representations and warranties contained in Section 5 shall be true and correct in all material respects on and as of the date of such Payment/Advance Form and on the effective date of each Credit Extension as though made at and as of each such date, and no Event of Default shall have occurred and be continuing, or would exist after giving effect to such Credit Extension. The making of each Credit Extension shall be deemed to be a representation and warranty by Borrowers on the date of such Credit Extension as to the accuracy of the facts referred to in this Section 3.2; and

(c) Bank determines in its reasonable judgment that no circumstance has occurred that would reasonably be expected to have a Material Adverse Effect.

4. CREATION OF SECURITY INTEREST.

4.1 Grant of Security Interest. Each Borrower grants and pledges to Bank a continuing security interest in all presently existing and hereafter acquired or arising Collateral in order to secure prompt repayment of any and all Obligations and in order to secure prompt performance by Borrowers of each of its covenants and duties under the Loan Documents. Such security interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in Collateral acquired after the date hereof.

4.2 Delivery of Additional Documentation Required. Each Borrower shall from time to time execute and deliver to Bank, at the request of Bank, all Negotiable Collateral, all financing statements and other documents that Bank may reasonably request, in form satisfactory to Bank, to perfect and continue the perfection of Bank's security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Loan Documents. Each Borrower from time to time may deposit with Bank specific time deposit accounts to secure specific Obligations. Each Borrower authorizes Bank to hold such balances in pledge and to decline to honor any drafts thereon or any request by a Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the Obligations are outstanding.

4.3 Right to Inspect. Bank (through any of its officers, employees, or agents) shall have the right, upon reasonable prior notice, from time to time during Borrowers' usual business hours but no more than twice a year (unless an Event of Default has occurred and is continuing), to inspect each Borrower's Books and to make copies thereof and to check, test, and appraise the Collateral in order to verify each Borrower's financial condition or the amount, condition of, or any other matter relating to, the Collateral.

4.4 Pledge of Shares. Borrower hereby pledges, assigns and grants to Bank, a security interest in all the Shares, together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing, as security for the performance of the Obligations. On the Closing Date, or, to the extent not certificated as of the Closing Date, within ten (10) days of the certification of any Shares, the certificate or certificates for the Shares will be delivered to Bank, accompanied by an instrument of assignment duly executed in blank by Borrower. To the extent required by the terms and conditions governing the Shares, Borrower shall cause the books of each entity whose Shares are part of the Collateral and any transfer agent to reflect the pledge of the Shares. Upon the occurrence of an Event of Default hereunder, Bank may effect the transfer of any securities included in the Collateral (including but not limited to the Shares) into the name of Bank and cause new (as applicable) certificates representing such securities to be issued in the name of Bank or its transferee. Borrower will execute and deliver such documents, and take or cause to be taken such actions, as Bank may reasonably request to perfect or continue the Shares. Unless an Event of Default shall have occurred and be continuing, Borrower shall be entitled to exercise any voting rights with respect to the Shares and to give consents, waivers and ratifications in respect thereof, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications shall terminate upon the occurrence and continuance of an Event of Default.

5. REPRESENTATIONS AND WARRANTIES.

Each Borrower represents and warrants as follows:

5.1 Due Organization and Qualification. Each Borrower and each Subsidiary is a corporation duly existing under the laws of its state of incorporation and qualified and licensed to do business in any state in which the conduct of its business or its ownership of property requires that it be so qualified.

5.2 Due Authorization; No Conflict. The execution, delivery, and performance of the Loan Documents are within each Borrower's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in each Borrower's Certificate of Incorporation, Certificate of Formation, Bylaws, Limited Liability Company Agreement, or other charter document, as applicable, nor will they constitute an event of default under any material agreement to which a Borrower is a party or by which a Borrower is bound. No Borrower is in default under any material agreement to which it is a party or by which it is bound.

5.3 No Prior Encumbrances. Each Borrower has good and marketable title to its property, free and clear of Liens, except for Permitted Liens.

5.4 Bona Fide Eligible Accounts and Accrued Accounts. The Eligible Accounts and Accrued Accounts are bona fide existing obligations. The property and services giving rise to such Eligible Accounts and such Accrued Accounts has been delivered or rendered to the account debtor or to the account debtor's agent for immediate and unconditional acceptance by the account debtor. No Borrower has received notice of actual or imminent Insolvency Proceeding of any account debtor that is included in any Borrowing Base Certificate as an Eligible Account or Accrued Account.

5.5 Merchantable Inventory. All Inventory is in all material respects of good and marketable quality, free from all material defects, except for Inventory for which adequate reserves have been made.

5.6 Intellectual Property. Each Borrower is the sole owner of its Intellectual Property, except for non-exclusive licenses granted by Borrowers to its customers in the ordinary course of business. Each of the Patents is valid and enforceable, and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property violates the rights of any third party. Except as set forth in the Schedule, Borrowers' rights as a licensor of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service. No Borrower is a party to, or bound by, any agreement that restricts the grant by such Borrower of a security interest in such Borrower's rights under such agreement.

5.7 Name; Location of Chief Executive Office. Except as disclosed in the Schedule, no Borrower has done business under any name other than that specified on the signature page hereof; or, in the past five (5) years, changed its jurisdiction of formation, corporate structure, organizational type, or any organizational number assigned by its jurisdiction. The chief executive office of Borrowers is located at the address indicated in Section 10 hereof. All Borrowers' Inventory and Equipment is located only at the location set forth in Section 10 hereof.

5.8 Litigation. Except as set forth in the Schedule, there are no actions or proceedings pending by or against any Borrower or any Subsidiary before any court or administrative agency.

5.9 No Material Adverse Change in Financial Statements. All consolidated and consolidating financial statements related to Borrowers and any Subsidiary that Bank has received from Borrowers fairly present in all material respects Borrowers' financial condition as of the date thereof and Borrowers' consolidated and consolidating results of operations for the period then ended. There has not been a material adverse change in the consolidated or the consolidating financial condition of Borrowers since the date of the most recent of such financial statements submitted to Bank.

5.10 Solvency, Payment of Debts. Each Borrower is solvent and able to pay its debts (including trade debts) as they mature.

5.11 Regulatory Compliance. Each Borrower and each Subsidiary have met the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA, and no event has occurred resulting from a Borrower's failure to comply with ERISA that could result in such Borrower's incurring any material liability. No Borrower is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940. No Borrower is engaged principally, or as one of the important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System). Each Borrower and each Subsidiary have complied with all the provisions of the Federal Fair Labor Standards Act. No Borrower and or its Subsidiary have violated any material statutes, laws, ordinances or rules applicable to it.

5.12 Environmental Condition. None of a Borrower's or any Subsidiary's properties or assets has ever been used by a Borrower or any Subsidiary or, to the best of Borrowers' knowledge, by previous owners or operators, in the disposal of, or to produce, store, handle, treat, release, or transport, any hazardous waste or hazardous substance other than in accordance with applicable law; to the best of Borrowers' knowledge, none of Borrowers' properties or assets has ever been designated or identified in any manner pursuant to any environmental protection statute as a hazardous waste or hazardous substance disposal site, or a candidate for closure pursuant to any environmental protection statute; no lien arising under any environmental protection statute has attached to any revenues or to any real or personal property owned by a Borrower or any Subsidiary; and neither Borrowers nor any Subsidiary has received a summons, citation, notice, or directive from the Environmental Protection Agency or any other federal, state or other governmental agency concerning any action or omission by a Borrower or any Subsidiary resulting in the releasing, or otherwise disposing of hazardous waste or hazardous substances into the environment.

5.13 Taxes. Each Borrower and each Subsidiary have filed or caused to be filed all tax returns required to be filed, and have paid, or have made adequate provision for the payment of, all taxes reflected therein.

5.14 Investments. No Borrower nor any Subsidiary owns any stock, partnership interest or other equity securities of any Person, except for Permitted investments.

5.15 Government Consents. Each Borrower and each Subsidiary have obtained all material consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary for the continued operation of such Borrower's business as currently conducted.

5.16 Operating, Depository and Investment Accounts. None of Borrower's nor any Subsidiary's property is maintained or invested with a Person other than Bank

5.17 Shares. Borrower has full power and authority to create a first lien on the Shares and no disability or contractual obligation exists that would prohibit Borrower from pledging the Shares pursuant to this Agreement. There are no subscriptions, warrants, rights of first refusal or other restrictions on transfer relative to, or options exercisable with respect to the Shares. The Shares have been and will be duly authorized and validly issued, and are fully paid and non-assessable. The Shares are not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Borrower knows of no reasonable grounds for the institution of any such proceedings.

5.17 Full Disclosure. No representation, warranty or other statement made by Borrowers in any certificate or written statement furnished to Bank contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading.

6. AFFIRMATIVE COVENANTS.

Each Borrower shall do all of the following:

6.1 Good Standing. Each Borrower shall maintain its and each of its Subsidiaries' corporate existence and good standing in its jurisdiction of incorporation and maintain qualification in each jurisdiction in which it is required under applicable law. Each Borrower shall maintain, and shall cause each of its Subsidiaries to maintain, in force all licenses, approvals and agreements, the loss of which could have a Material Adverse Effect.

6.2 Government Compliance. Each Borrower shall meet, and shall cause each Subsidiary to meet, the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. Borrowers shall comply, and shall cause each Subsidiary to comply, with all statutes, laws, ordinances and government rules and regulations to which it is subject, noncompliance with which could have a Material Adverse Effect.

6.3 Financial Statements, Reports, Certificates. Borrowers shall deliver the following to Bank:

(a) on the 15th and 30th of each month (or the next Business Day if the 15th or 30th is not a Business Day), aged listings of accounts receivable and accounts payable, together with a deferred revenue listing, and Inventory report, a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit C hereto, and a Compliance Certificate signed by a Responsible Officer in substantially the form of Exhibit D hereto;

(b) as soon as available, but in any event within forty-five (45) days after the end of each quarter, a Borrower prepared consolidated and consolidating balance sheet, income, and cash flow statement covering Borrowers' consolidated and consolidating operations during such quarter, prepared in accordance with GAAP, consistently applied, in a form acceptable to Bank;

(c) as soon as available, but in any event within one hundred eighty (180) days after the end of Borrowers' fiscal year, audited consolidated and consolidating financial statements of Borrowers prepared in accordance with GAAP, consistently applied, together with an unqualified opinion on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank;

(d) as soon as available, but in any event no later than thirty (30) days after the beginning of Borrowers' next fiscal year, annual operating projections (including income statements, balance sheets and cash flow statements presented in a monthly format) for the upcoming fiscal year, in form and substance reasonably satisfactory to Bank,

(e) copies of all statements, reports and notices sent or made available generally by a Borrower to its security holders or to any holders of Subordinated Debt and, if applicable, all reports on Forms 10-K and 10-Q filed with the Securities and Exchange Commission;

(f) promptly upon receipt of notice thereof, a report of any legal actions pending or threatened against a Borrower or any Subsidiary that could result in damages or costs to such Borrower or any Subsidiary of Fifty Thousand Dollars ($50,000) or more, or any commercial tort claim (as defined in the Code) acquired by any Borrower; and

(g) such budgets, sales projections, operating plans, other financial information including information related to the verification of Borrowers' Accounts as Bank may reasonably request from time to time.

6.4 Reserved.

6.5 Inventory; Returns. Borrowers shall keep all Inventory in good and marketable condition, free from all material defects except for Inventory for which adequate reserves have been made. Returns and allowances, if any, as between Borrowers and their account debtors shall be on the same basis and in accordance with the usual customary practices of Borrowers, as they exist at the time of the execution and delivery of this Agreement. Borrowers shall promptly notify Bank of all returns and recoveries and of all disputes and claims, where the return, recovery, dispute or claim involves more than Fifty Thousand Dollars ($50,000).

6.6 Taxes. Each Borrower shall make, and shall cause each Subsidiary to make, due and timely payment or deposit of all material federal, state, and local taxes, assessments, or contributions required of it by law, and will execute and deliver to Bank, on demand, appropriate certificates attesting to the payment or deposit thereof; and each Borrower will make, and will cause each Subsidiary to make, timely payment or deposit of all material tax payments and withholding taxes required of it by applicable laws, including, but not limited to, those laws concerning F.I.C.A., F.U.T.A., state disability, and local, state, and federal income taxes, and will, upon request, furnish Bank with proof satisfactory to Bank indicating that such Borrower or a Subsidiary has made such payments or deposits; provided that such Borrower or a Subsidiary need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved against (to the extent required by GAAP) by Borrowers.

6.7 Insurance.

(a) Each Borrower, at its expense, shall keep the Collateral insured against loss or damage by fire, theft, explosion, sprinklers, and all other hazards and risks, and in such amounts, as ordinarily insured against by other owners in similar businesses conducted in the locations where each Borrower's business is conducted on the date hereof. Each Borrower shall also maintain insurance relating to such Borrower's business, ownership and use of the Collateral in amounts and of a type that are customary to businesses similar to such Borrower's.

(b) All such policies of insurance shall be in such form, with such companies, and in such amounts as are reasonably satisfactory to Bank. All such policies of property insurance shall contain a lender's loss payable endorsement, in a form satisfactory to Bank, showing Bank as an additional loss payee thereof, and all liability insurance policies shall show the Bank as an additional insured and shall specify that the insurer must give at least twenty (20) days notice to Bank before canceling its policy for any reason. Upon Bank's request, Borrowers shall deliver to Bank certified copies of such policies of insurance and evidence of the payments of all premiums therefor. All proceeds payable under any such policy shall, at the option of Bank, be payable to Bank to be applied on account of the Obligations.

6.8 Operating, Depository and Investment Accounts. Borrower shall maintain and shall cause each of its Subsidiaries to maintain its primary depository, operating, and investment accounts with Bank. For each account that Borrower maintains outside of Bank, Borrower shall cause the applicable bank or financial institution at or with which any such account is maintained to execute and deliver an account control agreement or other appropriate instrument in form and substance satisfactory to Bank. Notwithstanding the foregoing, Borrower shall have up to forty-five (45) days from the Closing Date to comply with this Section 6.8.

6.9 Financial Covenants.

(a) EBITDA. Borrower shall achieve am Adjusted EBITDA of at least: $300,000 for the three months ending March 31, 2015; $600,000 for the six months ending June 30, 2015; $650,000 for the six months ending September 30, 2015; $650,000 for the six months ending December 31, 2015; and $500,000 for the six months ending March 31, 2016.

(b) Asset Coverage Ratio. Borrowers shall maintain a minimum ratio of unrestricted cash maintained at Bank plus all Eligible Accounts plus Accrued Accounts to all Obligations owing to Bank to, of at least 1.30 to 1.00, measured on a monthly basis as of the last day of each month.

6.10 Intellectual Property Rights.

(a) Protect, defend and maintain the validity and enforceability of its Intellectual Property; (ii) promptly advise Bank in writing of material infringements of its Intellectual Property; and (iii) not allow any Intellectual Property material to a Borrower's business to be abandoned, forfeited or dedicated to the public.

(b) Borrowers shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Borrowers shall (i) give Bank not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by any Borrower, and upon the request of Bank, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Borrowers shall promptly provide Bank with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(c) Bank may audit any Borrower's intellectual Property to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing. Bank shall have the right, but not the obligation, to take, at Borrowers' sole expense, any actions that a Borrower is required under this Section to take but which such Borrower fails to take, after 15 days' notice to Borrowers. Borrowers shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section.

6.11 Further Assurances. At any time and from time to time Borrowers shall execute and deliver such further instruments and take such further action as may reasonably be requested by Bank to effect the purposes of this Agreement.

7. NEGATIVE COVENANTS.

No Borrower will do any of the following:

7.1 Dispositions. Convey, sell, lease, transfer or otherwise dispose of (collectively, a "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, other than: (i) Transfers of Inventory in the ordinary course of business; (ii) Transfers of non-exclusive licenses and similar arrangements for the use of the property of a Borrower or its Subsidiaries in the ordinary course of business; or (iii) Transfers of worn-out or obsolete Equipment which was not financed by Bank, or, (iv) Transfers to a Borrower.

7.2 Change in Business; Change in Control or Executive Office. Without the Bank's prior written consent, engage in any business, or permit any of its Subsidiaries to engage in any business, other than the businesses currently engaged in by Borrowers and any business substantially similar or related thereto (or incidental thereto); or cease to conduct business in the manner conducted by Borrowers as of the Closing Date; or suffer or permit a Change in Control; or without thirty (30) days prior written notification to Bank, relocate its chief executive office or state of incorporation or change its legal name; or, change the date on which its fiscal year ends.

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other business organization, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person, except for acquisitions in which the aggregate consideration (including assumption of indebtedness) does not exceed $ 100,000 in the aggregate.

7.4 Indebtedness. Create, incur, guarantee, assume or be or remain liable with respect to any Indebtedness, or permit any Subsidiary so to do, other than Permitted Indebtedness.

7.5 Encumbrances. Create, incur, assume or suffer to exist any Lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries so to do, except for Permitted Liens, or enter into any agreement with any Person other than Bank not to grant a security interest in, or otherwise encumber, any of its property, or permit any Subsidiary to do so.

7.6 Distributions. Pay any dividends, make intellectual property royalty payments or make any other distribution or payment on account of or in redemption, retirement or purchase of any capital stock, or permit any of its Subsidiaries to do so, except that each Borrower may (i) repurchase the stock of former employees pursuant to stock repurchase agreements as long as an Event of Default does not exist prior to such repurchase or would not exist after giving effect to such repurchase, and the aggregate amount of such repurchase does not exceed $100,000 in any fiscal year, and (ii) pay dividends, make intellectual property royalty payments, or make distributions to Parent, DG Netherlands, or any other foreign upstream entity set forth in the Perfection Certificate, provided (a) an Event of Default would not exist immediately after giving effect thereto and (b) any dividends or distributions shall not exceed 80% of Borrower's free cash flow, as determined by Borrower's public earnings releases.

7.7 Investments. Directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries so to do, other than Permitted Investments; or maintain or invest any of its property with a Person other than Bank or permit any of its Subsidiaries to do so unless such Person has entered into an account control agreement with Bank in form and substance satisfactory to Bank; or suffer or permit any Subsidiary to be a party to, or be bound by, an agreement that restricts such Subsidiary from paying dividends or otherwise distributing property to a Borrower.

7.8 Transactions with Affiliates. Except for transactions between or among Borrowers, Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrowers except for transactions that are in the ordinary course of such Borrower's business, upon fair and reasonable terms that are no less favorable to such Borrower than would be obtained in an arm's length transaction with a non-affiliated Person.

7.9 Subordinated Debt. Make any payment in respect of any Subordinated Debt, or permit any of its Subsidiaries to make any such payment, except in compliance with the terms of such Subordinated Debt, or amend any provision contained in any documentation relating to the Subordinated Debt without Bank's prior written consent; provided that payment of Subordinated Debt to DGS Worldwide and Guarantor may be made without consent provided that (a) an Event of Default would not exist immediately after giving effect thereto and (b) any payment shall not exceed 80% of Borrower's free cash flow, as determined by Borrower's public earnings releases.

7.10 Inventory and Equipment. Store the Inventory or the Equipment with a bailee, warehouseman, or other third party unless the third party has been notified of Bank's security interest and Bank (a) has received an acknowledgment from the third party that it is holding or will hold the Inventory or Equipment for Bank's benefit or (b) is in pledge possession of the warehouse receipt, where negotiable, covering such Inventory or Equipment. Store or maintain any Equipment or Inventory at a location other than the location set forth in Section 10 of this Agreement.

7.11 Compliance. Become an "investment company" or be controlled by an "investment company," within the meaning of the Investment Company Act of 1940, or become principally engaged in, or undertake as one of its important activities, the business of extending credit for the purpose of purchasing or carrying margin stock, or use the proceeds of any Credit Extension for such purpose. Fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur, fail to comply with the Federal Fair Labor Standards Act or violate any law or regulation, which violation could have a Material Adverse Effect, or a material adverse effect on the Collateral or the priority of Bank's Lien on the Collateral, or permit any of its Subsidiaries to do any of the foregoing.

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an Event of Default by Borrowers under this Agreement:

8.1 Payment Default. If Borrowers fail to pay, when due, any of the Obligations;

8.2 Covenant Default.

(a) If a Borrower fails to perform any obligation under Section 6.2 or 6.9 or violates any of the covenants contained in Section 7 of this Agreement; or

(b) If a Borrower fails or neglects to perform or observe any other material term, provision, condition, covenant contained in this Agreement, in any of the Loan Documents, or in any other present or future agreement between such Borrower and Bank and as to any default under such other term, provision, condition or covenant that can be cured, has failed to cure such default within fifteen days after such a Borrower receives notice thereof or any officer of such Borrower becomes aware thereof; provided, however, that if the default cannot by its nature be cured within the ten day period or cannot after diligent attempts by such Borrower be cured within such ten day period, and such default is likely to be cured within a reasonable time, then such Borrower shall have an additional reasonable period (which shall not in any case exceed 30 days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default but no Credit Extensions will be made.

8.3 Material Adverse Effect. If there occurs any circumstance or circumstances that could have a Material Adverse Effect;

8.4 Attachment. If any portion of a Borrower's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within ten (10) days, or if a Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any portion of a Borrower's assets, or if a notice of lien, levy, or assessment is filed of record with respect to any of a Borrower's assets by the United States Government, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, and the same is not paid within ten (10) days after any Borrower receives notice thereof, provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by such Borrower (provided that no Credit Extensions will be required to be made during such cure period);

8.5 Insolvency. If a Borrower becomes insolvent, or if an Insolvency Proceeding is commenced by a Borrower, or if an Insolvency Proceeding is commenced against any Borrower and is not dismissed or stayed within thirty (30) days (provided that no Credit Extensions will be made prior to the dismissal of such Insolvency Proceeding);

8.6 Other Agreements. If there is a default or other failure to perform in any agreement to which a Borrower is a party or by which it is bound resulting in a right by a third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of Fifty Thousand Dollars ($50,000) or which could have a Material Adverse Effect;

8.7 Subordinated Debt. If any Borrower makes any payment on account of Subordinated Debt, except to the extent the payment is allowed under any subordination agreement entered into with Bank;

8.8 Judgments. If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least Fifty Thousand Dollars ($50,000) shall be rendered against any Borrower and shall remain unsatisfied and unstayed for a period of ten (10) days (provided that no Credit Extensions will be made prior to the satisfaction or stay of such judgment); or

8.9 Misrepresentations. If any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth herein or in any certificate delivered to Bank by any Responsible Officer pursuant to this Agreement or to induce Bank to enter into this Agreement or any other Loan Document; or

8.10 Guaranty. If any guaranty of all or a portion of the Obligations (a "Guaranty") ceases for any reason to be in full force and effect, or any guarantor fails to perform any obligation under any Guaranty or a security agreement securing any Guaranty (collectively, the "Guaranty Documents"), or any event of default occurs under any Guaranty Document or any guarantor revokes or purports to revoke a Guaranty, or any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth in any Guaranty Document or in any certificate delivered to Bank in connection with any Guaranty Document, or if any of the circumstances described in Sections 8.3 through 8.8 occur with respect to any guarantor, or any circumstances arise causing Bank, in good faith, to become insecure as to the satisfaction of any of any guarantor's obligations under the Guaranty Documents.

9. BANK'S RIGHTS AND REMEDIES.

9.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Bank may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Borrowers:

(a) Declare all Obligations, whether evidenced by this Agreement, by any of the other Loan Documents, or otherwise, immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 8.5, all Obligations shall become immediately due and payable without any action by Bank);

(b) Cease advancing money or extending credit to or for the benefit of Borrowers under this Agreement or under any other agreement between Borrowers and Bank;

(c) Make such payments and do such acts as Bank considers necessary or reasonable to protect its security interest in the Collateral. Each Borrower agrees to assemble the Collateral if Bank so requires, and to make the Collateral available to Bank as Bank may designate. Each Borrower authorizes Bank to enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien which in Bank's determination appears to be prior or superior to its security interest and to pay all expenses incurred in connection therewith. With respect to any of a Borrower's owned premises, each Borrower hereby grants Bank a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of Bank's rights or remedies provided herein, at law, in equity, or otherwise;

(d) Set off and apply to the Obligations any and all (i) balances and deposits of any Borrower held by Bank, or (ii) indebtedness at any time owing to or for the credit or the account of a Borrower held by Bank;

(e) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral. Bank is hereby granted a license or other right, solely pursuant to the provisions of this Section 9.1, to use, without charge, each Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank's exercise of its rights under this Section 9.1, Borrowers' rights under all licenses and all franchise agreements shall inure to Bank's benefit;

(f) Dispose of the Collateral by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including each Borrower's premises) as Bank determines is commercially reasonable, and apply any proceeds to the Obligations in whatever manner or order Bank deems appropriate;

(g) Bank may credit bid and purchase at any public sale; and

(h) Any deficiency that exists after disposition of the Collateral as provided above will be paid immediately by Borrowers.

9.2 Power of Attorney. Effective only upon the occurrence and during the continuance of an Event of Default, each Borrower hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as such Borrower's true and lawful attorney to:(a) send requests for verification of Accounts or notify account debtors of Bank's security interest in the Accounts; (b) notify all account debtors with respect to the Accounts to pay Bank directly; (c) sign a Borrower's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to account debtors; (d) make, settle, and adjust all claims under and decisions with respect to a Borrower's policies of insurance; (e) demand, collect, receive, sue, and give releases to any account debtor for the monies due or which may become due upon or with respect to the Accounts and to compromise, prosecute, or defend any action, claim, case or proceeding relating to the Accounts; (f) settle and adjust disputes and claims respecting the accounts directly with account debtors, for amounts and upon terms which Bank determines to be reasonable; (g) sell, assign, transfer, pledge, compromise, discharge or otherwise dispose of any Collateral; (h) receive and open all mail addressed to a Borrower for the purpose of collecting the Accounts; (i) endorse either Borrower's name on any checks or other forms of payment or security that may come into Bank's possession; (j) execute on behalf of a Borrower any and all instruments, documents, financing statements and the like to perfect Bank's interests in the Accounts and Collections and file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral; and (k) do all acts and things necessary or expedient, in furtherance of any such purposes; provided however Bank may exercise such power of attorney with respect to any actions described in clause (j) above, regardless of whether an Event of Default has occurred. The appointment of Bank as each Borrower's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide Credit Extensions hereunder is terminated.

9.3 Accounts Collection. In addition to the foregoing, at any time after the occurrence of an Event of Default, Bank may notify any Person owing funds to Borrowers of Bank's security interest in such funds and verify the amount of such Account. Each Borrower shall collect all amounts owing to Borrowers for Bank, receive in trust all payments as Bank's trustee, and immediately deliver such payments to Bank in their original form as received from the account debtor, with proper endorsements for deposit.

9.4 Bank Expenses. If Borrowers fail to pay any amounts or furnish any required proof of payment due to third persons or entities, as required under the terms of this Agreement, then Bank may do any or all of the following after reasonable notice to Borrowers: (a) make payment of the same or any part thereof; (b) set up such reserves under a loan facility in Section 2.1 as Bank deems necessary to protect Bank from the exposure created by such failure; or (c) obtain and maintain insurance policies of the type discussed in Section 6.6 of this Agreement, and take any action with respect to such policies as Bank deems prudent. Any amounts so paid or deposited by Bank shall constitute Bank Expenses, shall be immediately due and payable, and shall bear interest at the then applicable rate hereinabove provided, and shall be secured by the Collateral. Any payments made by Bank shall not constitute an agreement by Bank to make similar payments in the future or a waiver by Bank of any Event of Default under this Agreement.

9.5 Bank's Liability For Collateral. So long as Bank complies with reasonable banking practices, Bank shall not in any way or manner be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage thereto occurring or arising in any manner or fashion from any cause; (c) any diminution in the value thereof; or (d) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other person whomsoever. All risk of loss, damage or destruction of the Collateral shall be borne by Borrowers.

9.6 Shares. Borrower recognizes that Bank may be unable to effect a public sale of any or all the Shares, by reason of certain prohibitions contained in federal securities laws and applicable state and provincial securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Borrower acknowledges and agree that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. Bank shall be under no obligation to delay a sale of any of the Shares for the period of time necessary to permit the issuer thereof to register such securities for public sale under federal securities laws or under applicable state and provincial securities laws, even if such issuer would agree to do so. Upon the occurrence of an Event of Default which continues, Bank shall have the right to exercise all such rights as a secured party under the Code as it, in its sole judgment, shall deem necessary or appropriate, including without limitation the right to liquidate the Shares and apply the proceeds thereof to reduce the Obligations. Effective only upon the occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as such Borrower's true and lawful attorney to enforce such Borrower's rights against any Subsidiary, including the right to compel any Subsidiary to make payments or distributions owing to such Borrower.

9.7 Remedies Cumulative. Bank's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Bank shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Bank of one right or remedy shall be deemed an election, and no waiver by Bank of any Event of Default on Borrowers' part shall be deemed a continuing waiver. No delay by Bank shall constitute a waiver, election, or acquiescence by it. No waiver by Bank shall be effective unless made in a written document signed on behalf of Bank and then shall be effective only in the specific instance and for the specific purpose for which it was given.

9.8 Demand; Protest. Each Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Bank on which Borrowers may in any way be liable.

10. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by email or telefacsimile to Borrowers or to Bank, as the case may be, at its addresses set forth below:

If to any Borrower:	DIGITAL GLOBE SERVICES, INC. 316 Wilcox St. Castle Rock, CO 80104 Attn: Chief Executive Officer Email: jeff.cox@dgsworld.com With a copy to: Doster, Ullum & Boyle, LLC Attn: John Boyle 16090 Swingley Roead, Suite 620 Chesterfield, MO 63017
If to Bank:	HERITAGE BANK OF COMMERCE 150 South Almaden Blvd. San Jose, California 95113 Attn: Mike Hansen FAX: (408) 947-6910 Email: Mike.Hansen@herbank.com

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

11. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each Borrower and Bank hereby submits to the exclusive jurisdiction of the state and Federal courts located in the County of Santa Clara, State of California. BORROWERS AND BANK EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

If the jury waiver set forth in this Section is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement, the Loan Documents or any of the transactions contemplated therein shall be settled by judicial reference pursuant to Code of Civil Procedure Section 638 et seq. before a referee sitting without a jury, such referee to be mutually acceptable to the parties or, if no agreement is reached, by a referee appointed by the Presiding Judge of the California Superior Court for Santa Clara County. This Section shall not restrict a party from exercising remedies under the Code or from exercising pre-judgment remedies under applicable law.

12. GENERAL PROVISIONS.

12.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by any Borrower without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion. Bank shall have the right without the consent of or notice to Borrowers to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits hereunder.

12.2 Indemnification. Each Borrower shall defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or Bank Expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following, or consequential to transactions between Bank and Borrowers whether under this Agreement, or otherwise (including without limitation reasonable attorneys' fees and expenses), except for losses caused by Bank's gross negligence or willful misconduct.

12.3 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

12.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

12.5 Correction of Loan Documents. Bank may correct patent errors and fill in any blanks in this Agreement and the other Loan Documents consistent with the agreement of the parties.

12.6 Amendments in Writing, Integration. Neither this Agreement nor the Loan Documents can be amended or terminated orally. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement and the Loan Documents, if any, are merged into this Agreement and the Loan Documents.

12.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or " pdf" signature page were an original thereof. Notwithstanding the foregoing, Borrowers shall deliver all original signed documents requested by Bank no later than ten (10) Business Days following the Closing Date.

12.8 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding or Bank has any obligation to make Credit Extensions to Borrowers. The obligations of Borrowers to indemnify Bank with respect to the expenses, damages, losses, costs and liabilities described in Section 12.2 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Bank have run.

12.9 Confidentiality. In handling any confidential information Bank and all employees and agents of Bank, including but not limited to accountants, shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that disclosure of such information may be made (i) to the subsidiaries or affiliates of Bank in connection with their present or prospective business relations with Borrowers, (ii) to prospective transferees or purchasers of any interest in the loans, provided that they are similarly bound by confidentiality obligations, (iii) as required by law, regulations, rule or order, subpoena, judicial order or similar order, (iv) as may be required in connection with the examination, audit or similar investigation of Bank and (v) as Bank may determine in connection with the enforcement of any remedies hereunder. Confidential information hereunder shall not include information that either: (a) is in the public domain or in the knowledge or possession of Bank when disclosed to Bank, or becomes part of the public domain after disclosure to Bank through no fault of Bank; or (b) is disclosed to Bank by a third party, provided Bank does not have actual knowledge that such third party is prohibited from disclosing such information.

12.10 Patriot Act Notice. Bank hereby notifies Borrowers that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the " Patriot Act"), it is required to obtain, verify and record information that identifies the Borrowers, which information includes names and addresses and other information that will allow Bank, as applicable, to identify the Borrowers in accordance with the Patriot Act.

13. CO-BORROWERS.

13.1 Co-Borrowers. Borrowers are jointly and severally liable for the Obligations and Bank may proceed against one Borrower to enforce the Obligations without waiving its right to proceed against the other Borrower. This Agreement and the Loan Documents are a primary and original obligation of each Borrower and shall remain in effect notwithstanding future changes in conditions, including any change of law or any invalidity or irregularity in the creation or acquisition of any Obligations or in the execution or delivery of any agreement between Bank and any Borrower. Each Borrower shall be liable for existing and future Obligations as fully as if all of the Credit Extensions were advanced to such Borrower. Bank may rely on any certificate or representation made by any Borrower as made on behalf of, and binding on, all Borrowers, including without limitation Advance Request Forms and Compliance Certificates. Each Borrower appoints each other Borrower as its agent with all necessary power and authority to give and receive notices, certificates or demands for and on behalf of all Borrowers, to act as disbursing agent for receipt of any Advances on behalf of each Borrower and to apply to Bank on behalf of each Borrower for Advances, any waivers and any consents. This authorization cannot be revoked, and Bank need not inquire as to one Borrower's authority to act for or on behalf of another Borrower.

13.2 Subrogation and Similar Rights. Notwithstanding any other provision of this Agreement or any other Loan Document, each Borrower irrevocably waives, until all obligations are paid in full and Bank has no further obligation to make Credit Extensions to Borrowers, all rights that it may have at law or in equity (including, without limitation, any law subrogating aBorrower to the rights of Bank under the Loan Documents) to seek contribution, indemnification, or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by aBorrower with respect to the Obligations in connection with the Loan Documents or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by a Borrower with respect to the Obligations in connection with the Loan Documents or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section shall be null and void. If any payment is made to a Borrower in contravention of this Section, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured.

13.3 Waivers of Notice. Each Borrower waives, to the extent permitted by law, notice of acceptance hereof; notice of the existence, creation or acquisition of any of the Obligations; notice of the amount of the Obligations outstanding at any time; presentment for payment; demand; protest and notice thereof as to any instrument; and all other notices and demands to which Borrower would otherwise be entitled by virtue of being **a** co-borrower or a surety. Each Borrower waives any defense arising from any defense of any other Borrower, or by reason of the cessation from any cause whatsoever of the liability of any other Borrower. Bank's failure at any time to require strict performance by any Borrower of any provision of the Loan Documents shall not waive, alter or diminish any right of Bank thereafter to demand strict compliance and performance therewith. Each Borrower also waives any defense arising from any act or omission of Bank that changes the scope of Borrower's risks hereunder. Each Borrower hereby waives any right to assert against Bank any defense (legal or equitable), setoff, counterclaim, or claims that such Borrower individually may now or hereafter have against another Borrower or any other Person liable to Bank with respect to the Obligations in any manner or whatsoever.

13.4 Subrogation Defenses. Until all Obligations are paid in full and Bank has no further obligation to make Credit Extensions to Borrowers, each Borrower hereby waives any defense based on impairment or destruction of its subrogation or other rights against any other Borrower and waives all benefits which might otherwise be available to it under California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2848, 2849, 2850, 2899, and 3433 and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, as those statutory provisions are now in effect and hereafter amended, and under any other similar statutes now and hereafter in effect.

13.5 Right to Settle, Release.

(a) The liability of Borrowers hereunder shall not be diminished by (i) any agreement, understanding or representation that any of the Obligations is or was to be guaranteed by another Person or secured by other property, or (ii) any release or unenforceability, whether partial or total, of rights, if any, which Bank may now or hereafter have against any other Person, including another Borrower, or property with respect to any of the Obligations.

(b) Without notice to any given Borrower and without affecting the liability of any given Borrower hereunder, Bank may (i) compromise, settle, renew, extend the time for payment, change the manner or terms of payment, discharge the performance of, decline to enforce, or release all or any of the Obligations with respect to any other Borrower by written agreement with such other Borrower, (ii) grant other indulgences to another Borrower in respect of the Obligations, (iii) modify in any manner any documents relating to the Obligations with respect to any other Borrower by written agreement with such other Borrower, (iv) release, surrender or exchange any deposits or other property securing the Obligations, whether pledged by a Borrower or any other Person, or (v) compromise, settle, renew, or extend the time for payment, discharge the performance of, decline to enforce, or release all or any obligations of any guarantor, endorser or other Person who is now or may hereafter be liable with respect to any of the Obligations.

13.6 Subordination. All indebtedness of a Borrower now or hereafter arising held by another Borrower, except as disclosed in the attached Schedule, is subordinated to the Obligations and the Borrower holding the indebtedness shall take all actions reasonably requested by Bank to effect, to enforce and to give notice of such subordination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

"BORROWERS"

DIGITAL GLOBE SERVICES INC.

By: /s/ Jeff Cox
Name: Jeff Cox
Title: Chief Executive Officer

TELSATONLINE INC.

By: /s/ Jeff Cox
Name: Jeff Cox
Title: Chief Executive Officer

DGS EDU, LLC
By: Digital Globe Services, Inc.
Its: Sole Member

By: /s/ Jeff Cox
Name: Jeff Cox
Title: Chief Executive Officer

"BANK"

HERITAGE BANK OF COMMERCE

By: /s/ Karla Schrader
Name: Karla Schrader
Title: VP

Exhibit 10.17

FIRST AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This First Amendment to Loan and Security Agreement (this "Amendment") is entered into as of March 31, 2016 by and among Heritage Bank of Commerce ("Bank") and Digital Globe Services Inc., a Delaware corporation ("Digital"), TelSatOnline Inc., a Delaware corporation ("TelSat"), and DGS Edu. LLC, a Delaware limited liability company ("DGS") (Digital, TelSat and DGS, each, a "Borrower" and together, collectively, "Borrowers"), whose address is 316 Wilcox St., Castle Rock, CO 80104.

RECITALS

A. Bank and Borrowers have entered into that certain Loan and Security Agreement dated as of March 31, 2015 (as the same may from time to time be amended, modified, supplemented or restated, the "Loan Agreement"). Bank has extended credit to Borrowers for the purposes permitted in the Loan Agreement.

B. Borrowers have requested that Bank amend the Loan Agreement to (i) increase the amount available to be borrowed under the Revolving Line and (ii) make certain other revisions to the Loan Agreement as more fully set forth herein.

C. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

Now, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 1 (Definitions). Clause (b) of the definition of "Eligible Accounts" is amended by adding the following to the end thereof:

(excluding from this determination. Accounts with respect to such account debtor excluded from the definition of "Eligible Accounts" pursuant to clauses (m), (n) or (o) below)

2.2 Section 1 (Definitions). The definition of "Eligible Accounts" is amended by deleting the "and" at the end of clause (l), renumbering clause (m) to be clause (p) and inserting the following new clauses (m), (n) and (o) immediately after clause (l):

(m) Accounts not related to any Borrower's core business activities;

(n) Accounts consisting of any bonuses payable to any Borrower, including any bonuses based on activation levels or similar criteria;

(o) Accounts consisting of any anniversary or similar fees payable to any Borrower, including any residual fees based on contracts or accounts remaining active after a certain period of time; and

2.3 Section 1 (Definitions). The following terms and their respective definitions set forth in Section 1 are amended in their entirety and replaced with the following:

"Revolving Line" means a credit extension of up to Five Million Dollars ($5,000,000).

"Revolving Line Maturity Date" means March 31, 2018.

2.4 Section 1 (Definitions). The following terms and their respective definitions are added to Section 1 of the Loan Agreement in the proper alphabetical order:

"First Amendment Date'' means March 31, 2016.

2.5 Section 2.5 (Fees). Section 2.5(a) is amended by deleting the "and" at the end of clause (i) and deleting the phrase "(i) and (ii) each of which shall be nonrefundable; and" and substituting in lieu thereof the following:

and (iii) on the First Amendment Date and on each anniversary thereof, an additional facility fee in an amount equal to Thirty Seven Thousand Five Hundred Dollars ($37,500), (i), (ii) and (iii) each of which shall be nonrefundable; and

2.6 Section 6.3 (Financial Statements, Reports, Certificates). Section 6.3(a) is amended by deleting the reference to "a deferred revenue listing, and Inventory report" and substituting in lieu thereof "an Accrued Accounts report".

2.7 Section 6.4 (Audits). Section 6.4 is amended in its entirety and replaced with the following:

6.4 Audits. Bank shall have a right from time to time hereafter to audit Borrower's Accounts and appraise Collateral at Borrower's expense, provided that such audits will be conducted no more often than every six (6) months (or more frequently upon Bank's request) unless an Event of Default has occurred and is continuing.

2.8 Section 6.8 (Operating, Depository and Investment Accounts). Section 6.8 is amended by deleting the reference to "its primary" and substituting in lieu thereof "all of its".

2.9 Section 6.9 (Financial Covenants). Section 6.9(a) is amended in its entirety and replaced with the following:

(a) EBITDA. Borrower shall achieve an Adjusted EBITDA of at least $1,000,000 for the six months ending on each of June 30, 2016, September 30, 2016, December 31, 2016 and March 31, 2017.

2.10 Exhibit C (Borrowing Base Certificate). Exhibit C to the Loan Agreement is amended in its entirety and replaced with Exhibit C attached hereto.

2.11 Exhibit D (Compliance Certificate). Exhibit D to the Loan Agreement is amended in its entirety and replaced with Exhibit D attached hereto.

3. Limitation of Amendments.

3.1 The amendments set forth in Section 3, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Amendment, each Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Each Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of each Borrower most recently delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and arc and continue to be in full force and effect;

4.4 The execution and delivery by each Borrower of this Amendment and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized by all necessary action on the part of each Borrower;

4.5 The execution and delivery by each Borrower of this Amendment and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting any Borrower, (b) any contractual restriction with any Person binding on any Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on any Borrower, or (d) the organizational documents of any Borrower;

4.6 The execution and delivery by each Borrower of this Amendment and the performance by each Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on any Borrower, except as already has been obtained or made; and

4.7 This Amendment has been duly executed and delivered by each Borrower and is the binding obligation of each Borrower, enforceable against each Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

7. Effectiveness. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, (b) Borrowers' payment of a facility fee in an amount equal to Thirty Seven Thousand Five Hundred Dollars ($37,500) in accordance with Section 2.5(a) of the Loan Agreement, as amended hereby, (c) Bank's receipt of the Acknowledgement of Amendment and Reaffirmation of Guaranty substantially in the form attached hereto as Annex I, duly executed and delivered by Digital Globe Services, LTD, a Bermuda entity, and (d) payment of Bank's legal fees and expenses in connection with the negotiation and preparation of this Amendment.

[Signature page follows.]

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK

Heritage Bank of Commerce

By: /s/ Karla Schrader
Name: Karla Schrader
Title: VP

BORROWERS

Digital Globe Services Inc.

By: /s/ George Andrew Lear III
Name: George Andrew Lear III
Title: CFO

TelSatOnline Inc.

By: /s/ George Andrew Lear III
Name: George Andrew Lear III
Title: CFO

DGS Edu, LLC

By: /s/ George Andrew Lear III
Name: George Andrew Lear III
Title: CFO

[Signature Page to First Amendment to Loan and Security Agreement]

Exhibit 10.18

SECOND AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Second Amendment to Loan and Security Agreement is entered into as of June 2, 2017 (the "Amendment"), by and between HERITAGE BANK OF COMMERCE ("Bank"), DIGITAL GLOBE SERVICES INC. ("Digital"), TELSATONLINE, INC. ("TelSat"), DGS EDU, LLC ("DGS") and 7 DEGREES LLC ("7 Degrees").

RECITALS

Digital, TelSat, DGS and Bank are parties to that certain Loan and Security Agreement dated as of March 31, 2015 and, as amended from time to time, including pursuant to that certain First Amendment to Loan and Security Agreement dated as of March 31, 2016 (collectively, the "Agreement"). The parties desire to add 7 Degrees as a coborrower under the Agreement and to amend the Agreement in accordance with the terms of this Amendment. Capitalized terms used without definition herein shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Addition of Co-Borrower.

(a) 7 Degrees is hereby added to the Agreement as a "Borrower" thereunder and hereunder, and each reference to "Borrower" or "the Borrower" in the Agreement and any other Loan Document shall mean and refer to each of Digital, TelSat, DGS and 7 Degrees, individually and collectively. Digital, TelSat, DGS and 7 Degrees, collectively, shall also be referred to as the Borrowers.

(b) 7 Degrees assumes, as a joint and several obligor thereunder, all of the Obligations, liabilities and indemnities of a Borrower under the Agreement and all other Loan Documents; and covenants and agrees to be bound by and adhere to all of the terms, covenants, waivers, releases, agreements and conditions of or respecting a Borrower with respect to the Agreement and the other Loan Documents and all of the representations and warranties contained in the Agreement and the other Loan Documents with respect to a Borrower. Without limiting the generality of the foregoing, 7 Degrees grants to Bank a security interest in the Collateral described on Exhibit A attached hereto to secure performance and payment of all Obligations under the Agreement, and authorizes Bank to file financing statements with all appropriate jurisdictions to perfect or protect Bank's interest or rights under the Agreement and the other Loan Documents.

(c) Notwithstanding anything to the contrary set forth herein or in the Agreement, the Borrowing Base shall not include any Accounts owing to 7 Degrees until Bank approves its inclusion, which approval is subject to, among other things, (i) the completion of an audit of the Accounts and Collateral of 7 Degrees, the results of which shall be satisfactory to Bank, (ii) the establishment of a Bancontrol Account with respect to 7 Degrees' account debtors in compliance with Section 2.3(d) of the Agreement and (iii) the completion and satisfaction of such other matters as Bank may reasonably request in connection therewith.

2. Amendment to Agreement.

(a) The following definition is hereby added to Section 1.1 of the Agreement:

"EBITDA" means Borrowers' earnings before interest, taxes, depreciation, amortization, and non-cash stock based compensation expenses.

(b) Subsections (i) and (m) of the definition of "Eligible Accounts" set forth in Section 1.1 of the Agreement are amended and restated in their entirety to read as follows:

(i) Accounts with respect to an account debtor, including Subsidiaries and Affiliates, whose total obligations to Borrower exceed thirty percent (30%) of all Accounts (the "Concentration Limit"), to the extent such obligations exceed the aforementioned percentage, except as approved in writing by Bank and except that the Concentration Limit shall be sixty percent (60%) for Accounts with respect to which the account debtor is Comcast;

(m) (i) all Accounts owing to, or arising out of the business of, DGS; and (ii) Accounts not related to any other Borrower's core business activities, except for Accounts with respect to which the account debtor is Comcast and Bank has received confirmation of upcoming payment from Comcast in form and substance satisfactory to Bank;

(c) Subsections (a) and (b) of Section 6.3 of the Agreement are amended and restated in their entirety to read as follows:

(a) as soon as available, but in any event within five (5) days after the 15th and the last day of each month, (i) aged listings of accounts receivable and payable, (ii) an Accrued Accounts report, (iii) a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit C hereto, and a Compliance Certificate signed by a Responsible Officer in substantially the form of Exhibit D hereto;

(b) as soon as available, but in any event, within thirty (30) days after the last day of each month, a Borrower prepared consolidated balance sheet, income statement, and cash flow statement covering Borrowers' consolidated operations during such month, prepared in accordance with GAAP, consistently applied, in a form acceptable to Bank;

(d) The following is added to the end of Section 6.9(a) of the Agreement.

Borrowers shall achieve an EBITDA of at least $750,000 for the trailing six month period ending on each of June 30, 2017, September 30, 2017, December 31, 2017 and March 31, 2018.

(e) Exhibit C to the Agreement is replaced in its entirety with Exhibit C attached hereto.

(f) Exhibit D to the Agreement is replaced in its entirety with Exhibit D attached hereto

3. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment and that no Event of Default has occurred and is continuing.

4. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original hereof. Notwithstanding the foregoing, Borrowers shall deliver all original signed documents no later than ten (10) Business Days following the date of execution.

6. As a condition to the effectiveness of this Amendment. Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by each Borrower;

(b) corporate resolutions and incumbency certificate duly executed by 7 Degrees;

(c) intellectual property security agreement duly executed by 7 Degrees;

(d) payment of an amendment fee equal to $5,000, plus ail Bank Expenses incurred through the date hereof; and

(e) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

DIGITAL GLOBE SERVICES INC.

By: /s/ George Andrew Lear III

Name: George Andrew Lear III

Title: Chief Financial Officer

TELSATONLINE, INC.

By: /s/ George Andrew Lear III

Name: George Andrew Lear III

Title: Chief Financial Officer

DGS, LLC

By: /s/ George Andrew Lear III

Name: George Andrew Lear III

Title: Chief Financial Officer

7 DEGREES, LLC

By: /s/ George Andrew Lear III

Name: George Andrew Lear III

Title: Chief Financial Officer

HERITAGE BANK OF COMMERCE

By: /s/ KARLA SCHRADER

Name: KARLA SCHRADER

Title: VP

Exhibit 10.19

THIRD AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Third Amendment to Loan and Security Agreement is entered into as of November 27, 2017 and to be effective as of June 12, 2017 (the "Amendment"), by and between HERITAGE BANK OF COMMERCE ("Bank"), DIGITAL GLOBE SERVICES INC. ("Digital"), TELSATONLINE, INC. ("TelSat"), DGS EDU, LLC ("DGS") and 7 DEGREES LLC ("7 Degrees").

RECITALS

Digital, TelSat, DGS, and 7 Degrees (individually and collectively referred to herein as "Borrower") and Bank are parties to that certain Loan and Security Agreement dated as of March 31, 2015 and, as amended from time to time, including pursuant to that certain First Amendment to Loan and Security Agreement dated as of March 31, 2016, and that certain Second Amendment to Loan and Security Agreement dated as of June 2, 2017 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment. Capitalized terms used without definition herein shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Notwithstanding the prohibition in Section 7.2 of the Agreement, and subject to the term and conditions set forth herein, Bank hereby consents to the corporate reorganization that results in DGS Limited, a Bermuda entity, being the sole stockholder of Digital and of Telsat, and IBEX Holdings Limited, a Bermuda entity being the sole shareholder of DGS Limited.

2. The following definition in Section 1.1 of the Agreement is amended and restated in its entirety to read as follows:

"Revolving Maturity Date" means March 31, 2019, provided however, if there is an Event of Default that is continuing or there is any event that, with the passage of time or notice or both would, unless cured or waived, become an Event of Default, on March 31, 2018, then the Revolving Maturity Date shall automatically be March 31, 2018.

3. Section 6.3(c) of the Agreement is amended and restated to read as follows:

(c) as soon as available, but in any event within one hundred eighty (180) days after the end of Borrowers' fiscal year, audited financial statements of DGS Limited, a Bermuda company ("Parent"), prepared in accordance with IFRS (with a reconciliation to GAAP), consistently applied, together with an unqualified opinion on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank, along with the consolidating financial statements of each Borrower and all other Subsidiaries of Parent; provided however that at all times that Borrower or Parent are subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, or any other comparable reporting requirements applicable to a Person following an initial public offering of such Person's securities, such annual financial statements shall be delivered to Bank within one hundred twenty (120) days after the end of Borrowers' fiscal year.

4. The following is added to the end of Section 6.9(a) of the Agreement:

If, by March 31, 2018, Borrowers and Bank do not mutually agree upon with respect to financial covenant levels with respect to this Section 6.9(a) of the Agreement for the fiscal year ending June 30, 2019, then the financial covenant shall be as follows: Borrowers shall achieve an EBITDA of at least $750,000 for the trailing six month period ending on each of June 30, 2018, September 30, 2018, December 31, 2018, and March 31, 2019.

5. Section 7.6 of the Agreement is amended and restated in its entirety to read as follows:

7.6 Distributions. Pay any dividends, make intellectual property royalty payments or make any other distribution or payment on account of or in redemption, retirement or purchase of any capital stock, or permit any of its Subsidiaries to do so, except that each Borrower may repurchase the stock of former employees pursuant to stock repurchase agreements as long as an Event of Default does not exist prior to such repurchase or would not exist after giving effect to such repurchase, and the aggregate amount of such repurchase does not exceed $100,000 in any fiscal year.

6. The following is added to the end of Section 7.7 of the Agreement:

Notwithstanding the foregoing, Borrower may make loans to Parent (in lieu of making any royalty payments or dividends or other distributions that may have been previously permitted under this Agreement, which are no longer permitted under this Agreement) as long as: (i) no Event of Default has occurred that is continuing or would exist immediately after giving effect thereto, (ii) Bank has provided its prior written consent to such loan, on a case by case basis, which consent shall not be unreasonably withheld, conditioned, or delayed, with the mutual understanding that such consent will be given if Borrower is considered by the Bank to be in good standing under the Agreement, and (iii) no modifications to the terms of such loans are entered into without Bank's prior written consent.

7. Pursuant to Section 7.7 of the Agreement, as amended herein, Bank hereby consents to a $400,000 loan to Parent from Borrower at an interest rate of at least 2% per annum and a maturity date of no later than five years from the onset of such loan.

8. Section 7.9 of the Agreement is amended and restated in its entirety to read as follows:

7.9 Subordinated Debt. Make any payment in respect of any Subordinated Debt, or permit any of its Subsidiaries to make any such payment, except in compliance with the terms of such Subordinated Debt, or amend any provision contained in any documentation relating to the Subordinated Debt without Bank's prior written consent.

9. Exhibit D to the Agreement is replaced in its entirety with Exhibit D attached hereto.

10. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

11. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

12. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof. Notwithstanding the foregoing, Borrowers shall deliver all original signed documents no later than ten (10) Business Days following the date of execution.

13. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) the original signed Amendment and all other Loan Documents being executed in connection herewith, duly executed by Borrower and Parent;

(b) assumption and affirmation of stock pledge agreement duly executed by Parent;

(c) payment of all Bank Expenses incurred through the date hereof; and

(d) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

DIGITAL GLOBE SERVICES INC.

By: /s/ George Andrew Lear III

Name: George Andrew Lear III

Title: CFO

TELSATONLINE, INC.

By: /s/ George Andrew Lear III

Name: George Andrew Lear III

Title: CFO

DGS EDU, LLC.

By: /s/ George Andrew Lear III

Name: George Andrew Lear III

Title: CFO

7 DEGREES, LLC

By: /s/ George Andrew Lear III

Name: George Andrew Lear III

Title: CFO

HERITAGE BANK OF COMMERCE

By: /s/ Karla Schrader

Name: Karla Schrader

Title: VP

Exhibit 10.20

FOURTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Fourth Amendment to Loan and Security Agreement is entered into as of August 6, 2018 (the "Amendment"), by and between HERITAGE BANK OF COMMERCE ("Bank"), DIGITAL GLOBE SERVICES INC. ("Digital"), TELSATONLINE, INC. ("TelSat"), DGS EDU, LLC ("DGS") and 7 DEGREES LLC ("7 Degrees"), and effective as of June 30, 2018.

RECITALS

Digital, TelSat, DGS, and 7 Degrees (individually and collectively referred to herein as "Borrower") and Bank are parties to that certain Loan and Security Agreement dated as of March 31, 2015 and as amended from time to time, including pursuant to that certain First Amendment to Loan and Security Agreement dated as of March 31, 2016, that certain Second Amendment to Loan and Security Agreement dated as of June 2, 2017, and that certain Third Amendment to Loan and Security Agreement entered into on November 27, 2017 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment. Capitalized terms used without definition herein shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The following definitions in Section 1.1 of the Agreement are added, or amended and restated in their entirety to read as follows:

"Borrowing Base" means, as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrowers, (i) eighty percent (80%) of Eligible Accounts, plus (ii) eighty percent (80%) of Accrued Accounts.

"IBEX" means IBEX Holdings Limited, a Bermuda entity being the sole shareholder of Parent.

"Parent" means DGS Limited, a Bermuda company, and sole stockholder of each Borrower.

"Revolving Maturity Date" means March 31, 2021, provided however, if there is an Event of Default that is continuing or there is any event that, with the passage of time or notice or both would, unless cured or waived, become an Event of Default, on March 31 of any year prior to March 31, 2021, then the Revolving Maturity Date shall automatically be March 31 of such year.

2. The fourth sentence in Section 2.3(d) of the Agreement is amended and restated in its entirety to read as follows:

Funds deposited to the Bancontrol Account shall be processed on each Business Day; and within two Business Days after clearance of such deposits, Bank shall credit all amounts paid into the Bancontrol Account to such Borrower's operating account; provided however that on and after the occurrence of an Event of Default (and for so long as such Event of Default is continuing), Bank may, in its sole discretion, credit any amounts paid into the Bancontrol Account first against any outstanding amounts under the Revolving Facility, and then any remaining balance of such amount shall be credited to a Borrower's operating account.

3. Section 6.3(a) of the Agreement is amended and restated to read as follows:

(a) as soon as available, but in any event within thirty (30) days after the last day of each month, Borrower's: (i) aged listings of accounts receivable and payable, (ii) Accrued Accounts report, (iii) Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit C hereto, and (iv) Compliance Certificate signed by a Responsible Officer in substantially the form of Exhibit D hereto;

4. Section 6.3(b) of the Agreement is amended and restated in its entirety to read as follows:

(b) as soon as available, but in any event within thirty (30) days after the last day of each month, Parent's consolidated balance sheet, income statement, and cash flow covering Parent's consolidated operations during such month, prepared by Parent in accordance with IFRS, consistently applied, in a form reasonably acceptable to Bank;

5. Section 6.3(c) of the Agreement is amended and restated to read as follows:

(c) As soon as available, but in any event no more than one hundred and eighty (180) days after Borrower's fiscal year end, audited financial statements of IBEX prepared in accordance with IFRS, consistently applied, together with an unqualified opinion on such financial statements of an independent certified public accounting firm selected by IBEX and reasonably acceptable to Bank; along with the consolidating financial statements of each Borrower.

6. Section 6.3(d) of the Agreement is amended and restated in its entirety to read as follows:

(d) as soon as available, but in any event no later than thirty (30) days after the beginning of Borrowers' next fiscal year, Parent's annual operating projections (including income statements, balance sheets and cash flow statements presented in a quarterly format) for the upcoming fiscal year, in form and substance reasonably satisfactory to Bank,

7. Section 6.9(a) of the Agreement is amended and restated in its entirety to read as follows:

(a) Adjusted EBITDA. Borrower's trailing twelve months' Adjusted EBITDA shall be at least $300,000, measured on a quarterly basis as of the last day of each calendar quarter, beginning with quarter ended June 30, 2018.

8. Section 6.9(b) of the Agreement is amended and restated in its entirety to read as follows:

(b) Asset Coverage Ratio. Borrowers shall maintain a minimum ratio of unrestricted cash maintained at Bank plus all Eligible Accounts plus Accrued Accounts to all Obligations owing to Bank (the "Asset Coverage Ratio"), of at least 1.25 to 1.00, measured on a monthly basis as of the last day of each month.

9. The following is added to the end of Section 7.6 of the Agreement:

Notwithstanding the foregoing, Borrowers may make up to $1,500,000 in distributions to Parent (or Parent's stockholders) during Borrowers' fiscal year ending June 30, 2019 as long as (i) no Event of Default has occurred that is continuing or would exist after giving effect to such distribution, and (ii) Borrowers provide Bank with at least ten (10) days' prior written notice of such planned distribution (including the amount being distributed), along with pro forma financial statements evidencing Borrowers' compliance with all financial covenants under this Agreement before and after giving effect to such distribution.

10. Pursuant to Section 7.7 of the Agreement, Bank hereby consents to a loan to Parent in the amount of $1,500,000 to be made during Borrowers' fiscal year ending June 30, 2019.

11. Exhibit D to the Agreement is replaced in its entirety with Exhibit D attached hereto.

12. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

13. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

14. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof. Notwithstanding the foregoing, Borrowers shall deliver all original signed documents promptly following execution.

15. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) corporate certificates duly executed by each Borrower;

(b) affirmation of stock pledge agreement;

(c) the original signed Amendment and all other Loan Documents being executed in connection herewith, duly executed by Borrower (and Parent, as applicable);

(d) payment of all Bank Expenses incurred through the date hereof; and

(e) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

DIGITAL GLOBE SERVICES INC.

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

TELSATONLINE, INC.

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

DGS EDU, LLC

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

7 DEGREES, LLC

By: /s/ Michael Darwal

Name: Michael Darwal

Title: President

HERITAGE BANK OF COMMERCE

By: /s/ Karla Schrader

Name: Karla Schrader

Title: VP

Exhibit 10.21

FIFTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Fifth Amendment to Loan and Security Agreement is entered into as of January 31, 2019 (the "Amendment"), by and between HERITAGE BANK OF COMMERCE ("Bank"), DIGITAL GLOBE SERVICES INC. ("Digital"), TELSATONLINE, INC. ("TelSat"), DGS EDU, LLC ("DGS") and 7 DEGREES LLC ("7 Degrees").

RECITALS

Digital, TelSat, DGS, and 7 Degrees (individually and collectively referred to herein as "Borrower") and Bank are parties to that certain Loan and Security Agreement dated as of March 31, 2015 and as amended from time to time, including pursuant to that certain First Amendment to Loan and Security Agreement dated as of March 31, 2016, that certain Second Amendment to Loan and Security Agreement dated as of June 2, 2017, that certain Third Amendment to Loan and Security Agreement entered into on November 27, 2017 and that certain Fourth Amendment to Loan and Security Agreement dated as of August 6, 2018 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment. Capitalized terms used without definition herein shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The following definitions are added to Section 1.1 of the Agreement in alphabetical order:

"DGS Sale Agreement" means that certain Membership Interest Purchase Agreement by and between J2Media Ventures, LLC, a Wyoming limited liability company, ("Buyer") and Digital dated as of February 1, 2019.

"DGS Sale Note" means that certain promissory note in the original principal amount of $187,500 issued by Buyer to Digital pursuant to the DGS Sale Agreement.

2. Notwithstanding the prohibitions set forth in Section 7.1 and 7.2 of the Agreement, Bank consents to the sale and disposition of the equity interests of DGS owned by Digital pursuant to the DGS Sale Agreement, and Bank acknowledges and agrees that, effective on the "Closing" as defined in the DGS Sale Agreement, (i) DGS shall no longer be deemed a Borrower under the Agreement and other Loan Documents and (ii) DGS is released from any Obligations under the Loan Documents, and (iii) Bank releases its security interest on the Collateral owned by DGS.

3. Notwithstanding the prohibitions set forth in Section 7.7 of the Agreement, Bank consents to Borrower's acquisition of the DGS Sale Note, and such Investment shall constitute a "Permitted Investment" under the Agreement.

4. Borrowers acknowledge and agree that all proceeds payable to Digital pursuant to the DGS Sale Agreement and DGS Sale Note constitute Collateral under the Agreement. Parent, TelSat and 7 Degrees acknowledge and agree that the release of DGS from being a Borrower under the Loan Agreement does not in any way obviate, limit or impair the obligations of such Borrower under the Agreement, and each hereby affirm that following the Closing, they remain as joint and several obligors under the Agreement and all other Loan Documents.

5. Section 9.2(b) of the Agreement is amended and restated in its entirety to read as follows:

(b) notify all account debtors with respect to the Accounts to pay Bank directly and notify any other debtors of a Borrower to pay any obligations owing to a Borrower by such debtor to Bank directly (including with respect to the DGS Sale Note);

6. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

7. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

8. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof. Notwithstanding the foregoing, Borrowers shall deliver all original signed documents promptly following execution.

9. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) the original signed Amendment duly executed by Borrowers;

(b) copies of the executed DGS Sale Agreement and DGS Sale Note, which shall be substantially similar form as the drafts provided to Bank prior to the date hereof;

(c) payment of an amendment fee in the amount of $1,500 plus all Bank Expenses incurred through the date hereof; and

(d) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

DIGITAL GLOBE SERVICES INC.

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

TELSATONLINE, INC.

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

DGS EDU, LLC

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

7 DEGREES, LLC

By: /s/ Michael Darwal

Name: Michael Darwal

Title: President

HERITAGE BANK OF COMMERCE

By: /s/ Karla Schrader

Name: Karla Schrader

Title: VP

Exhibit 10.22

SIXTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Sixth Amendment to Loan and Security Agreement is entered into as of March 18, 2019 (the "Amendment"), by and between HERITAGE BANK OF COMMERCE ("Bank"), DIGITAL GLOBE SERVICES INC. ("Digital"), TELSATONLINE, INC. ("TelSat") and 7 DEGREES LLC ("7 Degrees").

RECITALS

Digital, TelSat and 7 Degrees (individually and collectively referred to herein as "Borrower") and Bank are parties to that certain Loan and Security Agreement dated as of March 31, 2015 and as amended from time to time, including pursuant to that certain First Amendment to Loan and Security Agreement dated as of March 31, 2016, that certain Second Amendment to Loan and Security Agreement dated as of June 2, 2017, that certain Third Amendment to Loan and Security Agreement entered into on November 27, 2017, that certain Fourth Amendment to Loan and Security Agreement dated as of August 6, 2018 and that certain Fifth Amendment to Loan and Security Agreement dated as of January 31, 2019 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment. Capitalized terms used without definition herein shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The following definitions are added to Section 1.1 of the Agreement in alphabetical order:

"Call Center Loans" means any loans made by a Borrower to IBEX Philippines used to establish and/or expand its call centers in the Philippines to support its (and its Affiliates) operations and business.

"IBEX Philippines" means Ibex Global Solutions (Philippines) Inc., an indirect subsidiary of IBEX Global Limited.

"Sixth Amendment Date" means March 18, 2019.

"Term Loan Maturity Date" means March 1, 2023.

2. The following definitions in Section 1.1 of the Agreement are amended and restated in its entirety to read as follows:

"Credit Extension" means each Advance, each Term Loan, or any other extension of credit by Bank for the benefit of Borrowers hereunder.

3. The following is added as a new clause (c) to the end of the defined term "Permitted Investments" in Section 1.1 of the Agreement:

(c) the Call Center Loans, subject to compliance with Section 7.12, and prompt delivery to Bank of any promissory notes, instruments or other documentation evidencing the Call Center Loans when such loans are made.

4. The following is added as a new subsection (b) to the end of Section 2.1 of the Agreement:

(b) Term Loans.

(i) Subject to and upon the terms and conditions of this Agreement, at any time during the six month period following the Sixth Amendment Date, Borrower may request, and Bank agrees to make, term loan cash advances to Borrower (each, a "Term Loan") in an aggregate amount not to exceed Two Million Dollars ($2,000,000), with each Term Loan in a minimum amount of at least Five Hundred Thousand Dollars ($500,000).

(ii) Interest shall accrue from the date of each Term Loan at the rate specified in Section 2.3, and shall be payable monthly on the first day of each month so long as any Term Loan is outstanding, beginning with the first day of the first month following the month in which such Term Loan is made. Beginning on the first day of the first month following the first anniversary of the Sixth Amendment Date, and continuing on the first day of each month thereafter for a total period of thirty six (36) months, Borrower shall make equal monthly payments of principal on account of the aggregate amount of outstanding Term Loans (each a "Scheduled Payment"). On the Term Loan Maturity Date, all amounts owing with respect to such the Term Loans, including all outstanding principal, accrued interest, and Bank Expenses, shall be immediately due and payable. Borrower shall have the option to prepay all or any portion of the Term Loans made by Bank under this Agreement without penalty or premium; any prepayment shall be applied to the Scheduled Payments in reverse order of due date.

(iii) Whenever Borrower desires a Term Loan, Borrower will notify Bank no later than 3:00 p.m. Pacific Time, on the Business Day that is at least one day prior to the date the Term Loan is requested to be made. Each such notification shall be made by delivering to Bank a request form in substantially the form of Exhibit B-1 attached hereto. Bank is authorized to make Term Loan under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer; and Bank shall be entitled to rely on any notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank will credit the amount of Term Loan made under this Section 2.1(b) to Borrower's deposit account.

5. The following is added as a new subsection (ii) to the end of Section 2.3(a):

(ii) Term Loan. Except as set forth in Section 2.3(b), the Term Loan shall bear interest, on the outstanding Daily Balance thereof, at a rate equal to two and one half percent (2.5%) above the Prime Rate.

6. Section 6.3(c) of the Agreement is amended and restated in its entirety to read as follows:

(c) As soon as available, but in any event no more than one hundred eighty (180) days after Borrower's fiscal year end (or within one hundred twenty (120) days after Borrower's fiscal year end, following the public offering of IBEX's shares), audited financial statements of IBEX prepared in accordance with IFRS, consistently applied, together with an unqualified opinion on such financial statements of an independent certified public accounting firm selected by IBEX and reasonably acceptable to Bank; along with the consolidating financial statements of each Borrower.

7. Effective as of the date the first Term Loan is advanced to Borrower, Section 6.9(a) of the Agreement is amended and restated in its entirety to read as follows:

(a) Adjusted EBITDA.

(i) Prior to the funding of the initial Term Loan and beginning with the quarter ended June 30, 2018, Borrower's trailing twelve months' Adjusted EBITDA shall be at least $300,000, measured on a quarterly basis as of the last day of each calendar quarter.

(ii) Following the funding of the initial Term Loan and for so long as any Term Loans are outstanding, Borrowers' trailing twelve months' Adjusted EBITDA, measured on the last day of each calendar quarter beginning with the twelve month period ending on the calendar quarter in which the first Term Loan is advanced to Borrowers through the twelve month period ending on December 31, 2019 shall be at least $750,000; and Borrowers' trailing twelve months' Adjusted EBITDA, measured on the last day of each calendar quarter beginning with the twelve month period ending on March 31, 2020 and thereafter shall be at least $940,000.

(iii) Following the repayment in full of all Term Loans, Borrowers' trailing twelve months' Adjusted EBITDA shall be measured on the last day of each calendar quarter, and shall be at least $300,000.

(iv) Solely for purposes of determining Borrowers' compliance with the foregoing, Borrower may include a one-time add back revenue adjustment of $900,000 to the Adjusted EBITDA for the period ended September 30, 2018.

8. The following is added as a new Section 7.12 and 7.13 to the end of Section 7 of the Agreement:

7.12 Call Center Loans. The aggregate principal amount of the Call Center Loans shall not exceed the aggregate amount of the proceeds received by Borrower from the Term Loans that are loaned to IBEX Philippines to acquire equipment for the new call center being established in the Philippines. The Call Center Loans may not be forgiven or its repayment terms modified without Bank's prior written consent.

7.13 Intercompany Services Agreement. Borrowers shall not modify or amend any terms of the intercompany services agreement with IBEX Philippines (or any Subsidiary or Affiliate thereof) that would result in the reduction, delay, or waiver of any payments due to such Borrower without Bank's prior written consent.

9. Section 9.2(b) of the Agreement is amended and restated in its entirety to read as follows:

(b) notify all account debtors with respect to the Accounts to pay Bank directly and notify any other debtors of a Borrower to pay any obligations owing to a Borrower by such debtor to Bank directly (including with respect to the DGS Sale Note and any Call Center Loans);

10. The Exhibit B-1 attached hereto is incorporated in its entirety as Exhibit B-1 to the Agreement.

11. Exhibit D to the Agreement is replaced in its entirety with the Exhibit D attached hereto.

12. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

13. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

14. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof. Notwithstanding the foregoing, Borrowers shall deliver all original signed documents promptly following execution.

15. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) the original signed Amendment duly executed by Borrowers;

(b) corporate resolutions and incumbency certificate executed by each Borrower;

(c) unconditional guarantee executed by IBEX Global Limited;

(d) unconditional guarantee executed by Parent;

(e) affirmation of pledge agreement executed by Parent;

(f) payment of a Term Loan facility fee in the amount of $20,000 plus all Bank Expenses incurred through the date hereof; and

(g) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

DIGITAL GLOBE SERVICES INC.

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

TELSATONLINE, INC.

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

7 DEGREES, LLC

By: /s/ Michael Darwal

Name: Michael Darwal

Title: President

HERITAGE BANK OF COMMERCE

By: /s/ Karla Schrader

Name: Karla Schrader

Title: VP

Exhibit 10.23

June 7, 2019

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX GLOBAL SOLUTIONS
1700 PENNSYLVANIA AVE NW STE 5
WASHINGTON, DC 20006

Attn: Karl Gabel
Phone: 202-580-6051
Email: Karl.Gabel@ibexglobal.com

From: Matthew Gelles
Phone: 215-585-1434

Reference: MX_194457
USI: 1030450478MX_194457

The purpose of this letter agreement is to confirm the terms and conditions of the Interest Rate Swap transaction (the "Transaction") entered into between TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX GLOBAL SOLUTIONS ("COUNTERPARTY") and PNC Bank, National Association ("PNC") on the Trade Date specified below.

1. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) and any addenda or revisions thereto, are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, that certain ISDA Master Agreement and related Schedule between COUNTERPARTY and PNC, dated as of August 15, 2016 (as amended, modified, supplemented, renewed or restated from time to time, the "ISDA Master Agreement"). All provisions contained in or incorporated by reference in the ISDA Master Agreement shall supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and the ISDA Master Agreement shall govern this Confirmation and the Transaction evidenced hereby, except as modified expressly below. In the event of any inconsistency between the provisions of the ISDA Master Agreement and this Confirmation, this Confirmation will govern for purposes of the Transaction.

3. Each party represents to the other party that:

   (a) It is acting for its own account as principal, and it has made its own independent decisions to enter into the ISDA Master Agreement and the Transaction and as to whether the ISDA Master Agreement and the Transaction each is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary to permit it to evaluate the merits and risks of the ISDA Master Agreement and the Transaction. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the ISDA Master Agreement or the Transaction; it being understood that information and explanations related to the terms and conditions of the ISDA Master Agreement or the Transaction shall not be considered investment advice or a recommendation to enter into the ISDA Master Agreement or the Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of the ISDA Master Agreement or the Transaction.

   (b) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the ISDA Master Agreement and the Transaction. It is also capable of assuming, and assumes, the risks of the ISDA Master Agreement and the Transaction.

(c) The other party is not acting as a fiduciary for or an adviser to it in respect of the ISDA Master Agreement or the Transaction.

(d) It has entered into the Transaction in connection with a line of its business and for purposes of hedging and not for the purpose of speculation.

(e) It is an "eligible contract participant", as that term is defined in Section 1a(18) of the Commodity Exchange Act and applicable regulations there under.

4. The terms of the Transaction to which this Confirmation relates are as follows:

Type Of Transaction:	Interest Rate Swap
Notional Amount:	USD 3,555,555.50 and then adjusting in accordance to attached amortization schedule.
Trade Date:	June 7, 2019
Effective Date:	June 10, 2019
Termination Date:	June 1, 2021, subject to adjustment in accordance with the Modified Following Business Day Convention.
Fixed Amounts:	
Fixed Rate Payer:	COUNTERPARTY
Fixed Rate Calculation Periods:	The initial Calculation Period will be from and including the Effective Date to but excluding July 1, 2019. Thereafter, from and including the first (1st) day of each month to but excluding the first (1st) day of the following month. With the final Calculation Period being from and including May 1, 2021, to but excluding the Termination Date. Each calculation period subject to adjustment in accordance with the Modified Following Business Day Convention.
Fixed Rate Payer Payment Dates:	The initial payment will commence on July 1, 2019, and thereafter on the first (1st) day of each month, and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.
Fixed Rate:	2.137%
Fixed Rate Day Count Fraction:	Actual/360
Business Days:	New York and London
Floating Amounts:	
Floating Rate Payer:	PNC
Floating Rate Calculation Periods:	The initial Calculation Period will be from and including the Effective Date to but excluding July 1, 2019. Thereafter, from and including the first (1st) day of each month to but excluding the first (1st) day of the following month. With the final Calculation Period being from and including May 1, 2021, to but excluding the Termination Date. Each calculation period subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Payer Payment Dates:	The initial payment will commence on July 1, 2019, and thereafter on the first (1st) day of each month, and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.
Floating Rate for Initial Calculation Period:	2.41163%
Reset Dates:	The first day of each Floating Rate Calculation Period, with Period End Dates subject to adjustment in accordance with the Modified Following Business Day Convention.
Floating Rate Option:	USD-LIBOR-BBA-Bloomberg; provided, however, that the reference to "London Banking Days" that appears in the 4th line of the definition of "USD-LIBOR-BBA-Bloomberg" is replaced with "New York and London Banking Days" (which for purposes of the Transaction means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in New York, New York and London, England). Where in no event shall USD-LIBOR-BBA-Bloomberg be below 0.0%.
Designated Maturity:	One (1) Month
Spread:	Inapplicable
Floating Rate Day Count Fraction:	Actual/360
Business Days:	New York and London
Compounding:	Inapplicable

General Terms:

Calculation Agent:	As set forth by the ISDA Master Agreement.
Jury Waiver:	EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE ISDA MASTER AGREEMENT, ANY CREDIT SUPPORT DOCUMENT, THIS CONFIRMATION OR THE TRANSACTION EVIDENCED HEREBY.
Governing Law:	The Transaction shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law doctrine.
Execution in Counterparts:	This Confirmation may be executed in counterparts, each of which shall be an original and both of which when taken together shall constitute the same agreement. Transmission by facsimile, e-mail or other form of electronic transmission of an executed counterpart of this Confirmation shall be deemed to constitute due and sufficient delivery of such counterpart.

Electronic Records and Signatures: It is agreed by the parties that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity and enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case may be) to the extent and as provided for in any applicable law.

Periodic Interest Rate Swap Payment Method

Pay by Automatic Debit or Credit

I hereby Authorize PNC Bank to deposit or withdraw any amounts owed to me or by me by initiating credit or debit entries to my account at the Financial Institution indicated below. Further, I authorize my Financial Institution to accept and to credit or debit any entries initiated by PNC Bank to my account. In the event that PNC Bank deposits funds erroneously into my account, I authorize PNC Bank to debit my account for an amount not to exceed the original amount of the credit.

Bank Name:	PNC Bank NA
ABA:	
Account #:	
Checking or Savings:	Checking

This authorization is to remain in full force and effect until PNC Bank and/or my Financial Institution has received written notice from me of its termination in such time and in such manner as to afford PNC Bank and/or my Financial Institution a reasonable opportunity to act on it.

PNC Contact Information and Counterparty Contact Information for securing Web Portal Access:

Payments:	derivatives.payments@pnc.com	412-237-0529
Audit Confirmation Requests:	brokerconf@pnc.com	412-237-0544
Web Portal Access and Customer Onboarding:	cam.derivatives@pnc.com	412-237-0537

PNC will provide access to a secure website for the individuals listed below. Access to the site will include the ability to view the **Interest Payment Advice,** as well as two documents required by Dodd Frank as follows: i) **Mid-market Mark Report;** and ii) **Portfolio Reconciliation Report.** Unless you notify PNC in writing that you do not agree to receive these Dodd Frank required documents through the website, you agree that the posting of them on the Website is an acceptable and reliable manner of disclosure to you. Logon credentials will be provided after confirmation has been executed and returned to PNC. Please provide additional names as required.

First Name	Last Name	Email address	Telephone
Karl	Gabel	Karl.Gabel@ibexglobal.com	

Please confirm that the foregoing correctly sets forth the terms of our agreement concerning the transaction by signing this Confirmation where indicated below and returning a signed copy to Jeffrey Marraccini either by email (derivatives.operations@pnc.com), or by fax (1-855-568-4533) or by overnight delivery (c/o PNC Investment Operations 249 Fifth Avenue, P1-POPP-11-A, By Pittsburgh, PA 15222, Attn: Jeffrey Marraccini). By signing below, COUNTERPARTY acknowledges that it has consented to receive this Confirmation via electronic mail.

Please retain a signed copy of this Confirmation for your records. Should you have any questions, please call Jeffrey Marraccini at 412-442-3984.

Yours Sincerely,

PNC BANK, NATIONAL ASSOCIATION

/s/ Derek Millan
Derek Millan, AVP
Pnc Bank, National Association

Accepted and agreed as of the date first above written:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX GLOBAL SOLUTIONS

By: /s/Robert Dechant
Name: Robert Dechant
Title: Chief Executive Officer

Exhibit 10.24

June 7, 2019

TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX GLOBAL SOLUTIONS
1700 PENNSYLVANIA AVE NW STE 5
WASHINGTON, DC 20006

Attn: Karl Gabel
Phone: 202-580-6051
Email: Karl.Gabel@ibexglobal.com

From: Matthew Gelles
Phone: 215-585-1434

Reference: MX_194456
USI: 1030450478MX_194456

The purpose of this letter agreement is to confirm the terms and conditions of the Interest Rate Swap transaction (the "Transaction") entered into between TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX GLOBAL SOLUTIONS ("COUNTERPARTY") and PNC Bank, National Association ("PNC") on the Trade Date specified below.

1. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) and any addenda or revisions thereto, are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, that certain ISDA Master Agreement and related Schedule between COUNTERPARTY and PNC, dated as of August 15, 2016 (as amended, modified, supplemented, renewed or restated from time to time, the "ISDA Master Agreement"). All provisions contained in or incorporated by reference in the ISDA Master Agreement shall supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and the ISDA Master Agreement shall govern this Confirmation and the Transaction evidenced hereby, except as modified expressly below. In the event of any inconsistency between the provisions of the ISDA Master Agreement and this Confirmation, this Confirmation will govern for purposes of the Transaction.

3. Each party represents to the other party that:

   (a) It is acting for its own account as principal, and it has made its own independent decisions to enter into the ISDA Master Agreement and the Transaction and as to whether the ISDA Master Agreement and the Transaction each is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary to permit it to evaluate the merits and risks of the ISDA Master Agreement and the Transaction. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the ISDA Master Agreement or the Transaction; it being understood that information and explanations related to the terms and conditions of the ISDA Master Agreement or the Transaction shall not be considered investment advice or a recommendation to enter into the ISDA Master Agreement or the Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of the ISDA Master Agreement or the Transaction.

   (b) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the ISDA Master Agreement and the Transaction. It is also capable of assuming, and assumes, the risks of the ISDA Master Agreement and the Transaction.

(c) The other party is not acting as a fiduciary for or an adviser to it in respect of the ISDA Master Agreement or the Transaction.

(d) It has entered into the Transaction in connection with a line of its business and for purposes of hedging and not for the purpose of speculation.

(e) It is an "eligible contract participant", as that term is defined in Section 1a(18) of the Commodity Exchange Act and applicable regulations there under.

4. The terms of the Transaction to which this Confirmation relates are as follows:

Type Of Transaction:	Interest Rate Swap
Notional Amount:	USD 15,000,000.00
Trade Date:	June 7, 2019
Effective Date:	June 24, 2019
Termination Date:	June 24, 2021, subject to adjustment in accordance with the Modified Following Business Day Convention.
Fixed Amounts:	
Fixed Rate Payer:	COUNTERPARTY
Fixed Rate Calculation Periods:	The initial Calculation Period will be from and including the Effective Date to but excluding July 24, 2019. Thereafter, from and including the twenty fourth (24th) day of each month to but excluding the twenty fourth (24th) day of the following month. With the final Calculation Period being from and including May 24, 2021, to but excluding the Termination Date. Each calculation period subject to adjustment in accordance with the Modified Following Business Day Convention.
Fixed Rate Payer Payment Dates:	The initial payment will commence on July 24, 2019, and thereafter on the twenty fourth (24th) day of each month, and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.
Fixed Rate:	1.99%
Fixed Rate Day Count Fraction:	Actual/360
Business Days:	New York and London
Floating Amounts:	
Floating Rate Payer:	PNC
Floating Rate Calculation Periods:	The initial Calculation Period will be from and including the Effective Date to but excluding July 24, 2019. Thereafter, from and including the twenty fourth (24th) day of each month to but excluding the twenty fourth (24th) day of the following month. With the final Calculation Period being from and including May 24, 2021, to but excluding the Termination Date. Each calculation period subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Payer Payment Dates:	The initial payment will commence on July 24, 2019, and thereafter on the twenty fourth (24th) day of each month, and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.
Floating Rate for Initial Calculation Period:	TBD
Reset Dates:	The first day of each Floating Rate Calculation Period, with Period End Dates subject to adjustment in accordance with the Modified Following Business Day Convention.
Floating Rate Option:	USD-LIBOR-BBA-Bloomberg; provided, however, that the reference to "London Banking Days" that appears in the 4th line of the definition of "USD-LIBOR-BBA-Bloomberg" is replaced with "New York and London Banking Days" (which for purposes of the Transaction means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in New York, New York and London, England). Where in no event shall USD-LIBOR-BBA-Bloomberg be below 0.0%.
Designated Maturity:	One (1) Month
Spread:	Inapplicable
Floating Rate Day Count Fraction:	Actual/360
Business Days:	New York and London
Compounding:	Inapplicable

General Terms:

Calculation Agent:	As set forth by the ISDA Master Agreement.
Jury Waiver:	EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE ISDA MASTER AGREEMENT, ANY CREDIT SUPPORT DOCUMENT, THIS CONFIRMATION OR THE TRANSACTION EVIDENCED HEREBY.
Governing Law:	The Transaction shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law doctrine.
Execution in Counterparts:	This Confirmation may be executed in counterparts, each of which shall be an original and both of which when taken together shall constitute the same agreement. Transmission by facsimile, e-mail or other form of electronic transmission of an executed counterpart of this Confirmation shall be deemed to constitute due and sufficient delivery of such counterpart.

Electronic Records and Signatures:	It is agreed by the parties that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity and enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case may be) to the extent and as provided for in any applicable law.

Periodic Interest Rate Swap Payment Method
Pay by Automatic Debit or Credit

I hereby Authorize PNC Bank to deposit or withdraw any amounts owed to me or by me by initiating credit or debit entries to my account at the Financial Institution indicated below. Further, I authorize my Financial Institution to accept and to credit or debit any entries initiated by PNC Bank to my account. In the event that PNC Bank deposits funds erroneously into my account, I authorize PNC Bank to debit my account for an amount not to exceed the original amount of the credit.

Bank Name:	PNC Bank NA
ABA:	
Account #:	
Checking or Savings:	Checking

This authorization is to remain in full force and effect until PNC Bank and/or my Financial Institution has received written notice from me of its termination in such time and in such manner as to afford PNC Bank and/or my Financial Institution a reasonable opportunity to act on it.

PNC Contact Information and Counterparty Contact Information for securing Web Portal Access:

Payments:	derivatives.payments@pnc.com	412-237-0529
Audit Confirmation Requests:	brokerconf@pnc.com	412-237-0544
Web Portal Access and Customer Onboarding:	cam.derivatives@pnc.com	412-237-0537

PNC will provide access to a secure website for the individuals listed below. Access to the site will include the ability to view the **Interest Payment Advice,** as well as two documents required by Dodd Frank as follows: i) **Mid-market Mark Report;** and ii) **Portfolio Reconciliation Report.** Unless you notify PNC in writing that you do not agree to receive these Dodd Frank required documents through the website, you agree that the posting of them on the Website is an acceptable and reliable manner of disclosure to you. Logon credentials will be provided after confirmation has been executed and returned to PNC. Please provide additional names as required.

First Name	Last Name	Email address	Telephone
Karl	Gabel	Karl.Gabel@ibexglobal.com	

Please confirm that the foregoing correctly sets forth the terms of our agreement concerning the transaction by signing this Confirmation where indicated below and returning a signed copy to Jeffrey Marraccini either by email (derivatives.operations@pnc.com), or by fax (1-855-568-4533) or by overnight delivery (c/o PNC Investment Operations 249 Fifth Avenue, P1-POPP-11-A, Pittsburgh, PA 15222, Attn: Jeffrey Marraccini). By signing below, COUNTERPARTY acknowledges that it has consented to receive this Confirmation via electronic mail.

Please retain a signed copy of this Confirmation for your records. Should you have any questions, please call Jeffrey Marraccini at 412-442-3984.

Yours Sincerely,

PNC BANK, NATIONAL ASSOCIATION

/s/ Derek Millan
Derek Millan, AVP
Pnc Bank, National Association

Accepted and agreed as of the date first above written:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX GLOBAL SOLUTIONS

By: /s/Robert Dechant
Name: Robert Dechant
Title: Chief Executive Officer

Exhibit 10.25

SUPPLEMENTAL DEBENTURE

issued by

IBEX GLOBAL JAMAICA LIMITED

in favour of

FIRST GLOBAL BANK LIMITED

IBEX GLOBAL JAMAICA LIMITED

SUPPLEMENTAL DEBENTURE

Issued pursuant to the Borrower's constitutive documents and a Resolution of the Borrower passed on the day of 2018

This Supplemental Debenture is made on the date set out in Item 1 of the First Schedule between the party described in Item 2 of the First Schedule (herein referred to as "the Borrower" or "the Company" which expression shall where the context admits include its successors assigns and transferees) of the ONE PART and the party described in Item 3 of the First Schedule (hereinafter called " the Debenture Holder" or "the Bank" which expression shall where the context admits includes the Debenture Holder's successors assigns and transferees) of the OTHER PART AND is supplemental to a First Demand Debenture dated 31st January, 2018, issued by the Borrower in favour of the Bank more particularly described in Item 4 of the First Schedule (hereinafter called "the Original Debenture").

WHEREAS

A. The Borrower obtained financing from the Bank in the amount of One Million Three Hundred and Sixty Thousand United States Dollars (US$1,360,000.00) (the "Bank's Financing") for the purposes of assisting with the build-out of infrastructure and the acquisition of equipment, work stations and related facilities to expand its call center operations/facilities at Portmore Pines Plaza, St. Catherine.

B. The Borrower issued in favour of the Bank a First Demand Debenture (hereinafter the "Original Debenture") which secures repayment of the obligations with respect to the Bank's Financing.

C. The Original Debenture has been impressed with Stamp Duty to cover an aggregate indebtedness in the amount set forth in item 5 of the First Schedule, interest, commission, fees and charges related thereto (herein the "Original Indebtedness").

D. The Borrower has requested from the Bank further financing in the amount of One Million Two Hundred Thousand United States Dollars (US$1,200,000.00) to be used to assist with the build-out of another call-centre located at the Courtleigh Centre on St. Lucia Avenue being part of the expansion of the Company's Business Process Outsourcing operations.

E. The Borrower has entered into that certain Security Confirmation Deed by which the Borrower has confirmed that the security constituted by the Original Debenture shall continue in force and remain and be security for the discharge of the Borrower's indebtedness/ obligations.

F. The Borrower is desirous of increasing the enforceable value of the security as shall be held by the Bank with respect to the indebtedness of the Borrower including an amount equivalent to the Original Indebtedness, the same to secure a further indebtedness by the Borrower in the amount set forth in Item 6 of the First Schedule it being the intent of these presents that until the discharge of the Original Debenture and this Supplemental Debenture; the Original Debenture together with this Supplemental Debenture shall be a continuing security covering the aggregate indebtedness of the Borrower to the Bank to such aggregate as the stamp duty impressed on the Original Debenture and this Supplemental Debenture will extend to cover and that the Original Debenture and this Supplemental Debenture shall avail the Bank in respect of all present and future indebtedness of the Borrower.

G. The Borrower has agreed to issue this Supplemental Debenture on the terms and conditions hereinafter appearing.

Now this DEED WITNESSETH as follows:

Expressions used in this Supplemental Debenture and not otherwise defined shall bear the meanings ascribed to these expressions in the Original Debenture.

1. The Borrower covenants to pay on demand to the Debenture Holder all sums of money as are now or shall from time to time hereafter become owing to the Debenture Holder by the Borrower under and by virtue of the Commitment Letters dated 16th January 2018 and day of_____,_____, the Original Debenture and/or any other Related Documents issued in respect of the Secured Obligations as and when the same shall become due and owing under or by virtue of the said documents.

2. AND FOR BETTER SECURING to the Debenture Holder the payment of the Secured Obligations in manner provided for by the Original Debenture (as confirmed by that certain Security Confirmation Deed aforesaid) to such aggregate as the stamp duty impressed on the Original Debenture and this Supplemental Debenture will extend to cover, the Borrower:

    i. DOTH HEREBY CHARGES to the Debenture Holder as a continuing security for the payment and discharge of the Secured Obligations (including, for the avoidance of doubt, all interest thereon and all liabilities hereby covenanted to be paid and intended to be hereby secured) all the Charged Properties (as described in Item 1 of Second Schedule);

ii. DOTH HEREBY ASSIGNS absolutely to the Debenture Holder the rights and benefits described in Item 2 of the Second Schedule)

3. All covenants powers provisions conditions and agreements contained in or implied by or made applicable to the Original Debenture and/or the Security Confirmation Deed shall be applicable to this Supplemental Debenture as fully and effectually as if the same had been set out at length herein and specifically made applicable hereto.

4. This Supplemental Debenture shall be impressed in the first instance with stamp duty covering an aggregate further indebtedness of the amount set forth in Item 6 of the First Schedule, but the Bank shall be and is hereby empowered at any time or times hereafter without any further license or consent of the Borrower to impress additional stamp duty as is legally required on the Original Debenture and/or hereon covering any sum or sums by which the indebtedness to the Bank may exceed the aggregate indebtedness secured by the Original Debenture (as confirmed by that certain Security Confirmation Deed) and/or this Supplemental Debenture as the stamp duty impressed thereon and hereon will extend to cover it being the intent of these presents that until discharge thereof the Original Debenture (as confirmed by that certain Security Confirmation Deed) and this Supplemental Debenture shall be continuing securities covering indebtedness from the Borrower to the Bank to such aggregate as the stamp duty impressed thereon and hereon will extend to cover and shall avail the Bank in respect of all present and future indebtedness of the Borrower.

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FIRST SCHEDULE

Item 1 Date of this Supplemental Debenture:	the day of 2018
Item 2 The Borrower:	Ibex Global Jamaica Limited
Item 3 The Debenture Holder:	First Global Bank Jamaica Limited
Item 4 Original Debenture:	First Demand Debenture over the present and future acquired assets of the Company dated 31st January 2018 issued by the Borrower in favour of First Global Bank Limited.
Item 5 Original Indebtedness:	One Million Three Hundred and Sixty Thousand United States Dollars (US$1,360,000.00)
Item 6 Further Indebtedness:	One Million Two Hundred Thousand United States Dollars (US$1,200,000.00)

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SECOND SCHEDULE

Item 1: Charged Properties

i. by way of first fixed charge, all freehold and leasehold property of the Company and all other rights and interest of the Company in realty together with all buildings, fixtures (including trade fixtures), and plant (fixed or unfixed) and all machinery, equipment, computers, furniture and furnishings (together with all accessories, spare parts, additions, renewals and replacements from time to time to any of the foregoing) and the full benefit of all warranties and contracts relating to the same, including stock-in-trade of the Company;

ii. by way of first fixed charge, all FUTURE freehold and leasehold property of the Company and all other future rights and interest of the Company in realty together with all buildings, fixtures (including trade fixtures), and future plant (fixed or unfixed) and all future machinery, equipment, computers, furniture and furnishings (together with all accessories, spare parts, additions, renewals and replacement from time to time to, or of any of the foregoing) and the full benefit of all warranties and contracts relating to the same, including stock-in-trade of the Company;

iii. by way of first fixed charge, all PRESENT and FUTURE book and other debts and revenues (including, but not limited to, all credit balances and deposits of the Company with the Debenture Holder or any financial institution), rentals, accounts receivables and securities for money now or from time to time due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any bills of exchange, promissory notes and other negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, legal and equitable charges and other security, reservations or proprietary rights, rights of tracing, liens, and all other rights and remedies of whatsoever nature in respect of the same, and all bills of lading, warehouse receipts and other documents of title to the goods;

iv. by way of first fixed charge, the Company’s PRESENT and FUTURE goodwill, uncalled or unpaid capital and the Shares now or hereafter belonging to the Company or in which the Company has an interest or may subsequently acquire an interest, whether as legal or beneficial owner or otherwise;

v. by way of first fixed charge, all PRESENT and FUTURE rights in Intellectual Property or similar rights now or hereafter belonging to the Company;

vi. by way of first fixed charge, all PRESENT and FUTURE contracts or policies of insurance (including life policies) in which the Company now or hereafter may have an interest and all moneys from time to time payable thereunder including any refund or premiums;

vii. by way of first fixed charge, all its PRESENT and FUTURE motor vehicles, spare parts and accessories now or hereinafter belonging to the Company or in which the Company may acquire an interest;

viii. by way of fixed/general charge all its undertaking and other assets, rights and income (both present and future) not otherwise effectively mortgaged, charged or assigned under subparagraphs (i) to (vii) above or Item 2 below.

Item 2: Assigned Benefits

i. the benefit to the Company of all rights and claims to which it is now, or may in the future become, entitled in relation to its Charged Properties including (but without limitation) all its rights and claims against all persons who now are or who at any time have been or may become purchasers, lessees, sub-lessees, licensees or occupiers of the whole or any part or parts of its Charged Properties and all guarantors and sureties for the obligations of any such person;

ii. the benefit to the Company of all guarantees, letters of support, warranties and representations given or made by, and any rights or remedies to which the Company is now or may, in the future, be entitled against, all or any suppliers, professional advisers and Contractors in relation to any of its Charged Properties and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings or other items now or from time to time belonging to the Company, and any other person now or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract, or breach of duty, whether relating to the design, construction, inspection or supervision of the construction of any of its Charged Properties, or to the quality or fitness for use of such plant, machinery, fixtures, fittings and other items or otherwise, and the benefit of all sums recovered in any proceedings against all or any of such persons.

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IN WITNESS whereof the Borrower has caused its common seal to be hereunto affixed the day and year first hereinbefore written.

The common seal of IBEX GLOBAL JAMAICA LIMITED was hereunto put and affixed in the presence of and this Instrument signed by	)	\s\Robert Dechant
	)	\s\Karl Gabel
and	)	
in the presence of	)	

Attorney-at-law/Justice of the Peace for the parish of:

Exhibit 10.26

SECOND SUPPLEMENTAL DEBENTURE

issued by

IBEX GLOBAL JAMAICA LIMITED

in favour of

FIRST GLOBAL BANK LIMITED

IBEX GLOBAL JAMAICA LIMITED

SECOND SUPPLEMENTAL DEBENTURE

Issued pursuant to the Borrower's constitutive documents and a Resolution of the Borrower passed on the day of 2019

This Second Supplemental Debenture is made on the date set out in Item 1 of the First Schedule between the party described in Item 2 of the First Schedule (herein referred to as "the Borrower" or "the Company" which expression shall where the context admits include its successors assigns and transferees) of the ONE PART and the party described in Item 3 of the First Schedule (hereinafter called " the Debenture Holder" or "the Bank" which expression shall where the context admits includes the Debenture Holder's successors assigns and transferees) of the OTHER PART AND is supplemental to a First Demand Debenture dated January 31, 2018 and a Supplemental Debenture dated 24th January 2019, (collectively referred to as "the Original Debentures") issued by the Borrower in favour of the Bank.

WHEREAS

A. The Borrower has, to date, obtained financing from the Bank for the purposes of assisting with the build-out of infrastructure and the acquisition of equipment, work stations and related facilities to expand its call center operations/facilities at Portmore Pines Plaza, St. Catherine and at the Courtleigh Centre on St. Lucia Avenue. These loan facilities were secured by a First Demand Debenture and a Supplemental Debenture impressed with Stamp Duty to cover the Borrower's aggregate indebtedness as set forth in item 4 of the First Schedule (herein the "Existing Indebtedness").

B. The Borrower has now requested from the Bank additional financing in the amount of Eight Hundred Thousand United States Dollars (US$800,000.00).

C. The Borrower is desirous of increasing the enforceable value of the security as shall be held by the Bank with respect to the indebtedness of the Borrower including an amount equivalent to the Existing Indebtedness, the same to secure a further indebtedness by the Borrower in the amount set forth in Item 5 of the First Schedule it being the intent of these presents that until the discharge of the Original Debentures, the Original Debentures together with this Second Supplemental Debenture shall be a continuing security covering the aggregate indebtedness of the Borrower to the Bank to such aggregate as the stamp duty impressed on the Original Debentures and this Second Supplemental Debenture will extend to cover and that the Original Debentures and this Second Supplemental Debenture shall avail the Bank in respect of all present and future indebtedness of the Borrower.

D. The Borrower has agreed to issue this Second Supplemental Debenture on the terms and conditions hereinafter appearing.

Now this DEED WITNESSETH as follows:

Expressions used in this Supplemental Debenture and not otherwise defined shall bear the meanings ascribed to these expressions in the Original Debenture.

1. The Borrower covenants to pay on demand to the Debenture Holder all sums of money as are now or shall from time to time hereafter become owing to the Debenture Holder by the Borrower under and by virtue of the Commitment Letters, the Original Debentures and/or any other Related Documents issued in respect of the Secured Obligations as and when the same shall become due and owing under or by virtue of the said documents.

2. AND FOR BETTER SECURING to the Debenture Holder the payment of the Secured Obligations in manner provided for by the Original Debentures to such aggregate as the stamp duty impressed on the Original Debenture and this Second Supplemental Debenture will extend to cover, the Borrower:

    i. DOTH HEREBY CHARGES to the Debenture Holder as a continuing security for the payment and discharge of the Secured Obligations (including, for the avoidance of doubt, all interest thereon and all liabilities hereby covenanted to be paid and intended to be hereby secured) all the Charged Properties (as described in Item 1 of Second Schedule);
    ii. DOTH HEREBY ASSIGNS absolutely to the Debenture Holder the rights and benefits described in Item 2 of the Second Schedule).

3. All covenants powers provisions conditions and agreements contained in or implied by or made applicable to the First Demand Debenture shall be applicable to this Supplemental Debenture as fully and effectually as if the same had been set out at length herein and specifically made applicable hereto.

4. This Second Supplemental Debenture shall be impressed in the first instance with stamp duty covering a further indebtedness of the amount set forth in Item 6 of the First Schedule, but the Bank shall be and is hereby empowered at any time or times hereafter without any further license or consent of the Borrower to impress additional stamp duty as is legally required on the Original Debentures and/or hereon covering any sum or sums by which the indebtedness to the Bank may exceed the aggregate indebtedness secured by the Original Debentures and/or this Second Supplemental Debenture as the stamp duty impressed thereon and hereon will extend to cover it being the intent of these presents that until discharge thereof the Original Debentures and this Second Supplemental Debenture shall be continuing securities covering indebtedness from the Borrower to the Bank to such aggregate as the stamp duty impressed thereon and hereon will extend to cover and shall avail the Bank in respect of all present and future indebtedness of the Borrower.

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FIRST SCHEDULE

Item 1	Date of this Second Supplemental Debenture the day of 2019
Item 2 The Borrower:	Ibex Global Jamaica Limited
Item 3 The Debenture Holder:	First Global Bank Limited
Item 4 Existing Indebtedness:	One Million Three Hundred and Sixty Thousand United States Dollars (US$1,360,000.00); and One Million Two Hundred Thousand United States Dollars (US$1,200,000.00)
Item 5 Further Indebtedness:	Eight Hundred Thousand United States Dollars (US$800,000.00)

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SECOND SCHEDULE

Item 1: Charged Properties

i. by way of first fixed charge, all freehold and leasehold property of the Company and all other rights and interest of the Company in realty together with all buildings, fixtures (including trade fixtures), and plant (fixed or unfixed) and all machinery, equipment, computers, furniture and furnishings (together with all accessories, spare parts, additions, renewals and replacements from time to time to any of the foregoing) and the full benefit of all warranties and contracts relating to the same, including stock-in-trade of the Company;

ii. by way of first fixed charge, all FUTURE freehold and leasehold property of the Company and all other future rights and interest of the Company in realty together with all buildings, fixtures (including trade fixtures), and future plant (fixed or unfixed) and all future machinery, equipment, computers, furniture and furnishings (together with all accessories, spare parts, additions, renewals and replacement from time to time to, or of any of the foregoing) and the full benefit of all warranties and contracts relating to the same, including stock-in-trade of the Company;

iii. by way of first fixed charge, all PRESENT and FUTURE book and other debts and revenues (including, but not limited to, all credit balances and deposits of the Company with the Debenture Holder or any financial institution), rentals, accounts receivables and securities for money now or from time to time due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any bills of exchange, promissory notes and other negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, legal and equitable charges and other security, reservations or proprietary rights, rights of tracing, liens, and all other rights and remedies of whatsoever nature in respect of the same, and all bills of lading, warehouse receipts and other documents of title to the goods;

iv. by way of first fixed charge, the Company’s PRESENT and FUTURE goodwill, uncalled or unpaid capital and the Shares now or hereafter belonging to the Company or in which the Company has an interest or may subsequently acquire an interest, whether as legal or beneficial owner or otherwise;

v. by way of first fixed charge, all PRESENT and FUTURE rights in Intellectual Property or similar rights now or hereafter belonging to the Company;

vi. by way of first fixed charge, all PRESENT and FUTURE contracts or policies of insurance (including life policies) in which the Company now or hereafter may have an interest and all moneys from time to time payable thereunder including any refund or premiums;

vii. by way of first fixed charge, all its PRESENT and FUTURE motor vehicles, spare parts and accessories now or hereinafter belonging to the Company or in which the Company may acquire an interest;

viii. by way of fixed/general charge all its undertaking and other assets, rights and income (both present and future) not otherwise effectively mortgaged, charged or assigned under subparagraphs (i) to (vii) above or Item 2 below.

Item 2: Assigned Benefits

i. the benefit to the Company of all rights and claims to which it is now, or may in the future become, entitled in relation to its Charged Properties including (but without limitation) all its rights and claims against all persons who now are or who at any time have been or may become purchasers, lessees, sub-lessees, licensees or occupiers of the whole or any part or parts of its Charged Properties and all guarantors and sureties for the obligations of any such person;

ii. the benefit to the Company of all guarantees, letters of support, warranties and representations given or made by, and any rights or remedies to which the Company is now or may, in the future, be entitled against, all or any suppliers, professional advisers and Contractors in relation to any of its Charged Properties and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings or other items now or from time to time belonging to the Company, and any other person now or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract, or breach of duty, whether relating to the design, construction, inspection or supervision of the construction of any of its Charged Properties, or to the quality or fitness for use of such plant, machinery, fixtures, fittings and other items or otherwise, and the benefit of all sums recovered in any proceedings against all or any of such persons.

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IN WITNESS whereof the Borrower has caused its common seal to be hereunto affixed the day and year first hereinbefore written.

The common seal of IBEX GLOBAL JAMAICA LIMITED was hereunto put and affixed in the presence of and this Instrument signed by and in the presence of	)))))))))	\s\Robert Dechant \s\Karl Gabel

Attorney-at-law/Justice of the Peace for the parish of:

Exhibit 10.27

THIRD SUPPLEMENTAL DEBENTURE

issued by

IBEX GLOBAL JAMAICA LIMITED

in favour of

FIRST GLOBAL BANK LIMITED

IBEX GLOBAL JAMAICA LIMITED

THIRD SUPPLEMENTAL DEBENTURE

Issued pursuant to the Borrower's constitutive documents and a Resolution of the Borrower passed on the 27th day of March 2020

This **Third** Supplemental Debenture is made on the date set out in Item 1 of the First Schedule between the party described in Item 2 of the First Schedule (herein referred to as **"the Borrower" or "the Company"** which expression shall where the context admits include its successors assigns and transferees) of the ONE PART and the party described in Item 3 of the First Schedule (hereinafter called" the **Debenture Holder" or "the Bank"** which expression shall where the context admits includes the Debenture Holder's successors assigns and transferees) of the OTHER PART AND is supplemental to a First Demand Debenture dated January 31, 2018 and a Supplemental Debenture dated 24th January 2019, and a Supplemental Debenture dated 29th November 2019 (collectively referred to as "the Original Debentures") issued by the Borrower in favour of the Bank.

WHEREAS

A. The Borrower has, to date, obtained financing from the Bank for the purposes of assisting with the build-out of infrastructure and the acquisition of equipment, work stations and related facilities to expand its call center operations/facilities at Portmore Pines Plaza, St. Catherine and at the Courtleigh Centre on St. Lucia Avenue. These loan facilities were secured by a First Demand Debenture and Supplemental Debentures impressed with Stamp Duty to cover the Borrower's aggregate indebtedness as set forth in item 4 of the First Schedule (herein the "**Existing Indebtedness**").

B. The Borrower has now requested from the Bank additional financing in the amount of **Two Million Six Hundred and Twenty-One Thousand United States Dollars (US$2,621,000.00).**

C. The Borrower is desirous of increasing the enforceable value of the security as shall be held by the Bank with respect to the indebtedness of the Borrower including an amount equivalent to the Existing Indebtedness, the same to secure a further indebtedness by the Borrower in the amount set forth in Item 5 of the First Schedule it being the intent of these presents that until the discharge of the Original Debentures, the Original Debentures together with this Third Supplemental Debenture shall be a continuing security covering the aggregate indebtedness of the Borrower to the Bank to such aggregate as the stamp duty impressed on the Original Debentures and this Third Supplemental Debenture will extend to cover and that the Original Debentures and this Third Supplemental Debenture shall avail the Bank in respect of all present and future indebtedness of the Borrower.

D. The Borrower has agreed to issue this Third Supplemental Debenture on the terms and conditions hereinafter appearing.

Now this DEED WITNESSETH as follows:

Expressions used in this Supplemental Debenture and not otherwise defined shall bear the meanings ascribed to these expressions in the Original Debenture.

1. The Borrower covenants to pay on demand to the Debenture Holder all sums of money as are now or shall from time to time hereafter become owing to the Debenture Holder by the Borrower under and by virtue of the Commitment Letters, the Original Debentures and/or any other Related Documents issued in respect of the Secured Obligations as and when the same shall become due and owing under or by virtue of the said documents.

2. AND FOR BETTER SECURING to the Debenture Holder the payment of the Secured Obligations in manner provided for by the Original Debentures to such aggregate as the stamp duty impressed on the Original Debenture and this Third Supplemental Debenture will extend to cover, the Borrower:

    1. DOTH HEREBY CHARGES to the Debenture Holder as a continuing security for the payment and discharge of the Secured Obligations (including, for the avoidance of doubt, all interest thereon and all liabilities hereby covenanted to be paid and intended to be hereby secured) all the Charged Properties (as described in Item 1 of Second Schedule) ;
    11. DOTH HEREBY ASSIGNS absolutely to the Debenture Holder the rights and benefits described in Item 2 of the Second Schedule.

3. All covenants powers provisions conditions and agreements contained in or implied by or made applicable to the First Demand Debenture shall be applicable to this Supplemental Debenture as fully and effectually as if the same had been set out at length herein and specifically made applicable hereto.

4. This Third Supplemental Debenture shall be impressed in the first instance with stamp duty covering a further indebtedness of the amount set forth in Item 5 of the First Schedule, but the Bank shall be and is hereby empowered at any time or times hereafter without any further license or consent of the Borrower to impress additional stamp duty as is legally required on the Original Debentures and/or hereon covering any sum or sums by which the indebtedness to the Bank may exceed the aggregate indebtedness secured by the Original Debentures and/or this
Third Supplemental Debenture as the stamp duty impressed thereon and hereon will extend to cover it being the intent of these presents that until discharge thereof the Original Debentures and this Third Supplemental Debenture shall be continuing securities covering indebtedness from the Borrower to the Bank to such aggregate as the stamp duty impressed thereon and hereon will extend to cover and shall avail the Bank in respect of all present and future indebtedness of the Borrower.

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FIRST SCHEDULE

Item 1	Date of this Third Supplemental Debenture the 27th day of March 2020
Item 2 The Borrower:	**Ibex Global Jamaica Limited**
Item 3 The Debenture Holder:	**First Global Bank Limited**
Item 4 Existing Indebtedness:	**One Million Three Hundred and Sixty Thousand United States Dollars (US$1,360,000.00); and** **One Million Two Hundred Thousand United States Dollars (US$1,200,000.00)** **Eight Hundred Thousand United States Dollars (US$800,000.00)**
Item 5 Further Indebtedness:	**Two Million Six Hundred and Twenty- One Thousand United States Dollars (US$2,621,000.00).**

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SECOND SCHEDULE

Item 1: Charged Properties

i. by way of first fixed charge, all freehold and leasehold property of **the Company** and all other rights and interest of **the Company** in realty together with all buildings, fixtures (including trade fixtures), and plant (fixed or unfixed) and all machinery, equipment, computers, furniture and furnishings (together with all accessories, spare parts, additions, renewals and replacements from time to time to any of the foregoing) and the full benefit of all warranties and contracts relating to the same, including stock-in-trade of **the Company;**

ii. by way of first fixed charge, all FUTURE freehold and leasehold property of **the Company** and all other future rights and interest of **the Company** in realty together with all buildings, fixtures (including trade fixtures), and future plant (fixed or unfixed) and all future machinery, equipment, computers, furniture and furnishings (together with all accessories, spare parts, additions, renewals and replacement from time to time to, or of any of the foregoing) and the full benefit of all warranties and contracts relating to the same, including stock-in-trade of **the Company;**

iii. by way of first fixed charge, all PRESENT and FUTURE book and other debts and revenues (including, but not limited to, all credit balances and deposits of **the Company** with **the Debenture Holder** or any financial institution), rentals, accounts receivables and securities for money now or from time to time due or owing to or purchased or otherwise acquired by **the Company** and the full benefit of all rights and remedies relating thereto including but not limited to any bills of exchange, promissory notes and other negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, legal and equitable charges and other security, reservations or proprietary rights, rights of tracing, liens, and all other rights and remedies of whatsoever nature in respect of the same, and all bills of lading, warehouse receipts and other documents of title to the goods;

iv. by way of first fixed charge, **the Company's** PRESENT and FUTURE goodwill, uncalled or unpaid capital and the Shares now or hereafter belonging to **the Company** or in which **the Company** has an interest or may subsequently acquire an interest, whether as legal or beneficial owner or otherwise;

v. by way of first fixed charge, all PRESENT and FUTURE rights in Intellectual Property or similar rights now or hereafter belonging to **the Company;**

vi. by way of first fixed charge, all PRESENT and FUTURE contracts or policies of insurance (including life policies) in which **the Company** now or hereafter may have an interest and all moneys from time to time payable thereunder including any refund or premiums;

vii. by way of first fixed charge, all its PRESENT and FUTURE motor vehicles, spare parts and accessories now or hereinafter belonging to **the Company** or in which **the Company** may acquire an interest;

viii. by way of fixed/general charge all its undertaking and other assets, rights and income (both present and future) not otherwise effectively mortgaged, charged or assigned under subparagraphs (i) to (vii) above or Item 2 below.

Item 2: Assigned Benefits

i. the benefit to **the Company** of all rights and claims to which it is now, or may in the future become, entitled in relation to its Charged Properties including (but without limitation) all its rights and claims against all persons who now are or who at any time have been or may become purchasers, lessees, sub-lessees, licensees or occupiers of the whole or any part or parts of its Charged Properties and all guarantors and sureties for the obligations of any such person;

ii. the benefit to **the Company** of all guarantees, letters of support, warranties and representations given or made by, and any rights or remedies to which **the Company** is now or may, in the future, be entitled against, all or any suppliers, professional advisers and Contractors in relation to any of its Charged Properties and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings or other items now or from time to time belonging to **the Company,** and any other person now or from time to time under contract with or under a duty to **the Company** including (without limitation) the right to prosecute in the name of **the Company** any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract, or breach of duty, whether relating to the design, construction, inspection or supervision of the construction of any of its Charged Properties, or to the quality or fitness for use of such plant, machinery, fixtures, fittings and other items or otherwise, and the benefit of all sums recovered in any proceedings against all or any of such persons.

IN WITNESS whereof the Borrower has caused its common seal to be hereunto affixed the day and year first hereinbefore written.

The common seal of IBEX GLOBAL JAMAICA LIMITED	)	
was hereunto put and affixed in the presence of and this Instrument signed by Robert Dechant, Director and Karl Gabel, Director in the presence of	)	/s/ Robert Dechant /s/ Karl Gabel

/s/ Charlotte Kachold

Attorney-at-law/Justice of the Peace
for the parish of:

JAMAICA S.S.

BE IT REMEMBERED that on the day of Two Thousand and Twenty before me the undersigned One of Her Majesty's Justices of the Peace in this Island personally came appeared of in the parish of the subscribing witness to the due execution of the foregoing Debenture who being by me duly sworn made oath and said that he/she was present and saw the Common Seal of **IBEX GLOBAL JAMAICA LIMITED** put and affixed thereto by Secretary/Director of the Company in the presence of Director of the Company as aforesaid and both duly sign the said Debenture and deliver the same as and for the proper act and deed of the Company for the purposes therein mentioned.

Justice of the Peace for the Parish of:

Exhibit 10.28

THE RESOURCE GROUP INTERNATIONAL LIMITED

ETELEQUOTE PLC

ANTHONY SOLAZZO

FORWARD MARCH LIMITED

SHARE TRANSFER AND EXCHANGE AGREEMENT

THIS SHARE TRANSFER AND EXCHANGE AGREEMENT (this "**Agreement**") is made as a Deed, effective as of June 28, 2017.

PARTIES:

(1) **THE RESOURCE GROUP INTERNATIONAL LIMITED**, an exempted company organised and existing under the laws of Bermuda, with Company Registration No. 50201 and having its registered address at Crawford House, 50 Cedar Avenue, Hamilton, Bermuda HM 11 ("**TRGI**");

(2) **ETELEQUOTE PLC**, a public limited company existing under the laws of England and Wales, with Registration No. 08587657 and having its registered address at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT ("**ETQ**");

(3) **ANTHONY SOLAZZO,** an individual with an address of 1520 Gulf Blvd #707 Clearwater FL 33767 USA ("**Solazzo**"); and

(4) **FORWARD MARCH LIMITED**, an exempted company organised and existing under the laws of Bermuda, with Company Registration No. 52347 and having its registered address at Crawford House, 50 Cedar Avenue, Hamilton, Bermuda HM 11 ("**FM**"),

(each a "**Party**" and collectively, the "**Parties**").

BACKGROUND:

(A) Solazzo is the holder of a total of 3,125,000 A ordinary shares in ETQ with a par value of £0.00032 per share (the "**Solazzo ETQ Shares**").

(B) TRGI is the holder of a total of 3,124,000 preferred ordinary shares, 8 B ordinary shares, and 1,562,500 C ordinary shares, each in ETQ and each with a par value of £0.00032 per share (the "**TRGI ETQ Shares**")

(C) Subject to any prior necessary corporate or regulatory approvals (including any prior no-objection or approval of the BMA), Solazzo would like to effect a transfer to FM, and FM would like to accept all of the Solazzo ETQ Shares, in exchange for the issue and allotment by FM of 533,818 fully paid and non-assessable common shares in FM with a par value of US$0.0001 per common share to Solazzo (the "**FM Shares**") (the "**Solazzo Share Transfer and Exchange**").

(D) The Parties are accordingly entering into this Agreement to set out the terms and conditions governing the Share Transfer and Exchange.

TERMS:

The Parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement the following expressions shall have the following meanings:

"**Agreement**"	means this share transfer and exchange agreement, including its schedules (if any);
"**BMA**"	means the Bermuda Monetary Authority;
"**Companies Act**"	means the Companies Act, 1981, as amended, of Bermuda;
"**Completion**"	means the completion of the Solazzo Share Transfer and Exchange, as well as the TRGI Share Transfer, on or by the Completion Date;
"**Completion Date"**	means on or by 30 June, 2017 or such other date as may be agreed between the Parties in writing;
"**Dispute**"	has the meaning given to it in clause 8.9;
"**Encumbrance**"	means any adverse claim or right or third party right or other right or interest, any equity, any option or right of pre-emption or right to acquire or right to restrict, any mortgage, charge, assignment, hypothecation, pledge, lien, encumbrance or security interest or arrangement of whatsoever nature, any reservation-of-title or any hire purchase, lease or instalment purchase agreement;
"**FM Shares**"	has the meaning given to it in Recital (C);
"**Proceedings**"	has the meaning given to it in clause 8.10(a);
"**Solazzo ETQ Shares**"	has the meaning given to it in Recital (A);
"**Solazzo Share Transfer and Exchange**"	has the meaning given to in it Recital (C);

"**TRGI ETQ Shares**"	has the meaning given to it in recital (B); and
"**TRGI Share Transfer**"	has the meaning given to it in clause 4.1.

1.2 **Interpretation**

In this Agreement, unless the context requires otherwise:

(a) the section headings and captions to the clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement;

(b) a reference to a document is a reference to that document as from time to time supplemented or varied;

(c) words importing the singular shall include the plural number and vice versa and words importing a gender shall include each gender;

(d) words and phrases, the definitions of which are contained or referred to in the Companies Act shall be construed as having the meanings thereby attributed to them; and

(e) any reference to any clause, sub-clause or paragraph, shall be a reference to the clause, sub-clause or paragraph, of this Agreement in which the reference occurs unless it is indicated that reference to some other provision is intended.

2. SOLAZZO SHARE TRANSFER

2.1 **Solazzo Share Transfer and Exchange**

Subject to any prior necessary corporate or regulatory approvals (including any prior regulatory no-objection or approval of the BMA), Solazzo agrees to effect the transfer of the Solazzo ETQ Shares to FM and FM agrees to acquire the Solazzo ETQ Shares in exchange for the issue and allotment of the FM Shares, as fully paid and non-assessable shares, by FM to Solazzo, with effect from the Completion and free from any Encumbrances and with the benefit of all accrued rights and advantages attaching or belonging thereto.

3. CONSIDERATION TO SOLAZZO

3.1 Solazzo and FM agree that the issuance of the FM Shares, and the fact of the TRGI Share Transfer occurring, shall be good and sufficient consideration for the transfer of the Solazzo ETQ Shares.

4. **TRANSFER BY TRGI**

TRGI Share Transfer

4.1 Subject to any prior necessary corporate or regulatory approvals (including any prior regulatory no-objection or approval of the BMA), TRGI agrees to effect the transfer of the TRGI ETQ Shares to FM (the "**TRG Share Transfer**").

5. **COMPLETION**

5.1 **Timing**

Completion shall occur on the Completion Date. If Completion does not occur on or by the Completion Date, this Agreement and all obligations, consents, warranties, and covenants arising out of the Agreement shall be null and void.

6. **WARRANTIES AND COVENANTS**

6.1 **Warranties**

(a) Solazzo warrants and represents to the Parties that:

(i) he is the legal and beneficial owner of the Solazzo ETQ Shares, and all such Solazzo ETQ Shares are free of all Encumbrances;

(ii) he has the legal right and full power and authority to execute and deliver, and to exercise his rights and perform his obligations under this Agreement, and further that this Agreement constitutes a valid, legally binding and enforceable obligation on him in accordance with its terms; and

(iii) this Agreement constitutes, and the documents, if any, referred to in this Agreement which are to be executed by him, when executed, will constitute, valid and binding agreements enforceable in accordance with their respective terms.

(b) Each of TRGI, ETQ and FM respectively warrant and represent to each of the Parties that:

(i) each is a company duly incorporated and validly existing under the laws of its incorporation or, if applicable, continuation, and has the power to own its assets and carry on its business as it is being conducted;

(ii) each has the legal right and full power and authority to execute and deliver, and to exercise their rights and perform their obligations under this Agreement, and further that this Agreement constitutes a valid, legally binding and enforceable obligation on each of them in accordance with its terms; and

(iii) this Agreement constitutes, and the documents, if any, referred to in this Agreement which are to be executed by each of them, when executed, will constitute, valid and binding agreements enforceable in accordance with their respective terms.

(c) TRGI warrants and represents to Solazzo that it is the beneficial owner of the TRGI ETQ Shares and such TRGI ETQ Shares are free of all Encumbrances.

(d) FM warrants and represents to Solazzo that upon Completion, FM's issued share capital will be as follows:

(A) 533,818 common shares issued to Solazzo;

(B) 4,749,861 preferred shares issued to TRGI;

(C) 6,856,139 common shares issued to TRGI; and

(D) an additional 360,184 common shares shall be issued, or agreed to be issued, to other person(s).

(e) FM further warrants and represents to Solazzo that, on or by the Completion Date (i) FM's Byelaws and a Certificate of Designation for the preferred shares shall be in the form as attached hereto as **Exhibit A** to this Agreement; and (ii) FM's Stock Option Plan shall be in the form attached hereto as **Exhibit B** to this Agreement.

6.2 **Covenants**

Each Party jointly and severally covenants with the other Parties that he or it shall, and shall procure, so far as is within his or its power of procurement, that all necessary third parties shall likewise, do, execute and perform all such further deeds, documents, assurances, acts and things as either of them, at or after Completion, may reasonably require to give effect to the terms of this Agreement.

7. **ACKNOWLEDGEMENT**

7.1 By signing this Agreement, each of TRGI, ETQ, and FM undertakes:

(a) to perform any action required to give effect to the provisions of this Agreement;

(b) that any resolutions required to be taken by its shareholder or directors to effect Completion have been adopted (whether at a meeting or in writing);

(c) to cancel such certificates as may be returned to it or declared lost as applicable;

(d) to issue new certificates as applicable to reflect the Share Transfer and Exchange;

(e) to update its registers (including its register of members) to reflect the positions following the Share Transfer and Exchange; and

(f) to file all necessary statutory forms and documents with the BMA and all other authorities, if and as required, within the time limits prescribed by applicable law or regulation.

8. MISCELLANEOUS PROVISIONS

8.1 Assignment

No Party may assign its rights or obligations under this Agreement without the prior written consent of all the other Parties.

8.2 Parties Bound

This Agreement shall be binding upon and run for the benefit of the Parties, their successors and permitted assigns.

8.3 Relationship of the Parties

In this Agreement, nothing shall be deemed to:

(a) constitute a partnership between the Parties or any of them; or

(b) make any Party an agent for any other Party, for any purpose whatsoever.

8.4 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter, and except as expressly provided, supersedes all prior representations, writings, negotiations or understandings, with respect to that subject matter, if any.

8.5 Waivers

A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

8.6 **Variations**

No variation of this Agreement shall be effective unless it is made in writing and signed by each of the Parties.

8.7 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

8.8 **Further Assurance**

Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

8.9 **Governing Law**

This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) ("**Dispute**") shall be governed by and construed in accordance with the laws of Bermuda.

8.10 **Jurisdiction**

(a) Each of the Parties to this Agreement irrevocably agrees that the courts of Bermuda are to have exclusive jurisdiction to settle any Dispute and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Agreement (the "**Proceedings**") shall therefore be brought in the courts of Bermuda.

(b) Each of the Parties to this Agreement irrevocably waives any objection to Proceedings in the courts referred to in clause 8.10(a) on the grounds of venue or on the grounds of forum *non conveniens*.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written.

For and on behalf of:

THE RESOURCE GROUP INTERNATIONAL LIMITED

/s/ Mohammed Khaishgi
Signature
Name: Mohammed Khaishgi
Director/Authorised Signatory

For and on behalf of:

ETELEQUOTE PLC

Signed by /s/ Zia Chishti

Signature
Name: Zia Chishti
Director/Authorised Signatory

For and on behalf of:

Signed by /s/ Anthony Solazzo

MR. ANTHONY SOLAZZO, in the presence of:

Signature of witness:	/s/ Pat Costello
Name:	Pat Costello
Address:	1700 Penn Ave, Suite 560 Washington DC 20006
Occupation:	Lawyer

For and on behalf of:

FORWARD MARCH LIMITED

/s/ Zia Chishti
Signature
Name: Zia Chishti
Director/Authorised Signatory

Exhibit 10.29

FORWARD MARCH LIMITED

DGS LIMITED

JEFFREY COX

SHARE TRANSFER AND EXCHANGE AGREEMENT

THIS SHARE TRANSFER AND EXCHANGE AGREEMENT (this "**Agreement**") is made as a Deed, effective as of June 28, 2017.

PARTIES:

(1) **FORWARD MARCH LIMITED**, an exempted company organised and existing under the laws of Bermuda, with Company Registration No. 52347 and having its registered address at Crawford House, 50 Cedar Avenue, Hamilton, Bermuda HM 11 ("**FM**"),

(2) **DGS LIMITED** an exempted company organised and existing under the laws of Bermuda, with Company Registration No. 52345 and having its registered address at Crawford House, 50 Cedar Avenue, Hamilton, Bermuda HM 11 ("**DGS**");

(3) **JEFFREY COX,** an individual with an address of 2572 Saddleback Ct, Castle Rock, CO, 80104-7542 USA ("**JC**"); and

(each a "**Party**" and collectively, the "**Parties**").

BACKGROUND:

(A) JC is the holder of a total of 3,871,836 common shares with a par value of US$0.001 per common share in DGS (the **"DGS Shares").**

(B) Subject to any prior necessary corporate or regulatory approvals (including any prior no-objection or approval of the BMA), JC would like to effect a transfer to FM, and FM would like to accept all of the DGS Shares, in exchange for the issue and allotment by FM of 360,184 fully paid and non-assessable common shares in FM with a par value of US$0.0001 per common share to JC, or his nominee (the "**FM Shares**") (the "**Share Transfer and Exchange**").

(C) The Parties are accordingly entering into this Agreement to set out the terms and conditions governing the Share Transfer and Exchange.

TERMS:

The Parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement the following expressions shall have the following meanings:

"**Agreement**"	means this share transfer and exchange agreement, including its schedules (if any);
"**BMA**"	means the Bermuda Monetary Authority;
"**Companies Act"**	means the Companies Act, 1981, as amended, of Bermuda;
"**Completion**"	means the completion of the Share Transfer and Exchange;
"**Completion Date"**	means on or by 30 June, 2017 or such other date as may be agreed between the Parties in writing;
"**DGS Shares"**	has the meaning given to it in Recital (A);
"**Dispute**"	has the meaning given to it in clause 7.9;
"**Encumbrance**"	means any adverse claim or right or third party right or other right or interest, any equity, any option or right of pre-emption or right to acquire or right to restrict, any mortgage, charge, assignment, hypothecation, pledge, lien, encumbrance or security interest or arrangement of whatsoever nature, any reservation-of-title or any hire purchase, lease or instalment purchase agreement;
"FM Shares"	Has the meaing given to it in Recital (B);
"**Proceedings**"	has the meaning given to it in clause 7.10(a);
"**Share Transfer and Exchange"**	has the meaning given to in it Recital (B);

1.2 **Interpretation**

In this Agreement, unless the context requires otherwise:

(a) the section headings and captions to the clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement;

(b) a reference to a document is a reference to that document as from time to time supplemented or varied;

(c) words importing the singular shall include the plural number and vice versa and words importing a gender shall include each gender;

(d) words and phrases, the definitions of which are contained or referred to in the Companies Act shall be construed as having the meanings thereby attributed to them; and

(e) any reference to any clause, sub-clause or paragraph, shall be a reference to the clause, sub-clause or paragraph, of this Agreement in which the reference occurs unless it is indicated that reference to some other provision is intended.

2. **SHARE TRANSFER AND EXCHANGE**

2.1 Subject to any prior necessary corporate or regulatory approvals (including any prior regulatory no-objection or approval of the BMA), JC agrees to effect the transfer of the DGS Shares to FM and FM agrees to acquire the DGS Shares in exchange for the issue and allotment of the FM Shares, as fully paid and non-assessable shares, by FM to JC, with effect from the Completion and free from any Encumbrances and with the benefit of all accrued rights and advantages attaching or belonging thereto.

3. **CONSIDERATION TO JC**

3.1 JC and FM agree that the issuance of the FM Shares shall be good and sufficient consideration for the transfer of the DGS Shares.

4. **COMPLETION**

4.1 **Timing**

Completion shall occur on the Completion Date. If Completion does not occur on or by the Completion Date, this Agreement and all obligations, consents, warranties, and covenants arising out of the Agreement shall be null and void unless otherwise agreed in writing by the parties.

5. **WARRANTIES AND COVENANTS**

5.1 **Warranties**

(a) JC warrants and represents to the Parties that:

(i) he is the beneficial and legal owner of the DGS Shares and all such DGS Shares are free of all Encumbrances;

(ii) he has the legal right and full power and authority to execute and deliver, and to exercise his rights and perform his obligations under this Agreement, and further that this Agreement constitutes a valid, legally binding and enforceable obligation on him in accordance with its terms; and

(iii) this Agreement constitutes, and the documents, if any, referred to in this Agreement which are to be executed by him, when executed, will constitute, valid and binding agreements enforceable in accordance with their respective terms.

(b) Each of DGS and FM respectively warrant and represent to COX that:

(i) each is a company duly incorporated and validly existing under the laws of its incorporation or, if applicable, continuation, and has the power to own its assets and carry on its business as it is being conducted;

(ii) each has the legal right and full power and authority to execute and deliver, and to exercise their rights and perform their obligations under this Agreement, and further that this Agreement constitutes a valid, legally binding and enforceable obligation on each of them in accordance with its terms; and

(iii) this Agreement constitutes, and the documents, if any, referred to in this Agreement which are to be executed by each of them, when executed, will constitute, valid and binding agreements enforceable in accordance with their respective terms.

(c) FM warrants and represents to JC that upon Completion, FM's issued share capital will be as follows:

(A) 360,184 common shares issued to JC;

(B) 4,749,861 preferred shares issued to TRGI;

(C) 6,856,139 common shares issued to TRGI; and

(D) an additional 533,818 common shares shall be issued, or agreed to be issued, to other person(s).

(d) FM further warrants and represents to JC that, on or by the Completion Date (i) FM's Byelaws and a Certificate of Designation for the preferred shares shall be in the form as attached hereto as **Exhibit A** to this Agreement; and (ii) FM's Stock Option Plan shall be in the form attached hereto as **Exhibit B** to this Agreement.

5.2 **Covenants**

Each Party jointly and severally covenants with the other Parties that he or it shall, and shall procure, so far as is within his or its power of procurement, that all necessary third parties shall likewise, do, execute and perform all such further deeds, documents, assurances, acts and things as either of them, at or after Completion, may reasonably require to give effect to the terms of this Agreement.

6. **ACKNOWLEDGEMENT**

6.1 By signing this Agreement, each of DGS and FM undertakes:

(a) to perform any action required to give effect to the provisions of this Agreement;

(b) that any resolutions required to be taken by its shareholder or directors to effect Completion have been adopted (whether at a meeting or in writing);

(c) to cancel such certificates as may be returned to it or declared lost as applicable;

(d) to issue new certificates as applicable to reflect the Share Transfer and Exchange;

(e) to update its registers (including its register of members) to reflect the positions following the Share Transfer and Exchange; and

(f) to file all necessary statutory forms and documents with the BMA and all other authorities, if and as required, within the time limits prescribed by applicable law or regulation.

7. **MISCELLANEOUS PROVISIONS**

7.1 **Assignment**

No Party may assign its rights or obligations under this Agreement without the prior written consent of all the other Parties.

7.2 **Parties Bound**

This Agreement shall be binding upon and run for the benefit of the Parties, their successors and permitted assigns.

7.3 **Relationship of the Parties**

In this Agreement, nothing shall be deemed to:

(a) constitute a partnership between the Parties or any of them; or

(b) make any Party an agent for any other Party, for any purpose whatsoever.

7.4 **Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter, and except as expressly provided, supersedes all prior representations, writings, negotiations or understandings, with respect to that subject matter, if any.

7.5 **Waivers**

A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

7.6 **Variations**

No variation of this Agreement shall be effective unless it is made in writing and signed by each of the Parties.

7.7 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

7.8 **Further Assurance**

Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

7.9 **Governing Law**

This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) ("**Dispute**") shall be governed by and construed in accordance with the laws of Bermuda.

7.10 **Jurisdiction**

(a) Each of the Parties to this Agreement irrevocably agrees that the courts of Bermuda are to have exclusive jurisdiction to settle any Dispute and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Agreement (the "**Proceedings**") shall therefore be brought in the courts of Bermuda.

(b) Each of the Parties to this Agreement irrevocably waives any objection to Proceedings in the courts referred to in clause 7.10(a) on the grounds of venue or on the grounds of forum *non conveniens*.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written.

For and on behalf of:

THE RESOURCE GROUP INTERNATIONAL LIMITED

/s/ Mohammed Khaishgi

Signature
Name: Mohammed Khaishgi
Director/Authorised Signatory

For and on behalf of:

DIGITAL GLOBE SERVICES, LTD.

Signed by /s/ Mohammed Khaishgi

Signature
Name: Mohammed Khaishgi
Director/Authorised Signatory

For and on behalf of:

Signed by /s/ Jeffrey Cox

MR. JEFFREY COX, in the presence of:

Signature of witness:	/s/ Pat Costello
Name:	Pat Costello
Address:	1700 Pennsylvania Ave, Suite 560 Washington DC 20006
Occupation:	Lawyer

For and on behalf of:

DGS LIMITED

/s/ Zia Chishti

Signature
Name: Zia Chishti
Director/Authorised Signatory

Exhibit 10.30

Profit Share Agreement

This Profit Share Agreement ("Agreement") is made effective as of June 30, 2016 ("Effective Date") by and between DGS Ltd., an exempted Bermuda company ("Company"), and Jeffrey Cox, and individual with a residential address at 2572 Saddleback Ct, Castle Rock, CO, 80104-7542 USA ("Cox").

WHEREAS Cox is the historical owner of 3,871,836 common shares of Digital Globe Services Limited ("DGS Oldco Shares");

WHEREAS, Cox has exchanged his DGS Oldco Shares for 3,871,836 common shares of the Company ("DGS Newco Shares");

WHEREAS, Cox and the Company expect to conclude a further share exchange whereby Cox will exchange his DGS Newco Shares in exchange for the issuance of 360,184 common shares of Forward March Limited, an exempted Bermuda company ("FM")(with such further share exchange being the "Share Exchange").

WHEREAS, upon the conclusion of the Share Exchange, the parties hereto desire to have Cox receive a share of any cash dividends actually paid by the Company to FM (which, following the conclusion of the Share Exchange, will be the owner of 100% of the issued share capital of the Company);

NOW THEREFORE, the parties agree as follows:

1. Services. During the term of Cox's employment with Digital Globe Services Inc., a Delaware company ("DGS US"), Cox shall, upon the Company's request, serve as an executive officer and/or director of the Company, and render duties to the Company associated with such position(s) (collectively, the "Services").

2. Standard of Conduct. In performing any Services, Cox agrees to the following standard of conduct:

   a. Cox shall comply with all written policies of the Company existing as of the Effective Date and as may be later modified or terminated by the Company in the future in its sole discretion ("Company Policies"). All Company Policies will be made available to Cox upon request.

   b. Cox shall at all times comply with all applicable laws and regulations.

3. Fees. In exchange for Cox's provision of Services, Cox shall be entitled to receive a fee equal to 13.93% of any cash dividends actually paid by the Company to FM (the "Fees"). All Fees shall be paid to Cox by the end of the month immediately following the month in which such Fees have been earned under this Agreement.

4. Term and Termination. The "Term" of this Agreement shall commence on the date that the Share Exchange is completed and shall continue until the earlier to occur of: (i) the satisfaction of any dividend preference on preferred shares issued by FM; (ii) the conversion of all preferred shares issued by FM into common shares of FM; (iii) a sale of substantially all the assets of the Company or its direct or indirect subsidiaries to an unaffiliated third party; (iv) a sale of all of the shares held by FM in any of DGS Ltd., IBEX Global Limited, and Etelequote Limited (the "Other Portfolio Companies") to an unaffiliated third party; (v) a sale of substantially all of the assets held by any of the Other Portfolio Companies to an unaffiliated third pary; and (vi) June 30, 2018.

In the event of a termination of this Agreement for any reason, Company shall pay Cox for any Fees that were earned by Contractor up through the termination date in accordance with the terms of Section 4 and shall not be entitled to earn any Fees after the termination date, provided that, if this agreement is terminated pursuant to section 4 (vi), the Company and Cox shall negotiate in good faith a potential extension of the Term of this Agreement.

5. Relationship of the Parties. It is understood by the parties that Cox is an independent contractor with respect to Company, and not an employee of Company. Company will not, by virtue of this Agreement, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Cox or any of its employees, agents, or principals. Cox shall be solely responsible for reporting any Fees received hereunder to the appropriate tax authorities, as well as for the payment of any taxes associated with the payment of such Fees, and shall indemnify and hold harmless the Company against any claim arising out or related to any of the foregoing tax reporting and payment obligations.

6. Miscellaneous.

a. Any notice to be delivered under this Agreement must be sent to the following emails, delivery receipt requested, in order to be deemed a valid written notice under this Agreement. Such notices shall be deemed delivered: (i) as of the date of the delivery receipt; (ii) or, if no delivery receipt is given within 48 hours of sending the email, the date of the second business day after the date of sending:

If to Company:

Pat.costello@trgworld.com

If to Cox:

Jeff.Cox@dgsworld.com

Or to such other address as a party may provide in written notice to the other party.

b. No waiver of any provision of this Agreement shall be effective by the Company unless set forth in a writing executed by the Company. Company may assign this agreement upon providing notice thereof to Cox. All remedies set forth in this Agreement are cumulative to any other remedies a party may have under applicable law. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. The parties agree that all understandings, oral agreements, and representations made prior to the full execution of this Agreement are void and/or are superseded by this Agreement. This Agreement cannot be modified, changed, or amended, except in a writing signed by the parties. This Agreement shall be governed by the laws of the District of Columbia, regardless of conflict of law principles. Contractor hereby consents to the jurisdiction of the federal and state courts of the District of Columbia for any disputes arising out of this Agreement. The parties agree to resolve disputes arising out of or relating to this Agreement pursuant to the Direct Dialogue Program attached hereto as Exhibit A. This Agreement may be executed in counterparts and delivered by electronic mail or facsimile.

IN WITNESS HEREOF, the parties have agreed to enter into this Agreement as of the Effective Date by affixing their signatures as set forth below:

DGS LTD.

/s/ Zia Chishti
Zia Chishti
Director

JEFFREY COX

/s/ Jeffrey Cox

DIRECT DIALOGUE PROGRAM
AND
MUTUAL AGREEMENT TO MEDIATE/ARBITRATE

A New Way to Resolve Workplace Problems

We understand that problems can occur even in the best companies. Our Direct Dialogue Program ("Program") helps us resolve differences together in a timely and objective manner. At the same time, it provides a process that protects your legal rights. At DGS Ltd. (the "Company"), we are committed to building strong working relationships. We do that in many ways, including this Program.

INTERNAL PROCESS

Step 1: Open Communication With Your Direct Contact at the Company

At our company, the door is always open. The Program builds on our foundation of trust by defining a process that encourages you (sometimes referred to herein as "Employee") to first talk to the right person, a person who can help when you have a work-related question or concern. Often, questions you have can be answered quickly if you talk to your direct contact at the Company (here, Zia Chishti, a member of the Board of Directors) as a first step in resolving a work-related problem. Your direct contact wants to keep our company running smoothly, and that includes quickly and fairly addressing any concerns that arise.

Step 2: Communication with the Company's Internal Counsel

If you have already talked with your direct contact and still feel that your question has not been answered to your satisfaction, or if you feel that your direct contact is not the appropriate person to help with a work-related questions or concern, you can request that the internal counsel get involved. Such internal counsel can be contacted by calling 516-305-3839 or emailing pat.costello@trgworld.com. The role of internal counsel here is to facilitate discussion and problem-solving. The internal counsel will listen to your input and seek to find a mutually acceptable resolution, if possible. The internal counsel will not act as your lawyer. The internal counsel is the lawyer for the company.

MEDIATION AND ARBITRATION - GENERAL

What Claims Are Subject to Mediation and Arbitration?

The claims covered by this Program and the Agreement to Arbitrate below ("Agreement") pertain to any disputes arising out of your employment or termination of employment with the Company (including claims against employees, Officers, and Directors of the Company and its affiliates arising out of or related to any disputes, and include, but are not limited to, the following: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, discrimination based on race, gender, sexual orientation, religion, national origin, age, pregnancy, marital status, or medical condition, handicap or disability; including any claims covered by Title VII of the Civil Rights Act of 1964, the ADA, the ADEA, the FMLA and the FLSA); claims for retaliation; physical, mental or psychological injury, (arising out of your employment or termination of employment); claims for benefits (except where an employee benefit or retirement plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violations of local laws governing employment relations; and claims for violation of any other federal, state or other governmental law, statute, regulation, or ordinance, except claims excluded below.

It is specifically agreed that the claims covered by this Program and Agreement include any claims of spouses or descendants of the Employee that would otherwise be covered by this Program and Agreement if it were a claim of the Employee.

Claims Not Covered by this Program and Agreement

The Program and Agreement do not apply to claims for Workers' Compensation Benefits; claims for unemployment benefits; administrative claims before the National Labor Relations Board, the Equal Employment Opportunity Commission or any parallel state or local agency. Participation in any administrative proceeding by the Company shall not affect the applicability of this Program or Agreement upon termination of the administrative proceeding; criminal complaints; and/or actions by the Company for injunctive and/or other equitable relief, including but not limited to claims for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which Employee understands and agrees that the Company may seek and obtain relief from a court of competent jurisdiction.

Filing and Fees

The American Arbitration Association (AAA) charges a fee for filing a request for mediation/arbitration. In addition to this filing fee, a fee must be paid to the mediator/arbitrator for his or her services. *If you request mediation/arbitration, your share of these fees will be 50% of such total fees.* All fee payments are processed through the AAA.

Mediation

The AAA will work with you and the Company to find a time and place that is convenient for all parties to meet as a group or, individually, with the mediator. The mediator will listen to both sides of the story, ask questions and help the parties focus on the strengths and weaknesses of their positions.

Arbitration

If either party has a covered problem that has not been resolved through our internal process, including mediation, the party can request arbitration, which is a process where both you and the Company have an impartial, outside party make a final decision that is binding on you and the Company. Arbitration is a process in which a skilled arbitrator (similar to a judge) hears both sides of the situation and then makes a final and binding decision. Decisions by the arbitrator are generally made according to the same principles of law that control decisions by courts. Arbitrators can award the same damages or remedies as a court of law. By accepting employment and/or continuing your employment with the Company, you agree to be bound by the Agreement to Arbitrate set forth below.

In certain cases, attorney fees and other expenses may be assessed against either you or the Company. For example, the arbitrator may assess attorney fees against you or the Company if either party makes a claim that is frivolous, or is factually or legally groundless, or if there is a written agreement that provides for a payment of attorney fees.

AGREEMENT TO ARBITRATE

A. Mutual Consent

The Company and Employee mutually consent to the resolution, by final and binding arbitration, of any and all claims or controversies ("claim") that the Company may have against Employee or that Employee may have against the Company or its officers, directors, partners, owners, employees or agents in their capacity as such or otherwise, whether or not arising out of the employment relationship (or its termination), including but not limited to, any claims arising out of or related to this Agreement to Arbitrate (this "Agreement") or the breach thereof.

The claims shall be settled exclusively by binding arbitration in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

THE COMPANY AND EMPLOYEE FULLY UNDERSTAND THAT, ABSENT THIS AGREEMENT, LEGAL CLAIMS BETWEEN THEM COULD BE RESOLVED THROUGH THE COURTS AND A JURY, BUT THE PARTIES EXPRESSLY AGREE TO FOREGO THE TRADITIONAL LITIGATION SYSTEM IN FAVOR OF BINDING ARBITRATION.

B. Arbitration Rules and Applicable Law

The Parties agree that the Federal Arbitration Act ("FAA") will govern this Agreement to Arbitrate ("Agreement") and the interpretation and enforcement of the arbitration proceeding, including any actions to compel, enforce, vacate, or confirm proceedings, awards or orders issued by the Arbitrator. Proceedings under this Agreement will be administered by the AAA pursuant to its National Rules for the Resolution of Employment Disputes, except as provided in this Agreement. Except as provided in this Agreement or the AAA rules, the Arbitrator shall apply the state or federal law which would be applied by a federal court of competent jurisdiction, including laws establishing burdens of proof. This Agreement does not enlarge substantive rights of either party available under existing law.

C. Initiation of Arbitration and Time Limits

A party may initiate arbitration proceedings under this Agreement by serving a written Request for Arbitration on AAA forms. The Request for Arbitration must describe the nature of the dispute and the specific remedy sought, and must be simultaneously mailed to all other parties to the dispute. Alternatively, employees of the Company may initiate arbitration proceedings by submitting a written Request for Arbitration (see attached form) to the Company's internal counsel, who will promptly forward the Request to AAA. A Request for Arbitration must be filed within one (1) year of the date when the dispute first arose, unless the claim arises under a specific statute providing for a longer time to file a claim, in which case the statute shall govern. Any failure to timely request arbitration constitutes a complete waiver of all rights to raise any claims in any forum relating to any dispute that was subject to arbitration. The time limitations in this paragraph are not subject to any type of tolling.

D. The Arbitrator

All disputes will be resolved by a single Arbitrator selected from a list provided by AAA pursuant to AAA rules. The Arbitrator has the authority to rule on any motions regarding discovery or the pleadings, including motions to dismiss and for summary judgment, and, in doing so, shall apply the standards set forth in the Federal Rules of Civil Procedure, and to order any and all equitable or legal relief which a party could obtain from a court of competent jurisdiction on the basis of the claims made in the dispute. The arbitrator shall have no power to vary or ignore the terms of this Agreement and shall be bound by controlling law and the Federal Rules of Evidence.

E. Hearing Location

Unless the parties agree otherwise in writing, the hearing shall take place at the Company's executive offices.

F. Arbitration Fees and Costs

The parties shall be responsible for their own attorneys' fees, witness fees, transcripts, copy costs, postponement/cancellation fees, travel and discovery costs. In addition, each party shall be responsible for 50% of the total fees due to the AAA.

G. Severability

In the event that any provision of this Agreement is determined by the Arbitrator or by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, such provision shall be enforced to the extent permissible under the law and all remaining provisions of this Agreement shall remain in full force and effect.

H. Miscellaneous Provisions

1. The parties understand and agree that their promises to arbitrate claims, rather than to litigate them before courts or other bodies, provide consideration for each other.

2. This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified in writing signed by the parties, which specifically states intent to revoke or modified this Agreement. Only the Board of the Company can revoke or modify this Agreement on behalf of the Company.

3. Notwithstanding anything to the contrary herein, to the extent that a party seeks to subpoena, or otherwise legally compel, a third party for information or testimony, and if such third party is an actual, past, or prospective customer of the Company or its affiliates, or is an employee, officer, or director of such customer, then no subpoena or other legal process may be issued to such third party unless: (1) the Company and Employee agree in writing to issue the subpoena or legal process; or (2) upon written motion from the party seeking to issue the subpoena or legal process, in which motion the petitioning party shall have the burden of persuasion and the burden of proof, the Arbitrator finds good cause to issue such subpoena or legal process.

4. This is the complete Agreement of the parties on the subject of arbitration of disputes, except for any arbitration agreement in connection with any retirement or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject.

5. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this Agreement in any way alter the "at will" nature of the employment relationship, which either party remains free to terminate at any time with or without cause or notice.

DIRECT DIALOGUE PROGRAM
REQUEST FOR MEDIATION/ARBITRATION

Please Type or Print

1.

Name: _____

Address: _____

Telephone: _____

NOTE: **All correspondence concerning this matter will be sent to you at this address.**

For the following questions, please use additional pages if necessary in order to provide complete information. Please place an asterisk indicating where a response is continued to an accompanying page.

2. NATURE OF CLAIM/What problem has occurred?

3. RIGHTS/Are there specific rights that you feel have been violated?

4. RELEVANT FACTS/What happened to cause the problem?

5. WITNESSES/Please name every person who has knowledge of the relevant facts.

REQUEST FOR (Check one): MEDIATION _____ARBITRATION _____

6. REMEDY SOUGHT/What relief do you believe you are entitled to?

7. SIGNATURE

I affirm that the information provided above is true and accurate.

Date: _____Signature: _____
If you are requesting arbitration and have an attorney (optional) in this matter, please provide the following information:

Attorney's Name: _____

Address: _____

_____

Telephone: _____

NOTICE: This Request for Mediation/Arbitration must be filed with the Company's Internal Counsel by mail and email to:

Pat Costello
Internal Counsel
DGS LTD. c/o
TRG HOLDINGS LLC
1700 Pennsylvania Avenue, Suite 560
Washington DC 20006 USA
Pat.costello@trgworld.com

Date Request received by Internal Counsel: _____

Exhibit 10.31

FIRST AMENDMENT TO
PROFIT SHARE AGREEMENT

This First Amendment ("First Amendment") is entered into as of November 1, 2017 ("First Amendment Effective Date") to amend the Profit Share Agreement ("Agreement") dated June 30, 2017, (the "Agreement") between DGS Ltd. (the "Company") and Jeffrey Cox ("Cox").

1. Definitions. All capitalized terms not defined herein shall have their meaning as defined in the Agreement.

2. Amendments. The parties hereby agree to replace "13.93%" in Section 3 of the Agreement with "16.18%".

3. Miscellaneous. This First Amendment, together with the Agreement, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements or representations regarding the same. Except as set forth in this First Amendment, all terms of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties agree to this First Amendment as of the First Amendment Effective Date:

DGS Ltd.

/s/ Mohammed Khaishgi
Mohammed Khaishgi
Director

Jeffrey Cox

/s/ Jeffrey Cox

Exhibit 10.32

Profit Share Agreement

This Profit Share Agreement ("Agreement") is made effective as of June 30, 2019 ("Effective Date") by and between DGS Ltd. an exempted Bermuda company ("Company"), and Jeffery Cox, an individual with a residential address at 2572 Saddleback Ct., Castle Rock, CO, 80104-7542 USA ("Cox).

WHEREAS, pursuant to a share exchange in 2016 whereby Cox exchanged his shares in Digital Globe Services Limited ("DGS Oldco Shares") for 3,871,836 common shares of the Company ("DGS Newco Shares") and further exchanged his DGS Newco Shares in exchange for the issuance of 322,599 common shares of Ibex Holdings Limited, an exempted Bermuda company ("Ibex") who is the owner of 100% of the issued share capital of the Company; and

WHEREAS, the parties hereto desire to have Cox receive a share of any cash dividends actually paid by the Company to Ibex;

NOW THEREFORE, the parties agree as follows:

1. Services. During the term of Cox's employment with Digital Globe Services Inc., a Delaware company ("DGS US"), Cox shall, upon the Company's request, serve as an executive officer and/or director of the Company, and render duties to the Company associated with such position (s) (collectively, the "Services").

2. Standard of Conduct. In performing any Services, Cox agrees to the following standard of conduct:

    a. Cox shall comply with all written policies of the Company existing as of the Effective Date and as may be later modified or terminated by the Company in the future in its sole discretion ("Company Policies"). All Company Policies will be made available to Cox upon request.

    b. Cox shall at all times comply with all applicable laws and regulations.

3. Fees. In exchange for Cox's provision of Services, Cox shall be entitled to receive a fee equal to 16.18% of any cash dividends actually paid by the Company to Ibex (the "Fees"). All Fees shall be paid to Cox by the end of the month immediately following the month in which such Fees have been earned under this Agreement.

4. Term and Termination. The "Term" of this Agreement shall commence on July 1, 2019 and shall continue until the earlier to occur of: (i) the satisfaction of any dividend preference on preferred shares issued by Ibex; (ii) the conversion of all preferred shares issued by Ibex into common shares of Ibex; (iii) a sale of substantially all the assets of the Company or its direct or indirect subsidiaries to an unaffiliated third party; (iv) a sale of all of the shares held by Ibex in any of DGS Ltd., and IBEX Global Limited (the "Other Portfolio Companies") to an unaffiliated third party; (v) a sale of substantially all of the assets held by any of the Other Portfolio Companies to an unaffiliated third party; and (vi) June 30, 2020.

In the event of a termination of this Agreement for any reason, Company shall pay Cox for any Fees that were earned by Contractor up through the termination date in accordance with the terms of Section 4 and shall not be entitled to earn any Fees after the termination date, provided that, if this agreement is terminated pursuant to Section 4 (iv), the Company and Cox shall negotiate in good faith a potential extension of the Term of this Agreement.

5. Relationship of the Parties. It is understood by the parties that Cox is an independent contractor with respect to the Company, and not an employee of Company. Company will not, by virtue of this Agreement, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Cox, or any of its employees, agents, or principals. Cox shall be solely responsible for reporting any Fees received hereunder to the appropriate tax authorities, as well as for the payment of any taxes associated with the payment of such Fees, and shall indemnify and hold harmless the Company against any claim arising out or related to any of the foregoing tax reporting and payment obligations.

6. Miscellaneous.

   a. Any notice to be delivered under this Agreement must be sent to the following emails, delivery receipt requested, in order to be deemed a valid written notice under this Agreement. Such notices shall be deemed delivered: (i) as of the date of the delivery receipt; (ii)or, if no delivery receipt is given within 48 hours of sending the email, the date of the second business day after the date of sending:

      If to Company: christy.oconnor@ibex.co

      If to Cox: Jeff.cox@dgsworld.com

      Or to such other address as a party may provide in written notice to the other party.

   b. No waiver of any provision of this Agreement shall be effective by the Company unless set forth in a writing executed by the Company. Company may assign this agreement upon providing notice thereof to Cox. All remedies in this Agreement are cumulative to any other remedies a party may have under applicable law. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. The parties agree that all understandings, oral agreements, and representations made prior to the full execution of this Agreement are void and/or are superseded by this Agreement. This Agreement cannot be modified, changed, or amended, except in writing signed by the parties. This Agreement shall be governed by the laws of the District of Columbia, regardless of conflict of law princsiples. Contractor hereby consents to the jurisdiction of the federal and state courts of the District of Columbia for any disputes arising out of this Agreement. The parties agree to resolve disputes arising out of or relating to this Agreement pursuant to the Direct Dialogue Program attached hereto as Exhibit A. This Agreement may be executed in counterparts and delivered by electronic mail or facsimile.

IN WITNESS HEREOF, the parties have agreed to enter into this Agreement as of the Effective Date by affixing their signatures as set forth below:

DGS LTD.

/s/ Mohammed Khaishgi

JEFFREY COX

/s/Jeffrey Cox

Exhibit 10.33

DATED: June 26, 2019

(1) IBEX Holdings Limited

and

(2) The Resource Group International Limited

SHARE SALE AND PURCHASE AGREEMENT

in relation to

Etelequote Limited

Crawford House
50 Cedar Avenue
Hamilton, HM 11
Bermuda

THIS AGREEMENT is executed as a deed as of June 26, 2019.

BETWEEN:

1. **IBEX Holdings Limited**, an exempted company incorporated and existing under the laws of Bermuda with registration number 52347, having a registered office at Crawford House, 50 Cedar Avenue, Hamilton HM11, Bermuda (the "**Seller**"); and

2. **The Resource Group International Limited**, an exempted company incorporated and existing under the laws of Bermuda with registration number 50201, having a registered office at Crawford House, 50 Cedar Avenue, Hamilton HM11, Bermuda (the "**Buyer**").

INTRODUCTION

(A) The Buyer is the parent company of the Seller.

(B) The Seller owns the Sale Shares; and

(C) As part of a group reorganisation, the Seller wishes to sell and the Buyer wishes to purchase the Sale Shares on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION

1.1 In this Agreement the following definitions shall apply:

"Aggregate Remaining Class C Preference Amount"	has the meaning given to it in the Certificate of Designation, Preferences and Rights of Series C Convertible Preferen Shares relating to the Seller adopted on 21 December 2018;
"Agreement"	this Share Sale and Purchase Agreement and its Schedules;
"**ASW**"	ASW Law Limited;
"Business Day"	any day (other than a Saturday or Sunday) on which banks are generally open for business in Bermuda for the transacti of normal banking business;
"Company"	Etelequote Limited, an exempted limited company incorporated and existing under the laws of Bermuda with registrati number 52346;
"Closing"	the closing of the sale and purchase of the Sale Shares pursuant to clause 4;
"**Closing Date**"	the date on which Closing occurs, being the date of this Agreement;
"Encumbrance"	any mortgage, charge, pledge, lien, hypothecation, option, restriction, right of pre-emption, assignment by way security, reservation of title, trust, set-off, claim, third party interest or right (legal or equitable) or other encumbrance security interest of any kind however created or arising and any other agreement or arrangement (including a sale and r purchase arrangement) having similar effect;
"Purchase Price"	the purchase price for the Sale Shares set out in clause 3;
"Sale Shares"	7,813,493 common shares of par value US$0.0001 each in the capital of the Company;
"Schedule"	a schedule to this Agreement;
"**Side Letter**"	the side letter dated as of the date hereof by the Buyer, Anthony Solazzo, and Jeffrey Cox in the form attached as set for in **Exhibit A**;
US$"	United States Dollar; and
"Warranties"	the representations and warranties set out in clause 5 and **"Warranty"** means any of them.

1.2 A reference to a **"party"** is a reference to a party to this Agreement and includes its assignees (if any) and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his or her estate and personal representatives.

1.3 Words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include firms and corporations and vice versa.

1.4 Headings in this Agreement and in the Schedules are inserted for ease of reference only and do not affect the construction of this Agreement.

2 AGREEMENT TO SELL THE SALE SHARES

The Seller shall sell and the Buyer shall purchase the Sale Shares with effect from Closing free from all and any Encumbrance and together with all rights attaching to the Sale Shares and all dividends and distributions declared, paid or made by the Company on or after Closing.

3 PURCHASE PRICE

The purchase price for the Sale Shares is US$47,900,000.00 (the "**Purchase Price**") which shall be satisfied by the Buyer waiving its entitlement to the Aggregate Remaining Series C Preference Amount in an amount equivalent to the Purchase Price.

4 CLOSING

4.1 Date and Place

Closing shall take place on the Closing Date as soon as practicable following the signing of this Agreement at the offices of ASW, Crawford House, 50 Cedar Avenue, Hamilton, Bermuda.

4.2 Seller's Obligations

At Closing, the Seller shall deliver to the Buyer:

(a) a duly executed share transfer form for the transfer of the Sale Shares in favour of the Buyer;

(b) a copy of the resolutions of the board of directors of the Seller approving the Seller's entry into this agreement and related documents;

(c) a copy of the resolutions of the board of directors of the Company approving the transfer of the Sale Shares in favour of the Buyer; and

(d) a copy of the updated register of members of the Company reflecting the transfer of the Sale Shares.

4.3 **Buyer's Obligations**

At Closing, the Buyer shall deliver to the Seller:

(a) a duly executed share transfer form for the transfer of the Sale Shares;

(b) the Side Letter, duly executed by the Buyer, Anthony Solazzo and Jeffrey Cox; and

(c) a copy of the resolutions of the board of directors of the Seller approving the Seller's entry into this agreement and related documents.

5 REPRESENTATIONS AND WARRANTIES

5.1 The Seller warrants and represents to the Buyers that:

(a) the Company is an exempted company duly incorporated under the Companies Act 1981, as amended, on 28 February 2017 under registration number 52346 and is validly existing and in good standing under the laws of Bermuda;

(b) the authorized capital of the Company consists of US$12,000 divided into 118,461,538 common shares of par value US$0.0001 each and 1,538,462 senior preferred shares of par value US$0.0001 each, of which the Sale Shares comprise all of the common shares issued and outstanding and 1,079,137.18 senior preferred shares are issued and outstanding, and the Sale Shares have been duly authorized and validly issued and are fully paid and non-assessable (the term "non-assessable" for the purposes of this Agreement means that no further sums are required to be paid by the Seller to the Company in connection with the issue of such shares);

(c) the Seller has all requisite power and authority to enter into and perform this Agreement and the other documents to be entered into by it under its terms, including without limitation, the Side Letter and any requisite instrument of transfer or other transaction document;

(d) this Agreement and the other documents to be entered into by the Seller under its terms constitute (or shall constitute when executed) valid, legal and binding obligations on the Seller enforceable on the terms of this Agreement and such other documents;

(e) compliance with the terms of this Agreement and the documents referred to in it shall not breach or constitute a default under any of the following:

(i) any agreement or instrument to which any of the Seller is a party or by which it is bound; or

(ii) any order, judgment, decree or other restriction applicable to the Seller;

(f) the Seller is the sole legal and beneficial owner of the Sale Shares; and

(g) the Sale Shares are free from all Encumbrances and there is no agreement or commitment given to create an Encumbrance affecting the Sale Shares.

5.2 Each of the Warranties is separate and is not limited by reference to any other Warranty or any other provision in this Agreement.

5.3 The liability of the Seller to the Buyer in respect of any breach of the Warranties shall not in total exceed the Purchase Price.

6 GENERAL

6.1 Notice

(a) All notices, requests, demands or other communications provided for herein shall be in writing and shall be addressed to the parties at their respective addresses listed in the recitals to this Agreement or addresses as the relevant party shall designate as to itself from time to time in a writing delivered in like manner.

(b) Any notice is to be hand-delivered, electronically mailed, or sent overnight by prepaid recognized national courier service, and will be deemed to have been received: (i) if hand delivered, at the time of delivery; (ii) if sent by electronic mail, at the time of confirmed transmission; and (iii) if sent by prepaid courier, three (3) days after posting.

6.2 Costs

Each of the parties shall bear their own legal, accountancy and other costs, charges and expenses connected with the sale and purchase of the Sale Shares.

6.3 Entire Agreement

6.3.1 Each party acknowledges and agrees with the other that:

a) this Agreement together with any documents referred to in this Agreement (together the "**Transaction Documents**") constitute the entire and only agreement between the parties relating to the subject matter of the Transaction Documents; and

b) it has not been induced to enter into any Transaction Document in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in the Transaction Documents.

6.3.2 Nothing in this clause 6.2 shall, however, operate to limit or exclude any liability for fraud.

6.4 **Confidentiality**

Each of the parties agrees that, unless otherwise required by law, regulation, or legal, judicial or administrative process or proceedings, the existence, scope and terms of this Agreement, and any information supplied hereunder or contained herein (collectively referred to as the "**Proprietary Information**"), is proprietary, will be kept confidential and, without the consent of the other party hereto (or, in the case of information supplied hereunder, the consent of the party supplying such information), may be disclosed only to those persons within the organizations of each of the parties, their respective counsel and other advisors who need to know of such Proprietary Information for the purposes of effecting the transactions contemplated hereby. Such person, counsel and other advisors shall be advised of the obligation to protect the Proprietary Information hereunder and shall agree, prior to receiving the Proprietary Information, to maintain its confidentiality. Notwithstanding the foregoing, Proprietary Information shall not include information already in the public domain at the time of its disclosure by a party hereto. The provisions of this clause shall survive termination of this Agreement.

6.5 **Severability**

If any section, term, provision, or clause thereof in this Agreement is found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, such invalid, void or otherwise unenforceable provision shall be replaced by another provision, as negotiated in good faith between the Parties, which is as similar as possible in terms to such invalid, void or otherwise unenforceable provision but is valid and enforceable and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.6 **Waiver**

The failure of either party to enforce at any time a clause or part thereof of this Agreement, or the failure to require at any time performance by the other party of a clause or part thereof of this Agreement, shall in no way constitute present or future waiver of such clause or part thereof, nor in any way affect the validity of any party to enforce each and every clause of this Agreement.

6.7 **Variation**

No variations to this Agreement shall be effective unless made in writing and executed by both parties to this Agreement.

6.8 **Counterparts**

This Agreement may be executed in any number of counterparts which together shall constitute one agreement. Each party may enter into this Agreement by executing a counterpart and this Agreement shall not take effect until it has been executed by both parties.

6.9 **Further Assurance**

The Seller and the Buyer shall each execute or procure the execution of all documents, assurances, acts, matters and things to give full effect to this Agreement.

6.10 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Bermuda without recourse to its conflicts of law principles and shall be subject to the exclusive jurisdiction of the Bermuda courts.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS of which this document has been duly executed and delivered as a deed on the date stated at the beginning of this Agreement.

The Seller:

\s\ Mohammed Khaisghi

Name: Mohammed Khaishgi
Title: Director
For and on behalf of
Etelequote Limited

The Buyer:

\s\ Mohammed Khaishgi

Name: Mohammed Khaishgi
Title: Director
For and on behalf of
The Resource Group International Limited

Exhibit 10.34

IBEX HOLDINGS LIMITED
AMENDED 2017 STOCK PLAN

1. **Purposes of the Plan.** The purposes of this Amended 2017 Stock Plan are to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to Employees and Consultants, and to promote the success of the Company's business. Options granted under the Plan may be Incentive Stock Options or Nonstatutory Stock Options, as determined by the Administrator at the time of grant of an Option and subject to the applicable provisions of Section 422 of the Code and the regulations promulgated thereunder. Restricted Stock may also be granted under the Plan.

2. **Definitions.** As used herein, the following definitions shall apply:

(a) **"Administrator"** means the Board or a Committee.

(b) **"Affiliate"** means (i) an entity other than a Subsidiary which, together with the Company, is under common control of a third person or entity and (ii) an entity other than a Subsidiary in which the Company and /or one or more Subsidiaries own a controlling interest.

(c) **"Applicable Laws"** means all applicable laws, rules, regulations and requirements, including, but not limited to, all applicable U.S. federal or state laws, any Stock Exchange rules or regulations, and the applicable laws, rules or regulations of any other country or jurisdiction where Options or Restricted Stock are granted under the Plan or Participants reside or provide services, as such laws, rules, and regulations shall be in effect from time to time.

(d) **"Award"** means any award of an Option or Restricted Stock under the Plan.

(e) **"Board"** means the Board of Directors of the Company.

(f) **"California Participant"** means a Participant whose Award is issued in reliance on Section 25102(o) of the California Corporations Code.

(g) **"Cashless Exercise"** means a program approved by the Administrator in which payment of the Option exercise price or tax withholding obligations or other required deductions may be satisfied, in whole or in part, with Shares subject to the Option, including by delivery of an irrevocable direction to a securities broker (on a form prescribed by the Company) to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of such amount.

(h) **"Cause"** for termination of a Participant's Continuous Service Status will exist (unless another definition is provided in an applicable Option Agreement, Restricted Stock Purchase Agreement, employment agreement or other applicable written agreement, in which such cause shall be "Cause" hereunder) if the Participant's Continuous Service Status is terminated for any of the following reasons: (i) any material breach by Participant of any written agreement between Participant and the Company and, where the breach is curable as determined in the Board's discretion, Participant's failure to cure such breach within 10 days after receiving written notice thereof; (ii) any failure by Participant to comply with the Company's written policies or rules as they may be in effect from time to time; (iii) neglect or persistent unsatisfactory performance of Participant's duties, as determined in the Board's discretion; (iv) Participant's repeated failure to follow reasonable and lawful instructions from the Board or Chief Executive Officer, as applicable; (v) Participant's conviction of, or plea of guilty or nolo contendre to, any felony or crime that results in, or which the Board determines in its reasonable discretion is expected to result in, damage to the business or reputation of the Company; (vi) Participant's commission of or participation in an act of fraud or intentional misconduct against the Company; (vii) Participant's intentional damage to the Company's business, property or reputation; or (viii) Participant's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of non disclosure as a result of his or her relationship with the Company. For purposes of clarity, a termination without "Cause" does not include any termination that occurs as a result of Participant's death or Disability. The determination as to whether a Participant's Continuous Service Status has been terminated for Cause shall be made in good faith by the Company and shall be final and binding on the Participant. The foregoing definition does not in any way limit the Company's ability to terminate a Participant's employment or consulting relationship at any time, and the term "Company" will be interpreted to include any Subsidiary, Parent, Affiliate, or any successor thereto, if appropriate. Where written notice is required under this subsection (h), written notice transmitted by email to a Participant's email account (whether a personal or work email account) shall suffice and be deemed delivered upon the sending of the email.

(i) **"Change of Control"** means (i) a sale of all or substantially all of the Company's assets other than to an Excluded Entity (as defined below), (ii) an amalgamation, merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, limited liability company or other entity other than an Excluded Entity, or (iii) the consummation of a transaction, or series of related transactions, in which any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of all of the Company's then outstanding voting securities.

Notwithstanding the foregoing, a transaction shall not constitute a Change of Control if its purpose is to (A) change the jurisdiction of the Company's incorporation, (B) create a holding company that will be owned in substantially the same proportions by the persons who hold the Company's securities immediately before such transaction, or (C) obtain funding for the Company in a financing that is approved by the Company's Board. An "Excluded Entity" means a corporation or other entity of which the holders of voting capital stock of the Company outstanding immediately prior to such transaction are the direct or indirect holders of voting securities representing at least a majority of the votes entitled to be cast by all of such corporation's or other entity's voting securities outstanding immediately after such transaction.

(j) **"Code"** means the Internal Revenue Code of 1986, as amended.

(k) **"Committee"** means one or more committees or subcommittees of the Board consisting of two (2) or more Directors (or such lesser or greater number of Directors as shall constitute the minimum number permitted by Applicable Laws to establish a committee or sub-committee of the Board) appointed by the Board to administer the Plan in accordance with Section 4 below.

(l) **"Common Stock"** means the Company's common shares having a par value of US $0.0001 per share, as adjusted in accordance with Section 11 below.

(m) **"Company"** means IBEX Holdings Limited (f/k/a Forward March Limited), an exempted Bermuda company.

(n) **"Consultant"** means any person or entity, including an advisor but not an Employee, that renders, or has rendered, services to the Company, or any Parent, Subsidiary or Affiliate and is compensated for such services, and any Director whether compensated for such services or not.

(o) **"Continuous Service Status"** means the absence of any interruption or termination of service as an Employee or Consultant. Continuous Service Status as an Employee or Consultant shall not be considered interrupted or terminated in the case of: (i) Company approved sick leave; (ii) military leave; (iii) any other bona fide leave of absence approved by the Company, provided that, if an Employee is holding an Incentive Stock Option and such leave exceeds 3 months, such Employee's service as an Employee shall be deemed terminated on the 1st day following such 3-month period and the Incentive Stock Option shall thereafter automatically become a Nonstatutory Stock Option in accordance with Applicable Laws, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to a written Company policy. Also, Continuous Service Status as an Employee or Consultant shall not be considered interrupted or terminated in the case of a transfer between locations of the Company or between the Company, its Parents, Subsidiaries or Affiliates, or their respective successors, or a change in status from an Employee to a Consultant or from a Consultant to an Employee.

(p) **"Director"** means a member of the Board.

(q) **"Disability"** means "disability" within the meaning of Section 22(e)(3) of the Code.

(r) **"Employee"** means any person employed by the Company, or any Parent, Subsidiary or Affiliate, with the status of employment determined pursuant to such factors as are deemed appropriate by the Company in its sole discretion, subject to any requirements of Applicable Laws, including the Code. The payment by the Company of a director's fee shall not be sufficient to constitute "employment" of such director by the Company or any Parent, Subsidiary or Affiliate.

(s) **"Exchange Act"** means the Securities Exchange Act of 1934, as amended.

(t) **"Fair Market Value"** means, as of any date, the per share fair market value of the Common Stock, as determined by the Administrator in good faith on such basis as it deems appropriate and applied consistently with respect to Participants. Whenever possible, the determination of Fair Market Value shall be based upon the per share closing price for the Shares as reported in The Wall Street Journal for the applicable date.

(u) **"Family Members"** means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in- law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Participant, any person sharing the Participant's household (other than a tenant or employee), a trust in which these persons (or the Participant) have more than 50% of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than 50% of the voting interests.

(v) **"Incentive Stock Option"** means an Option intended to, and which does, in fact, qualify as an incentive stock option within the meaning of Section 422 of the Code.

(w) **"Involuntary Termination"** means (unless another definition is provided in the applicable Option Agreement, Restricted Stock Purchase Agreement, employment agreement or other applicable written agreement) the termination of a Participant's Continuous Service Status other than for (i) death, (ii) Disability or (iii) for Cause by the Company or a Parent, Subsidiary, Affiliate or successor thereto, as appropriate.

(x) "**Listed Security**" means any security of the Company that is listed or approved for listing on a national securities exchange or designated or approved for designation as a national market system security on an interdealer quotation system by the Financial Industry Regulatory Authority (or any successor thereto).

(y) **"Nonstatutory Stock Option"** means an Option that is not intended to, or does not, in fact, qualify as an Incentive Stock Option.

(z) **"Option"** means a stock option granted pursuant to the Plan.

(aa) **"Option Agreement"** means a written document, the form(s) of which shall be approved from time to time by the Administrator, reflecting the terms of an Option granted under the Plan and includes any documents attached to or incorporated into such Option Agreement, including, but not limited to, a notice of stock option grant and a form of exercise notice.

(bb) **"Option Exchange Program"** means a program approved by the Administrator whereby outstanding Options (i) are exchanged for Options with a lower exercise price, Restricted Stock, cash or other property or (ii) are amended to decrease the exercise price as a result of a decline in the Fair Market Value.

(cc) **"Optioned Stock"** means Shares that are subject to an Option or that were issued pursuant to the exercise of an Option.

(dd) **"Optionee"** means an Employee or Consultant who receives an Option.

(ee) **"Parent"** means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if, at the time of grant of the Award, each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

(ff) **"Participant"** means any holder of one or more Awards or Shares issued pursuant to an Award.

(gg) **"Plan"** means this Amended 2017 Stock Plan.

(hh) **"Restricted Stock"** means Shares acquired pursuant to a right to purchase or receive Common Stock granted pursuant to Section 8 below.

(ii) **"Restricted Stock Purchase Agreement"** means a written document, the form(s) of which shall be approved from time to time by the Administrator, reflecting the terms of Restricted Stock granted under the Plan and includes any documents attached to such agreement.

(jj) **"Rule 16b-3"** means Rule 16b-3 promulgated under the Exchange Act, as amended from time to time, or any successor provision.

(kk) **"Share"** means a share of Common Stock, as adjusted in accordance with Section 11 below.

(ll) **"Stock Exchange"** means any stock exchange or consolidated stock price reporting system on which prices for the Common Stock are quoted at any given time.

(mm) **"Subsidiary"** means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of grant of the Award, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

(nn) **"Ten Percent Holder"** means a person who owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Parent or Subsidiary measured as of an Award's date of grant.

3. **Stock Subject to the Plan.** Subject to the provisions of Section 11 below, the maximum aggregate number of Shares that may be issued under the Plan is 2,857,498 Shares, all of which Shares may be issued under the Plan pursuant to Incentive Stock Options. The Shares issued under the Plan may be authorized, but unissued, or reacquired Shares. If an Award should expire or become unexercisable for any reason without having been exercised in full, or is surrendered pursuant to an Option Exchange Program, the unpurchased Shares that were subject thereto shall, unless the Plan shall have been terminated, become available for future grant under the Plan. In addition, any Shares which are retained by the Company upon exercise of an Award in order to satisfy the exercise or purchase price for such Award or any withholding taxes due with respect to such Award shall be treated as not issued and shall continue to be available under the Plan and Shares issued under the Plan and later forfeited to the Company due to the failure to vest or repurchased by the Company at the original purchase price paid to the Company for the Shares (including, without limitation, upon forfeiture to or repurchase by the Company in connection with the termination of a Participant's Continuous Service Status) shall again be available for future grant under the Plan.

4. Administration of the Plan.

(a) **General.** The Plan shall be administered by the Board, a Committee appointed by the Board, or any combination thereof, as determined by the Board. The Plan may be administered by different administrative bodies with respect to different classes of Participants and, if permitted by Applicable Laws, the Board may authorize one or more officers of the Company to make Awards under the Plan to Employees and Consultants (who are not subject to Section 16 of the Exchange Act) within parameters specified by the Board.

(b) **Committee Composition.** If a Committee has been appointed pursuant to this Section 4, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. From time to time the Board may increase the size of any Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies (however caused) and dissolve a Committee and thereafter directly administer the Plan, all to the extent permitted by Applicable Laws and, in the case of a Committee administering the Plan in accordance with the requirements of Rule 16b-3 or Section 162(m) of the Code, to the extent permitted or required by such provisions.

(c) **Powers of the Administrator.** Subject to the provisions of the Plan and, in the case of a Committee, the specific duties delegated by the Board to such Committee, the Administrator shall have the authority, in its sole discretion:

(i) to determine the Fair Market Value in accordance with Section 2(t) above, provided that such determination shall be applied consistently with respect to Participants under the Plan;

(ii) to select the Employees and Consultants to whom Awards may from time to time be granted;

(iii) to determine the number of Shares to be covered by each Award;

(iv) to approve the form(s) of agreement(s) and other related documents used under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder, which terms and conditions include but are not limited to the exercise or purchase price, the time or times when Awards may vest and/or be exercised (which may be based on performance criteria), the circumstances (if any) when vesting will be accelerated or forfeiture restrictions will be waived, and any restriction or limitation regarding any Award, Optioned Stock, or Restricted Stock;

(vi) to amend any outstanding Award or agreement related to any Optioned Stock or Restricted Stock, including any amendment adjusting vesting (e.g., in connection with a change in the terms or conditions under which such person is providing services to the Company), provided that no amendment shall be made that would materially and adversely affect the rights of any Participant without his or her consent;

(vii) to determine whether and under what circumstances an Option may be settled in cash under Section 7(c)(iii) below instead of Common Stock;

(viii) subject to Applicable Laws, to implement an Option Exchange Program and establish the terms and conditions of such Option Exchange Program without consent of the holders of Capital Stock , provided that no amendment or adjustment to an Option that would materially and adversely affect the rights of any Participant shall be made without his or her consent;

(ix) to approve addenda pursuant to Section 17 below or to grant Awards to, or to modify the terms of, any outstanding Option Agreement or Restricted Stock Purchase Agreement or any agreement related to any Optioned Stock or Restricted Stock held by Participants who are foreign nationals or employed outside of the United States with such terms and conditions as the Administrator deems necessary or appropriate to accommodate differences in local law, tax policy or custom which deviate from the terms and conditions set forth in this Plan to the extent necessary or appropriate to accommodate such differences; and

(x) to construe and interpret the terms of the Plan, any Option Agreement or Restricted Stock Purchase Agreement, and any agreement related to any Optioned Stock or Restricted Stock, which constructions, interpretations and decisions shall be final and binding on all Participants.

(d) **Indemnification.** To the maximum extent permitted by Applicable Laws, each member of the Committee (including officers of the Company, if applicable), or of the Board, as applicable, shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or pursuant to the terms and conditions of any Award except for actions taken in bad faith or failures to act in bad faith, and (ii) any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit, or proceeding against him or her, provided that such member shall give the Company an opportunity, at its own expense, to handle and defend any such claim, action, suit or proceeding before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Memorandum of Association or Bye-laws, by contract, as a matter of law, or otherwise including pursuant to the Bermuda Companies Act, or under any other power that the Company may have to indemnify or hold harmless each such person.

5. Eligibility.

(a) **Recipients of Grants.** Nonstatutory Stock Options and Restricted Stock may be granted to Employees and Consultants. Incentive Stock Options may be granted only to Employees, provided that Employees of Affiliates shall not be eligible to receive Incentive Stock Options.

(b) **Type of Option.** Each Option shall be designated in the Option Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option.

(c) **ISO $100,000 Limitation.** Notwithstanding any designation under Section 5(b) above, to the extent that the aggregate Fair Market Value of Shares with respect to which options designated as incentive stock options are exercisable for the first time by any Optionee during any calendar year (under all plans of the Company or any Parent or Subsidiary) exceeds $100,000, such excess options shall be treated as nonstatutory stock options. For purposes of this Section 5(c), incentive stock options shall be taken into account in the order in which they were granted, and the Fair Market Value of the Shares subject to an incentive stock option shall be determined as of the date of the grant of such option.

(d) **No Employment Rights.** Neither the Plan nor any Award shall confer upon any Employee or Consultant any right with respect to continuation of an employment or consulting relationship with the Company (any Parent, Subsidiary or Affiliate), nor shall it interfere in any way with such Employee's or Consultant's right or the Company's (Parent's, Subsidiary's or Affiliate's) right to terminate his or her employment or consulting relationship at any time, with or without cause.

6. **Term of Plan.** The Plan shall become effective upon its adoption by the Board and shall continue in effect for a term of 10 years unless sooner terminated under Section 13 below.

7. Options.

(a) **Term of Option.** The term of each Option shall be the term stated in the Option Agreement; provided that the term shall be no more than 10 years from the date of grant thereof or such shorter term as may be provided in the Option Agreement and provided further that, in the case of an Incentive Stock Option granted to a person who at the time of such grant is a Ten Percent Holder, the term of the Option shall be 5 years from the date of grant thereof or such shorter term as may be provided in the Option Agreement.

(b) Option Exercise Price and Consideration.

(i) **Exercise Price.** The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option shall be such price as is determined by the Administrator and set forth in the Option Agreement, but shall be subject to the following:

(1) In the case of an Incentive Stock Option

a. granted to an Employee who at the time of grant is a Ten Percent Holder, the per Share exercise price shall be no less than 110% of the Fair Market Value on the date of grant;

b. granted to any other Employee, the per Share exercise price shall be no less than 100% of the Fair Market Value on the date of grant;

(2) Except as provided in subsection (3) below, in the case of a Nonstatutory Stock Option the per Share exercise price shall be such price as is determined by the Administrator, provided that, if the per Share exercise price is less than 100% of the Fair Market Value on the date of grant, it shall otherwise comply with all Applicable Laws, including Section 409A of the Code; and

(3) Notwithstanding the foregoing, Options may be granted with a per Share exercise price other than as required above pursuant to a merger or other corporate transaction.

(ii) **Permissible Consideration.** The consideration to be paid for the Shares to be issued upon exercise of an Option, including the method of payment, shall be determined by the Administrator (and, in the case of an Incentive Stock Option and to the extent required by Applicable Laws, shall be determined at the time of grant) and may consist entirely of (1) cash; (2) check; (3) to the extent permitted under, and in accordance with, Applicable Laws, delivery of a promissory note with such recourse, interest, security and redemption provisions as the Administrator determines to be appropriate (subject to the provisions of Section 152 of the Delaware General Corporation Law); (4) cancellation of indebtedness; (5) other previously owned Shares that have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which the Option is exercised; (6) a Cashless Exercise; (7) such other consideration and method of payment permitted under Applicable Laws; or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator shall consider if acceptance of such consideration may be reasonably expected to benefit the Company and the Administrator may, in its sole discretion, refuse to accept a particular form of consideration at the time of any Option exercise.

(c) Exercise of Option.

(i) General.

(1) **Exercisability.** Any Option granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator, consistent with the terms of the Plan and reflected in the Option Agreement, including vesting requirements and/or performance criteria with respect to the Company, and Parent, Subsidiary or Affiliate, and/or the Optionee, provided that the exercise of any Option shall not be permitted unless the Administrator is satisfied at the relevant time that such exercise would not be a breach of any share dealing or other corporate governance code adopted by the Company from time to time.

(2) **Leave of Absence.** The Administrator shall have the discretion to determine whether and to what extent the vesting of Options shall be tolled during any leave of absence; provided, however, that in the absence of such determination, vesting of Options shall be tolled during any leave (unless otherwise required by Applicable Laws). Notwithstanding the foregoing, in the event of military leave, vesting shall toll during any unpaid portion of such leave, provided that, upon an Optionee's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniform Services Employment and Reemployment Rights Act), he or she shall be given vesting credit with respect to Options to the same extent as would have applied had the Optionee continued to provide services to the Company (or any Parent, Subsidiary or Affiliate, if applicable) throughout the leave on the same terms as he or she was providing services immediately prior to such leave.

(3) **Minimum Exercise Requirements.** An Option may not be exercised for a fraction of a Share. The Administrator may require that an Option be exercised as to a minimum number of Shares, provided that such requirement shall not prevent an Optionee from exercising the full number of Shares as to which the Option is then exercisable.

(4) **Procedures for and Results of Exercise.** An Option shall be deemed exercised when written notice of such exercise has been received by the Company in accordance with the terms of the Option Agreement by the person entitled to exercise the Option and the Company has received full payment for the Shares with respect to which the Option is exercised and has paid, or made arrangements to satisfy, any applicable taxes, withholding, required deductions or other required payments in accordance with Section 9 below. The exercise of an Option shall result in a decrease in the number of Shares that thereafter may be available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(5) **Rights as Holder of Capital Stock.** Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a holder of capital stock (if any) shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the share certificate is issued, except as provided in Section 11 below.

(ii) **Termination of Continuous Service Status.** The Administrator shall establish and set forth in the applicable Option Agreement the terms and conditions upon which an Option shall remain exercisable, if at all, following termination of an Optionee's Continuous Service Status, which provisions may be waived or modified by the Administrator at any time. To the extent that an Option Agreement does not specify the terms and conditions upon which an Option shall terminate upon termination of an Optionee's Continuous Service Status, the following provisions shall apply:

(1) **General Provisions.** If the Optionee (or other person entitled to exercise the Option) does not exercise the Option to the extent so entitled within the time specified below, the Option shall terminate and the Optioned Stock underlying the unexercised portion of the Option shall revert to the Plan. In no event may any Option be exercised after the expiration of the Option term as set forth in the Option Agreement (and subject to this Section 7).

(2) **Termination other than Upon Disability or Death or for Cause.** In the event of termination of an Optionee's Continuous Service Status other than under the circumstances set forth in the subsections (3) through (5) below, such Optionee may exercise any outstanding Option at any time within 3 months following such termination to the extent the Optionee is vested in the Optioned Stock on the date of such termination.

(3) **Disability of Optionee.** In the event of termination of an Optionee's Continuous Service Status as a result of his or her Disability, such Optionee may exercise any outstanding Option at any time within 12 months following such termination to the extent the Optionee is vested in the Optioned Stock on the date of such termination.

(4) **Death of Optionee.** In the event of the death of an Optionee during the period of Continuous Service Status since the date of grant of any outstanding Option, or within 3 months following termination of the Optionee's Continuous Service Status, the Option may be exercised by any beneficiaries designated in accordance with Section 15 below, or if there are no such beneficiaries, by the Optionee's estate, or by a person who acquired the right to exercise the Option by bequest or inheritance, at any time within 12 months following the date the Optionee's Continuous Service Status terminated, but only to the extent the Optionee is vested in the Optioned Stock on the date of such termination.

(5) **Termination for Cause.** In the event of termination of an Optionee's Continuous Service Status for Cause, any outstanding Option (including any vested portion thereof) held by such Optionee shall immediately terminate in its entirety upon first notification to the Optionee of termination of the Optionee's Continuous Service Status for Cause. If an Optionee's Continuous Service Status is suspended pending an investigation of whether the Optionee's Continuous Service Status will be terminated for Cause, all the Optionee's rights under any Option, including the right to exercise the Option, shall be suspended during the investigation period. Nothing in this Section 7(c)(ii)(5) shall in any way limit the Company's right to purchase unvested Shares issued upon exercise of an Option as set forth in the applicable Option Agreement.

(iii) **Buyout Provisions.** The Administrator may at any time offer to buy out for a payment in cash or Shares an Option previously granted under the Plan based on such terms and conditions as the Administrator shall establish and communicate to the Optionee at the time that such offer is made.

8. Restricted Stock.

(a) **Rights to Purchase.** When a right to purchase or receive Restricted Stock is granted under the Plan, the Company shall advise the recipient in writing of the terms, conditions and restrictions related to the offer, including the number of Shares that such person shall be entitled to purchase, the price to be paid, if any (which shall be as determined by the Administrator, subject to Applicable Laws, including any applicable securities laws), and the time within which such person must accept such offer. The permissible consideration for Restricted Stock shall be determined by the Administrator and shall be the same as is set forth in Section 7(b)(ii) above with respect to exercise of Options. Any restrictions on the grant and/or exercise of Options shall also apply to the right to purchase or receive Restricted Stock. The offer to purchase Shares shall be accepted by execution of a Restricted Stock Purchase Agreement in the form determined by the Administrator.

(b) Repurchase Option.

(i) **General.** Unless the Administrator determines otherwise, the Restricted Stock Purchase Agreement shall grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the Participant's Continuous Service Status for any reason (including death or Disability) at a purchase price for Shares equal to the original purchase price paid by the purchaser to the Company for such Shares and may be paid by cancellation of any indebtedness of the purchaser to the Company. The repurchase option shall lapse at such rate as the Administrator may determine.

(ii) **Leave of Absence.** The Administrator shall have the discretion to determine whether and to what extent the lapsing of Company repurchase rights shall be tolled during any leave of absence; provided, however, that in the absence of such determination, such lapsing shall be tolled during any leave (unless otherwise required by Applicable Laws). Notwithstanding the foregoing, in the event of military leave, the lapsing of Company repurchase rights shall toll during any unpaid portion of such leave, provided that, upon a Participant's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniform Services Employment and Reemployment Rights Act), he or she shall be given vesting credit with respect to Shares purchased pursuant to the Restricted Stock Purchase Agreement to the same extent as would have applied had the Participant continued to provide services to the Company (or any Parent, Subsidiary or Affiliate, if applicable) throughout the leave on the same terms as he or she was providing services immediately prior to such leave.

(c) **Other Provisions.** The Restricted Stock Purchase Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion. In addition, the provisions of Restricted Stock Purchase Agreements need not be the same with respect to each Participant.

(d) **Rights as a Holder of Capital Stock.** Once the Restricted Stock is purchased, the Participant shall have the rights equivalent to those of a holder of capital stock, and shall be a record holder when his or her purchase and the issuance of the Shares is entered upon the records of the duly authorized transfer agent of the Company. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Restricted Stock is purchased, except as provided in Section 11 below.

9. Taxes.

(a) As a condition of the grant, vesting and exercise of an Award, the Participant (or in the case of the Participant's death or a permitted transferee, the person holding or exercising the Award) shall make such arrangements as the Administrator may require for the satisfaction of any applicable U.S. federal, state, local or foreign tax, withholding, and any other required deductions or payments that may arise in connection with such Award. The Company shall not be required to issue any Shares under the Plan until such obligations are satisfied.

(b) The Administrator may, to the extent permitted under Applicable Laws, permit a Participant (or in the case of the Participant's death or a permitted transferee, the person holding or exercising the Award) to satisfy all or part of his or her tax, withholding, or any other required deductions or payments by Cashless Exercise or by surrendering Shares (either directly or by stock attestation) that he or she previously acquired; provided that, unless specifically permitted by the Company, any such Cashless Exercise must be an approved broker-assisted Cashless Exercise or the Shares withheld in the Cashless Exercise must be limited to avoid financial accounting charges under applicable accounting guidance and any such surrendered Shares must have been previously held for any minimum duration required to avoid financial accounting charges under applicable accounting guidance. Any payment of taxes by surrendering Shares to the Company may be subject to restrictions, including, but not limited to, any restrictions required by rules of the Securities and Exchange Commission.

10. Non-Transferability of Awards.

(a) **General.** Except as set forth in this Section 10, Awards may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution. The designation of a beneficiary by a Participant will not constitute a transfer. An Option may be exercised, during the lifetime of the holder of the Option, only by such holder or a transferee permitted by this Section 10.

(b) **Limited Transferability Rights.** Notwithstanding anything else in this Section 10, the Administrator may in its sole discretion provide that any Nonstatutory Stock Options may be transferred by instrument to an inter vivos or testamentary trust in which the Options are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift to Family Members. Further, beginning with (i) the period when the Company begins to rely on the exemption described in Rule 12h-1(f)(1) promulgated under the Exchange Act, as determined by the Board in its sole discretion, and (ii) ending on the earlier of (A) the date when the Company ceases to rely on such exemption, as determined by the Board in its sole discretion, or (B) the date when the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, (1) a Nonstatutory Stock Option, or prior to exercise, the Shares subject to a Nonstatutory Stock Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively) and (2) an Incentive Stock Option may not be transferred or disposed of by will or the laws of descent or distribution, other than to (i) persons who are Family Members through gifts or domestic relations orders, or (ii) to an executor or guardian of the Participant upon the death or disability of the Participant. Notwithstanding the foregoing sentence, the Board, in its sole discretion, may permit transfers of Nonstatutory Stock Options to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f).

11. Adjustments Upon Changes in Capitalization, Merger or Certain Other Transactions.

(a) **Changes in Capitalization.** To the extent required under Applicable Laws, (i) the numbers and class of Shares or other shares or securities: (x) available for future Awards under Section 3 above and (y) covered by each outstanding Award, (ii) the exercise price per Share of each such outstanding Option, and (iii) any repurchase price per Share applicable to Shares issued pursuant to any Award, may be adjusted by the Administrator in the event of a shares split, reverse shares split, shares dividend, combination, consolidation, reclassification of the Shares or subdivision of the Shares. In the event of any increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, a declaration of an extraordinary dividend with respect to the Shares payable in a form other than Shares in an amount that has a material effect on the Fair Market Value, a recapitalization (including a recapitalization through a large nonrecurring cash dividend), a rights offering, a reorganization, amalgamation, merger, spin-off, split-up, change in corporate structure or a similar occurrence, the Administrator may make appropriate adjustments, in its discretion, in one or more of (i) the numbers and class of Shares or other shares or securities: (x) available for future Awards under Section 3 above and (y) covered by each outstanding Award, (ii) the exercise price per Share of each outstanding Option and (iii) any repurchase price per Share applicable to Shares issued pursuant to any Award, and any such adjustment by the Administrator shall be made in the Administrator's sole and absolute discretion and shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award. If, by reason of a transaction described in this Section 11(a) or an adjustment pursuant to this Section 11(a), a Participant's Award agreement or agreement related to any Optioned Stock or Restricted Stock covers additional or different shares or securities, then such additional or different classes of shares, and the Award agreement or agreement related to the Optioned Stock or Restricted Stock in respect thereof, shall be subject to all of the terms, conditions and restrictions which were applicable to the Award, Optioned Stock and Restricted Stock prior to such adjustment.

(b) **Dissolution or Liquidation.** In the event of the dissolution or liquidation of the Company, each Award will terminate immediately prior to the consummation of such action, unless otherwise determined by the Administrator.

(c) **Corporate Transactions.** In the event of (i) a transfer of all or substantially all of the Company's assets, (ii) a merger, amalgamation, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, entity or person, or (iii) the consummation of a transaction, or series of related transactions, in which any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of more than 50% of the Company's then outstanding capital stock (a "Corporate Transaction"), each outstanding Award (vested or unvested) will be treated as the Administrator determines (subject to the last sentence of this paragraph), which determination may be made without the consent of any Participant and need not treat all outstanding Awards (or portion thereof) in an identical manner. Such determination, without the consent of any Participant, may provide (without limitation) for one or more of the following in the event of a Corporate Transaction: (A) the continuation of such outstanding Awards by the Company (if the Company is the surviving corporation); (B) the assumption of such outstanding Awards by the surviving corporation or its parent; (C) the substitution by the surviving corporation or its parent of new options or equity awards for such Awards; (D) the cancellation of such Awards and a payment to the Participants equal to the excess of (1) the Fair Market Value of the Shares subject to such Awards as of the closing date of such Corporate Transaction over (2) the exercise price or purchase price for the Shares to be issued pursuant to the exercise of such Awards (such payment shall be made in the form of cash, cash equivalents and/or securities of the surviving corporation or its parent with a Fair Market Value equal to the required amount; if the exercise price or purchase price per Share of the Shares to be issued pursuant to the exercise of such Awards exceeds the Fair Market Value per Share of such Shares, as of the closing date of the Corporate Transaction, then such Awards may be cancelled without making a payment to the Participants); or (E) the cancellation of any outstanding Options or an outstanding right to purchase Restricted Stock, in either case, for no consideration. Notwithstanding anything stated herein or in any other agreement to the contrary, whether such agreement was entered into before or after the date this Plan is effective, if any Award, or any agreement applicable to any Award, provides for accelerated vesting in connection with any termination of service that occurs on or after a Corporate Transaction, and the successor does not agree to assume the Award, or to substitute an equivalent award or right for the Award, then any acceleration of vesting that would otherwise occur upon such termination of service shall occur immediately prior to, and contingent upon, the consummation of such Corporate Transaction.

12. **Time of Granting Awards.** The date of grant of an Award shall, for all purposes, be the date on which the Administrator makes the determination granting such Award, or such other date as is determined by the Administrator, provided that the grant of an Award shall not be permitted unless the Administrator is satisfied at the relevant time that such grant would not be a breach of any share dealing or other corporate governance code adopted by the Company from time to time.

13. **Amendment and Termination of the Plan.** The Board may at any time amend or terminate the Plan, but no amendment or termination shall be made that would materially and adversely affect the rights of any Participant under any outstanding Award, without his or her consent. In addition, to the extent necessary and desirable to comply with Applicable Laws, the Company shall obtain the approval of holders of capital stock with respect to any Plan amendment in such a manner and to such a degree as required.

14. **Conditions Upon Issuance of Shares.** Notwithstanding any other provision of the Plan or any agreement entered into by the Company pursuant to the Plan, the Company shall not be obligated, and shall have no liability for failure, to issue or deliver any Shares under the Plan unless such issuance or delivery would comply with Applicable Laws, with such compliance determined by the Company in consultation with its legal counsel. As a condition to the exercise of any Option or purchase of any Restricted Stock, the Company may require the person exercising the Option or purchasing the Restricted Stock to represent and warrant at the time of any such exercise or purchase that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is advisable or required by Applicable Laws. Shares issued upon exercise of Options or purchase of Restricted Stock prior to the date, if ever, on which the Common Stock becomes a Listed Security shall be subject to a right of first refusal in favor of the Company pursuant to which the Participant will be required to offer Shares to the Company before selling or transferring them to any third party on such terms and subject to such conditions as is reflected in the applicable Option Agreement or Restricted Stock Purchase Agreement.

15. **Beneficiaries.** If permitted by the Company, a Participant may designate one or more beneficiaries with respect to an Award by timely filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. Except as otherwise provided in an Award Agreement, if no beneficiary was designated or if no designated beneficiary survives the Participant, then after a Participant's death any vested Award(s) shall be transferred or distributed to the Participant's estate or to any person who has the right to acquire the Award by bequest or inheritance.

16. **Approval of Holders of Capital Stock.** If required by Applicable Laws, continuance of the Plan shall be subject to approval by the holders of capital stock of the Company within 12 months before or after the date the Plan is adopted or, to the extent required by Applicable Laws, any date the Plan is amended. Such approval shall be obtained in the manner and to the degree required under Applicable Laws.

17. **Addenda.** The Administrator may approve such addenda to the Plan as it may consider necessary or appropriate for the purpose of granting Awards to Employees or Consultants, which Awards may contain such terms and conditions as the Administrator deems necessary or appropriate to accommodate differences in local law, tax policy or custom, which may deviate from the terms and conditions set forth in this Plan. The terms of any such addenda shall supersede the terms of the Plan to the extent necessary to accommodate such differences but shall not otherwise affect the terms of the Plan as in effect for any other purpose.

18. **Information to Holders of Options.** In the event the Company is relying on the exemption provided by Rule 12h-1(f) under the Exchange Act, the Company shall provide the information described in Rule 701(e)(3), (4) and (5) of the Securities Act of 1933, as amended, to all holders of Options in accordance with the requirements thereunder until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act. The Company may request that holders of Options agree to keep the information to be provided pursuant to this Section confidential. If the holder of Options does not agree to keep the information to be provided pursuant to this Section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-1(f)(1) of the Exchange Act.

Exhibit 10.35

2018 RESTRICTED SHARE PLAN

IBEX Holdings Limited

2018 RESTRICTED SHARE PLAN

1. Purpose

The purpose of this 2018 Restricted Share Plan (the "***Plan***") of IBEX Holdings Limited, a Bermuda exempted company (the "***Company***"), is to advance the interests of the Company's shareholders by enhancing the Company's ability to attract, retain and motivate persons who are expected to make important contributions to the Company and by providing such persons with equity ownership opportunities that are intended to better align the interests of such persons with those of the Company's shareholders. Except where the context otherwise requires, the term "***Company***" shall include the Company and any of the Company's present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Internal Revenue Code of 1986, as amended, and any regulations thereunder (the "***Code***") and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the "***Board***").

2. Eligibility

All of the Company's employees, officers and directors, as well as consultants and advisors to the Company (as such terms consultants and advisors are defined and interpreted for purposes of Form S-8 under the Securities Act of 1933, as amended (the "***Securities Act***"), or any successor form) are eligible to be granted Restricted Shares (as defined in Section 5) under the Plan. Each person who is granted Restricted Shares under the Plan is deemed a "***Participant***."

3. Administration and Delegation

3.1 Administration by Board of Directors. The Plan will be administered by the Board. The Board shall have authority to grant Restricted Shares and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may construe and interpret the terms of the Plan and any Restricted Share agreements entered into under the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Restricted Share agreement in the manner and to the extent it shall deem expedient and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board's sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Restricted Shares.

3.2 Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a "***Committee***"). All references in the Plan to the "***Board***" shall mean the Board or a Committee of the Board or the officers referred to in Section 3(c) to the extent that the Board's powers or authority under the Plan have been delegated to such Committee or officers.

3.3 Delegation to Officers. Subject to any requirements of applicable law, the Board may delegate to one or more officers of the Company the power to grant Restricted Shares (subject to any limitations under the Plan) to employees or officers of the Company and to exercise such other powers under the Plan as the Board may determine, provided that the Board shall fix the terms of Restricted Shares to be granted by such officers, the maximum number of Restricted Shares that the officers may grant, and the time period in which such Restricted Shares may be granted; and provided further, that no officer shall be authorized to grant Restricted Shares to any "executive officer" of the Company (as defined by Rule 3b-7 under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")) or to any "officer" of the Company (as defined by Rule 16a-1(f) under the Exchange Act).

4. Shares Available for Awards

4.1 Number of Shares; Share Counting.

(a) Authorized Number of Shares. Subject to adjustment under Section 6, Restricted Shares may be granted under the Plan for up to 2,559,323.13 class B common shares, $0.000111650536 par value per Class B common share, of the Company (the "***Class B Common Shares***"). Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

(b) Share Counting. For purposes of counting the number of shares available for the grant of Restricted Shares under the Plan:

(i) if any Restricted Share award expires or is forfeited in whole or in part (including as the result of Class B Common Shares subject to such Restricted Share award being repurchased by the Company pursuant to a contractual repurchase right or being forfeited back to the Company), the unused Class B Common Shares covered by such Restricted Share award shall again be available for the grant of Restricted Shares; and

(ii) Class B Common Shares delivered (by actual delivery or attestation) to the Company by a Participant to (i) purchase Restricted Shares or (ii) satisfy tax withholding obligations with respect to Restricted Shares (including shares retained from the Restricted Share award creating the tax obligation) shall be added back to the number of shares available for the future grant of Restricted Shares.

4.2 Substitute Awards. In connection with a merger, amalgamation, scheme of arrangement, consolidation or similar transaction of an entity with the Company or, the acquisition by the Company of property or stock or shares of an entity, the Board may grant Restricted Shares awards in substitution for any options or other stock or stock-based awards granted by such entity or an affiliate thereof. Substitute Restricted Share awards may be granted on such terms as the Board deems appropriate in the circumstances, notwithstanding any limitations on Restricted Share awards contained in the Plan. Substitute Restricted Share awards shall not count against the overall share limit set forth in Section 4(a)(1).

5. Restricted Shares

5.1 General. The Board may grant Restricted Share awards entitling recipients to acquire Class B Common Shares ("***Restricted Shares***"), subject to the right of the Company to repurchase all or part of such Restricted Shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the Board in the applicable Restricted Share award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Restricted Share award.

5.2 Terms and Conditions for All Restricted Share Awards. The Board shall determine the terms and conditions of a Restricted Share award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

5.3 Additional Provisions Relating to Restricted Shares.

(a) Dividends. Unless otherwise provided in the applicable Restricted Share award agreement, any dividends (whether paid in cash, shares or property) declared and paid by the Company with respect to Restricted Shares ("***Accrued Dividends***") shall be paid to the Participant only if and when such shares become free from the restrictions on transferability and forfeitability that apply to such shares. Each payment of Accrued Dividends will be made no later than the end of the calendar year in which the dividends are paid to shareholders of that class of shares or, if later, the 15th day of the third month following the lapsing of the restrictions on transferability and the forfeitability provisions applicable to the underlying Restricted Shares.

(b) Share Certificates. The Company may require that any share certificates issued in respect of Restricted Shares, as well as dividends or distributions paid on such Restricted Shares, shall be deposited in escrow by the Participant, together with a share power endorsed in blank, with the Company (or its designee). At the expiration of the applicable restriction periods, the Company (or such designee) shall deliver the certificates no longer subject to such restrictions to the Participant or if the Participant has died, to his or her Designated Beneficiary. "***Designated Beneficiary***" means (i) the beneficiary designated, in a manner determined by the Board, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant's death or (ii) in the absence of an effective designation by a Participant, the Participant's estate.

6. Adjustments for Changes in Class B Common Shares and Certain Other Events

6.1 Changes in Capitalization. In the event of any share split, reverse share split, share dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Class B Common Shares other than an ordinary cash dividend, (i) the number and class of securities available under the Plan, (ii) the share counting rules set forth in Section 4(a), and (iii) the number of shares subject to and the repurchase price per share subject to each outstanding award of Restricted Shares, shall be equitably adjusted by the Company (or substituted Restricted Share awards may be made, if applicable) in the manner determined by the Board.

6.2 Reorganization Events.

(a) Definition. A "***Reorganization Event***" shall mean: (a) any merger, amalgamation, scheme of arrangement, consolidation or similar transaction of the Company with or into another entity as a result of which all of the Class B Common Shares of the Company are converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any transfer or disposition of all of the Class B Common Shares of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any liquidation or dissolution of the Company.

(b) Consequences of a Reorganization Event on Restricted Shares. Upon the occurrence of a Reorganization Event other than a liquidation or dissolution of the Company, the repurchase and other rights of the Company with respect to outstanding Restricted Shares shall inure to the benefit of the Company's successor and shall, unless the Board determines otherwise, apply to the cash, securities or other property which the Class B Common Shares were converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to such Restricted Shares; *provided*, *however*, that the Board may provide for termination or deemed satisfaction of such repurchase or other rights under the instrument evidencing any Restricted Shares or any other agreement between a Participant and the Company, either initially or by amendment. Upon the occurrence of a Reorganization Event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Shares or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Shares then outstanding shall automatically be deemed terminated or satisfied.

7. General Provisions Applicable to Restricted Share Awards

7.1 Transferability of Restricted Share Awards. Restricted Share awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution or pursuant to a qualified domestic relations order; *provided*, *however*, that, except with respect to Restricted Share awards subject to Section 409A of the Code, the Board may permit or provide in a Restricted Share award for the gratuitous transfer of the Restricted Share award by the Participant to or for the benefit of any immediate family member, family trust or other entity established for the benefit of the Participant and/or an immediate family member thereof if the Company would be eligible to use a Form S-8 under the Securities Act for the registration of the sale of the Class B Common Shares subject to such Restricted Share award to such proposed transferee; *provided further*, that the Company shall not be required to recognize any such permitted transfer until such time as such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of the Restricted Share award, and all applicable consents, authorisations and permissions of any governmental body or agency in Bermuda have been obtained. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees. For the avoidance of doubt, nothing contained in this Section 7(a) shall be deemed to restrict a transfer to the Company.

7.2 Documentation. Each Restricted Share award shall be evidenced in such form (written, electronic or otherwise) as the Board shall determine. Each Restricted Share award may contain terms and conditions in addition to those set forth in the Plan.

7.3 Board Discretion. Except as otherwise provided by the Plan, each Restricted Share award may be made alone or in addition or in relation to any other Restricted Share award. The terms of each Restricted Share award need not be identical, and the Board need not treat Participants uniformly.

7.4 Termination of Status. The Board shall determine the effect on a Restricted Share award of the disability, death, termination or other cessation of employment, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Restricted Share award.

7.5 Withholding. The Participant must satisfy all applicable federal, state, and local or other income and employment tax withholding obligations before the Company will deliver share certificates or otherwise recognize ownership of Class B Common Shares under a Restricted Share award. The Company may elect to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on vesting or release from forfeiture of a Restricted Share award or at the same time as payment of the purchase price, unless the Company determines otherwise. If provided for in a Restricted Share award or approved by the Committee, a Participant may satisfy the tax obligations in whole or in part by delivery (either by actual delivery or attestation) of Class B Common Shares, including shares retained from the Restricted Share award creating the tax obligation, valued at their fair market value (valued in the manner determined by (or in a manner approved by) the Company); *provided*, *however*, except as otherwise provided by the Committee, that the total tax withholding where shares are being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income), except that, to the extent that the Company is able to retain Class B Common Shares having a fair market value (determined by, or in a manner approved by, the Company) that exceeds the statutory minimum applicable withholding tax without financial accounting implications or the Company is withholding in a jurisdiction that does not have a statutory minimum withholding tax, the Company may retain such number of Class B Common Shares (up to the number of shares having a fair market value equal to the maximum individual statutory rate of tax (determined by, or in a manner approved by, the Company)) as the Company shall determine in its sole discretion to satisfy the tax liability associated with any Restricted Share award. Shares used to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

7.6 Amendment of Award. Except as otherwise provided in Section 8(d) with respect to actions requiring shareholder approval, the Board may amend, modify or terminate any outstanding Restricted Share award, including but not limited to, substituting therefor another Restricted Share award or changing the date of realization. The Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Plan or (ii) the change is permitted under Section 6.

7.7 Conditions on Delivery of Shares. The Company will not be obligated to deliver any Class B Common Shares pursuant to the Plan or to remove restrictions from shares previously issued or delivered under the Plan until (i) all conditions of the Restricted Share award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or, regulations, or the terms of the applicable Restricted Share award.

7.8 Acceleration. The Board may at any time provide that any Restricted Share award shall become immediately free from some or all restrictions or conditions.

8. Miscellaneous

8.1 No Right To Employment or Other Status. No person shall have any claim or right to be granted a Restricted Share award by virtue of the adoption of the Plan, and the grant of a Restricted Share award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Restricted Share award.

8.2 No Rights As Shareholder; Clawback Policy. Subject to the provisions of the applicable Restricted Share award, no Participant or Designated Beneficiary shall have any rights as a shareholder with respect to any Class B Common Shares to be issued with respect to a Restricted Share award until becoming the record holder of such shares. In accepting a Restricted Share award under the Plan, a Participant agrees to be bound by any clawback policy the Company has in effect or may adopt in the future.

8.3 Effective Date and Term of Plan. The Plan shall become effective on the date on which it is adopted by the Board (the "***Effective Date***"). No Restricted Share awards shall be granted under the Plan after the expiration of 10 years from the earlier of (i) the Effective Date or (ii) the date the Plan was approved by the Company's shareholders, but Restricted Share awards previously granted may extend beyond that date.

8.4 Amendment of Plan. The Board may amend, suspend or terminate the Plan or any portion thereof at any time provided that no amendment that would require shareholder approval under the rules of any exchange or marketplace on which the Company's shares are then listed or traded may be made effective unless and until the Company's shareholders approve such amendment. Unless otherwise specified in the amendment, any amendment to the Plan adopted in accordance with this Section 8(d) shall apply to, and be binding on the holders of, all Restricted Share awards outstanding under the Plan at the time the amendment is adopted, provided the Board determines that such amendment, taking into account any related action, does not materially and adversely affect the rights of Participants under the Plan. No Restricted Share award shall be made that is conditional upon shareholder approval of any amendment to the Plan unless the Restricted Share award provides that (i) it will terminate or be forfeited if shareholder approval of such amendment is not obtained within no more than 12 months from the date of grant and (ii) it may not be exercised or settled (or otherwise result in the issuance of Class B Common Shares) prior to such shareholder approval.

8.5 Authorization of Sub-Plans (including for Grants to non-U.S. Employees). The Board may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable securities, tax or other laws of various jurisdictions. The Board shall establish such sub-plans by adopting supplements to the Plan containing (i) such limitations on the Board's discretion under the Plan as the Board deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Board shall deem necessary or desirable. All supplements adopted by the Board shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction and the Company shall not be required to provide copies of any supplement to Participants in any jurisdiction which is not the subject of such supplement.

8.6 Compliance with Section 409A of the Code. If and to the extent (i) any portion of any payment, compensation or other benefit provided to a Participant pursuant to the Plan in connection with his or her employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A of the Code and (ii) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, by which determinations the Participant (through accepting the Restricted Share award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A of the Code) (the "***New Payment Date***"), except as Section 409A of the Code may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments, compensation or other benefits under the Plan are determined to constitute nonqualified deferred compensation subject to Section 409A of the Code but do not to satisfy the conditions of that section.

8.7 Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, employee or agent of the Company will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan, nor will such individual be personally liable with respect to the Plan because of any contract or other instrument he or she executes in his or her capacity as a director, officer, employee or agent of the Company. The Company will indemnify and hold harmless each director, officer, employee or agent of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been or will be delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Board's approval) arising out of any act or omission to act concerning the Plan unless arising out of such person's own fraud or bad faith. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Memorandum of Association or Bye-laws, by contract, as a matter of law, or otherwise including pursuant to the Bermuda Companies Act, or under any other power that the Company may have to indemnify or hold harmless each such person.

8.8 Governing Law. The provisions of the Plan and all Restricted Share awards made hereunder shall be governed by and interpreted in accordance with the laws of Bermuda, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than Bermuda.

Exhibit 10.36

IBEX HOLDINGS LIMITED

RESTRICTED SHARE AGREEMENT
GRANTED UNDER 2018 RESTRICTED SHARE PLAN

This Restricted Share Agreement (the "**Agreement**") is made this [____] day of December, 2018, between IBEX Holdings Limited, an exempted company incorporated in Bermuda (the "**Company**"), and [_____] (the "**Participant**").

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Class B Common Shares.

The Company shall issue and grant to the Participant, and the Participant hereby agrees to receive from the Company, subject to the terms and conditions set forth in this Agreement and in the Company's 2018 Restricted Share Plan (the "**Plan**"), [_____] class B common shares, $0.000111650536 par value, of the Company (together with any shares that such class B common shares may convert into, the "**Class B Common Shares**"). Upon full execution and delivery of this Agreement, the Company shall update the Company's register of members in the name of the Participant for that number of Class B Common Shares granted to the Participant, with an annotation that such issuance is subject to this Agreement. The Participant agrees that the Class B Common Shares shall be subject to the Bye-Laws of the Company (the "**Bye-Laws**") and applicable law in addition to the forfeiture provisions set forth in Section 4 and the purchase option set forth in Section 6 of this Agreement and the restrictions on transfer set forth in Section 5 of this Agreement.

2. Certain Definitions.

(a) "**Cause**" with respect to a Participant will exist (unless another definition is provided in an applicable employment agreement or other applicable written agreement, in which such cause shall constitute "Cause" hereunder) in the event of any of the following: (i) any material breach by Participant of any written agreement between Participant and IBEX and, where the breach is curable as determined in the discretion of the Company's board of directors (the "**Board**"), Participant's failure to cure such breach within 10 days after receiving written notice thereof; (ii) any failure by Participant to comply with IBEX's written policies or rules as they may be in effect from time to time; (iii) neglect or persistent unsatisfactory performance of Participant's duties, as determined in the Board's discretion; (iv) Participant's repeated failure to follow reasonable and lawful instructions from the Board or Chief Executive Officer or other supervising board of directors body or executive officer of IBEX, as applicable; (v) Participant's conviction of, or plea of guilty or nolo contendre to, any felony or crime that results in, or which the Board determines in its reasonable discretion is expected to result in, damage to the business or reputation of IBEX; (vi) Participant's commission of or participation in an act of fraud or intentional misconduct against IBEX; (vii) Participant's intentional damage to IBEX's business, property or reputation; or (viii) Participant's unauthorized use or disclosure of any proprietary information or trade secrets of IBEX or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with IBEX. The determination as to whether a Participant has committed Cause shall be made in good faith by the Board, and if the Board has determined that Participant has committed Cause, the Company shall promptly notify Participant of such in writing. All determinations by the Board as to whether "Cause" has been committed shall be binding on the Participant. The foregoing definition does not in any way limit IBEX's ability to terminate a Participant's employment or consulting relationship at any time.

(b) "**Change of Control**" means (i) a sale of all or substantially all of the Company's assets other than to an Excluded Entity (as defined below), (ii) an amalgamation, merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, limited liability company or other entity other than an Excluded Entity, or (iii) the consummation of a transaction, or series of related transactions, in which any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of all of the Company's then outstanding voting securities.

Notwithstanding the foregoing, a transaction shall not constitute a Change of Control if its purpose is to (A) change the jurisdiction of the Company's incorporation, (B) create a holding company that will be owned in substantially the same proportions by the persons who hold the Company's securities immediately before such transaction, or (C) obtain funding for the Company in a financing that is approved by the Company's Board. An "**Excluded Entity**" means a corporation or other entity of which the holders of voting capital stock of the Company outstanding immediately prior to such transaction are the direct or indirect holders of voting securities representing at least a majority of the votes entitled to be cast by all of such corporation's or other entity's voting securities outstanding immediately after such transaction.

(c) "**IBEX**" collectively means: (i) the Company and all direct and indirect subsidiaries of the Company; and (ii) any entity, not included in (i), that controls, is controlled by, or is under common control with, the Company, with control being deemed to occur where the controlling entity owns or controls 50% or more of the voting securities or interests of the controlled entity.

(d) "**Service**" shall mean employment by or the provision of services to IBEX as an advisor, officer, consultant or member of the board of directors.

(e) "**Unvested Shares**" shall mean, as measured at the relevant time, those Class B Common Shares which are not vested under this Agreement.

(f) "**Vesting Commencement Date**" shall mean the first vesting date noted in Section 3, below.

(g) "**Vesting Period**" shall mean the date starting on the Vesting Commencement Date and ending on the earlier to occur of: (i) the very last vesting event to occur pursuant to Section 3; (ii) the date of Participant's commission of Cause, as such date has been reasonably determined by the Board, or (iii) the termination of Participant's Service for any reason or no reason.

3. Vesting.

The Class B Common Shares shall be subject to vesting as follows:

[_____ of the Class B Common Shares shall vest on [date], and _____ of the Class B Common Shares shall vest on the first day of each month thereafter until all Class B Common Shares are vested in full.]

OR

[insert performance vesting description]

4. Forfeiture of Unvested Shares.

Upon the conclusion of the Vesting Period, all Unvested Shares held by the Participant shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of conclusion of the Vesting Period. The Participant shall have no further rights with respect to any Class B Common Shares that are so forfeited and the Company, in so far as permitted by law, will be treated as the owner of such Class B Common Shares. The Company may assign its right to receive forfeited Unvested Shares to one or more persons or entities.

5. Restrictions on Transfer.

(a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "**transfer**") any Class B Common Shares, or any interest therein, that are subject to forfeiture, except that the Participant may transfer such Class B Common Shares (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board (collectively, "**Approved Relatives**") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Class B Common Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in this Section 5, the forfeiture provisions set forth in Section 4, and the right of first refusal set forth in Section 6) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement and all other documentation, representations, or agreements as may be reasonably required by the Company or (ii) as part of the sale of all or substantially all of the shares of capital of the Company (including pursuant to a merger, amalgamation, scheme of arrangement, consolidation or other similar transaction involving the share capital of the Company), provided that, in accordance with the Plan, the securities or other property received by the Participant in connection with such transaction shall remain subject to this Agreement.

(b) The Participant shall not transfer any Class B Common Shares, or any interest therein, that are no longer subject to forfeiture, except in accordance with Section 6 below.

6. Right of First Refusal.

(a) If the Participant proposes to transfer any Class B Common Shares that are no longer subject to forfeiture pursuant to Section 4, then the Participant shall first give written notice of the proposed transfer (the "**Transfer Notice**") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Class B Common Shares the Participant proposes to transfer (the "**Offered Shares**"), the price per share and all other material terms and conditions of the transfer.

(b) For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after the Participant's receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company if such certificates have been issued, duly endorsed in blank by the Participant or with duly endorsed share powers attached thereto, or a duly executed share transfer form in accordance with the Bye-Laws, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates or transfer form, as applicable, completion of any necessary filings pursuant to Bermuda law and updating of the register of members to reflect such transfer, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 6 shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in Section 5 and the right of first refusal set forth in this Section 6) and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement.

(d) After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a shareholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) The following transactions shall be exempt from the provisions of this Section 6:

(1) a transfer of Class B Common Shares to or for the benefit of any Approved Relatives, or to a trust established solely for the benefit of the Participant and/or Approved Relatives;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "**Securities Act**"); and

(3) the sale of all or substantially all of the outstanding shares of capital of the Company (including pursuant to a merger, amalgamation, scheme of arrangement, consolidation or other similar transaction involving the share capital of the Company);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Class B Common Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in Section 5 and the right of first refusal set forth in this Section 6) and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement and provide any other documentation, representations, and agreements as the Company may reasonably require.

(f) The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 6 to one or more persons or entities.

(g) The provisions of this Section 6 shall terminate upon the earlier of the following events:

(1) the closing of the sale of common shares of the Company in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) a Change of Control.

(h) The Company shall not be required (1) to transfer on its books any of the Class B Common Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or (2) to treat as owner of such Class B Common Shares or to pay dividends to any transferee to whom any such Class B Common Shares shall have been so sold or transferred.

7. Agreement in Connection with Initial Public Offering.

The Participant agrees, in connection with the initial underwritten public offering of common shares of the Company pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any common shares of the Company or any securities convertible into or exercisable or exchangeable for common shares of the Company or (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of common shares of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of common shares of the Company or other securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days from the date of the final prospectus relating to the offering (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4) or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the common shares of the Company or other securities subject to the foregoing restriction until the end of the "lock-up" period. The Company may also impose stop-transfer instructions with respect to the common shares of the Company it deems necessary to enforce restrictions as may otherwise be required to enforce restrictions against transferability of Unvested Shares.

8. Escrow.

The Participant shall, upon the execution of this Agreement (i) execute Joint Escrow Instructions in the form attached to this Agreement as Exhibit A, which Joint Escrow Instructions shall be delivered to the Secretary of the Company, as escrow agent thereunder ("**Escrow Agent**"); and (ii) deliver to the Escrow Agent a Share Transfer Form, duly endorsed in blank, in the form attached to this Agreement as Exhibit B, and the Participant hereby instructs the Company to deliver to the Escrow Agent, on behalf of the Participant, the certificate(s) evidencing the Class B Common Shares issued hereunder. Such materials shall be held by the Escrow Agent pursuant to the terms of such Joint Escrow Instructions.

9. Restrictive Legends.

If issued, all certificates representing Class B Common Shares shall have affixed thereto legends in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

> "The shares represented by this certificate are subject to restrictions on transfer and risk of forfeiture set forth in a certain Restricted Share Agreement between the corporation and the registered owner of these shares (or such owner's predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."
>
> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel satisfactory to the corporation to the effect that such registration is not required."

10. Provisions of the Plan.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

11. Investment Representations.

The Participant represents, warrants and covenants as follows:

(a) The Participant is receiving the Class B Common Shares for Participant's own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Class B Common Shares in violation of the Securities Act, or any rule or regulation under the Securities Act.

(b) The Participant has had such opportunity as Participant has deemed adequate to obtain from representatives of the Company such information as is necessary to permit him or her to evaluate the merits and risks of Participant's investment in the Company, including but not limited to access to the charter documents of the Company upon Participant's written request.

(c) The Participant has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the issuance of the Class B Common Shares and to make an informed investment decision with respect to such issuance.

(d) The Participant can afford a complete loss of the value of the Class B Common Shares and is able to bear any economic risk of holding such Class B Common Shares for an indefinite period.

(e) The Participant understands that (i) the Class B Common Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Class B Common Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the common shares of the Company, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) the Company has no obligation owing to Participant to register the Class B Common Shares under the Securities Act.

12. Withholding Taxes; Section 83(b) Election.

(a) The Participant acknowledges and agrees that IBEX has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the issuance of the Class B Common Shares to the Participant or the lapse of the risk of forfeiture of such shares.

(b) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of IBEX or any of its agents. The Participant understands that the Participant (and not IBEX) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. The Participant understands that it may be beneficial in many circumstances to elect to be taxed at the time the Class B Common Shares are granted by the Company rather than when and as the risk of forfeiture with respect to such shares expires by filing an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "**Code**") with the I.R.S. within 30 days from the date of grant by the Company.

THE PARTICIPANT ACKNOWLEDGES THAT IT IS SOLELY THE PARTICIPANT'S RESPONSIBILITY AND NOT IBEX'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE PARTICIPANT REQUESTS THAT IBEX OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PARTICIPANT'S BEHALF.

Should Participant fail to file a timely election under Section 83(b) of the Code, the Company may, in its sole discretion, immediately cause any Unvested Shares existing at such time to be forfeited by the Participant pursuant to Section 4, regardless of whether Participant continues to provide Services to IBEX or not, and notwithstanding any other term of this Agreement or the Plan.

13. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Class B Common Shares pursuant to Section 3 hereof is earned only by the Participant's continuous Service (not through the act of being hired or purchasing the Class B Common Shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) No Voting Rights. The Participant acknowledges and agrees that the Class B Common Shares shall not confer upon the Participant any voting rights in the Company. To fully effect this provision, Participant shall, upon the execution of this Agreement, also execute and return to the Company the power of attorney and proxy in the form attached to this Agreement as Exhibit C.

(c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(d) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board.

(e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Sections 5 and 6 of this Agreement.

(f) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or her or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 13(f).

(g) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(h) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(i) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(j) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of Bermuda without regard to any applicable conflict of law principles.

(k) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed the Restricted Share Agreement as of the date and year first above written. The Participant hereby agrees to the terms and conditions thereof. The Participant hereby acknowledges receipt of a copy of the Company's 2018 Restricted Share Plan.

COMPANY:

IBEX HOLDINGS LIMITED

By: _____
Name: Mohammed Khaishgi
Title: Chief Executive Officer

Address: 50 Cedar Avenue, Crawford House Hamilton, HM 11, Bermuda

PARTICIPANT:

By: _____
Name: _____

Address: _____
_____

SPOUSAL CONSENT:

By: _____
Name: _____

Address: _____
_____

SIGNATURE PAGE TO RESTRICTED SHARE AGREEMENT
GRANTED UNDER RESTRICTED SHARE PLAN

EXHIBIT A

JOINT ESCROW INSTRUCTIONS

IBEX HOLDINGS LIMITED

JOINT ESCROW INSTRUCTIONS

December __, 2018

Compass Administration Services Limited
Secretary
IBEX Holdings Limited
50 Cedar Avenue
Hamilton HM11 Bermuda

Attention: Secretary

Dear Secretary:

As Escrow Agent for IBEX Holdings Limited, an exempted Bermuda company, and its successors in interest under the Restricted Share Agreement (the "**Agreement**") of even date herewith, to which a copy of these Joint Escrow Instructions is attached (IBEX Holdings Limited and its successors in interest, collectively the "**Company**"), and the undersigned person ("**Holder**"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of the Agreement in accordance with the following instructions:

1. Appointment and Power of Attorney. Holder irrevocably authorizes the Company to deposit with you (i) share transfer form or forms, duly executed in blank, in respect of the Class B Common Shares (as defined in the Agreement); and (ii) any certificates evidencing the Shares, to be held by you hereunder and any additions and substitutions to said Class B Common Shares. For purposes of these Joint Escrow Instructions, "**Class B Common Shares**" shall be deemed to include any additional or substitute property. Holder does hereby irrevocably constitute and appoint you and each of your directors and officers as his or her attorney-in-fact and agent for the term of this escrow to execute with respect to such Class B Common Shares all documents necessary or appropriate to transfer such Class B Common Shares and to complete any transaction herein contemplated. Holder undertakes to ratify and confirm any actions taken or purported to be taken by you in the exercise of the power conferred by the power of attorney granted by this Section 1. The power of attorney granted herein shall expire on the earliest to occur of (i) the transfer of all Class B Common Shares by Company that are capable of such transfer pursuant to the Agreement; or (ii) the expiration of the Company's right to receive from Participant any Class B Common Shares under the Agreement. Subject to the provisions of this Section 1 and the terms of the Agreement, Holder shall exercise all rights and privileges of a shareholder of the Company while the Class B Common Shares are held by you.

2. Closing of Transfer. Upon any forfeiture by the Holder of the Class B Common Shares pursuant to the Agreement, Holder and the Company hereby irrevocably authorize and direct you to close the forfeiture transaction in accordance with the terms of the Agreement. In connection with such closing, you are directed, subject to obtaining any necessary regulatory approvals from the Bermuda Monetary Authority in relation to the transfer of the Shares, to (i) date the share transfer form or forms necessary for the transfer of the Class B Common Shares, (ii) to fill in on such form or forms the number of Class B Common Shares being transferred, and (iii) to deliver the same, together with the certificate or certificates evidencing the Class B Common Shares, if applicable, to be transferred, to the Company pursuant to the Agreement.

3. Duties of Escrow Agent.

(a) Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

(b) You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact of Holder while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

(c) You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or entity, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. If you are uncertain of any actions to be taken or instructions to be followed, you may refuse to act in the absence of an order, judgment or decrees of a court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person or entity, by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

(d) You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

(e) You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder and may rely upon the advice of such counsel.

(f) Your rights and responsibilities as Escrow Agent hereunder shall terminate if (i) you cease to be Secretary of the Company or (ii) you resign by written notice to each party. In the event of a termination under clause (i), your successor as Secretary shall become Escrow Agent hereunder; in the event of a termination under clause (ii), the Company shall appoint a successor Escrow Agent hereunder.

(g) If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

(h) It is understood and agreed that if you believe a dispute has arisen with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

(i) These Joint Escrow Instructions set forth your sole duties with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into these Joint Escrow Instructions against you.

(j) The Company shall indemnify you and hold you harmless against any and all damages, losses, liabilities, costs, and expenses, including attorneys' fees and disbursements, (including without limitation the fees of counsel retained pursuant to Section 3(e) above, for anything done or omitted to be done by you as Escrow Agent in connection with this Agreement or the performance of your duties hereunder, except such as shall result from your gross negligence or willful misconduct.

4. Notice. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or by registered or certified mail with postage and fees prepaid, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto.

COMPANY:	Notices to the Company shall be sent to the address set forth in the salutation hereto, Attn: General Counsel
HOLDER:	Notices to Holder shall be sent to the address set forth below Holder's signature below.
ESCROW AGENT:	Notices to the Escrow Agent shall be sent to the address set forth in the salutation hereto.

5. Miscellaneous.

(a) By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions, and you do not become a party to the Agreement.

(b) This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Remainder of Page Intentionally Left Blank]

These Joint Escrow Instructions have been EXECUTED and DELIVERED as a DEED on the date stated above.

Very truly yours,

COMPANY:

IBEX HOLDINGS LIMITED

By: _____
Name: Mohammed Khaishgi
Title: Christy O'Connor

In the presence of:

_____
Witness name: Christy O'Connor

Address:1700 Pennsylvania Avenue, Suite 560 Washington DC, 20006, USA

HOLDER:

By: _____
Name: _____

Address: _____
_____

In the presence of:

_____
Witness name:
Address: _____
_____

ESCROW AGENT:

_____

_____

Exhibit B

Share Transfer Form

FOR VALUE RECEIVED, I hereby surrender, assign and transfer unto _____ (_____) Class B Common Shares, $0.000111650536 par value per share, of IBEX Holdings Limited (the "**Company**") standing in my name on the books of the Company represented, if applicable, by Certificate(s) Number _____ herewith, and do hereby irrevocably constitute and appoint Compass Administration Services Ltd. as my attorney to transfer the said shares on the books of the Company.

Dated: _____

_____
Participant

_____
Spouse of Participant (if applicable)

Instruction: Please do not fill in any blanks other than the signature line. The signature(s) to this transfer must correspond with the name as written upon the register of members or the face of the share certificate, if such share certificate has been issued, in every particular, without alteration, enlargement, or any change whatever.

Exhibit 10.37

IBEX HOLDINGS LIMITED

RESTRICTED SHARE AGREEMENT
GRANTED UNDER 2018 RESTRICTED SHARE PLAN

This Restricted Share Agreement (the "**Agreement**") is made this 31st day of December, 2018, between IBEX Holdings Limited, an exempted company incorporated in Bermuda (the "**Company**"), and [_____] (the "**Participant**").

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Purchase of Class B Common Shares.

The Company shall issue and sell to the Participant, and the Participant shall purchase from the Company, subject to the terms and conditions set forth in this Agreement and in the Company's 2018 Restricted Share Plan (the "**Plan**"), as well as obtaining any necessary regulatory approvals from the Bermuda Monetary Authority in relation to the transfer, [_____] class B common shares, $0.000111650536 par value, of the Company ("**Class B Common Shares**"), at a purchase price of $0.61 per share. The Participant is paying the aggregate purchase price for the Class B Common Shares through a partial recourse, secured promissory note to the order of the Company that is made and dated as of the date of this Agreement along with a related Pledge Agreement (such promissory note and Pledge Agreement being collectively referred to as the "**Note**"). The Participant agrees that the Class B Common Shares shall be subject to the Bye-Laws of the Company (the "**Bye-Laws**") and applicable law in addition to the purchase options set forth in Sections 4 and 7 of this Agreement and the restrictions on transfer set forth in Section 6 of this Agreement.

2. Certain Definitions.

(a) "**Cause**" with respect to a Participant will exist (unless another definition is provided in an applicable employment agreement or other applicable written agreement, in which such cause shall constitute "Cause" hereunder) in the event of any of the following: (i) any material breach by Participant of any written agreement between Participant and IBEX and, where the breach is curable as determined in the discretion of the Company's board of directors (the "**Board**"), Participant's failure to cure such breach within 10 days after receiving written notice thereof; (ii) any failure by Participant to comply with IBEX's written policies or rules as they may be in effect from time to time; (iii) neglect or persistent unsatisfactory performance of Participant's duties, as determined in the Board's discretion; (iv) Participant's repeated failure to follow reasonable and lawful instructions from the Board or Chief Executive Officer or other supervising board of directors body or executive officer of IBEX, as applicable; (v) Participant's conviction of, or plea of guilty or nolo contendre to, any felony or crime that results in, or which the Board determines in its reasonable discretion is expected to result in, damage to the business or reputation of IBEX; (vi) Participant's commission of or participation in an act of fraud or intentional misconduct against IBEX; (vii) Participant's intentional damage to IBEX's business, property or reputation; or (viii) Participant's unauthorized use or disclosure of any proprietary information or trade secrets of IBEX or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with IBEX. The determination as to whether a Participant has committed Cause shall be made in good faith by the Board, and if the Board has determined that Participant has committed Cause, the Company shall promptly notify Participant of such in writing. All determinations by the Board as to whether "Cause" has been committed shall be binding on the Participant. The foregoing definition does not in any way limit IBEX's ability to terminate a Participant's employment or consulting relationship at any time.

(b) "**Change of Control**" means (i) a sale of all or substantially all of the Company's assets other than to an Excluded Entity (as defined below), (ii) an amalgamation, merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, limited liability company or other entity other than an Excluded Entity, or (iii) the consummation of a transaction, or series of related transactions, in which any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of all of the Company's then outstanding voting securities.

Notwithstanding the foregoing, a transaction shall not constitute a Change of Control if its purpose is to (A) change the jurisdiction of the Company's incorporation, (B) create a holding company that will be owned in substantially the same proportions by the persons who hold the Company's securities immediately before such transaction, or (C) obtain funding for the Company in a financing that is approved by the Company's Board. An "**Excluded Entity**" means a corporation or other entity of which the holders of voting capital stock of the Company outstanding immediately prior to such transaction are the direct or indirect holders of voting securities representing at least a majority of the votes entitled to be cast by all of such corporation's or other entity's voting securities outstanding immediately after such transaction.

(c) "**IBEX**" collectively means: (i) the Company and all direct and indirect subsidiaries of the Company; and (ii) any entity, not included in (i), that controls, is controlled by, or is under common control with, the Company, with control being deemed to occur where the controlling entity owns or controls 50% or more of the voting securities or interests of the controlled entity.

(d) "**Service**" shall mean employment by or the provision of services to IBEX as an advisor, officer, consultant or member of the board of directors.

(e) "**Unvested Shares**" shall mean, as measured at the relevant time, those Class B Common Shares which are not vested under this Agreement.

(f) "**Vesting Commencement Date**" shall mean the first vesting date noted in Section 3, below.

(g) "**Vesting Period**" shall mean the date starting on the Vesting Commencement Date and ending on the earlier to occur of: (i) the very last vesting event to occur pursuant to Section 3; (ii) the date of Participant's commission of Cause, as such date has been reasonably determined by the Board, or (iii) the termination of Participant's Service for any reason or no reason.

3. Vesting.

The Class B Common Shares shall be subject to vesting as follows:

[_____ of the Class B Common Shares shall vest on December 31, 2018, and _____ of the Class B Common Shares shall vest on the first day of each month thereafter until all Class B Common Shares are vested in full.]

OR

[insert performance vesting description]

4. Purchase Option.

Upon the conclusion of the Vesting Period, the Company shall have the right and option (the "**Purchase Option**") to purchase from the Participant, for a sum of $0.61 per share (the "**Option Price**"), some or all of Participant's Unvested Shares.

5. Exercise of Purchase Option and Closing.

(a) The Company may exercise the Purchase Option by delivering or mailing to the Participant (or the Participant's estate), within 180 days after the termination of the Service of the Participant, a written notice of exercise of the Purchase Option. Such notice shall specify the number of Unvested Shares to be purchased. If and to the extent the Purchase Option is not so exercised by the giving of such a notice within such 180-day period, the Purchase Option shall automatically expire and terminate effective upon the expiration of such 180-day period.

(b) Within ten (10) days after delivery to the Participant of the Company's notice of the exercise of the Purchase Option pursuant to subsection (a) above, the Participant (or the Participant's estate) shall, pursuant to the provisions of the Joint Escrow Instructions referred to in Section 9 below, tender to the Company at its principal offices the certificate or certificates representing the Class B Common Shares that the Company has elected to purchase in accordance with the terms of this Agreement if such certificates have been issued, duly endorsed in blank or with duly endorsed share powers attached thereto, or a duly executed share transfer form in accordance with the Bye-Laws, all in form suitable for the transfer of such Class B Common Shares to the Company. Promptly following its receipt of such certificate or certificates or transfer form, as applicable, completion of any necessary filings pursuant to Bermuda law and updating of the register of members to reflect such transfer, the Company shall pay to the Participant the aggregate Option Price for such Class B Common Shares (provided that any delay in making such payment shall not invalidate the Company's exercise of the Purchase Option with respect to such Class B Common Shares).

(c) After the time at which any Unvested Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Unvested Shares or permit the Participant to exercise any of the privileges or rights of a shareholder with respect to such Unvested Shares, but shall, in so far as permitted by law, treat the Company as the owner of such Unvested Shares.

(d) The Option Price may be payable, at the option of the Company, in cancellation of all or a portion of any outstanding indebtedness of the Participant to IBEX or other amounts owing by Participant to IBEX or in cash (by check) or a combination of the foregoing. The Company shall be deemed to have made payment to Participant of the applicable Option Price upon: (i) providing a check made out in the amount of the Option Price to Participant (or Participant's estate) which is sent pursuant to the written notice provisions of this Agreement; (ii) offsetting, on a dollar for dollar basis, of any indebtedness or other amounts owing from Participant to IBEX equal to the amount of the applicable Option Price by providing Participant written notice of such offset; or (iii) a combination of any of (i) or (ii) that, in the aggregate, equates to payment of the applicable Option Price

(e) The Company shall not purchase any fraction of a Share upon exercise of the Purchase Option, and any fraction of a Share resulting from a computation made pursuant to Section 4 of this Agreement shall be rounded to the nearest whole Share (with any one-half Share being rounded upward).

(f) The Company may assign its Purchase Option to one or more persons or entities.

6. Restrictions on Transfer.

(a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "**transfer**") any Class B Common Shares, or any interest therein, that are subject to the Purchase Option, except that the Participant may transfer such Class B Common Shares (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board (collectively, "**Approved Relatives**") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Class B Common Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in this Section 6, the Purchase Option and the right of first refusal set forth in Section 7) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement and all other documentation, representations, or agreements as may be reasonably required by the Company or (ii) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger, amalgamation, scheme of arrangement, consolidation or other similar transaction involving the share capital of the Company), provided that, in accordance with the Plan, the securities or other property received by the Participant in connection with such transaction shall remain subject to this Agreement.

(b) The Participant shall not transfer any Class B Common Shares, or any interest therein, that are no longer subject to the Purchase Option, except in accordance with Section 7 below.

7. Right of First Refusal.

(a) If the Participant proposes to transfer any Class B Common Shares that are no longer subject to the Purchase Option (either because they are free from the Purchase Option pursuant to Section 4 or because the Purchase Option expired unexercised pursuant to Section 5), then the Participant shall first give written notice of the proposed transfer (the "**Transfer Notice**") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Class B Common Shares the Participant proposes to transfer (the "**Offered Shares**"), the price per share and all other material terms and conditions of the transfer.

(b) For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after the Participant's receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company if such certificates have been issued, duly endorsed in blank by the Participant or with duly endorsed share powers attached thereto or a duly executed share transfer form in accordance with the Bye-Laws, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, or transfer form, as applicable, completion of any necessary filings pursuant to Bermuda law and updating of the register of members to reflect such transfer, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 7 shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in Section 6 and the right of first refusal set forth in this Section 7) and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement.

(d) After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a shareholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) The following transactions shall be exempt from the provisions of this Section 7:

(1) a transfer of Class B Common Shares to or for the benefit of any Approved Relatives, or to a trust established solely for the benefit of the Participant and/or Approved Relatives;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "**Securities Act**"); and

(3) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger, amalgamation, scheme of arrangement, consolidation or other similar transaction involving the share capital of the Company);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Class B Common Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in Section 6 and the right of first refusal set forth in this Section 7) and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement and provide any other documentation, representations, and agreements as the Company may reasonably require.

(f) The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 7 to one or more persons or entities.

(g) The provisions of this Section 7 shall terminate upon the earlier of the following events:

(1) the closing of the sale of common shares of the Company in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) a Change of Control.

(h) The Company shall not be required (1) to transfer on its books any of the Class B Common Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or (2) to treat as owner of such Class B Common Shares or to pay dividends to any transferee to whom any such Class B Common Shares shall have been so sold or transferred.

8. Agreement in Connection with Initial Public Offering.

The Participant agrees, in connection with the initial underwritten public offering of common shares of the Company pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any common shares of the Company or any securities convertible into or exercisable or exchangeable for common shares of the Company or (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of common shares of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of common shares of the Company or other securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days from the date of the final prospectus relating to the offering (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4) or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the common shares of the Company or other securities subject to the foregoing restriction until the end of the "lock-up" period. The Company may also impose stop-transfer instructions with respect to the common shares of the Company it deems necessary to enforce restrictions as may otherwise be required to enforce restrictions against transferability of Unvested Shares pursuant to this Agreement or the Note.

9. Escrow.

The Participant shall, upon the execution of this Agreement (i) execute Joint Escrow Instructions in the form attached to this Agreement as Exhibit A, which Joint Escrow Instructions shall be delivered to the Secretary of the Company, as escrow agent thereunder ("**Escrow Agent**"); and (ii) deliver to the Escrow Agent a Share Transfer Form, duly endorsed in blank, in the form attached to this Agreement as Exhibit B, and the Participant hereby instructs the Company to deliver to the Escrow Agent, on behalf of the Participant, the certificate(s) evidencing the Class B Common Shares issued hereunder. Such materials shall be held by the Escrow Agent pursuant to the terms of such Joint Escrow Instructions.

10. Restrictive Legends.

If issued, all certificates representing Class B Common Shares shall have affixed thereto legends in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

> "The shares represented by this certificate are subject to restrictions on transfer and an option to purchase set forth in a certain Restricted Share Agreement between the corporation and the registered owner of these shares (or such owner's predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."
>
> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel satisfactory to the corporation to the effect that such registration is not required."

11. Provisions of the Plan.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

12. Investment Representations.

The Participant represents, warrants and covenants as follows:

(a) The Participant is purchasing the Class B Common Shares for Participant's own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Class B Common Shares in violation of the Securities Act, or any rule or regulation under the Securities Act.

(b) The Participant has had such opportunity as Participant has deemed adequate to obtain from representatives of the Company such information as is necessary to permit him or her to evaluate the merits and risks of Participant's investment in the Company, including but not limited to access to the charter documents of the Company upon Participant's written request.

(c) The Participant has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Class B Common Shares and to make an informed investment decision with respect to such purchase.

(d) The Participant can afford a complete loss of the value of the Class B Common Shares and is able to bear the economic risk of holding such Class B Common Shares for an indefinite period.

(e) The Participant understands that (i) the Class B Common Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Class B Common Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the common shares of the Company, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) the Company has no obligation owing to Participant to register the Class B Common Shares under the Securities Act.

13. Withholding Taxes; Section 83(b) Election.

(a) The Participant acknowledges and agrees that IBEX has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the purchase of the Class B Common Shares by the Participant or the lapse of the Purchase Option.

(b) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of IBEX or any of its agents. The Participant understands that the Participant (and not IBEX) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. The Participant understands that it may be beneficial in many circumstances to elect to be taxed at the time the Class B Common Shares are granted by the Company rather than when and as the Company's Purchase Option expires by filing an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "**Code**") with the I.R.S. within 30 days from the date of grant by the Company.

THE PARTICIPANT ACKNOWLEDGES THAT IT IS SOLELY THE PARTICIPANT'S RESPONSIBILITY AND NOT IBEX'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE PARTICIPANT REQUESTS THAT IBEX OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PARTICIPANT'S BEHALF.

Should Participant fail to file a timely election under Section 83(b) of the Code, the Company may, in its sole discretion, immediately exercise the Purchase Option with respect to any Unvested Shares existing at such time, regardless of whether Participant continues to provide Services to IBEX or not, and notwithstanding any other term of this Agreement or the Plan.

14. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Class B Common Shares pursuant to Section 3 hereof is earned only by the Participant's continuous Service (not through the act of being hired or purchasing the Class B Common Shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) No Voting Rights. The Participant acknowledges and agrees that the Class B Common Shares shall not confer upon the Participant any voting rights in the Company. To fully effect this provision, Participant shall, upon the execution of this Agreement, also execute and return to the Company the power of attorney and proxy in the form attached to this Agreement as Exhibit C.

(c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(d) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board.

(e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Sections 6 and 7 of this Agreement.

(f) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or her or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 14(f).

(g) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(h) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(i) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(j) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of Bermuda without regard to any applicable conflict of law principles.

(k) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed the Restricted Share Agreement as of the date and year first above written. The Participant hereby agrees to the terms and conditions thereof. The Participant hereby acknowledges receipt of a copy of the Company's 2018 Restricted Share Plan.

COMPANY:

IBEX HOLDINGS LIMITED

By: _____
Name: Mohammed Khaishgi
Title: Chief Executive Officer

Address: 50 Cedar Avenue, Crawford House
Hamilton, HM 11, Bermuda

PARTICIPANT:

By: _____
Name: _____

Address: _____

SPOUSAL CONSENT:

By: _____
Name: _____

Address: _____

SIGNATURE PAGE TO RESTRICTED SHARE AGREEMENT
GRANTED UNDER RESTRICTED SHARE PLAN

EXHIBIT A

JOINT ESCROW INSTRUCTIONS

IBEX HOLDINGS LIMITED

JOINT ESCROW INSTRUCTIONS

December 31, 2018

Compass Administration Services Limited
Secretary
IBEX Holdings Limited
50 Cedar Avenue
Hamilton HM11 Bermuda

Attention: Secretary

Dear Secretary:

As Escrow Agent for IBEX Holdings Limited, an exempted Bermuda company, and its successors in interest under the Restricted Share Agreement (the "**Agreement**") of even date herewith, to which a copy of these Joint Escrow Instructions is attached (IBEX Holdings Limited and its successors in interest, collectively the "**Company**"), and the undersigned person ("**Holder**"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of the Agreement in accordance with the following instructions:

1. Appointment and Power of Attorney. Holder irrevocably authorizes the Company to deposit with you (i) share transfer form or forms, duly executed in blank, in respect of the Class B Common Shares (as defined in the Agreement); and (ii) any certificates evidencing the Shares, to be held by you hereunder and any additions and substitutions to said Class B Common Shares. For purposes of these Joint Escrow Instructions, "**Class B Common Shares**" shall be deemed to include any additional or substitute property. Holder does hereby irrevocably constitute and appoint you and each of your directors and officers as his or her attorney-in-fact and agent for the term of this escrow to execute with respect to such Class B Common Shares all documents necessary or appropriate to transfer such Class B Common Shares and to complete any transaction contemplated herein, in the Agreement, or in the Note (as that term is defined in the Agreement). Holder undertakes to ratify and confirm any actions taken or purported to be taken by you in the exercise of the power conferred by the power of attorney granted by this Section 1. The power of attorney granted herein shall expire on the earliest to occur of (i) the repurchase of all Class B Common Shares by Company that are capable of repurchase under the Agreement; or (ii) the first date where both (x) the Company's right to purchase any Class B Common Shares under the Agreement has expired; and (y) the Note has been satisfied in full. Subject to the provisions of this Section 1 and the terms of the Agreement and the Note, Holder shall exercise all rights and privileges of a shareholder of the Company while the Class B Common Shares are held by you.

2. Closing of Purchase.

(a) Upon any purchase by the Company of the Class B Common Shares pursuant to the Agreement, the Company shall give to Holder and you a written notice specifying the number of Class B Common Shares to be purchased, the purchase price for the Class B Common Shares, as determined pursuant to the Agreement or the Note (as applicable), the effective date of such repurchase ("**Effective Date**"), and the time for a closing hereunder (the "**Closing**") at the principal office of the Company. Holder and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

(b) At the Closing, you are directed, subject to obtaining any necessary regulatory approvals from the Bermuda Monetary Authority in relation to the transfer of the Shares, (i) to date the share transfer form or forms necessary for the transfer of the Class B Common Shares as of the Effective Date, (ii) to fill in on such form or forms the number of Class B Common Shares being transferred, and (iii) to deliver the same, together with the certificate or certificates evidencing the Class B Common Shares to be transferred, if applicable, to the Company pursuant to the Agreement.

3. Duties of Escrow Agent.

(a) Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

(b) You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact of Holder while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

(c) You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or entity, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. If you are uncertain of any actions to be taken or instructions to be followed, you may refuse to act in the absence of an order, judgment or decrees of a court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person or entity, by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

(d) You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

(e) You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder and may rely upon the advice of such counsel.

(f) Your rights and responsibilities as Escrow Agent hereunder shall terminate if (i) you cease to be Secretary of the Company or (ii) you resign by written notice to each party. In the event of a termination under clause (i), your successor as Secretary shall become Escrow Agent hereunder; in the event of a termination under clause (ii), the Company shall appoint a successor Escrow Agent hereunder.

(g) If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

(h) It is understood and agreed that if you believe a dispute has arisen with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

(i) These Joint Escrow Instructions set forth your sole duties with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into these Joint Escrow Instructions against you.

(j) The Company shall indemnify you and hold you harmless against any and all damages, losses, liabilities, costs, and expenses, including attorneys' fees and disbursements, (including without limitation the fees of counsel retained pursuant to Section 3(e) above, for anything done or omitted to be done by you as Escrow Agent in connection with this Agreement or the performance of your duties hereunder, except such as shall result from your gross negligence or willful misconduct.

4. Notice. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or by registered or certified mail with postage and fees prepaid, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto.

COMPANY:	Notices to the Company shall be sent to the address set forth in the salutation hereto, Attn: General Counsel
HOLDER:	Notices to Holder shall be sent to the address set forth below Holder's signature below.
ESCROW AGENT:	Notices to the Escrow Agent shall be sent to the address set forth in the salutation hereto.

5. Miscellaneous.

(a) By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions, and you do not become a party to the Agreement.

(b) This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Remainder of Page Intentionally Left Blank]

These Joint Escrow Instructions have been EXECUTED and DELIVERED as a DEED on the date stated above.

Very truly yours,

COMPANY:

IBEX HOLDINGS LIMITED

By: _____
Name: Mohammed Khaishgi
Title: Christy O'Connor

In the presence of:

_____
Witness name: Christy O'Connor

Address: 1700 Pennsylvania Avenue, Suite 560
Washington DC, 20006, USA

HOLDER:

By: _____
Name: _____

Address: _____
_____

In the presence of:

_____
Witness name:
Address: _____
_____

ESCROW AGENT:

_____

Exhibit B

Share Transfer Form

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto _____ (_____) shares of Class B Common Shares, $0.000111650536 par value per share, of IBEX Holdings Limited (the "**Company**") standing in my name on the books of the Company, if applicable, represented by Certificate(s) Number _____ herewith, and do hereby irrevocably constitute and appoint Compass Administration Services Ltd. as my attorney to transfer the said shares on the books of the Company.

Dated: _____

_____
Participant

_____
Spouse of Participant (if applicable)

Instruction: Please do not fill in any blanks other than the signature line. The signature(s) to this transfer must correspond with the name as written upon the register of members of the Company or the face of the share certificate, if such share certificate has been issued, in every particular, without alteration, enlargement, or any change whatever.

Exhibit 10.38

IBEX HOLDINGS LIMITED

UK SUB-PLAN OF THE 2018 RESTRICTED SHARE PLAN

1. **Adoption of UK Sub-Plan**

1.1 Ibex Holdings Limited, a company incorporated in Bermuda ("**Company**") has established the 2018 Restricted Share Plan ("**2018 Plan**") and is now establishing a UK Sub-Plan to the 2018 Plan ("**UK Sub-Plan**"), the rules of which ("**Rules**") are set out in this document. The Plan (which is attached to the Rules) shall apply to the UK Sub-Plan subject to the additional restrictions and amendments specified below.

1.2 References in these Rules to Sections are to Sections of the Plan.

1.3 Restricted Shares awarded under the UK Sub-Plan are not intended to qualify for or otherwise provide any beneficial tax treatment to Participants.

2. **Purposes of the UK Sub-Plan**

2.1 The purpose of the UK Sub-Plan is to award Restricted Shares to Eligible Employees (as defined below) for commercial reasons in order to recruit or retain Eligible Employees and not as part of a scheme or arrangement the main purpose, or one of the main purposes, of which is the avoidance of tax.

2.2 Restricted Share awards are granted pursuant to an "employees' share scheme" for the purposes of the Financial Services and Markets Act 2000.

3. **Definitions**

Defined terms set out in the 2018 Plan apply to the UK Sub-Plan, with the following additions:

(i) "Control" (for the purposes of the definition of "Subsidiary", below) has the meaning contained in section 719 of ITEPA.

(ii) "Eligible Employee" means an individual who is an employee of the Company or any Subsidiary and is resident in the United Kingdom for tax purposes;

(iii) "HMRC" means the United Kingdom HM Revenue & Customs;

(iv) "ITEPA" means the Income Tax (Earnings and Pensions) Act 2003; and

(v) "Subsidiary" means a company (wherever incorporated) which for the time being is under the Control of the Company.

4. **Eligibility**

Restricted Share awards granted under the UK Sub-Plan may only be granted to Eligible Employees and not to any other person who is not also an Eligible Employee on the date of grant.

5. **Tax withholding**

5.1 In addition to the provisions of Section 7(e), the Participant shall be accountable for any income tax and, subject to the following provisions, national insurance liability which is chargeable on any assessable income deriving from the acquisition, holding or disposal of Restricted Shares. In respect of such assessable income the Participant shall indemnify the Company and (at the direction of the Company) any Subsidiary which is or may be treated as the employer of the Participant in respect of the following (together, the "**Tax Liabilities**"):

(a) any income tax liability which falls to be paid to HMRC by the Company (or the relevant employing Subsidiary) under the PAYE system as it applies to income tax under ITEPA and the PAYE regulations referred to in it; and

(b) any national insurance liability which falls to be paid to HMRC by the Company (or the relevant employing Subsidiary) under the PAYE system as it applies for national insurance purposes under the Social Security Contributions and Benefits Act 1992 and regulations referred to in it, such national insurance liability being the aggregate of:
(i) all the employee's primary Class 1 national insurance contributions; and
(ii) all the employer's secondary Class 1 national insurance contributions.

5.2 Pursuant to the indemnity referred to in Rule 5.1, the Participant shall make such arrangements as the Company requires to meet the cost of the Tax Liabilities, including at the direction of the Company any of the following:

(a) making a cash payment of an appropriate amount to the relevant company whether by cheque, banker's draft or deduction from salary in time to enable the employing company to remit such amount to HMRC before the 14th day following the end of the month in which the event giving rise to the Tax Liabilities occurred; and/or

(b) appointing the Company as agent and/or attorney for the sale of sufficient Restricted Shares acquired to cover the Tax Liabilities and authorising the payment to the relevant company of the appropriate amount (including all reasonable fees, commissions and expenses incurred by the relevant company in relation to such sale) out of the net proceeds of sale of the Restricted Shares; and/or

(c) (if lawful to do so) entering into an election whereby the employer's liability for secondary Class 1 national insurance contributions is transferred to the Participant on terms set out in the election and approved in advance by HMRC.

6. **Notification to HMRC**

The Company shall procure that the relevant Subsidiary employing the Participant at the date of grant of the Restricted Share award shall carry out all necessary filings with HMRC with respect to the acquisition of Restricted Shares by Participants, including submitting an annual return to HMRC within the statutory timeframe for making such submission.

7. **Section 431(1) election**

Where Shares to be acquired are considered to be "restricted securities" for the purposes of ITEPA (such determination to be at the sole discretion of the Company), it is a condition of the acquisition of Restricted Shares that the Participant, if so directed by the Company, enters into a joint election with the relevant Subsidiary employing the Participant pursuant to section 431(1) of ITEPA.

8. **Employment rights**

8.1 A Participant's terms of employment shall not be affected in any way by his participation in the UK Sub-Plan, which shall not form part of such terms (either expressly or impliedly) nor in any way entitle him to take into account such participation in calculating any compensation or damages on the termination of his employment for whatever reason (whether lawful or unlawful) which might otherwise be payable to him, and the Participant's terms of employment shall be deemed to be varied accordingly.

8.2 The UK Sub-Plan is entirely discretionary and may be suspended or terminated by the Board at any time for any reason. Participation in the UK Sub-Plan is entirely discretionary and does not create any contractual or other right to receive future grants of Restricted Share awards or other awards, or benefits in lieu of awards. All determinations with respect to future grants of Restricted Share awards will be at the sole discretion of the Board.

8.3 Rights under the UK Sub-Plan are not pensionable.

9. **Data privacy**

By entering into an award agreement, a Participant permits the Company and any Subsidiary to obtain, retain and process information relating to that Participant in accordance with the Company's privacy notice made available to the Participant.

Adopted by the Board of Directors of

Ibex Holdings Limited on

…….. 2018

Exhibit 10.39

IBEX LIMITED
2020 LONG-TERM INCENTIVE PLAN

1. History; Existence of the Plan.

IBEX LIMITED, a Bermuda exempted company ("*IBEX*"), has established the IBEX 2020 LONG-TERM INCENTIVE PLAN, as set forth herein, and as the same may be amended from time to time (the "*Plan*"). The Plan will come into existence on the Adoption Date. In addition, no Award will be exercised (or, in the case of Restricted Share, Restricted Share Units, Performance Shares, or Other Share-Based Awards, no Award will be granted) and no Performance Units will be settled unless and until the Plan has been approved by the shareholders of IBEX, which approval will be within 12 months after the date the Plan is adopted by the Board of Directors of IBEX (the "*Board*").

No awards will be made under the IBEX Holdings Limited 2017 Share Plan or the IBEX Holdings Limited 2018 Restricted Share Plan (such plan referred to as the "*2018 Plan*") on or after the Adoption Date.

2. Purposes of the Plan.

The Plan is designed to:

(a) promote the long-term financial interests and growth of IBEX and its Subsidiaries (together, the "*Company*") by attracting and retaining management and other personnel of IBEX and other Eligible Individuals.

(b) motivate management personnel by means of growth-related incentives to achieve long-range goals; and

(c) further the alignment of interests of Participants with those of the shareholders of IBEX through opportunities for increased share or share-based ownership in IBEX.

Toward these objectives, the Administrator may grant share options, share appreciation rights, share awards, share units, performance shares, performance units, and other share-based awards to eligible individuals on the terms and subject to the conditions set forth in the Plan.

3. Terminology.

Except as otherwise specifically provided in an Award Agreement, capitalized words and phrases used in the Plan or an Award Agreement shall have the meaning set forth in the glossary at Section 17 of the Plan or as defined the first place such word or phrase appears in the Plan.

4. Administration.

(a) *Administration of the Plan.* The Plan shall be administered by the Administrator.

(b) *Powers of the Administrator*. The Administrator shall, except as otherwise provided under the Plan, have plenary authority, in its sole and absolute discretion, to grant Awards pursuant to the terms of the Plan to Eligible Individuals and to take all other actions necessary or desirable to carry out the purpose and intent of the Plan. Among other things, the Administrator shall have the authority, in its sole and absolute discretion, subject to the terms and conditions of the Plan to:

(i) determine the Eligible Individuals to whom, and the time or times at which, Awards shall be granted;

(ii) determine the types of Awards to be granted any Eligible Individual;

(iii) determine the number of Common Shares to be covered by or used for reference purposes for each Award or the value to be transferred pursuant to any Award;

(iv) determine the terms, conditions and restrictions applicable to each Award (which need not be identical) and any shares acquired pursuant thereto, including, without limitation, (A) the purchase price of any Common Shares, (B) the method of payment for shares purchased pursuant to any Award, (C) the method for satisfying any tax withholding obligation arising in connection with any Award, including by the withholding or delivery of Common Shares, (D) the timing, terms and conditions of the exercisability, vesting or payout of any Award or any shares acquired pursuant thereto, (E) the Performance Goals applicable to any Award and the extent to which such Performance Goals have been attained, (F) the time of the expiration of any Award, (G) the effect of the Participant's Termination of Service on any of the foregoing, and (H) all other terms, conditions and restrictions applicable to any Award or shares acquired pursuant thereto as the Administrator shall consider to be appropriate and not inconsistent with the terms of the Plan;

(v) subject to Sections 7(e) 10(c) and 15, modify, amend or adjust the terms and conditions of any Award, including but not limited to, any such modification, amendment or substitution that results in repricing of the Award which may be made without prior stockholder approval;

(vi) accelerate or otherwise change the time at or during which an Award may be exercised or becomes payable and waive or accelerate the lapse, in whole or in part, of any restriction, condition or risk of forfeiture with respect to such Award; *provided*, *however*, that, except in connection with death, disability or a Change in Control, no such change, waiver or acceleration to any Award that is considered "deferred compensation" within the meaning of Section 409A or Section 457A of the Code (to the extent applicable) if the effect of such action is inconsistent with Section 409A or Section 457A of the Code;

(vii) determine whether an Award will be paid or settled in cash, Common Shares, or in any combination thereof and whether, to what extent and under what circumstances cash or Common Shares payable with respect to an Award shall be deferred either automatically or at the election of the Participant;

(viii) for any purpose, including but not limited to, qualifying for preferred or beneficial tax treatment, accommodating the customs or administrative challenges or otherwise complying with the tax, accounting or regulatory requirements of one or more jurisdictions, adopt, amend, modify, administer or terminate sub-plans, appendices, special provisions or supplements applicable to Awards regulated by the laws of a particular jurisdiction, which sub-plans, appendices, supplements and special provisions may take precedence over other provisions of the Plan, and prescribe, amend and rescind rules and regulations relating to such sub-plans, supplements and special provisions;

(ix) establish any "blackout" period, during which transactions affecting Awards may not be effectuated, that the Administrator in its sole discretion deems necessary or advisable;

(x) determine the Fair Market Value of Common Shares or other property for any purpose under the Plan or any Award;

(xi) administer, construe and interpret the Plan, Award Agreements and all other documents relevant to the Plan and Awards issued thereunder, and decide all other matters to be determined in connection with an Award;

(xii) establish, amend, rescind and interpret such administrative rules, regulations, agreements, guidelines, instruments and practices for the administration of the Plan and for the conduct of its business as the Administrator deems necessary or advisable;

(xiii) correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award or Award Agreement in the manner and to the extent the Administrator shall consider it desirable to carry it into effect; and

(xiv) otherwise administer the Plan and all Awards granted under the Plan.

(c) *Delegation of Administrative Authority.* The Administrator may designate officers or employees of the Company to assist the Administrator in the administration of the Plan and, to the extent permitted by applicable law and stock exchange rules, the Administrator may delegate to officers or other employees of the Company the Administrator's duties and powers under the Plan, subject to such conditions and limitations as the Administrator shall prescribe, including without limitation the authority to execute agreements or other documents on behalf of the Administrator; provided, however, that such delegation of authority shall not extend to the granting of, or exercise of discretion with respect to, Awards to Eligible Individuals who are officers under Section 16 of the Exchange Act, to the extent applicable.

(d) *Non-Uniform Determinations*. The Administrator's determinations under the Plan (including without limitation, determinations of the persons to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the Award Agreements evidencing such Awards, and the ramifications of a Change in Control upon outstanding Awards) need not be uniform and may be made by the Administrator selectively among Awards or persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated.

(e) *Limited Liability; Advisors.* To the maximum extent permitted by law, no member of the Administrator, nor any director, officer, employee or representative of IBEX shall be liable for any action taken or decision made in good faith relating to the Plan or any Award thereunder. The Administrator may employ counsel, consultants, accountants, appraisers, brokers or other persons. The Administrator, IBEX and the officers and directors IBEX shall be entitled to rely upon the advice, opinions or valuations of any such persons.

(f) *Indemnification*. To the maximum extent permitted by law, by IBEX's bye-laws, and by any directors' and officers' liability insurance coverage which may be in effect from time to time, the members of the Administrator and any agent or delegate of the Administrator who is a director, officer or employee of IBEX or an Affiliate shall be indemnified by IBEX against any and all liabilities and expenses to which they may be subjected by reason of any act or failure to act with respect to their duties on behalf of the Plan.

(g) *Effect of Administrator's Decision*. All actions taken and determinations made by the Administrator on all matters relating to the Plan or any Award pursuant to the powers vested in it hereunder shall be in the Administrator's sole and absolute discretion, unless in contravention of any express term of the Plan, including, without limitation, any determination involving the appropriateness or equitableness of any action. All determinations made by the Administrator shall be conclusive, final and binding on all parties concerned, including IBEX, any Participants and any other employee, or director of IBEX and its Affiliates, and their respective successors in interest. No member of the Administrator, nor any director, officer, employee or representative of IBEX shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or Awards.

5. Shares Issuable Pursuant to Awards.

(a) *Initial Share Pool.* Subject to adjustments as provided in Section 10 of the Plan, the number of Common Shares issuable pursuant to Awards that may be granted under the Plan shall equal 1,287,326.13 Common Shares (the "*Share Pool*").

(i) The Share Pool shall be reduced, on the date of grant, by one share for each Common Share made subject to an Award granted under the Plan;

(ii) The Share Pool shall be increased, on the relevant date, by the number of unissued Common Shares underlying or used as a reference measure for any Award or portion of an Award that is cancelled, forfeited, expired, terminated unearned or settled in cash granted under the Plan or the 2018 Plan, in any such case without the issuance of shares and by the number of Common Shares used as a reference measure for any Award that are not issued upon settlement of such Award either due to a net settlement or otherwise;

(iii) The Share Pool shall be increased, on the forfeiture date, by the number of Common Shares that are forfeited back to IBEX after issuance due to a failure to meet an Award contingency or condition with respect to any Award or portion of an Award granted under the Plan or the 2018 Plan;

(iv) The Share Pool shall be increased, on the exercise date, by the number of Common Shares withheld by or surrendered (either actually or through attestation) to IBEX in payment of the exercise price of any Award granted under the Plan or the 2018 Plan; and

(v) The Share Pool shall be increased, on the relevant date, by the number of Common Shares withheld by or surrendered (either actually or through attestation) to IBEX in payment of the Tax Withholding Obligation that arises in connection with any Award granted under the Plan or the 2018 Plan.

b. *ISO Limit*. Subject to adjustment pursuant to Section 10 of the Plan, the maximum number of Common Shares that may be issued pursuant to share options granted under the Plan that are intended to qualify as Incentive Share Options within the meaning of Section 422 of the Code shall be equal to 3,500,000 Common Shares.

c. *Source of Shares*. The Common Shares with respect to which Awards may be made under the Plan shall be shares authorized for issuance under IBEX's memorandum of association and bye-laws but unissued, or issued and reacquired, including without limitation shares purchased in the open market or in private transactions.

d. *Non-Employee Director Award Limit*. In addition, the Administrator may establish compensation for Non-Employee Directors from time to time, subject to the limitations in the Plan. The Administrator will from time to time determine the terms, conditions and amounts of all such Non-Employee Director compensation in its discretion and pursuant to the exercise of its business judgment, taking into account such factors, circumstances and considerations as it shall deem relevant from time to time, provided that the sum of any cash compensation and the grant date fair value of Awards (as determined in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) granted under the Plan to a Non-Employee Director as compensation for services as a Non-Employee Director during any calendar year of the Company may not exceed $250,000 for an annual grant, *provided however*, in a Non-Employee Director's first year of service compensation for services may not exceed $500,000 (such limits, the "*Director Limits*")·· The Administrator may make exceptions to this limit for individual Non-Employee directors in extraordinary circumstances, as the Administrator may determine in its discretion, provided that the Non-Employee Director receiving such additional compensation may not participate in the decision to award such compensation or in other compensation decisions involving Non-Employee Director.

6. Participation.

Participation in the Plan shall be open to all Eligible Individuals, as may be selected by the Administrator from time to time. The Administrator may also grant Awards to Eligible Individuals in connection with hiring, recruiting or otherwise, prior to the date the individual first performs services for IBEX or an Affiliate; *provided, however*, that such Awards shall not become vested or exercisable and no shares shall be issued to such individual, prior to the date the individual first commences performance of such services.

7. Awards.

(a) *Awards, In General.* The Administrator, in its sole discretion, shall establish the terms of all Awards granted under the Plan consistent with the terms of the Plan. Awards may be granted individually or in tandem with other types of Awards, concurrently with or with respect to outstanding Awards. All Awards are subject to the terms and conditions provided in the Award Agreement, which shall be delivered to the Participant receiving such Award upon, or as promptly as is reasonably practicable following, the grant of such Award. Unless otherwise specified by the Administrator, in its sole discretion, or otherwise provided in the Award Agreement, an Award shall not be effective unless the Award Agreement is signed or otherwise accepted by IBEX and the Participant receiving the Award (including by electronic delivery and/or electronic signature).

(b) *Share Options*.

(i) *Grants*. A share option means a right to purchase a specified number of Common Shares from IBEX at a specified price during a specified period of time. The Administrator may from time to time grant to Eligible Individuals Awards of Incentive Share Options or Nonqualified Options; *provided, however*, that Awards of Incentive Share Options shall be limited to employees of IBEX or of any current or hereafter existing "parent corporation" or "subsidiary corporation," as defined in Sections 424(e) and 424(f) of the Code, respectively, of IBEX, and any other Eligible Individuals who are eligible to receive Incentive Share Options under the provisions of Section 422 of the Code. No share option shall be an Incentive Share Option unless so designated by the Administrator at the time of grant or in the applicable Award Agreement.

(ii) *Exercise*. Share options shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator; *provided, however,* that Awards of share options may not have a term in excess of ten years' duration unless required otherwise by applicable law.

(iii) *Termination of Service*. Except as provided in the applicable Award Agreement or otherwise determined by the Administrator, to the extent share options are not vested and exercisable, a Participant's share options shall be forfeited upon his or her Termination of Service.

(iv) *Additional Terms and Conditions*. The Administrator may, by way of the Award Agreement or otherwise, determine such other terms, conditions, restrictions, and/or limitations, if any, of any Award of share options, *provided* they are not inconsistent with the Plan.

(c) *Limitation on Reload Options*. The Administrator shall not grant share options under this Plan that contain a reload or replenishment feature pursuant to which a new share option would be granted automatically upon receipt of delivery of Common Shares to IBEX in payment of the exercise price or any tax withholding obligation under any other share option.

(d) *Share Appreciation Rights*.

(i) *Grants.* The Administrator may from time to time grant to Eligible Individuals Awards of share appreciation rights. A share appreciation right entitles the Participant to receive, subject to the provisions of the Plan and the Award Agreement, a payment having an aggregate value equal to the product of (i) the excess of (A) the Fair Market Value on the exercise date of one share of Common Share over (B) the base price per share specified in the Award Agreement, times (ii) the number of shares specified by the share appreciation right, or portion thereof, which is exercised. The base price per share specified in the Award Agreement shall not be less than the lower of the Fair Market Value on the date of grant or the exercise price of any tandem share option to which the share appreciation right is related, or with respect to share appreciation rights that are granted in substitution of similar types of awards of a company acquired by IBEX or a Subsidiary or with which IBEX or a Subsidiary combines (whether in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or shares, or otherwise) such base price as is necessary to preserve the intrinsic value of such awards.

(ii) *Exercise*. Share appreciation rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator; *provided, however,* that share appreciation rights granted under the Plan may not have a term in excess of ten years' duration unless required otherwise by applicable law. The applicable Award Agreement shall specify whether payment by IBEX of the amount receivable upon any exercise of a share appreciation right is to be made in cash or Common Shares or a combination of both, or shall reserve to the Administrator or the Participant the right to make that determination prior to or upon the exercise of the share appreciation right. If upon the exercise of a share appreciation right a Participant is to receive a portion of such payment in Common Shares, the number of shares shall be determined by dividing such portion by the Fair Market Value of a share of Common Share on the exercise date. No fractional shares shall be used for such payment and the Administrator shall determine whether cash shall be given in lieu of such fractional shares or whether such fractional shares shall be eliminated.

(iii) *Termination of Service*. Except as provided in the applicable Award Agreement or otherwise determined by the Administrator, to the extent share appreciation rights are not vested and exercisable, a Participant's share appreciation rights shall be forfeited upon his or her Termination of

(iv) *Additional Terms and Conditions*. The Administrator may, by way of the Award Agreement or otherwise, determine such other terms, conditions, restrictions, and/or limitations, if any, of any Award of share appreciation rights, *provided* they are not inconsistent with the Plan.

(e) *Share Awards*.

(i) *Grants*. The Administrator may from time to time grant to Eligible Individuals Awards of unrestricted Common Shares or Restricted Shares (collectively, "*Share Awards*") on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as the Administrator shall determine, subject to the limitations set forth in Section 7(b). Share Awards shall be evidenced in such manner as the Administrator may deem appropriate, including via book-entry registration.

(ii) *Vesting*. Restricted Share shall be subject to such vesting, restrictions on transferability and other restrictions, if any, and/or risk of forfeiture as the Administrator may impose at the date of grant or thereafter. The Restriction Period to which such vesting, restrictions and/or risk of forfeiture apply may lapse under such circumstances, including without limitation upon the attainment of Performance Goals, in such installments, or otherwise, as the Administrator may determine. Subject to the provisions of the Plan and the applicable Award Agreement, during the Restriction Period, the Participant shall not be permitted to sell, assign, transfer, pledge or otherwise encumber shares of Restricted Share.

(iii) *Rights of a Shareholder; Dividends*. Except to the extent restricted under the Award Agreement relating to the Restricted Shares, a Participant granted Restricted Shares shall have all of the rights of a shareholder of Common Shares including, without limitation, the right to vote Restricted Shares. Cash dividends declared payable on Common Shares shall be paid, with respect to outstanding Restricted Shares, either as soon as practicable following the dividend payment date or deferred for payment to such later date as determined by the Administrator, and shall be paid in cash or as unrestricted Common Shares having a Fair Market Value equal to the amount of such dividends or may be reinvested in additional Restricted Share as determined by the Administrator; *provided*, *however*, that dividends declared payable on a Restricted Share that is granted as a Performance Award shall be held by IBEX and made subject to forfeiture at least until achievement of the applicable Performance Goal related to such Restricted Share. Shares distributed in connection with a share split or share dividend, and other property distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Shares with respect to which such Common Shares or other property has been distributed. As soon as is practicable following the date on which restrictions on any shares of Restricted Shares lapse, IBEX shall deliver to the Participant the certificates for such shares or shall cause the shares to be registered in the Participant's name in book-entry form, in either case with the restrictions removed, provided that the Participant shall have complied with all conditions for delivery of such shares contained in the Award Agreement or otherwise reasonably required by IBEX.

(iv) *Termination of Service*. Except as provided in the applicable Award Agreement, upon Termination of Service during the applicable Restriction Period, Restricted Shares and any accrued but unpaid dividends that are at that time subject to restrictions shall be forfeited; *provided* that the Administrator may provide, by rule or regulation or in any Award Agreement, or may determine in any individual case, that restrictions or forfeiture conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and the Administrator may in other cases waive in whole or in part the forfeiture of Restricted Shares.

(v) *Additional Terms and Conditions*. The Administrator may, by way of the Award Agreement or otherwise, determine such other terms, conditions, restrictions, and/or limitations, if any, of any Award of Restricted Shares, *provided* they are not inconsistent with the Plan.

(f) *Share Units*.

(i) *Grants*. The Administrator may from time to time grant to Eligible Individuals Awards of unrestricted share Units or Restricted Share Units on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by law, as the Administrator shall determine, subject to the limitations set forth in Section 7(b). Restricted Share Units represent a contractual obligation by IBEX to deliver a number of Common Shares, an amount in cash equal to the Fair Market Value of the specified number of shares subject to the Award, or a combination of Common Shares and cash, in accordance with the terms and conditions set forth in the Plan and any applicable Award Agreement.

(ii) *Vesting and Payment*. Restricted Share Units shall be subject to such vesting, risk of forfeiture and/or payment provisions as the Administrator may impose at the date of grant. The Restriction Period to which such vesting and/or risk of forfeiture apply may lapse under such circumstances, including without limitation upon the attainment of Performance Goals, in such installments, or otherwise, as the Administrator may determine. Common Shares, cash or a combination of Common Shares and cash, as applicable, payable in settlement of Restricted Share Units shall be delivered to the Participant as soon as administratively practicable, but no later than 30 days, after the date on which payment is due under the terms of the Award Agreement *provided* that the Participant shall have complied with all conditions for delivery of such shares or payment contained in the Award Agreement or otherwise reasonably required by IBEX, or in accordance with an election of the Participant, if the Administrator so permits, that meets the requirements of Section 409A or Section 457A of the Code (to the extent applicable).

(iii) *No Rights of a Shareholder; Dividend Equivalents*. Until Common Shares are issued to the Participant in settlement of share Units, the Participant shall not have any rights of a shareholder of IBEX with respect to the share Units or the shares issuable thereunder. The Administrator may grant to the Participant the right to receive Dividend Equivalents on share Units, on a current, reinvested and/or restricted basis, subject to such terms as the Administrator may determine *provided, however*, that Dividend Equivalents payable on share Units that are granted as a Performance Award shall, rather than be paid on a current basis, be accrued and made subject to forfeiture at least until achievement of the applicable Performance Goal related to such share Units.

(iv) *Termination of Service*. Upon Termination of Service during the applicable deferral period or portion thereof to which forfeiture conditions apply, or upon failure to satisfy any other conditions precedent to the delivery of Common Shares or cash to which such Restricted Share Units relate, all Restricted Share Units and any accrued but unpaid Dividend Equivalents with respect to such Restricted Share Units that are then subject to deferral or restriction shall be forfeited; *provided* that the Administrator may provide, by rule or regulation or in any Award Agreement, or may determine in any individual case, that restrictions or forfeiture conditions relating to Restricted Share Units will be waived in whole or in part in the event of termination resulting from specified causes, and the Administrator may in other cases waive in whole or in part the forfeiture of Restricted Share Units.

(v) *Additional Terms and Conditions*. The Administrator may, by way of the Award Agreement or otherwise, determine such other terms, conditions, restrictions, and/or limitations, if any, of any Award of share Units, *provided* they are not inconsistent with the Plan.

(g) *Performance Shares and Performance Units*.

(i) *Grants*. The Administrator may from time to time grant to Eligible Individuals Awards in the form of Performance Shares and Performance Units. Performance Shares, as that term is used in this Plan, shall refer to Common Shares or Units that are expressed in terms of Common Shares, the issuance, vesting, lapse of restrictions on or payment of which is contingent on performance as measured against predetermined objectives over a specified Performance Period. Performance Units, as that term is used in this Plan, shall refer to dollar-denominated Units valued by reference to designated criteria established by the Administrator, other than Common Share, the issuance, vesting, lapse of restrictions on or payment of which is contingent on performance as measured against predetermined objectives over a specified Performance Period. The applicable Award Agreement shall specify whether Performance Shares and Performance Units will be settled or paid in cash or Common Shares or a combination of both, or shall reserve to the Administrator or the Participant the right to make that determination prior to or at the payment or settlement date.

(ii) *Performance Criteria*. The Administrator shall, prior to or at the time of grant, condition the grant, vesting or payment of, or lapse of restrictions on, an Award of Performance Shares or Performance Units upon (A) the attainment of Performance Goals during a Performance Period or (B) the attainment of Performance Goals and the continued service of the Participant. The length of the Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained shall be conclusively determined by the Administrator in the exercise of its absolute discretion. Performance Goals may include minimum, maximum and target levels of performance, with the size of the Award or payout of Performance Shares or Performance Units or the vesting or lapse of restrictions with respect thereto based on the level attained. Performance Goals may be applied on a per share or absolute basis and relative to one or more Performance Metrics, or any combination thereof, and may be measured pursuant to any objective standards in a manner consistent with IBEX's or its Subsidiary's established accounting policies, all as the Administrator shall determine at the time the Performance Metrics for a Performance Period are established. The Administrator may, in its sole discretion, provide that one or more objectively determinable adjustments shall be made to the manner in which one or more of the Performance Goals is to be calculated or measured to take into account, or ignore, one or more of the following: (1) items related to a change in accounting principle; (2) items relating to financing activities; (3) expenses for restructuring or productivity initiatives; (4) other non-operating items; (5) items related to acquisitions; (6) items attributable to the business operations of any entity acquired by the Company during the Performance Period; (7) items related to the sale or disposition of a business or segment of a business; (8) items related to discontinued operations that do not qualify as a segment of a business under U.S. generally accepted accounting principles; (9) items attributable to any share dividend, share split, combination or exchange of share occurring during the Performance Period; (10) any other items of significant income or expense which are determined to be appropriate adjustments; (11) items relating to unusual or extraordinary corporate transactions, events or developments, (12) items related to amortization of acquired intangible assets; (13) items that are outside the scope of the Company's core, on-going business activities; (14) changes in foreign currency exchange rates; (15) items relating to changes in tax laws; (16) certain identified expenses (including, but not limited to, cash bonus expenses, incentive expenses and acquisition-related transaction and integration expenses); (17) items relating to asset impairment charges; (18) items relating to gains or unusual or nonrecurring events or changes in applicable law, accounting principles or business conditions, or (19) or any other items selected by the Administrator. Shares or Performance Units shall be settled as and when the Award vests or at a later time specified in the Award Agreement or in accordance with an election of the Participant, if the Administrator so permits, that meets the requirements of Section 409A or Section 457A of the Code (to the extent applicable).

(iii) *Additional Terms and Conditions*. The Administrator may, by way of the Award Agreement or otherwise, determine such other terms, conditions, restrictions, and/or limitations, if any, of any Award of Performance Shares or Performance Units, *provided* they are not inconsistent with the Plan.

(h) *Other Share-Based Awards.* The Administrator may from time to time grant to Eligible Individuals Awards in the form of Other Share-Based Awards. Other Share-Based Awards in the form of Dividend Equivalents may be (A) awarded on a free-standing basis or in connection with another Award other than a share option or share appreciation right, (B) paid currently or credited to an account for the Participant, including the reinvestment of such credited amounts in Common Share equivalents, to be paid on a deferred basis, and (C) settled in cash or Common Shares as determined by the Administrator; *provided*, *however*, that Dividend Equivalents payable on Other Share-Based Awards that are granted as a Performance Award shall, rather than be paid on a current basis, be accrued and made subject to forfeiture at least until achievement of the applicable Performance Goal related to such Other Share-Based Awards. Any such settlements, and any such crediting of Dividend Equivalents, may be subject to such conditions, restrictions and contingencies as the Administrator shall establish.

(i) *Awards to Participants Outside the United States.* The Administrator may grant Awards to Eligible Individuals who are foreign nationals, who are located outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause IBEX or a Subsidiary to be subject to) tax, legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Administrator, be necessary or desirable in order that any such Award shall conform to laws, regulations, and customs of the country or jurisdiction in which the Participant is then resident or primarily employed or to foster and promote achievement of the purposes of the Plan.

(j) *Limitation on Dividend Reinvestment and Dividend Equivalents*. Reinvestment of dividends in additional Restricted Shares at the time of any dividend payment, and the payment of Common Shares with respect to dividends to Participants holding Awards of share Units, shall only be permissible if sufficient shares are available under the Share Pool for such reinvestment or payment (taking into account then outstanding Awards). In the event that sufficient shares are not available under the Share Pool for such reinvestment or payment, such reinvestment or payment shall be made in the form of a grant of share Units equal in number to the Common Shares that would have been obtained by such payment or reinvestment, the terms of which share Units shall provide for settlement in cash and for Dividend Equivalent reinvestment in further share Units on the terms contemplated by this Section 7(k).

8. Withholding of Taxes.

Participants and holders of Awards shall pay to IBEX or its Affiliate, or make arrangements satisfactory to the Administrator for payment of, any Tax Withholding Obligation in respect of Awards granted under the Plan no later than the date of the event creating the tax or social insurance contribution liability. The obligations of IBEX under the Plan shall be conditional on such payment or arrangements. Unless otherwise determined by the Administrator, Tax Withholding Obligations may be settled in whole or in part with Common Shares, including unrestricted outstanding shares surrendered to IBEX and unrestricted shares that are part of the Award that gives rise to the Tax Withholding Obligation, having a Fair Market Value on the date of surrender or withholding equal to the statutory minimum amount (or such greater amount permitted under FASB Accounting Standards Codification Topic 718, Compensation—Share Compensation, for equity-classified awards) required to be withheld for tax or social insurance contribution purposes, all in accordance with such procedures as the Administrator establishes. IBEX or its Affiliate may deduct, to the extent permitted by law, any such Tax Withholding Obligations from any payment of any kind otherwise due to the Participant or holder of an Award.

9. Transferability of Awards.

(a) *General Nontransferability Absent Administrator Permission.* Except as otherwise determined by the Administrator, and in any event in the case of an Incentive Share Option or a tandem share appreciation right granted with respect to an Incentive Share Option, no Award granted under the Plan shall be transferable by a Participant otherwise than by will or the laws of descent and distribution. The Administrator shall not permit any transfer of an Award for value. An Award may be exercised during the lifetime of the Participant, only by the Participant or, during the period the Participant is under a legal disability, by the Participant's guardian or legal representative, unless otherwise determined by the Administrator. Awards granted under the Plan shall not be subject in any manner to alienation, anticipation, sale, transfer, assignment, pledge, or encumbrance, except as otherwise determined by the Administrator; *provided, however,* that the restrictions in this sentence shall not apply to the Common Shares received in connection with an Award after the date that the restrictions on transferability of such shares set forth in the applicable Award Agreement have lapsed. Nothing in this paragraph shall be interpreted or construed as overriding the terms of any IBEX share ownership or retention policy, now or hereafter existing, that may apply to the Participant or Common Shares received under an Award.

(b) *Administrator Discretion to Permit Transfers Other Than For Value.* Except as otherwise restricted by applicable law, the Administrator may, but need not, permit an Award, other than an Incentive Share Option or a tandem share appreciation right granted with respect to an Incentive Share Option, to be transferred to a Participant's Family Member (as defined below) as a gift or pursuant to a domestic relations order in settlement of marital property rights. The Administrator shall not permit any transfer of an Award for value. For purposes of this Section 9, "Family Member" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than fifty percent (50%) of the voting interests. The following transactions are not prohibited transfers for value: (i) a transfer under a domestic relations order in settlement of marital property rights; and (ii) a transfer to an entity in which more than fifty percent of the voting interests are owned by Family Members (or the Participant) in exchange for an interest in that entity.

10. Adjustments for Corporate Transactions and Other Events.

(a) *Mandatory Adjustments*. In the event of a merger, amalgamation, consolidation, share rights offering, share exchange or similar event affecting IBEX (each, a "*Corporate Event*") or a share dividend, share split, reverse share split, separation, spinoff, reorganization, extraordinary dividend of cash or other property, share combination or subdivision, recapitalization, capital reduction distribution, or similar event affecting the capital structure of IBEX (each, a "*Share Change*") that occurs at any time after the IPO Date (including any such Corporate Event or Share Change that occurs after such adoption and coincident with or prior to the IPO Date), the Administrator shall make equitable and appropriate substitutions or proportionate adjustments to (i) the aggregate number and kind of Common Shares or other securities on which Awards under the Plan may be granted to Eligible Individuals, (ii) the maximum number of Common Shares or other securities that may be issued with respect to Incentive Share Options granted under the Plan, (iv) the number of Common Shares or other securities covered by each outstanding Award and the exercise price, base price or other price per share, if any, and other relevant terms of each outstanding Award, and (v) all other numerical limitations relating to Awards, whether contained in this Plan or in Award Agreements; *provided*, *however*, that any fractional shares resulting from any such adjustment shall be eliminated.

(b) *Discretionary Adjustments*. In the case of Corporate Events, the Administrator may make such other adjustments to outstanding Awards as it determines to be appropriate and desirable, which adjustments may include, without limitation, (i) the cancellation of outstanding Awards in exchange for payments of cash, securities or other property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Administrator in its sole discretion (it being understood that in the case of a Corporate Event with respect to which shareholders of IBEX receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Administrator that the value of a share option or share appreciation right shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each Common Share pursuant to such Corporate Event over the exercise price or base price of such share option or share appreciation right shall conclusively be deemed valid and that any share option or share appreciation right may be cancelled for no consideration upon a Corporate Event if its exercise price or base price equals or exceeds the value of the consideration being paid for each Common Share pursuant to such Corporate Event), (ii) the substitution of securities or other property (including, without limitation, cash or other securities of IBEX and securities of entities other than IBEX) for the Common Shares subject to outstanding Awards, and (iii) the substitution of equivalent awards, as determined in the sole discretion of the Administrator, of the surviving or successor entity or a parent thereof ("*Substitute Awards*").

(c) *Adjustments to Performance Goals*. The Administrator may, in its discretion, adjust the Performance Goals applicable to any Awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles or as identified in IBEX's consolidated financial statements, notes to the consolidated financial statements, management's discussion and analysis or other IBEX filings with the Securities and Exchange Commission. If the Administrator determines that a change in the business, operations, corporate structure or capital structure of IBEX or the applicable subsidiary, business segment or other operational unit of IBEX or any such entity or segment, or the manner in which any of the foregoing conducts its business, or other events or circumstances, render the Performance Goals to be unsuitable, the Administrator may modify such Performance Goals or the related minimum acceptable level of achievement, in whole or in part, as the Administrator deems appropriate and equitable.

(d) *Statutory Requirements Affecting Adjustments*. Notwithstanding the foregoing: (A) any adjustments made pursuant to Section 10 to Awards that are considered "deferred compensation" within the meaning of Section 409A or Section 457A (to the extent applicable) of the Code shall be made in compliance with the requirements of Section 409A or Section 457A of the Code; (B) any adjustments made pursuant to Section 10 to Awards that are not considered "deferred compensation" subject to Section 409A or Section 457A of the Code (to the extent applicable) shall be made in such a manner as to ensure that after such adjustment, the Awards either (1) continue not to be subject to Section 409A or Section 457A of the Code (to the extent applicable) or (2) comply with the requirements of Section 409A or Section 457A of the Code (to the extent applicable); (C) in any event, the Administrator shall not have the authority to make any adjustments pursuant to Section 10 to the extent the existence of such authority would cause an Award that is not intended to be subject to Section 409A or Section 457A of the Code (to the extent applicable) at the date of grant to be subject thereto; and (D) any adjustments made pursuant to Section 10 to Awards that are Incentive Share Options shall be made in compliance with the requirements of Section 424(a) of the Code.

(e) *Dissolution or Liquidation.* Unless the Administrator determines otherwise, all Awards outstanding under the Plan shall terminate upon the dissolution or liquidation of IBEX.

11. Change in Control Provisions.

(a) *Termination of Awards*. Notwithstanding the provisions of Section 11(b), in the event that any transaction resulting in a Change in Control occurs, outstanding Awards will terminate upon the effective time of such Change in Control unless provision is made in connection with the transaction for the continuation or assumption of such Awards by, or for the issuance therefor of Substitute Awards of, the surviving or successor entity or a parent thereof. Solely with respect to Awards that will terminate as a result of the immediately preceding sentence and except as otherwise provided in the applicable Award Agreement:

(i) the outstanding Awards of share options and share appreciation rights that will terminate upon the effective time of the Change in Control shall, immediately before the effective time of the Change in Control, become fully exercisable and the holders of such Awards will be permitted, immediately before the Change in Control, to exercise the Awards;

(ii) the outstanding Restricted Shares the vesting or restrictions on which are then solely time-based and not subject to achievement of Performance Goals shall, immediately before the effective time of the Change in Control, become fully vested, free of all transfer and lapse restrictions and free of all risks of forfeiture;

(iii) the outstanding Restricted Shares the vesting or restrictions on which are then subject to and pending achievement of Performance Goals shall, immediately before the effective time of the Change in Control and unless the Award Agreement provides for vesting or lapsing of restrictions in a greater amount upon the occurrence of a Change in Control, become vested, free of transfer and lapse restrictions and risks of forfeiture in such amounts as if the applicable Performance Goals for the unexpired Performance Period had been achieved at the target level set forth in the applicable Award Agreement;

(iv) the outstanding Restricted Share Units, Performance Shares and Performance Units the vesting, earning or settlement of which is then solely time-based and not subject to or pending achievement of Performance Goals shall, immediately before the effective time of the Change in Control, become fully earned and vested and shall be settled in cash or Common Shares (consistent with the terms of the Award Agreement after taking into account the effect of the Change in Control transaction on the shares) as promptly as is practicable, subject to any applicable limitations imposed thereon by Section 409A or Section 457A of the Code (to the extent applicable); and

(v) the outstanding Restricted Share Units, Performance Shares and Performance Units the vesting, earning or settlement of which is then subject to and pending achievement of Performance Goals shall, immediately before the effective time of the Change in Control and unless the Award Agreement provides for vesting, earning or settlement in a greater amount upon the occurrence of a Change in Control, become vested and earned in such amounts as if the applicable Performance Goals for the unexpired Performance Period had been achieved at the target level set forth in the applicable Award Agreement and shall be settled in cash or Common Shares (consistent with the terms of the Award Agreement after taking into account the effect of the Change in Control transaction on the shares) as promptly as is practicable, subject to any applicable limitations imposed thereon by Section 409A of the Code.

Implementation of the provisions of this Section 11(a) shall be conditioned upon consummation of the Change in Control.

(b) *Continuation, Assumption or Substitution of Awards*. The Administrator may specify, on or after the date of grant, in an award agreement or amendment thereto, the consequences of a Participant's Termination of Service that occurs coincident with or following the occurrence of a Change in Control, if a Change in Control occurs under which provision is made in connection with the transaction for the continuation or assumption of outstanding Awards by, or for the issuance therefor of Substitute Awards of, the surviving or successor entity or a parent thereof.

(c) *Other Permitted Actions*. In the event that any transaction resulting in a Change in Control occurs, the Administrator may take any of the actions set forth in Section 10 with respect to any or all Awards granted under the Plan.

(d) *Section 409A or Section 457A Savings Clause*. Notwithstanding the foregoing, if any Award is considered to be a "nonqualified deferred compensation plan" within the meaning of Section 409A or Section 457A of the Code, this Section 11 shall apply to such Award only to the extent that its application would not result in the imposition of any tax or interest or the inclusion of any amount in income under Section 409A or Section 457A of the Code.

12. Substitution of Awards in Mergers and Acquisitions.

Awards may be granted under the Plan from time to time in substitution for assumed awards held by employees, officers, or directors of entities who become employees, officers, or directors of IBEX or a Subsidiary as the result of a merger, amalgamation or consolidation of the entity for which they perform services with IBEX or a Subsidiary, or the acquisition by IBEX of the assets or shares of the such entity. The terms and conditions of any Awards so granted may vary from the terms and conditions set forth herein to the extent that the Administrator deems appropriate at the time of grant to conform the Awards to the provisions of the assumed awards for which they are substituted and to preserve their intrinsic value as of the date of the merger, amalgamation, consolidation or acquisition transaction. To the extent permitted by applicable law and marketplace or listing rules of the primary securities market or exchange on which the Common Share is listed or admitted for trading, any available shares under a shareholder-approved plan of an acquired company (as appropriately adjusted to reflect the transaction) may be used for Awards granted pursuant to this Section 12 and, upon such grant, shall not reduce the Share Pool.

13. Compliance with Securities Laws; Listing and Registration.

(a) The obligation of IBEX to sell or deliver Common Shares with respect to any Award granted under the Plan shall be subject to all applicable laws, rules and regulations, including all applicable federal, state securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Administrator. If at any time the Administrator determines that the delivery of Common Share under the Plan is or may be unlawful under the laws of any applicable jurisdiction, or Federal, state or foreign (non-United States) securities laws, the right to exercise an Award or receive Common Shares pursuant to an Award shall be suspended until the Administrator determines that such delivery is lawful. If at any time the Administrator determines that the delivery of Common Shares under the Plan would or may violate the rules of any exchange on which IBEX's securities are then listed for trade, the right to exercise an Award or receive Common Shares pursuant to an Award shall be suspended until the Administrator determines that such delivery would not violate such rules. If the Administrator determines that the exercise or nonforfeitability of, or delivery of benefits pursuant to, any Award would violate any applicable provision of securities laws or the listing requirements of any share exchange upon which any of IBEX's equity securities are listed, then the Administrator may postpone any such exercise, nonforfeitability or delivery, as applicable, but IBEX shall use all reasonable efforts to cause such exercise, nonforfeitability or delivery to comply with all such provisions at the earliest practicable date.

(b) Each Award is subject to the requirement that, if at any time the Administrator determines, in its absolute discretion, that the listing, registration or qualification of Common Shares issuable pursuant to the Plan is required by any securities exchange or under any state, federal or foreign (non-United States) law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Award or the issuance of Common Share, no such Award shall be granted or payment made or Common Shares issued, in whole or in part, unless listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Administrator.

(c) In the event that the disposition of Common Shares acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act of 1933, as amended (the "*Securities Act*"), and is not otherwise exempt from such registration, such Common Shares shall be restricted against transfer to the extent required by the Securities Act or regulations thereunder, and the Administrator may require a person receiving Common Shares pursuant to the Plan, as a condition precedent to receipt of such Common Shares, to represent to IBEX in writing that the Common Shares acquired by such person is acquired for investment only and not with a view to distribution and that such person will not dispose of the Common Shares so acquired in violation of Federal, state or foreign securities laws and furnish such information as may, in the opinion of counsel for the Company, be appropriate to permit the Company to issue the Common Shares in compliance with applicable Federal, state or foreign securities laws.

14. Section 409A and Section 457A Compliance.

It is the intention of IBEX that any Award that constitutes a "nonqualified deferred compensation plan" within the meaning of Section 409A or Section 457A of the Code (to the extent applicable) shall comply in all respects with the requirements of Section 409A or Section 457A of the Code to avoid the imposition of any tax or interest or the inclusion of any amount in income pursuant to Section 409A of the Code, and the terms of each such Award shall be construed, administered and deemed amended, if applicable, in a manner consistent with this intention. Notwithstanding the foregoing, neither IBEX nor any of its Affiliates nor any of its or their directors, officers, employees, agents or other service providers will be liable for any taxes, penalties or interest imposed on any Participant or other person with respect to any amounts paid or payable (whether in cash, Common Shares or other property) under any Award, including any applicable taxes, penalties or interest imposed under or as a result of Section 409A or Section 457A of the Code. Any payments described in an Award that are due within the "short term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. For purposes of any Award, each amount to be paid or benefit to be provided to a Participant that constitutes deferred compensation subject to Section 409A of the Code shall be construed as a separate identified payment for purposes of Section 409A of the Code. For purposes of Section 409A of the Code, the payment of Dividend Equivalents under any Award shall be construed as earnings and the time and form of payment of such Dividend Equivalents shall be treated separately from the time and form of payment of the underlying Award. Notwithstanding any other provision of the Plan to the contrary, with respect to any Award that constitutes a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code, any payments (whether in cash, Common Shares or other property) to be made with respect to the Award that become payable on account of the Participant's separation from service, within the meaning of Section 409A of the Code, while the Participant is a "specified employee" (as determined in accordance with the uniform policy adopted by the Administrator with respect to all of the arrangements subject to Section 409A of the Code maintained by IBEX and its Affiliates) and which would otherwise be paid within six months after the Participant's separation from service shall be accumulated (without interest) and paid on the first day of the seventh month following the Participant's separation from service or, if earlier, within 15 days after the appointment of the personal representative or executor of the Participant's estate following the Participant's death. Notwithstanding anything in the Plan or an Award Agreement to the contrary, in no event shall the Administrator exercise its discretion to accelerate the payment or settlement of an Award where such payment or settlement constitutes deferred compensation within the meaning of Code section 409A unless, and solely to the extent that, such accelerated payment or settlement is permissible under Treasury Regulation section 1.409A-3(j)(4).

15. Plan Duration; Amendment and Discontinuance.

(a) *Plan Duration*. The Plan shall remain in effect, subject to the right of the Board or the Compensation Committee to amend or terminate the Plan at any time, until the earlier of (a) the earliest date as of which all Awards granted under the Plan have been satisfied in full or terminated and no Common Shares approved for issuance under the Plan remain available to be granted under new Awards or (b) May 20, 2030. No Awards shall be granted under the Plan after such termination date. Subject to other applicable provisions of the Plan, all Awards made under the Plan on or before May 20, 2030 or such earlier termination of the Plan, shall remain in effect until such Awards have been satisfied or terminated in accordance with the Plan and the terms of such Awards.

(b) *Amendment and Discontinuance of the Plan*. The Board or Compensation Committee may amend, alter or discontinue the Plan; provided, that, if required to comply with Bermuda law and any other applicable laws or stock exchange rules or the rules of any automated quotation systems (other than any requirement which may be disapplied by the Company following any available home country exemption), the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required. No amendment, alteration or discontinuation shall be made which would materially impair the rights of a Participant with respect to a previously granted Award without such Participant's consent, except such an amendment made to comply with applicable law or rule of any securities exchange or market on which the Common Shares are listed or admitted for trading or to prevent adverse tax or accounting consequences to IBEX or the Participant. Except as otherwise determined by the Board or Compensation Committee, termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

(c) *Amendment of Awards*. Subject to Section 7(f), the Administrator may unilaterally amend the terms of any Award theretofore granted, but no such amendment shall materially impair the rights of any Participant with respect to an Award without the Participant's consent, except such an amendment made to cause the Plan or Award to comply with applicable law, applicable rule of any securities exchange on which the Common Share is listed or admitted for trading, or to prevent adverse tax or accounting consequences for the Participant or the Company or any of its Affiliates. For purposes of the foregoing sentence, an amendment to an Award that results in a change in the tax consequences of the Award to the Participant shall not be considered to be a material impairment of the rights of the Participant and shall not require the Participant's consent.

16. General Provisions.

(a) *Non-Guarantee of Employment or Service*. Nothing in the Plan or in any Award Agreement thereunder shall confer any right on an individual to continue in the service of IBEX or any Affiliate or shall interfere in any way with the right of IBEX or any Affiliate to terminate such service at any time with or without cause or notice and whether or not such termination results in (i) the failure of any Award to vest or become payable; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under any Award or the Plan. No person, even though deemed an Eligible Individual, shall have a right to be selected as a Participant, or, having been so selected, to be selected again as a Participant. To the extent that an Eligible Individual who is an employee of a Subsidiary receives an Award under the Plan, that Award shall in no event be understood or interpreted to mean that IBEX is the Participant's employer or that the Participant has an employment relationship with IBEX.

(b) *No Trust or Fund Created*. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between IBEX and a Participant or any other person. To the extent that any Participant or other person acquires a right to receive payments from IBEX pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of IBEX.

(c) *Status of Awards.* Awards shall be special incentive payments to the Participant and shall not be taken into account in computing the amount of salary or compensation of the Participant for purposes of determining any pension, retirement, death, severance or other benefit under (a) any pension, retirement, profit-sharing, bonus, insurance, severance or other employee benefit plan of IBEX or any Affiliate now or hereafter in effect under which the availability or amount of benefits is related to the level of compensation or (b) any agreement between (i) IBEX or any Affiliate and (ii) the Participant, except as such plan or agreement shall otherwise expressly provide.

(d) *Subsidiary Employees*. In the case of a grant of an Award to an Eligible Individual who provides services to any Subsidiary, IBEX may, if the Administrator so directs, issue or transfer the Common Shares, if any, covered by the Award to the Subsidiary, for such lawful consideration as the Administrator may specify, upon the condition or understanding that the Subsidiary will transfer the Common Shares to the Eligible Individual in accordance with the terms of the Award specified by the Administrator pursuant to the provisions of the Plan. All Common Shares underlying Awards that are forfeited or canceled after such issue or transfer of shares to the Subsidiary shall revert to IBEX.

(e) *Governing Law and Interpretation.* The validity, construction and effect of the Plan, of Award Agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Administrator relating to the Plan or such Award Agreements, and the rights of any and all persons having or claiming to have any interest therein or thereunder, shall be determined exclusively in accordance with the applicable laws of Bermuda, except as otherwise set forth herein, without regard to its conflict of laws principles. The captions of the Plan are not part of the provisions hereof and shall have no force or effect. Except where the context otherwise requires: (i) the singular includes the plural and vice versa; (ii) a reference to one gender includes other genders; (iii) a reference to a person includes a natural person, partnership, corporation, association, governmental or local authority or agency or other entity; and (iv) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

(f) *Use of English Language.* The Plan, each Award Agreement, and all other documents, notices and legal proceedings entered into, given or instituted pursuant to an Award shall be written in English, unless otherwise determined by the Administrator. If a Participant receives an Award Agreement, a copy of the Plan or any other documents related to an Award translated into a language other than English, and if the meaning of the translated version is different from the English version, the English version shall control.

(g) *Recovery of Amounts Paid.* Except as otherwise provided by the Administrator, Awards granted under the Plan shall be subject to any and all policies, guidelines, codes of conduct, or other agreement or arrangement adopted by the Board or Compensation Committee with respect to the recoupment, recovery or clawback of compensation (collectively, the "*Recoupment Policy*") and/or to any provisions set forth in the applicable Award Agreement under which IBEX may recover from current and former Participants any amounts paid or Common Shares issued under an Award and any proceeds therefrom under such circumstances as the Administrator determines appropriate. The Administrator may apply the Recoupment Policy to Awards granted before the policy is adopted to the extent required by applicable law or rule of any securities exchange or market on which Common Shares are listed or admitted for trading, as determined by the Administrator in its sole discretion.

17. Glossary.

Under this Plan, except where the context otherwise indicates, the following definitions apply:

"*Administrator*" means the Compensation Committee, or such other committee(s) of director(s) duly appointed by the Board or the Compensation Committee to administer the Plan or delegated limited authority to perform administrative actions under the Plan, and having such powers as shall be specified by the Board or the Compensation Committee; provided, however, that at any time the Board may serve as the Administrator in lieu of or in addition to the Compensation Committee or such other committee(s) of director(s) to whom administrative authority has been delegated. With respect to any Award to which Section 16 of the Exchange Act applies, the Administrator shall consist of either the Board or a committee of the Board, which committee shall consist of three or more directors, each of whom is intended to be, to the extent required by Rule 16b-3 of the Exchange Act, a "non-employee director" as defined in Rule 16b-3 of the Exchange Act and an "independent director" to the extent required by the rules of the national securities exchange that is the principal trading market for the Common Share, provided that, with respect to Awards made to a member of the Board who is not an employee of the Company, Administrator means the Board. Any member of the Administrator who does not meet the foregoing requirements shall abstain from any decision regarding an Award and shall not be considered a member of the Administrator to the extent required to comply with Rule 16b-3 of the Exchange Act.

"*Adoption Date*" means the date the Plan is adopted by the Board.

"*Affiliate"* means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, IBEX or any successor to IBEX. For this purpose, "control" (including the correlative meanings of the terms "controlled by" and "under common control with") shall mean ownership, directly or indirectly, of 50% or more of the total combined voting power of all classes of voting securities issued by such entity, or the possession, directly or indirectly, of the power to direct the management and policies of such entity, by contract or otherwise.

"*Award*" means any share option, share appreciation right, share award, share unit, Performance Share, Performance Unit, and/or Other Share-Based Award, granted under this Plan (or the 2018 Plan as applicable).

"*Award Agreement"* means the written document(s), including an electronic writing acceptable to the Administrator, and any notice, addendum or supplement thereto, memorializing the terms and conditions of an Award granted pursuant to the Plan and which shall incorporate the terms of the Plan.

"*Board*" means the Board of Directors of IBEX.

"*Cause*" means, with respect to a Participant, except as otherwise provided in the relevant Award Agreement (i) the Participant's plea of guilty or *nolo contendere* to, or conviction of, (A) a felony (or its equivalent in a non-United States jurisdiction) or (B) other conduct of a criminal nature that has or is likely to have a material adverse effect on the reputation or standing in the community of IBEX, any of its Affiliates or a successor to IBEX or an Affiliate, as determined by the Administrator in its sole discretion, or that legally prohibits the Participant from working for IBEX, any of its Subsidiaries or a successor to IBEX or a Subsidiary; (ii) a breach by the Participant of a regulatory rule that adversely affects the Participant's ability to perform the Participant's employment duties to IBEX, any of its Subsidiaries or a successor to IBEX or a Subsidiary, in any material respect; or (iii) the Participant's failure, in any material respect, to (A) perform the Participant's employment duties, (B) comply with the applicable policies of IBEX, or of its Subsidiaries, or a successor to IBEX or a Subsidiary, or (C) comply with covenants contained in any contract or Award Agreement to which the Participant is a party; *provided, however*, that the Participant shall be provided a written notice describing in reasonable detail the facts which are considered to give rise to a breach described in this clause (iii) and the Participant shall have 30 days following receipt of such written notice (the "*Cure Period*") during which the Participant may remedy the condition and, if so remedied, no Cause for Termination of Service shall exist.

"*Change in Control*" means the first of the following to occur: (i) a Change in Ownership of IBEX, (ii) a Change in Effective Control of IBEX, or (iii) a Change in the Ownership of Assets of IBEX, as described herein and construed in accordance with Code Section 409A.

(i) A "Change in Ownership of IBEX" shall occur on the date that any one Person acquires, or Persons Acting as a Group acquire, ownership of the capital stock of IBEX that, together with the shares held by such Person or Group, constitutes more than 50% of the total fair market value or total voting power of the capital stock of IBEX. However, if any one Person is, or Persons Acting as a Group are, considered to own more than 50%, on a fully diluted basis, of the total fair market value or total voting power of the capital stock of IBEX, the acquisition of additional shares by the same Person or Persons Acting as a Group is not considered to cause a Change in Ownership of IBEX or to cause a Change in Effective Control of IBEX (as described below). An increase in the percentage of capital stock owned by any one Person, or Persons Acting as a Group, as a result of a transaction in which IBEX acquires its shares in exchange for property will be treated as an acquisition of shares.

(ii) A "Change in Effective Control of IBEX" shall occur on the date either (A) a majority of members of IBEX's Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of IBEX's Board before the date of the appointment or election, or (B) any one Person, or Persons Acting as a Group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons) ownership of shares of IBEX possessing 50% or more of the total voting power of the shares of IBEX.

(iii) A "Change in the Ownership of Assets of IBEX" shall occur on the date that any one Person acquires, or Persons Acting as a Group acquire (or has or have acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons), assets from IBEX that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of IBEX immediately before such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of IBEX, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

The following rules of construction apply in interpreting the definition of Change in Control:

(A) A "*Person*" means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, other than employee benefit plans sponsored or maintained by IBEX and by entities controlled by IBEX or an underwriter, initial purchaser or placement agent temporarily holding the shares of IBEX pursuant to a registered public offering.

(B) Persons will be considered to be Persons Acting as a Group (or Group) if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of shares, or similar business transaction with the corporation. If a Person owns shares in both corporations that enter into a merger, consolidation, purchase or acquisition of shares, or similar transaction, such shareholder is considered to be acting as a Group with other shareholders only with respect to the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation. Persons will not be considered to be acting as a Group solely because they purchase assets of the same corporation at the same time or purchase or own shares of the same corporation at the same time, or as a result of the same public offering.

(C) A Change in Control shall not include a transfer to a related person as described in Code Section 409A or a public offering of share capital of IBEX.

(D) For purposes of the definition of Change in Control, Section 318(a) of the Code applies to determine share ownership. Shares underlying a vested option are considered owned by the individual who holds the vested option (and the shares underlying an unvested option are not considered owned by the individual who holds the unvested option). For purposes of the preceding sentence, however, if a vested option is exercisable for shares that are not substantially vested (as defined by Treasury Regulation §1.83-3(b) and (j)), the shares underlying the option are not treated as owned by the individual who holds the option.

"*Code*" means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto, the Treasury Regulations thereunder and other relevant interpretive guidance issued by the Internal Revenue Service or the Treasury Department. Reference to any specific section of the Code shall be deemed to include such regulations and guidance, as well as any successor section, regulations and guidance.

"*Common Shares*" means Class B Common Shares of IBEX, par value $0.000111650536 per share, and any capital securities into which they are converted and "*Common Share*" shall be interpreted accordingly.

"*Company*" means IBEX and its Subsidiaries, except where the context otherwise requires. For purposes of determining whether a Change in Control has occurred, Company shall mean only IBEX.

"*Director Limits*" shall have the meaning ascribed to it in Section 5(e) of the Plan.

"*Dividend Equivalent*" means a right, granted to a Participant, to receive cash, Common Share, share Units or other property equal in value to dividends paid with respect to a specified number of Common Shares.

"*Eligible Individuals*" means (i) officers and employees of, and other individuals, including non-employee directors, who are natural persons providing bona fide services to or for, IBEX or any of its Subsidiaries, *provided* that such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for IBEX's securities, and (ii) prospective officers, employees and service providers who have accepted offers of employment or other service relationship from IBEX or a Subsidiary.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended from time to time, and any successor thereto. Reference to any specific section of the Exchange Act shall be deemed to include such regulations and guidance issued thereunder, as well as any successor section, regulations and guidance.

"*Fair Market Value*" means, on a per share basis as of any date, unless otherwise determined by the Administrator:

(i) if the principal market for the Common Shares (as determined by the Administrator if the Common Shares are listed or admitted to trading on more than one exchange or market) is a national securities exchange or an established securities market, unless otherwise determined by the Administrator, the official closing price per Common Share for the regular market session on that date on the principal exchange or market on which the Common Shares are then listed or admitted to trading or, if no sale is reported for that date, on the last preceding day on which a sale was reported, all as reported by such source as the Administrator may select;

(ii) if the principal market for the Common Shares is not a national securities exchange or an established securities market, but the Common Shares are quoted by a national quotation system, the average of the highest bid and lowest asked prices for the Common Shares on that date as reported on a national quotation system or, if no prices are reported for that date, on the last preceding day on which prices were reported, all as reported by such source as the Administrator may select; or

(iii) if the Common Shares are neither listed or admitted to trading on a national securities exchange or an established securities market, nor quoted by a national quotation system, the value determined by the Administrator in good faith by the reasonable application of a reasonable valuation method, which method may, but need not, include taking into account an appraisal of the fair market value of the Common Shares conducted by a nationally recognized appraisal firm selected by the Administrator.

Notwithstanding the preceding, for foreign, federal, state and local income tax reporting purposes and for such other purposes as the Administrator deems appropriate, the Fair Market Value shall be determined by the Administrator in accordance with uniform and nondiscriminatory standards adopted by it from time to time.

"*Full Value Award*" means an Award that results in IBEX transferring the full value of a Common Share under the Award, whether or not an actual share is issued. Full Value Awards shall include, but are not limited to, share awards, share units, Performance Shares, Performance Units that are payable in Common Shares, and Other Share-Based Awards for which IBEX transfers the full value of Common Shares under the Award, but shall not include Dividend Equivalents.

"*Incentive Share Option*" means any share option that is designated, in the applicable Award Agreement or the resolutions of the Administrator under which the share option is granted, as an "incentive stock option" within the meaning of Section 422 of the Code and otherwise meets the requirements to be an "incentive stock option" set forth in Section 422 of the Code.

"*IPO Date*" means the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Share, pursuant to which the Common Share is priced for the initial public offering.

"*IBEX*" means IBEX Limited, an exempted company incorporated in Bermuda.

"*Non-Employee Director*" means a member of the Board who is not an employee of IBEX or any of its Affiliates.

"*Nonqualified Option*" means any share option that is not an Incentive Share Option.

"*Other Share-Based Award*" means an Award of Common Shares or any other Award that is valued in whole or in part by reference to, or is otherwise based upon, Common Shares, including without limitation Dividend Equivalents and convertible debentures.

"*Participant*" means an Eligible Individual to whom one or more Awards are or have been granted pursuant to the Plan and have not been fully settled or cancelled and, following the death of any such person, his successors, heirs, executors and administrators, as the case may be.

"*Performance Award*" means a Full Value Award, the grant, vesting, lapse of restrictions or settlement of which is conditioned upon the achievement of performance objectives over a specified Performance Period and includes, without limitation, Performance Shares and Performance Units.

"*Performance Goals*" means the performance goals established by the Administrator in connection with the grant of Awards based on Performance Metrics or other performance criteria selected by the Administrator.

"*Performance Period*" means that period established by the Administrator during which any Performance Goals specified by the Administrator with respect to such Award are to be measured.

"*Performance Metrics*" means criteria established by the Administrator relating to any of the following, as it may apply to an individual, one or more business units, divisions, or Affiliates, or on a company-wide basis, and in absolute terms, relative to a base period, or relative to the performance of one or more comparable companies, peer groups, or an index covering multiple companies:

(i) *Earnings or Profitability Metrics*: any derivative of revenue; earnings/loss (gross, operating, net, or adjusted); earnings/loss before interest and taxes ("EBIT"); earnings/loss before interest, taxes, depreciation and amortization ("EBITDA"); profit margins; operating margins; expense levels or ratios; *provided* that any of the foregoing metrics may be adjusted to eliminate the effect of any one or more of the following: interest expense, asset impairments or investment losses, early extinguishment of debt or share-based compensation expense;

(ii) *Return Metrics*: any derivative of return on investment, assets, equity or capital (total or invested);

(iii) *Investment Metrics:* relative risk-adjusted investment performance; investment performance of assets under management;

(iv) *Cash Flow Metrics*: any derivative of operating cash flow; cash flow sufficient to achieve financial ratios or a specified cash balance; free cash flow; cash flow return on capital; net cash provided by operating activities; cash flow per share; working capital;

(v) *Liquidity Metrics*: any derivative of debt leverage (including debt to capital, net debt-to-capital, debt-to-EBITDA or other liquidity ratios); and/or

(vi) *Share Price and Equity Metrics*: any derivative of return on shareholders' equity; total shareholder return; share price; share price appreciation; market capitalization; earnings/loss per share (basic or diluted) (before or after taxes).

"*Performance Shares*" means a grant of share or share Units the issuance, vesting or payment of which is contingent on performance as measured against predetermined objectives over a specified Performance Period.

"*Performance Units*" means a grant of dollar-denominated Units the value, vesting or payment of which is contingent on performance against predetermined objectives over a specified Performance Period.

"*Plan*" means this IBEX Limited 2020 Long-Term Incentive Plan, as set forth herein and as it may be amended from time to time.

"*Compensation Committee*" means the Compensation Committee of the Board.

"*Restricted Share*" means an Award of Common Shares to a Participant that may be subject to certain transferability and other restrictions and to a risk of forfeiture (including by reason of not satisfying certain Performance Goals).

"*Restricted Share Unit*" means a right granted to a Participant to receive Common Shares or cash at the end of a specified deferral period, which right may be conditioned on the satisfaction of certain requirements (including the satisfaction of certain Performance Goals).

"*Restriction Period*" means, with respect to Full Value Awards, the period commencing on the date of grant of such Award to which vesting or transferability and other restrictions and a risk of forfeiture apply and ending upon the expiration of the applicable vesting conditions, transferability and other restrictions and lapse of risk of forfeiture and/or the achievement of the applicable Performance Goals (it being understood that the Administrator may provide that vesting shall occur and/or restrictions shall lapse with respect to portions of the applicable Award during the Restriction Period.

"*Subsidiary*" means any corporation or other entity in an unbroken chain of companies, corporations or other entities beginning with IBEX if each of the companies, corporations or other entities, or group of commonly controlled companies, corporations or other entities, other than the last company, corporation or other entity in the unbroken chain then owns shares, stock or other equity interests possessing 50% or more of the total combined voting power of all classes of shares, stock or other equity interests in one of the other companies, corporations or other entities in such chain or otherwise has the power to direct the management and policies of the entity by contract or by means of appointing a majority of the members of the board or other body that controls the affairs of the entity; *provided, however,* that solely for purposes of determining whether a Participant has a Termination of Service that is a "separation from service" within the meaning of Section 409A of the Code or whether an Eligible Individual is eligible to be granted an Award that in the hands of such Eligible Individual would constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code , a "Subsidiary" of a corporation or other entity means all other entities with which such company, corporation or other entity would be considered a single employer under Sections 414(b) or 414(c) of the Code.

"*Tax Withholding Obligation*" means any federal, state, local or foreign (non-United States) income, employment or other tax or social insurance contribution required by applicable law to be withheld in respect of Awards.

"*Termination of Service*" means the termination of the Participant's employment, or performance of services for, IBEX and its Subsidiaries. Temporary absences from employment because of illness, vacation or leave of absence and transfers among IBEX and its Subsidiaries shall not be considered Terminations of Service. With respect to any Award that constitutes a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code, "Termination of Service" shall mean a "separation from service" as defined under Section 409A of the Code to the extent required by Section 409A of the Code to avoid the imposition of any tax or interest or the inclusion of any amount in income pursuant to Section 409A of the Code. A Participant has a separation from service within the meaning of Section 409A of the Code if the Participant terminates employment with IBEX and all Subsidiaries for any reason. A Participant will generally be treated as having terminated employment with IBEX and all Subsidiaries as of a certain date if the Participant and the entity that employs the Participant reasonably anticipate that the Participant will perform no further services for IBEX or any Subsidiary after such date or that the level of bona fide services that the Participant will perform after such date (whether as an employee or an independent contractor) will permanently decrease to no more than 20 percent (20%) of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services if the Participant has been providing services for fewer than 36 months); *provided, however,* that the employment relationship is treated as continuing while the Participant is on military leave, sick leave or other bona fide leave of absence if the period of leave does not exceed six months or, if longer, so long as the Participant retains the right to reemployment with IBEX or any Subsidiary.

"*Total and Permanent Disability*" means, with respect to a Participant, except as otherwise provided in the relevant Award Agreement, that a Participant is (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to last until the Participant's death or result in death, or (ii) determined to be totally disabled by the Social Security Administration or other governmental or quasi-governmental body that administers a comparable social insurance program outside of the United States in which the Participant participates and which conditions the right to receive benefits under such program on the Participant being unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to last until the Participant's death or result in death. The Administrator shall have sole authority to determine whether a Participant has suffered a Total and Permanent Disability and may require such medical or other evidence as it deems necessary to judge the nature and permanency of the Participant's condition.

"*Unit*" means a bookkeeping entry used by IBEX to record and account for the grant of the following types of Awards until such time as the Award is paid, cancelled, forfeited or terminated, as the case may be: share units, Restricted Share Units, Performance Units, and Performance Shares that are expressed in terms of Common Shares.

{*end of document*}

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, INCLUDING PURSUANT TO RULE 144 OF THE ACT OR (C) THE COMPANY OTHERWISE SATISFIES ITSELF (AT NO COST OR EXPENSE TO THE HOLDER) THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

No. **W-01**
ISSUED: **November 13, 2017**
Void After: **November 13, 2027**

WARRANT TO PURCHASE
SERIES B AND SERIES C
CONVERTIBLE PREFERENCE SHARES

IBEX HOLDINGS LIMITED

Second Amended and Restated Warrant

THIS IS TO CERTIFY that Amazon.com NV Investment Holdings LLC, or such person to whom this Warrant is transferred in accordance with the terms hereof (the ***"Holder"),*** is entitled to exercise this Second Amended and Restated Warrant (***"Warrant"),*** which is hereby amended and restated on December 28, 2018 (the ***"Second Amendment Date")*** to replace in its entirety the "Warrant" issued November 13, 2017 (the ***"Original Issue Date")*** as amended April 30, 2018 (the ***"Amendment Date"),*** to purchase up to 1,429,303.0851 fully paid and nonassessable Series B Convertible Preference Shares and up to 14,437.4049 fully paid and nonassessable Series C Convertible Preference Shares (as each such number of shares has been determined on the Second Amendment Date), par value US$0.000111650536 each (such Series B Convertible Preference Shares and Series C Convertible Preference Shares being collectively referred to herein as the ***"Warrant Shares")*** of IBEX Holdings Limited, a Bermuda exempted company (the ***"Company"),*** at a price per Warrant Share calculated as set forth below (such price, the ***"Exercise Price"),*** on the terms, subject to the conditions (including as to vesting) and subject to adjustment as provided herein. For clarity, wherever this Warrant refers to "the date of this Warrant" or the "date hereof", such date shall be as of the Original Issue Date unless this Warrant expressly identifies that such date shall be as of the Amendment Date or the Second Amendment Date. The number and character of Warrant Shares are subject to adjustment as provided herein and the term "Warrant Shares" shall include stock and other securities and property at any time receivable or issuable upon exercise of this Warrant or conversion of Warrant Shares taking into account all such adjustments. In addition, prior to the time that the Series B Convertible Preference Shares (as defined below in Section 3.2) are converted into Series C Convertible Preference Shares (as defined below in Section 3.2) pursuant to the Series B Convertible Preference Shares Certificate of Designation (as defined below in Section 3.2) one Warrant Share shall mean a unit consisting of 1 Series B Convertible Preference Share and 1/99 Series C Convertible Preference Shares; and after such conversion shall mean 1 Series C Convertible Preference Share.

The Exercise Price shall be as follows:

(a) Prior to June 30, 2018, for so long as neither a Qualified IPO nor a Qualified Valuation Event (each as defined below) has occurred, the Exercise Price shall be $15.00;

(b) If the Company completes a firm commitment underwritten initial public offering of the Class A Common Shares pursuant to an effective registration statement under the Act for listing on the New York Stock Exchange or The Nasdaq Stock Market (each, a ***"Recognized Stock Exchange")*** resulting in net proceeds to the Company of not less than $20 million (***"Qualified IPO")*** on or prior to June 30, 2018, the Exercise Price shall, upon and after such Qualified

IPO, be the price per Class A Common Share offered to the public by the underwriters in such Qualified IPO (it being understood that this clause (b) shall not apply if a Qualified Valuation Event has occurred prior to such Qualified IPO as contemplated by clause (c));

(c) If, prior to the completion of a Qualified IPO and on or prior to June 30, 2018, a Qualified Valuation Event has occurred, the Exercise Price shall, upon and after (and for purposes of) such Qualified Valuation Event, be 85% of the price per Warrant Share implied by such Qualified Valuation Event;

(d) If neither a Qualified IPO nor a Qualified Valuation Event has occurred on or prior to June 30, 2018, the Exercise Price shall, upon and after such date, be $15.00, subject to adjustment by Section 4.5 (the **"*Original (d) Exercise Price*"),** and, in the event of an IPO whereby one Series C Convertible Preference Share converts into more than one Class A Common Share (with the particular whole or fractional number of Class A Common Shares resulting from the conversion of one Series C Convertible Preference Share being the **"*Conversion Factor*"),** the Exercise Price established under this clause (d) shall be adjusted to be equal to the Original (d) Exercise Price divided by the Conversion Factor; and

(e) If neither a Qualified IPO nor a Qualified Valuation Event has occurred on or prior to June 30, 2018, but an IPO or an M&A Event occurs after June 30, 2018 but on or prior to December 31, 2019, the Exercise Price shall, upon and after the date of such IPO or M&A Event, be the lower of (i) the Exercise Price established pursuant to clause (d) above and (ii) the price established in respect of the first IPO or M&A Event to occur in such period, as either (as applicable) (x) the price per Common A Share offered to the public by the underwriters in such IPO or (y) 85% of the price per Warrant Share implied by such M&A Event (assuming conversion of all Series B Convertible Preference Shares into Series C Convertible Preference Shares).

In the case of the foregoing clause (d) only, the Original (d) Exercise Price established thereby shall be subject to adjustment pursuant to Section 4.5 hereof.

"*M&A Event*" shall mean the consummation of a bona fide (i) sale, transfer, or other disposition, whether occurring through one transaction or a series of related transactions, of all or substantially all of the Company's consolidated assets to a third party (other than the Company or any of its direct or indirect subsidiaries) or (ii) consolidation, amalgamation, merger, or binding share exchange of the Company with or into, or a share transfer, sale or other disposition by a shareholder of the Company to, a third party following which the holders of the Company's voting equity securities immediately prior to such consolidation, amalgamation, merger, share transfer, sale, disposition or binding share exchange hold less than 50% of the voting power of the combined company following such consolidation, amalgamation, merger, share transfer, sale, disposition or binding share exchange (other than a bona fide reorganization among affiliates such that one or more affiliates of the relevant shareholder continue to hold 50% or more of the Company's voting power after such transaction), in each case from which a per Warrant Share price can be reasonably determined.

"*Qualified Valuation Event*" shall mean the first of any of the following events to occur after the date of this Warrant:

(a) consummation of any Reorganization (as defined below); and

(b) consummation of a bona fide equity investment transaction (excluding (i) related party transactions, (ii) transactions of the type contemplated by the definition of Permitted Transactions (as defined below), and (iii) commercial arrangements with customers or suppliers from which a per Warrant Share price cannot be fairly determined because of the nature of the arrangement, as determined by the Company and the Holder in good faith after considering whether it is reasonably possible to quantify and take into account the economic contributions to the business of the Company made by such customers or suppliers) entered into by the Company, any of its direct or indirect subsidiaries or any of its shareholders with one or more bona fide third parties in which an aggregate equity

interest in the Company or any of its direct or indirect subsidiaries is issued or transferred (or becomes subject to issuance or transfer) that is in excess of 7.5% of the fully diluted share capital of the Company and from which a per Warrant Share price can be reasonably determined.

The Company will provide the Holder with notice of any such event at least 10 business days prior to the consummation of any Qualified Valuation Event or IPO, which notice shall (to the extent (x) permitted by law, (y) possible without violating applicable confidentiality restrictions, the Company having used commercially reasonable efforts to obtain a waiver of the same, and (z) possible without including information which the Company reasonably determines in good faith is competitively sensitive) include a summary of the terms thereof; provided, that such notice shall in any event include the price per Warrant Share implied thereby. Notwithstanding the foregoing, if the Company is unable to provide the Holder with the summary of terms required by this paragraph due to legal restrictions, confidentiality restrictions, or competitive sensitivity, the Company shall notify the Holder of such fact and provide as much information as possible without violating such legal or confidentiality restrictions, or competitive sensitivities.

The Exercise Price, as calculated pursuant to the terms of this Warrant, is the product of an arm's-length negotiation. This Warrant is issued in connection with the Master Services Agreement, dated as of October 7, 2016 (as the same may be amended, modified, supplemented, or replaced from time to time, the ***"Commercial Agreement"***), between TRG Customer Solutions, Inc. (d/b/a IBEX Global Solutions) and AMZN wvcs LLC. This Warrant is non-forfeitable with respect to vested Warrant Shares and will vest and become exercisable in accordance with Section 1.3.

1. Method of Exercise

1.1 Cash Exercise Right. This Warrant may be exercised by the Holder, in whole or in part and in respect of the vested Warrant Shares in respect of which no previous exercise of this Warrant has occurred, on or prior to November 12, 2027 (the ***"Expiration Date",*** and the period between the date hereof and the Expiration Date, the ***"Exercise Period")*** by delivering to the Company the Notice of Cash Exercise attached as ***Exhibit A*** **("*Notice of Cash Exercise*")** duly executed by the Holder, enclosing this Warrant, and payment by wire transfer of immediately available cleared funds or (where the Company so agrees in writing) canceled indebtedness of the Company to the Holder (or by any combination thereof, where the Company so agrees in writing), in the amount of the Exercise Price multiplied by the number of Warrant Shares for which this Warrant is being exercised (the ***"Purchase Price").***

1.2 Net Issuance Right. In lieu of delivering a Notice of Cash Exercise as set forth in Section 1.1, the Holder may elect to receive Warrant Shares equal to the value of this Warrant (or the portion thereof being exercised) by surrender of this Warrant to the Company together with the Notice of Net Issuance Exercise attached as ***Exhibit B*** **("*Notice of Net Issuance Exercise*")** duly executed by the Holder (any such exercise, a ***"Net Issuance Exercise"),*** in which event the Company shall issue to the Holder a number of Warrant Shares computed using the following formula (provided that any Warrant Shares issued pursuant hereto shall be on the basis that the Company has received consideration at least equal to the par value of any such shares issued):

$$X = \frac{(A - B) \times C}{A}$$ where:

X = the number of Warrant Shares issuable upon Net Issuance Exercise

A = the Fair Market Value of one Warrant Share on the date of Net Issuance Exercise

B = the Exercise Price

C = the number of vested Warrant Shares as to which the Holder elects to exercise

"Fair Market Value" of a Warrant Share shall mean:

(a) if Warrant Shares are traded on an exchange, the average of the closing price reported for the five business days immediately preceding the date of Net Issuance Exercise, as published in The Wall Street Journal, provided that if the price for the Warrant Shares at 12:00 p.m. (New York time) on such exchange on the date of the Notice of Net Issuance Exercise is more than 5% above or below such average, such 12:00 p.m. (New York time) price shall be the Fair Market Value;

(b) if Warrant Shares are not traded on an exchange, but are traded in the

over-the-counter market, the volume- weighted average of the closing price reported for the ten business days immediately preceding the date of Net Issuance Exercise, as published on www.otcmarkets.com;

(c) if the Net Issuance Exercise is in connection with a Reorganization (as defined below), the value of the consideration (determined in accordance with Section 4.1) to be received pursuant to such Reorganization by the holder of one Warrant Share; or

(d) if none of clauses (a) through (c) shall apply, the fair market value shall be the price per Warrant Share that the Company could obtain from a willing arm's-length buyer who is not a current or former employee or director of the Company or any affiliate of the Company (such price to be exclusive of any control or other similar premium) as determined in good faith by the board of directors of the Company (the ***"Board"*).**

The Holder agrees that it will not execute a Net Issuance Exercise prior to June 30, 2018, unless such Net Issuance Exercise is (x) made in connection with a Reorganization, or (y) made after the occurrence of an initial public offering of the Company's Class A Common Shares ***("IPO")***

1.3 Vesting. (a) The Warrant Shares subject to this Warrant shall become fully vested, non-forfeitable and immediately exercisable upon the satisfaction of the following Vesting Milestones in the following amounts:

(i) ***** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non-forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"First Vesting Milestone");***

(ii) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non-forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Second Vesting Milestone");*** and

(iii) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non-forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Third Vesting Milestone");***

(iv) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non-forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Fourth Vesting Milestone");***

(v) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non-forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Fifth Vesting Milestone");***

(vi) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non-forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Sixth Vesting Milestone");***

(vii) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non-forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Seventh Vesting Milestone");***

(viii) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non-forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Eighth Vesting Milestone");***

(ix) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non- forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Ninth Vesting Milestone");*** and

(x) an additional *** Warrant Shares (as such number of shares has been determined on the Second Amendment Date) shall become fully vested, non- forfeitable and immediately exercisable on the date on which Amazon Generated Revenue equals US$ *** (such vesting milestone, the ***"Tenth Vesting Milestone,"*** and together with the First Vesting Milestone, the Second Vesting Milestone, Third Vesting Milestone, Fourth Vesting Milestone, Fifth Vesting Milestone, Sixth Vesting Milestone, Seventh Vesting Milestone, Eighth Vesting Milestone, Ninth Vesting Milestone, the ***"Vesting Milestones"*** and each of foregoing Vesting Milestones, a ***"Vesting Milestone").***

"Amazon Generated Revenue" *

"Measurement Period" means the period of time commencing on (and including) January 1, 2017 and expiring on (and including) June 30, 2024.

(b) Notwithstanding anything to the contrary set forth herein, if a Reorganization occurs at any time during the Exercise Period, each of the five Vesting Milestones immediately after the last Vesting Milestone to have been satisfied (or if such Reorganization occurs after the satisfaction of the Sixth Vesting Milestone, each of the remaining Vesting Milestones) shall be automatically accelerated and deemed to be satisfied and the Warrant Shares associated with each such Vesting Milestone shall become fully vested, non-forfeitable and immediately exercisable, provided that this paragraph (b) shall not be applicable to any Exempt Reorganization. The following example is provided for illustrative purposes only:

Amazon Generated Revenue on June 5, 2019 equals US$ *** , and as a result the First Vesting Milestone, Second Vesting Milestone and Third Vesting Milestone have been satisfied. A Reorganization occurs on July 1, 2019. Therefore, each of the Fourth Vesting Milestone, Fifth Vesting Milestone, Sixth Vesting Milestone, Seventh Vesting Milestone and Eighth Vesting Milestone is automatically deemed satisfied and the Warrant Shares associated with each such Vesting Milestone become fully vested, non-forfeitable and immediately exercisable in connection with such Reorganization.

"Exempt Reorganization" means a Reorganization where both (1) this Warrant remains outstanding as a warrant for a class of equity in the Company or an entity that is a parent company of (or

successor, as holding company of the business operated by the Company and its direct or indirect subsidiaries, to) the Company, and in either case, such entity is the sole entity in which investors (other than current or former employees, officers or consultants of the Company and/or its present or former direct or indirect subsidiaries) hold equity and such entity is therefore the relevant entity for any future liquidity event or change of control transaction (as determined by Holder and the Company in good faith), and such warrant entitles the Holder (or its permitted assignee) to the same rights and includes (as closely as reasonably practicable) the same economic terms and economic interest as are set forth in this Warrant (as determined by Holder and the Company in good faith), and (2) the Holder's (or its permitted assignee's) ability to satisfy the Vesting Milestones following such Reorganization is not adversely affected by that Reorganization.

For purposes of this Warrant, (i) the term ***"affiliate"*** means, as to any person, any person that directly or indirectly controls, is controlled by or is under common control with that person and (ii) the term "***person***" means any individual, corporation, partnership, trust, joint venture, limited liability company, association, organization, other entity or governmental or regulatory authority.

1.4 Expiration. The Warrant shall lapse and expire at 11:59 p.m., New York City time, on the Expiration Date, and no Warrant Shares may vest, and (subject to Section 10.6) the Warrant may not be exercised, at any time thereafter, provided however, that if at any time during the Exercise Period the Holder has not obtained any governmental approvals or exemptions required for the exercise of this Warrant under (or is subject to waiting periods with respect to such exercise under) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or any other applicable law, then the Exercise Period shall be deemed extended until the earliest of (x) the Holder ceasing actively to pursue such approval or exemption and (y) any governmental authority that must grant any such required approval or exemption denying such grant and such denial becoming final and non-appealable or the Holder declining to appeal such denial (provided that the Holder shall only be deemed to have so ceased actively to pursue any such approval or exemption or declined to appeal a denial of any such approval or exemption where the Holder confirms the same is the case or fails to so confirm, within five Business Days of written request by the Company).

2. Delivery of Share Certificates; No Fractional Shares.

Within five business days after exercise of this Warrant (or, if later and if applicable, two business days after the determination of the Fair Market Value in accordance with the terms of this Warrant to be employed in connection with a Net Issuance Exercise), the Company at its expense shall issue and deliver to the Holder (a) an updated register of members, certified by the Company Secretary, evidencing the issuance of the relevant Warrant Shares to the Holder pursuant to the exercise of this Warrant, (b) a certificate or certificates for the number of Warrant Shares to which the Holder shall be entitled upon such exercise (solely if the Company permits certificated shares at the time of such exercise and the Holder requests certificates), and (a) if applicable, a new warrant with terms identical to this Warrant to purchase that number of Warrant Shares as to which this Warrant has not been exercised. The Holder shall for all purposes be deemed to have become the holder of record of such Warrant Shares on the date this Warrant was exercised, and such date of exercise shall be duly recorded in the updated register of members, and this shall be irrespective of the date of delivery of any certificate(s) representing the Warrant Shares (if applicable). If the Holder is entitled to receive fractional shares upon the exercise of this Warrant the fractional shares shall be issued to the extent permitted under the Company's organizational documents, but no scrip shall be issued upon exercise of this Warrant. In lieu of a fractional share (if not permitted under the Company's organizational documents) or scrip, the Company shall pay the Holder a sum in cash equal to the Fair Market Value of the fractional share on the date of exercise.

3. Representations, Warranties and Covenants

Each party agrees that each of the following representations and warranties are given as of the Original Issue Date, and that no representation or warranty is given as of the Amendment Date or the Second Amendment Date unless specifically stated to do so:

3.1 The Company represents and warrants that all corporate actions required to be taken,

and approvals and consents required to be obtained, by the Company, its officers, directors and shareholders, and, so far as it is aware, any third party (including, but not limited to, the necessary consent of the Bermuda Monetary Authority for the issuance of this Warrant and issuance of the Warrant Shares pursuant to the exercise of this Warrant) for the sale and issuance of this Warrant have been taken on or before the Second Amendment Date, including the reservation of sufficient number of authorized but unissued shares to accommodate the issuance of Warrant Shares upon exercise of this Warrant.

3.2 The Company represents and warrants that as of the Second Amendment Date the authorized capital of the Company is US$12,000 divided into 1 share of Series A Convertible Preference Shares of par value $0.000111650536, of which 1 is issued and outstanding as of the Second Amendment Date, 12,512,994.4665 shares of Series B Convertible Preference Shares of par value $0.000111650536 each, of which 11,083,691.3814 are issued and outstanding as of the Second Amendment Date, 12,639,389.35 shares of Series C Convertible Preference Shares of par value $0.000111650536 each, of which 111,956.4786 shares are issued and outstanding as of the Second Amendment Effective Date, 79,766,505.249454 Class A Common Shares of par value $0.000111650536 each, of which none are issued or outstanding, and 2,559,323.13 Class B Common Shares of par value $0.000111650536 each, approximately 2,389,596 of which are issued and outstanding and approximately 169,737 of which remain available for issuance to officers, directors, employees and consultants of the Company pursuant to its IBEX Holdings Limited 2018 Restricted Stock Plan duly adopted by the Board and approved by the Company's shareholders (as amended from time to time, the ***"Restricted Stock Plan"*).** All of the issued and outstanding Common Shares and Convertible Preference Shares have been duly authorized, are fully paid and nonassessable and were issued in compliance with the Act and applicable law (including, without limitation, the Bermuda Companies Act 1981, as amended). No Convertible Preference Shares or Class A Common Shares have been issued pursuant to restricted share purchase agreements, no shares have been issued upon exercise of options, and no options to purchase such shares have been granted and are currently outstanding. Pursuant to the terms of the Restricted Stock Plan, a total of 2,559,323.13 Class B Common Shares are available for issuance to officers, directors, employees and consultants of the Company.

There are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, for the purchase or acquisition from the Company of any of its share capital other than with respect to this Warrant and those relating to the Restricted Stock Plan. The Company's Convertible Preference Shares have those rights and obligations as set forth in their respective Certificates of Designation, and the Company's Common Shares have those rights and obligations as set forth in the Company's Bye-Laws.

The ***"Series A Convertible Preference Shares"*** shall mean those Series A Convertible Preference Shares defined in the Certificate of Designation, Preferences, and Rights of Series A Convertible Preference Shares of the Company (the ***"Series A Convertible Preference Shares Certificate of Designation"*).** The ***"Series B Convertible Preference Shares"*** shall mean those Series B Convertible Preference Shares defined in the Certificate of Designation, Preferences, and Rights of Series B Convertible Preference Shares of the Company (the ***"Series B Convertible Preference Shares Certificate of Designation"*).** The ***"Series C Convertible Preference Shares"*** shall mean those Series C Convertible Preference Shares defined in the Certificate of Designation, Preferences, and Rights of Series C Convertible Preference Shares of the Company (the ***"Series C Convertible Preference Shares Certificate of Designation"*). *"Convertible Preference Shares"*** means the Series A Convertible Preference Shares, the Series B Convertible Preference Shares, and the Series C Convertible Preference Shares. The ***"Class A Common Shares"*** means those Class A Common Shares defined in the Bye-Laws of the Company. The ***"Class B Common Shares"*** means those Class B Common Shares defined the Bye-Laws of the Company. The ***"Common Shares"*** means the Class A Common Shares and the Class B Common Shares.

3.3 The Company represents and warrants that "United States shareholders" as such term is defined in Section 951(b) of the U.S. Internal Revenue Code of 1986, as amended (the ***"Code"*),** own less than 39% of the total voting power or value of the

Company's stock for purposes of section 957(a) of the Code.

3.4 The Company represents and warrants that it is not currently, and has never been, a "passive foreign investment company" as such term is defined in Section 1297 of the Code.

3.5 The financial information set out in ***Exhibit D*** (including, for the avoidance of doubt, the Company's revenue as set forth therein) (a) is consistent with the books and records of the Company, (b) has been prepared, with respect to the information included, in conformity with International Financial Reporting Standards **("*IFRS*")** on a basis consistent with prior accounting periods (excluding, for the avoidance of doubt, as to the inclusion of notes) and (c) fairly presents in all material respects the revenue and net debt of the Company and its subsidiaries as of the date and for the period indicated in Exhibit D.

3.6 The Company represents and warrants that there are no shareholders agreements or investor rights agreements, or any other similar agreements which provide a shareholder with preferential voting power, commit a shareholder to cast its votes as shareholder in the Company under the instruction of another party, or provide that shareholder with a special right to direct action by the Company (not conferred by that shareholder's holding of shares in the Company), in each case: (a) among the Company, any of its subsidiaries and one or more of its shareholders, and (b) except for any such agreements that have been provided to the Holder prior to the date of this Warrant.

3.7 The Company covenants that at all times during the Exercise Period there shall be reserved for issuance such number of Warrant Shares as is necessary for exercise in full of this Warrant. All Warrant Shares issued pursuant to the exercise of this Warrant shall, upon their issuance, be validly issued and outstanding, fully paid and nonassessable, free and clear of all liens and other encumbrances or restrictions on sale and free and clear of all preemptive rights, and such Warrant Shares shall be issued free from all taxes, liens and charges with respect to the issuance thereof.

3.8 The Company covenants that it shall not, directly or indirectly, whether by or as a result of any reorganization, sale or transfer of assets, consolidation, merger, amalgamation, dissolution, issuance or sale of securities, or any other voluntary action, (i) amend its constitutional documents to require additional consents for, or otherwise frustrate, the exercise of this Warrant, (i) avoid or seek to avoid the observance or performance of any of the terms of this Warrant, (iii) alter the classes (and/or the rights attaching to such classes) of shares in the Company (or any successor entity) for the primary purpose of frustrating the exercise of this Warrant or subordinating Warrant Shares to other classes of equity in any manner that adversely affects the Holder's economic interest in the Company (or any successor entity), or (iv) effect any Reorganization (including any Exempt Reorganization) that results in an adverse effect (disregarding any *de minimis* effects) on the economic interest of the Holder as established by this Warrant; provided for the avoidance of doubt that the foregoing shall not restrict actions taken in good faith that are (x) in furtherance of the bona fide commercial interests of the Company and/or its direct or indirect subsidiaries and that do not, subject and without prejudice to Section 10.1, disproportionately prejudice or disproportionately adversely affect the rights of any particular class of the shares of the Company (for such purposes, whether or not the Warrant has been exercised, treating each of the Warrant and the Warrant Shares, whether held by the Holder or not, as a separate class of shares of the Company) and/or (y) in the opinion of outside legal counsel, necessary to comply with applicable laws or regulations. Notwithstanding the above, Amazon.com NV Investment Holdings LLC (the ***"Original Holder")*** herby acknowledges and consents to the terms and conditions of the Series A Convertible Preference Shares Certificate of Designation, Series B Convertible Preference Shares Certificate of Designation, Series C Convertible Preference Shares Certificate of Designation, and the Company's Bye-Laws, each in the forms attached hereto as ***Exhibits E, F, G,*** and ***H.***

3.9 For illustrative purposes only, attached as ***Exhibit I*** are example calculations of the treatment of this Warrant as of the Second Amendment Date in an IPO or M&A Event.

4. Adjustments Upon Certain Events

4.1 Effect of Reorganization. Upon (i) any consolidation, merger, or amalgamation involving the Company pursuant to which the Company's shareholders immediately prior to such consolidation, merger or amalgamation own, immediately after such

consolidation, merger or amalgamation, less than 50% of the voting securities of the surviving entity, (ii) any transaction or series of related transactions in which 50% or more of the Company's voting power is transferred to persons other than the Company's shareholders immediately prior to such transaction or series of transactions (other than sales to the public in or after an IPO, and a bona fide reorganization among affiliates such that one or more affiliates of the relevant shareholder continue to hold 50% or more of the Company's voting power after such reorganization), (iii) the sale of all or substantially all of the assets of the Company and its direct and indirect subsidiaries to a third party, other than the Company or any of its direct or indirect subsidiaries, or (iv) any liquidation of the Company (collectively, a ***"Reorganization"***) during the Exercise Period (as may be extended pursuant to Section 1.4), in each case as a result of which the shareholders of the Company receive cash, shares or other property in exchange for their Warrant Shares, or in the event of the conversion of the Warrant Shares pursuant to their terms, lawful provision shall be made so that the Holder shall thereafter be entitled to receive, upon exercise of this Warrant, the number of shares of securities of the Company or another entity, cash or other property to which a holder of the Warrant Shares issuable upon exercise of this Warrant would have been entitled to receive in such Reorganization or conversion event if this Warrant had been exercised immediately prior to such Reorganization or conversion event. In any such case, appropriate adjustment shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after the Reorganization or conversion event such that the provisions of this Warrant shall be applicable after that event, as near as reasonably may be, in relation to any shares deliverable after that event upon the exercise of this Warrant. The Company shall provide the Holder at least 10 business days' prior written notice of the consummation of any Reorganization.

4.2 Adjustments for Share Splits, Bonus Issues, Dividends. If at any time after the Second Amendment Date the Company shall, directly or indirectly, issue any shares of the same class as the Warrant Shares as a share dividend or bonus issue, or subdivide in a forward share split, or combine in a reverse share split, the number of issued and outstanding shares of such class into a greater or lesser number of shares, then, in either such case, the number of Series B Convertible Preference Shares and Series C Convertible Preference Shares underlying the Warrant Shares shall be adjusted such that upon exercise of the Warrant, the Holder shall receive the same number and class of shares they would have received if the Warrant had been fully vested and exercised in full prior to such event and such share dividend or bonus issue, or subdivision in a forward share split, or combination in a reverse share split shall be applied to the shares issued pursuant to the Warrant. Each adjustment in the number of shares underlying the Warrant Shares issuable shall be to the same number of decimal places as provided in this Warrant as of the Second Amendment Date so long as fractional shares are permitted under the Company's organizational documents and shall be to the nearest whole share if fractional shares are not so permitted, and each adjustment of the Exercise Price shall be calculated to the nearest cent. Any adjustment under this Section 4.2 shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend.

4.3 Adjustment to Exercise Price for Dilutive Issuances. If the Company shall, directly or indirectly, issue or be deemed to have issued any shares of the same class as the shares underlying the Warrant Shares (other than as provided in Section 4.2) in connection with the issuance or grant of options to purchase or rights to subscribe for Warrant Shares, securities by their terms convertible into or exchangeable for Warrant Shares, or options to purchase or rights to subscribe for such convertible or exchangeable securities (in each case other than in Permitted Transactions), in each case for consideration per share that is less (other than by reason of the payment, deduction or application of customary discounts, commissions, spreads, fees or other similar amounts as determined by, or agreed to with, the underwriter(s), placement agent(s) or other person(s) performing similar functions in connection with such issuance) than the then-current Exercise Price (a ***"Dilutive Issuance"*),** then on the date of such issuance the Exercise Price shall be reduced to a price (calculated to the nearest cent) equal to the quotient of (a) the sum of (i) the consideration received by the Company in such issuance plus (ii) the product of the number of fully diluted shares of equity securities of

the Company issued and outstanding immediately prior to the issuance times the Exercise Price divided by (b) the number of fully diluted shares of equity securities of the Company issued and outstanding immediately after the issuance. ***"Permitted Transactions"*** shall include (A) issuances of any Common Shares upon exercise of options, and issuances of options, restricted shares or convertible securities to acquire any Common Shares of the Company to directors, advisors, employees or consultants of the Company or its direct or indirect subsidiaries pursuant to a stock option plan, employee stock purchase plan, restricted stock plan (including but not limited to the Restricted Stock Plan), other employee benefit plan or other similar compensatory agreement or arrangement, in each case as approved by the Board, (B) the conversion of Convertible Preference Shares to Warrant Shares or any Common Shares of the Company, or the conversion of any Class B Common Shares into Class A Common Shares of the Company, and (C) the exercise of this Warrant.

In the case of the issuance or grant of options to purchase or rights to subscribe for Warrant Shares, securities by their terms convertible into or exchangeable for Warrant Shares, or options to purchase or rights to subscribe for such convertible or exchangeable securities which is or could be a Dilutive Issuance, the following provisions shall apply:

(i) the aggregate maximum number of Warrant Shares deliverable upon exercise of such options to purchase or rights to subscribe for Warrant Shares shall (A) be deemed to have been issued at the time such options or rights were granted, and (B) for consideration equal to the consideration to be received by the Company upon the issuance or exercise of such options or rights for the Warrant Shares covered thereby;

(ii) the aggregate maximum number of Warrant Shares deliverable upon conversion of or in exchange for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities, options or rights were issued;

(iii) if such options, rights or convertible or exchangeable securities by their terms provide for any increase in the consideration payable to the Company, or decrease in the number of Warrant Shares issuable, upon the exercise, conversion or exchange thereof, the Exercise Price computed upon the original issue thereof, and any subsequent adjustments based thereon, shall, upon such increase or decrease becoming effective, be recomputed to reflect such increase or decrease with respect to such options, rights and securities not already exercised, converted or exchanged prior to such increase or decrease becoming effective; and (iv) upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities prior to any exercise, the Exercise Price shall promptly be readjusted to such Exercise Price as would have been obtained had the adjustment which was made upon the issuance of such options, rights or securities or options or rights related to such securities been made upon the basis of the issuance of only the number of Warrant Shares actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

No single event shall cause an adjustment under more than one subsection of this Section 4 so as to result in duplication. Except as expressly stated herein, the Exercise Price and number of Warrant Shares issuable upon an exercise shall not be adjusted.

4.4 Calculation of Consideration. In the case of an issuance of additional Warrant Shares (or any other rights, securities or interests exercisable or exchangeable for, or convertible into, Warrant Shares or any other derivatives of Warrant Shares) for noncash consideration, the Board shall in good faith determine the value of such consideration (provided that such consideration is at least equal to the par value) and shall promptly provide the Holder a written explanation of its determination.

4.5 Adjustment for Dividends on Convertible Preference Shares. If, on or after the Original Issue Date, the Company declares and pays a dividend to holders of the Company's Series A Convertible Preference Shares pursuant to Section 2 of such Series A Convertible Preference Share Certificate of Designation, the Original (d) Exercise Price for the purpose of clause (d) of the second paragraph of the preamble of this Warrant shall, for all subsequent exercises of this Warrant for which an

Exercise Price is calculated under clause (d) of the second paragraph of the preamble of this Warrant, be reduced by an amount equal to: (A) the amount of such dividend actually paid, divided by (B) the number of fully diluted shares of equity securities (assuming that any Convertible Preference Shares are converted into Common Shares without the consummation of an IPO) of the Company immediately prior to the payment of that dividend.

4.6 Further Approvals. The Company covenants and agrees that, if in respect of any of the adjustments contemplated by this Section 4, any supplemental consent of the Bermuda Monetary Authority is required for the issuance of additional Warrants and the issuance of additional Warrant Shares pursuant to the exercise of this Warrant, the Company will use its best efforts to apply for and obtain the relevant Bermuda Monetary Authority consents in a timely manner.

4.7 Certificate as to Adjustments. In the case of any adjustment in the Exercise Price or number and type of securities issuable upon exercise of this Warrant, the Company shall promptly give written notice to the Holder in the form of a certificate signed by an officer of the Company, setting forth the adjustment in reasonable detail.

5. Registration Rights; Information Rights

5.1 Registration Rights. For purposes of this Warrant:

"Damages" shall mean any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company under which Registrable Securities were registered under the Act, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto necessary to the make statements therein (in the case of a preliminary prospectus or final prospectus, in light of the circumstances in which they were made) not misleading; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein (in the case of a prospectus, preliminary prospectus or issuer free writing prospectus, in light of the circumstances in which they were made) not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or affiliates) of the Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Act, the Exchange Act, or any state securities law in connection with the registration, qualification, compliance or sale of Registrable Securities.

"Excluded Registration" means (i) a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan; (ii) a registration relating to Commission (as defined herein) Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; (iv) a registration in which the only common stock of the Company being registered is common stock of the Company issuable upon conversion of convertible securities that are also being registered; and (v) the Company's IPO or its Qualified IPO.

"Registrable Securities" means all Warrant Shares issued upon exercise of this Warrant and any Warrant Shares issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange upon conversion for or in replacement of, the Warrant Shares.

"Selling Expenses" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for the Holder.

"Shelf Registration Statement" means a registration statement of the Company filed with the Commission on Form F-3 (or any successor form or other appropriate form under the Act) for an offering to be made on a delayed or continuous basis pursuant to Rule 415 (or any successor provision) under the Act covering Registrable Securities.

(a) Shelf Registration. At any time after the date that is on or after the one-year anniversary of the IPO when the Company is eligible to use a Shelf Registration Statement and on which the Holder is no longer subject to an underwriter's lock-up pursuant to Section 5.4, the Holder may make a written request (a

***"Shelf Notice"*)** to the Company to file a Shelf Registration Statement, which Shelf Notice shall specify the kind and the aggregate amount of Registrable Securities of the Holder to be registered therein. Following the delivery of a Shelf Notice, if the Company is eligible to effect a registration statement on Form F-3, the Company (x) shall file a Shelf Registration Statement as soon as practicable, and in any event within forty-five (45) days following delivery of such Shelf Notice, with the Commission (which shall be an automatic Shelf Registration Statement if the Company qualifies at such time to file such a Shelf Registration Statement) relating to the offer and sale of all Registrable Securities requested for inclusion therein by the Holder and (y) shall use its commercially reasonable efforts to cause such Shelf Registration Statement promptly to become effective under the Act.

(b) Continued Effectiveness. The Company shall use its commercially reasonable efforts to keep any Shelf Registration Statement filed pursuant to Section 5.1(a) continuously effective under the Act in order to permit the prospectus forming a part thereof to be usable in connection with any offers or sales from time to time thereunder, subject to Section 5.1(c), until the earlier of (i) the date as of which all Registrable Securities have been sold pursuant to the Shelf Registration Statement or another registration statement filed by the Company under the Act (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Act and Rule 174 thereunder) and (ii) the date on which the Holder ceases to hold Registrable Securities (or have the right to exercise this Warrant for Registrable Securities) representing at least 0.5% of the fully diluted share capital of the Company (such period of effectiveness, the **"*Shelf Period*").**

(c) Suspension of Registration. If the Company shall furnish to the Holder a certificate signed by the chief executive officer, chief financial officer or chief legal officer of the Company stating that the filing, amendment or continued use of a Shelf Registration Statement would require the Company to make public disclosure of material, non-public information that, in the Board's good faith judgment, after consultation with outside counsel to the Company, (i) would be required to be made in any registration under the Act or report filed with the Commission by the Company so that such Shelf Registration Statement or report would not be materially misleading and would not be required to be made at such time but for the filing of such registration statement or report; and (ii) the Company has a bona fide business purpose for not disclosing such information publicly (an **"*Adverse Disclosure*"),** then the Company may suspend use of the Shelf Registration Statement (a **"*Shelf Suspension***), provided, however, that the Company shall not be permitted to exercise a Shelf Suspension more than twice in any twelve (12)-month period nor for more than an aggregate of one-hundred-twenty (120) days during any twelve (12)-month period, and provided further that the Company shall not register any securities for its own account or that of any other stockholder during any Shelf Suspension other than pursuant to an Excluded Registration or a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, and provided, further, that in the event of a Shelf Suspension, such Shelf Suspension shall terminate at such earlier time as the Company would no longer be required to make any Adverse Disclosure. The Holder shall keep confidential the fact that a Shelf Suspension is in effect, the certificate referred to above and its contents unless and until otherwise notified by the Company, except for disclosures permitted in accordance with Section 10.7. In the case of a Shelf Suspension, the Holder agrees to suspend use of the applicable prospectus and any free writing prospectus approved by the Company in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of the notice referred to above. The Company shall promptly notify the Holder upon the termination of any Shelf Suspension, amend or supplement the prospectus and any free writing prospectus approved by the Company, if necessary, so it does not contain any untrue statement or omission and furnish to the Holder such numbers of copies of the prospectus and any free writing prospectus approved by the Company as so amended or supplemented as the Holder may reasonably request. The Company agrees, if necessary, to supplement or make amendments to the Shelf Registration Statement if required by the registration form used by the Company for the applicable registration or by the instructions applicable to such registration form or by

the Act or the rules or regulations promulgated thereunder, or as may reasonably be requested by the Holder.

(d) Underwritten Offerings. Notwithstanding anything to the contrary set forth herein, none of the Company, its directors, officers, advisors, consultants or employees will be required to (i) facilitate any offer or sale of securities by the Holder pursuant to the Shelf Registration Statement by way of an underwritten offering, (ii) provide any opinions of counsel or accountant "comfort" letters or facilitate due diligence in connection with any offer or sale by the Holder pursuant to the Shelf Registration Statement or (iii) participate in any "road show," "electronic road show" or other substantial marketing effort in connection with any offer or sale by the Holder pursuant to the Shelf Registration Statement.

(e) Piggyback Registration. (i) At any time that the Holder holds at least 0.5% of the fully diluted share capital of the Company and the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holder) any of its securities under the Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give the Holder notice of such registration. Upon the request of the Holder given within five (5) days after such notice is given by the Company, the Company shall, subject to the provisions of Section 5.1(e)(ii), cause to be registered all of the Registrable Securities that the Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 5.1(e) before the effective date of such registration, whether or not the Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Section 5.1(g). For the avoidance of doubt, the Holder shall not have any right to include Registrable Securities in the IPO or Qualified IPO.

(i) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Section 5.1(e)(i), the Company shall not be required to include any of the Holder's Registrable Securities in such underwriting unless the Holder accepts the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested to be included in such offering exceeds the number of securities proposed to be sold that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be permitted to include all securities other than Registrable Securities proposed to be registered in such offering and, with respect to the Registrable Securities, shall be required to include in the offering only that number of the Registrable Securities which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering.

(f) Other Obligations. Whenever required under this Section 5.1 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible: (i) prepare and file with the Commission such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to keep such registration statement effective as provided for in this Warrant and to comply with the Act in order to enable the disposition of all securities covered by such registration statement; (ii) furnish to the Holder such number of copies of a prospectus, including a preliminary prospectus, any summary prospectus and each free writing prospectus (as defined in Rule 405 of the Act), as required by the Act, and such other documents as the Holder may reasonably request in order to facilitate its disposition of its Registrable Securities; (iii) use its commercially reasonable efforts to register and qualify the Registrable Securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the Holder; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Act; (iv) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national

securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed; (v) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Warrant and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration; (vi) notify the Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; (vii) after such registration statement becomes effective, notify the Holder of any request by the Commission that the Company amend or supplement such registration statement or prospectus; and (viii) use commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction at the earliest reasonable practicable date.

(g) Expenses. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to this Section 5.1, including all registration, filing, and qualification fees, printers' and accounting fees and fees and disbursements of counsel for the Company shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 5.1(a) if the registration request is subsequently withdrawn at the request of the Holder (such expenses, **"*Withdrawn Registration Expenses*").** The Holder shall bear all Selling Expenses and Withdrawn Registration Expenses, including, if necessary by promptly reimbursing the Company for the amount of any reasonable, documented out-of-pocket Withdrawn Registration Expenses.

(h) Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 5.1 with respect to the Registrable Securities of the Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of the Registrable Securities.

(i) Indemnification. If any Registrable Securities are included in a registration statement under this Section 5.1:

(i) To the extent permitted by law, the Company will indemnify and hold harmless the Holder (including insofar as it is deemed to be an underwriter), and the partners, members, officers, directors, and stockholders of Holder; legal counsel and accountants for the Holder; and each Person, if any, who controls the Holder within the meaning of the Act or the Exchange Act, against any Damages, and the Company will pay to the Holder, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 5.1(i) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of the Holder or any such controlling Person, or other aforementioned Person expressly for use in connection with such registration;

(ii) To the extent permitted by law, the Holder (including insofar as it is deemed an underwriter) will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Act, legal counsel and accountants for the Company, any other shareholder selling securities in such registration statement, and any controlling Person of any such other shareholder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of the Holder expressly for use in connection with such registration; and the Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in

connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 5.1(i) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided, further, that in no event shall the aggregate amounts payable by the Holder by way of indemnity or contribution under Section 5.1(i)(ii) and Section 5.1(i)(iv) exceed the proceeds from the offering received by the Holder (net of any Selling Expenses paid by the Holder), except in the case of fraud or willful misconduct by the Holder;

(iii) Promptly after receipt by an indemnified party under this Section 5.1(i) of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 5.1(i), give the indemnifying party notice of the commencement thereof; provided, however, the failure to give such notice shall not release the indemnifying party from its obligation, except to the extent that the indemnifying party has been actually and materially prejudiced by such failure to provide such notice on a timely basis. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action;

(iv) To provide for just and equitable contribution to joint liability under the Act in any case in which either: (A) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Section 5.1(i) but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Section 5.1(i) provides for indemnification in such case, or (B) contribution under the Act may be required on the part of any party hereto for which indemnification is provided under this Section 5.1(i), then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (1) the Holder will not be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by the Holder pursuant to such registration statement, and (2) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided, further, that in no event shall the Holder's liability pursuant to this Section 5.1(i)(iv), when combined with the amounts paid or payable by such Holder pursuant to Section 5.1(i)(ii), exceed the proceeds from the offering received by the Holder (net of any Selling Expenses paid by the Holder), except in the case of willful misconduct or fraud by the Holder.

(v) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and the Holder under this Section 5.1(i) shall survive the completion of any offering of

Registrable Securities in a registration under this Section 5.1, and otherwise shall survive the termination of this Warrant.

(j) Reports Under Exchange Act. With a view to making available to the Holder the benefits of Commission Rule 144 and any other rule or regulation of the Commission that may at any time permit the Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form F-3, the Company shall: (i) make and keep available adequate current public information, as those terms are understood and defined in Commission Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO; (ii) use commercially reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and (iii) furnish to the Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (A) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of Commission Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form F-3 (at any time after the Company so qualifies); and (B) such other information as may be reasonably requested in availing the Holder of any rule or regulation of the Commission that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form F-3 (at any time after the Company so qualifies to use such form).

(k) Termination of Registration Rights. The right of the Holder to request registration or inclusion of Registrable Securities in any registration pursuant to this Section 5.1 shall (in each case unless the Company and the Holder otherwise agree in writing) terminate upon the earlier to occur of (i) the date on which the Holder ceases to hold (or have the ability to exercise this Warrant for) Warrant Shares equal to at least 0.5% of the fully diluted share capital of the Company and (ii) the first anniversary of the Expiration Date.

5.2 Cooperation in IPO. The Holder shall (a) provide to the Company or the managing underwriter(s) such information (and such customary warranties) as the Company or the managing underwriter(s) may reasonably request in connection with the IPO regarding itself and its affiliates and its ownership of the Warrant, any Warrant Shares and any other relevant securities, to the extent necessary or customary to complete any associated registration statement or other disclosure or marketing document and procure that such information is true and accurate through the date of the IPO (and, accordingly, promptly correct any information provided), (b) execute such lock-up agreements or other restrictions on the sale of its Warrant Shares as may be required pursuant to Section 5.4, and (c) not exercise any rights as holder of Warrant Shares (provided, for the avoidance of doubt, that this clause (c) shall not require the Holder to vote any Warrant Shares held by it) to seek to obstruct the IPO, or disparage the IPO or the Company or its direct or indirect subsidiaries in connection with the IPO to third parties (provided that nothing contained in this Section 5.2 shall prevent the Holder from (w) making truthful responses to questions asked to it which neither it nor its affiliates have actively and deliberately solicited of one another, (x) performing its obligations or asserting and/or enforcing its rights as customer of the Company or its direct or indirect subsidiaries, (y) asserting and/or enforcing its rights under this Warrant, or (z) otherwise taking any other good faith action as customer of the Company or its direct or indirect subsidiaries). The foregoing clause (c) shall terminate and expire upon the earlier of the consummation of an IPO (including a Qualified IPO) and June 30, 2019.

5.3 Information Rights.

(a) If the Holder so requests, the Company shall deliver to the Holder:

(i) as soon as practicable, and in any event within 10 business days of the same becoming available after the end of each fiscal year of the Company (the date falling 90 days after the end of the relevant fiscal year being the applicable "Alternative Longstop"), an audited, reviewed or unaudited, as applicable, balance sheet and statement of shareholders' equity, as of the last day of such year, and an audited, reviewed or unaudited, as applicable,

income statement and statement of cash flows for the period then ended, along with the notes to the financial statements, prepared in accordance with IFRS or US GAAP (as applicable);

(ii) as soon as practicable, and in any event within 10 business days of the same becoming available after the end of each of the first three fiscal quarters of the Company (the date falling 45 days after the end of the relevant fiscal quarter being the applicable "Alternative Longstop"), an unaudited income statement, an unaudited cash flow statement, an unaudited balance sheet and a statement of shareholders' equity, year to date and as of the end of such fiscal quarter;

(iii) within twenty business days after the end of a fiscal quarter of the Company, a capitalization table for the Company as of the end of such fiscal quarter that (A) provides detail as to each class of shares of the Company and each shareholder's equity and voting interest (x) in each class of shares and (y) in the aggregate (in the case of each of clauses (x) and (y), calculated based on shares issued and outstanding and fully diluted shares) and (B) includes exercise prices for options or other equity awards issued during such fiscal quarter and price per share information for any other equity transactions entered into by the Company, including issuances, sales, repurchases and redemptions, during such fiscal quarter; and (iv) reasonably promptly following the Holder's request (which may not be made more frequently than once a fiscal quarter), any information reasonably requested by the Holder, and reasonably available to the Company without undue burden or expense, necessary to determine that the Company would not, after the exercise of this Warrant, be a "controlled foreign corporation" as such term is defined in Section 957(a) of the Code and that the Company is not a "passive foreign investment company" as such term is defined in Section 1297 of the Code; provided, that the Company shall not be required to disclose information which it reasonably determines to be confidential, provided in the case of (i) and (ii) that if the relevant statement is not provided by the applicable Alternative Longstop the Company shall (at no out-of-pocket cost to the Company), if the Holder so requests, use its reasonable efforts to collate and provide to the Holder such other information relating to the Company or any of its direct or indirect subsidiaries as is available and reasonably required and requested to permit the Holder or any of its affiliates to prepare or file any tax return or to complete their ordinary course internal audit processes.

(b) The Company shall:

(i) On or before February 15 of each calendar year, or as soon as reasonably practicable thereafter, provide such other information relating to the Company or any of its direct or indirect subsidiaries as reasonably requested by the Holder and as may be reasonably required for the Holder or any of its affiliates to prepare or file any tax return or to prepare such filings with respect to the Company or any of its affiliates as may be required by any tax authority to the extent such information is reasonably available to the Company without undue burden or expense;

(ii) upon the Holder's reasonable prior written request, grant the Holder and its affiliates reasonable access to the books, records and employees of the Company during normal business hours of the Company in order to obtain information legally required to file all tax returns required to be filed by the Holder or any of its affiliates; provided, that the Company shall not be required to disclose information which it reasonably determines to be confidential; and

(iii) reasonably cooperate (at no out-of-pocket cost to the Company) in preparing for any audit of, or dispute with a tax authority regarding any tax return of, the Holder or any of its affiliates relating to the Company or any of its direct or indirect subsidiaries.

(c) This Section 5.3 shall terminate upon an IPO. The Holder and its affiliates will only use the information provided under this Section 5.3 for their own bona fide (and ordinary course) tax, accounting and incident internal legal purposes.

5.4 Market Stand-Off Agreement.

As a condition to the exercise of this Warrant, the Holder will agree that, to the extent requested by the managing underwriter(s) (as such managing underwriter(s) deem appropriate or advisable in support of the applicable offering), it will not, without the prior written consent of the managing underwriter(s), during the 180-day period following the effective date of the registration statement relating to the IPO or during the 90-day period following the effective date of a registration statement relating to a subsequent public offering in which the Holder has the opportunity to include Registrable Securities in such

offering pursuant to Section 5.1, in each case which period may be extended upon the request of the managing underwriter(s), to the extent required by any NASDAQ or NYSE rules or consistent with then-prevailing market practice), (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Warrant Shares (or any securities convertible into or exercisable or exchangeable for Warrant Shares) held immediately before the effective date of the registration statement for such offering, or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Warrant Shares, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Warrant Shares or other securities, in cash or otherwise. The foregoing provisions of this Section 5.4 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement and shall be applicable only if all senior officers and directors of the Company and holders of one percent (1%) or more of the outstanding Common Shares (after giving effect to the conversion into Common Shares of all outstanding Convertible Preference Shares) enter into similar agreements. The Holder further agrees to execute such agreements (including lock-up agreements) as may be reasonably requested by the underwriters in connection with the IPO or any subsequent registration in which the Holder has the opportunity to include Registrable Securities in such offering pursuant to Section 5.1 that are consistent with this Section 5.4; provided, that if the Holder enters into any such agreements, the provisions of such agreements shall govern instead of the provisions of this Section 5.4. Any discretionary waiver or termination by the Company or the underwriters of the restrictions of any similar market stand-off agreement to which the Company is a party shall apply pro rata to the Holder, based on the number of shares subject to the Holder's market stand-off agreement pursuant to this Section 5.4.

6. Lost or Damaged Warrant Certificate

Upon receipt by the Company of a letter from the Holder stating loss, theft, destruction or damage of this Warrant, the Company shall (upon being indemnified to its reasonable satisfaction) execute and deliver to the Holder, without charge, a new warrant with identical terms as this Warrant. No service charge shall be made by the Company for any such substitution, but all its expenses that may reasonably be incurred, and all stamp, tax and other governmental duties that may be imposed, in relation thereto shall be borne by the Holder.

7. Notices of Record Date, etc.

In the event of any corporate action requiring the Company to establish a record date for its shareholders or notice from the Company required by this Warrant, the Company shall mail to the Holder a written notice specifying (a) the date on which any such event is to occur or such record is to be taken, (b) if securities, rights or warrants are proposed to be issued or granted, the amount and character of any shares or other securities, or rights or warrants, proposed to be issued or granted, the date of such proposed issuance or grant and the persons or class of persons to whom such proposed issuance or grant is to be offered or made, and (c) in reasonable detail, the facts, including the proposed date, concerning any other such event. Such notice shall be delivered to the Holder at least 20 business days prior to the record date specified in the notice.

8. Representations and Warranties of the Holder.

Each party agrees that each of the following representations and warranties are given as of the Original Issue Date, and that no representation or warranty is given as of the Amendment Date or Second Amendment Date:

8.1 Investment Intent; Accredited Investor. By accepting this Warrant, the Holder represents and warrants that it (a) is acquiring this Warrant for its own account and not with a view to, or for sale in connection with, resale or any distribution or public offering thereof within the meaning of the Act or as a nominee or agent, (b) does not as of the date of this Warrant have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to this Warrant or the Warrant Shares, (c) understands that this Warrant and the Warrant Shares subject to this Warrant have not been registered under the Act by reason of their issuance in a transaction exempt from the registration and prospectus delivery requirements of the Act pursuant to Section 4(a)(2) thereof, and (d) is, and on

the date of exercise of this Warrant for Warrant Shares will be, an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act. The Holder understands that the Warrant Shares may be notated with appropriate legends to reflect that the Warrant Shares are "restricted securities."

8.2 Sophistication. The Holder represents and warrants that the Holder, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares, and has so evaluated the merits and risks of such investment. The Holder is able to bear the economic risk of an investment in the Warrant Shares and will be able to afford a complete loss of such investment.

8.3 Authority. The Holder represents and warrants that all corporate actions required to be taken, and approvals and consents required to be obtained, by the Holder in connection with the Holder's execution and delivery of this Warrant have been taken.

9. Beneficial Ownership Limitation.

"Commission" means the U.S. Securities and Exchange Commission.

"Equity Interests" means any and all (a) shares, interests, participations or other equivalents (however designated) of share capital or other voting securities of a corporation, any and all equivalent or analogous ownership (or profit) or voting interests in a Person (other than a corporation), (b) securities convertible into or exchangeable for shares, interests, participations or other equivalents (however designated) of capital stock or voting securities of (or other ownership or profit or voting interests in) such Person, and (c) any and all warrants, rights or options to purchase any of the foregoing, whether voting or nonvoting, and, in each case, whether or not such shares, interests, participations, equivalents, securities, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

"Notice of Exercise" means either a Notice of Cash Exercise or a Notice of Net Issuance Exercise, as applicable.

"Person," for purposes of this Section 9, has (notwithstanding Section 1.3) the meaning given to it in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act.

"Registered Equity Security" means any class of securities that is an "equity security," as such term is defined in Rule 13d-l(i) under the Exchange Act.

9.1 The provisions of this Section 9 shall be applicable and effective only at such time when the Warrant Shares, or any shares or other securities into which the shares of Warrant Shares are directly or indirectly convertible or exchangeable, are of a class of Registered Equity Security.

9.2 Notwithstanding anything in this Warrant to the contrary, the Company shall not honor any exercise of this Warrant, and the Holder shall not have the right to exercise any portion of this Warrant, to the extent that, after giving effect to an attempted exercise set forth on the Notice of Exercise, the Holder (together with the Holder's affiliates, and any other Person whose beneficial ownership of a Registered Equity Security would be aggregated with the Holder's for purposes of Section 13(d) or Section 16 of the Exchange Act, and the applicable regulations of the Commission, including any "group" of which the Holder is a member (the foregoing, ***"Attribution Parties"))*** would beneficially own a number of shares of a Registered Equity Security in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of a Registered Equity Security beneficially owned by the Holder and its Attribution Parties shall include the number of Warrant Shares issuable under the Notice of Exercise with respect to which such determination is being made but shall exclude the number of shares of such Registered Equity Security which are issuable upon (a) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder or any of its Attribution Parties, and (b) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including any warrants) beneficially owned by the Holder or any of its Attribution Parties that are subject to a limitation on conversion or exercise similar to the limitation contained herein. For

purposes of this Section 9, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the applicable regulations of the Commission. In addition, for purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and the applicable regulations of the Commission. For purposes of this Section 9, in determining the number of issued and outstanding shares of a Registered Equity Security, the Holder may rely on the number of issued and outstanding shares of such Registered Equity Security as stated in the most recent of the following: (x) the Company's most recent periodic or annual filing with the Commission, as the case may be, (y) a more recent public announcement by the Company that is filed with the Commission, or (z) a more recent notice by the Company or the Company's transfer agent to the Holder setting forth the number of shares of such Registered Equity Security then issued and outstanding. Upon the written request of the Holder (which may be by email), the Company shall, within three (3) trading days thereof, confirm in writing to the Holder (which may be via email) the number of shares of any Registered Equity Security then issued and outstanding. In any case, the number of issued and outstanding shares of a Registered Equity Security shall be determined after giving effect to any actual conversion or exercise of securities of the Company, including exercise of this Warrant, by the Holder or its Attribution Parties since the date as of which such number of issued and outstanding shares of such Registered Equity Security was last publicly reported or confirmed to the Holder. The Company shall be entitled to rely on representations made to it by the Holder in any Notice of Exercise regarding its Beneficial Ownership Limitation. The Holder acknowledges that the Holder is solely responsible for any schedules or statements required to be filed by it in accordance with Section 13(d) or Section 16(a) of the Exchange Act.

9.3 The ***"Beneficial Ownership Limitation"*** shall initially be 4.999% of the number of shares of any Registered Equity Security issued and outstanding immediately after giving effect to the issuance of Warrant Shares pursuant to such Notice of Exercise (to the extent permitted pursuant to this Section 9); provided, however, that by written notice to the Company, which will not be effective until the 61st day after such notice is delivered by the Holder to the Company, the Holder may waive or amend the provisions of this Section 9 to change the Beneficial Ownership Limitation to any other number, and the provisions of this Section 9 shall continue to apply. Upon any such waiver or amendment to the Beneficial Ownership Limitation, the Beneficial Ownership Limitation may not be further waived or amended by the Holder without first providing the minimum written notice required by the immediately preceding sentence. Notwithstanding the foregoing, at any time after receiving notice of a Reorganization that is pursuant to any tender offer or exchange offer by the Company or another Person (other than the Holder or any affiliate of the Holder), the Holder may waive or amend the Beneficial Ownership Limitation effective immediately upon written notice to the Company and may reinstitute a Beneficial Ownership Limitation at any time thereafter effective immediately upon written notice to the Company.

9.4 Notwithstanding the provisions of this Section 9, none of the provisions of this Section 9 shall restrict in any way the number of Warrant Shares which the Holder may receive or beneficially own in order to determine the amount of securities or other consideration that the Holder may receive in the event of a Reorganization as contemplated in Section 4 of this Warrant.

10. Miscellaneous

10.1 No Shareholder Rights or Liabilities. Except as explicitly set forth in this Warrant (including Section 7 of this Warrant), prior to exercise, this Warrant shall not entitle the Holder to any voting rights or other rights as a shareholder of the Company (including rights to (a) receive dividends or other distributions, (b) consent to any action of the shareholders of the Company, (c) receive notice of or vote at any meeting of the shareholders, (d) receive notice of any other proceedings of the Company). Nothing contained in this Warrant shall be construed as imposing any obligation on the Holder to purchase any securities or any liabilities as a shareholder of the Company, in each case without prejudice to any obligations or liabilities arising as a result of the receipt or holding of Warrant Shares following exercise of this Warrant and without prejudice to the obligations of the Holder with respect to the consideration payable for exercise of this Warrant pursuant to Section 1.1 or Section 1.2 hereof.

10.2 Notices. Any notice under this Warrant shall be given in writing and shall be deemed sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), or personal delivery to the other party at the address below. Notice is effective: (i) when delivered personally, (ii) three business days after sent by certified mail, (ii) on the business day after sent by a nationally recognized courier service. A party may change its notice address by giving notice in accordance with this section.

If to the Holder:

Amazon.com NV Investment Holdings LLC
410 Terry Avenue North
Seattle, WA 98109-5210
Attn: General Counsel

with a copy to:

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attn: General Counsel

If to the Company:

IBEX Holdings Limited
Crawford House, 50 Cedar Avenue
Hamilton HM11 Bermuda
Attn: Legal Department with a courtesy copy
(the delivery or otherwise of which shall not
affect due delivery under this Section 10.2)
to:
pat. costello@trgworld. com;
mohammed.khaishgi@trgworld.com

10.3 Amendments and Waivers. Any term of this Warrant may be amended, and the observance of any term may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holder.

10.4 Governing Law; Severability; Jurisdiction; Venue; Income Tax Treatment. This Warrant shall be governed by and construed under the laws of the State of New York without regard to principles of conflict of laws. If any paragraph, provision or clause of this Warrant shall be found or be held to be illegal, invalid or unenforceable, the remainder of this Warrant shall be valid and enforceable and the parties in good faith shall negotiate a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Warrant. The parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in New York, New York in connection with any action relating to this Warrant. The parties acknowledge that (a) this Warrant is not being issued in connection with the performance of services within the meaning of Section 83 of the Code, (b) the Holder shall control the valuation of this Warrant for all U.S. tax purposes, which valuation shall be performed by a third-party valuation firm selected by the Holder and, (c) the issuance of this Warrant represents a closed transaction for U.S. income tax purposes. The parties shall not take a position on any U.S. income tax return inconsistent with the foregoing sentence. The parties intend that this amendment and restatement of the original Warrant, as previously amended and restated, constitutes a plan of reorganization for purposes of Section 368(a) of the Code, and that the exchange of the previously amended and restated Warrant for the second amended and restated Warrant qualify as a reorganization under Section 368(a)(1)(E) of the Code.

10.5 Successors and Assigns; Transfer. The terms and conditions of this Warrant shall inure to the benefit of, and be binding on the respective successors and assigns of, the parties, provided that neither the Company nor the Holder may assign its obligations or rights under this Warrant, including any assignment by operation of law, whether in connection with a Reorganization or otherwise, without the prior written consent of the Holder or the Company (respectively), except (a) the Company may transfer its right and obligations hereunder to its successor entity in a Reorganization, subject to compliance with the provisions of this Warrant, and (b) the Holder may transfer, in whole or in part, this Warrant and all rights hereunder, without charge to the Holder, to any of its Permitted Transferees (provided that, prior to any such transferee ceasing to be a Permitted Transferee, the Holder shall, as promptly as reasonably practicable, procure that such rights and obligations are transferred back to the Holder or another Permitted Transferee, and provided further that any such transfer shall not relieve the transferee and its affiliates from the restrictions set forth in Section 5.3(c) hereof). In the event of a transfer in accordance with Section 10.5, the Holder shall surrender this Warrant properly endorsed

or accompanied by written instructions of transfer attached as ***Exhibit C*** and the Company shall issue a new warrant reflecting such transfer but otherwise identical to this Warrant. ***"Permitted Transferee"*** means any affiliate of the Holder that is ACI or any of its direct or indirect subsidiaries.

10.6 Automatic Exercise. To the extent this Warrant is not previously exercised as to all of the Warrant Shares subject hereto, and if the Fair Market Value of one Warrant Share (at such measurement date) is greater than the Exercise Price, this Warrant shall be deemed automatically exercised pursuant to a cashless exercise under and in accordance with Section 1.2 (even if not surrendered) immediately before its expiration. For purposes of this Section 10.6, the Fair Market Value of one Warrant Share shall be determined pursuant to Section 1.2. To the extent this Warrant or any portion thereof is deemed automatically exercised pursuant to this Section 10.6, the Company agrees promptly to notify the Holder in writing of the number of Warrant Shares, if any, the Holder is to receive by reason of such automatic exercise.

10.7 Confidentiality and Disclosure. Each party agrees to keep confidential and will not disclose, divulge, or use for any purpose (other than in the case of the Holder to monitor its investment in the Company) any confidential information obtained pursuant to the terms of this Warrant (including, in the case of the Holder, all information provided to the Holder under Section 5.3), including the existence or the terms of this Warrant (and information solely obtained pursuant hereto), and it shall not disclose any such confidential information unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 10.7 by the party seeking to make disclosure), (b) is or has been independently developed or conceived by the relevant party without the use of the other party's confidential information, or (c) is or has been made known or disclosed to the relevant party by a third party without a breach of any obligation of confidentiality such third party may have to the other party hereto; provided, however, that either party may disclose confidential information (x) to its attorneys, accountants, consultants, and other professionals owing duties of confidentiality solely to the extent necessary to obtain their services on the condition that such persons are instructed as to the confidential nature of such information, or (y) as may otherwise be required pursuant to judicial or administrative order, applicable laws or regulations (including, without limitation, rules and regulations of the Commission) or applicable rules governing the stock exchange on which the Company's or any of its affiliate's shares may become traded (collectively, ***"Applicable Law"*****).** In the event of disclosure of the information subject to this Section 10.7 (including for the avoidance of doubt, the Warrant), or of the Commercial Agreement (including any schedules, addendums, exhibits or supplements thereto) or excerpts therefrom, summary thereof or information relating thereto, being required pursuant to Applicable Law, including, without limitation, in connection with the submission or filing of any registration statement (whether or not on a confidential basis), the party hereto seeking to make disclosure may do so provided that it: (i) shall, to the extent permitted by Applicable Law, provide the other party hereto with prompt written notice, seeking in good faith to do so prior to making such disclosure, (ii) shall, to the extent reasonably requested, use commercially reasonable efforts to cooperate with the other party to reduce the scope of such disclosure such that disclosure is made only of that portion of the information which is legally required, and (iii) shall, if confidential treatment or a protective order is reasonably requested by the other party hereto with respect to all or a portion of the disclosure, and the disclosing party (after consultation with its counsel) has in good faith determined that such confidential treatment request is not frivolous, at the cost of the party hereto requesting such confidential treatment or protective order, file a request for confidential treatment or protective order, as applicable, and use its commercially reasonable efforts in responding to any comments from the Commission or other relevant regulatory body or stock exchange in pursuing the grant of confidential treatment or protective order; provided, that, except as expressly provided in this sentence with respect to the Commercial Agreement, nothing contained in this Section 10.7 shall in any way limit, supersede or alter any rights or obligations of the parties with respect to confidentiality set forth in any other agreement between the parties. The party seeking to make disclosure shall (A) provide the other party with drafts of any requests for confidential treatment or protective order and any other documents, press releases or other

disclosures or filings in which the party seeking to make disclosure is required to disclose this Warrant or any provision hereof as soon as possible, using all reasonable efforts to provide the same no less than five (5) business days prior to the submission, filing or disclosure thereof where practicable to do so, and (B) cooperate in good faith with the other party (including, without limitation, providing the other party with a reasonable opportunity to review and comment on any comments or other communication received by the Commission or other regulatory body or stock exchange relating thereto, and the responses to any such comments or other communication), and (C) consider in good faith and make any changes to such materials as may be reasonably requested by the other party. The Holder confirms, in this regard, that it is aware of the restrictions imposed by United States securities laws relating to the purchase and sale of securities by any person who has received material, non-public information about the issuer of such securities and on the communication of such information to any third party when it is reasonably foreseeable that such third party is likely to purchase or sell such securities in reliance upon such information. This Section 10.7 shall, notwithstanding any mutual non-disclosure agreement otherwise of general application, but without prejudice to Applicable Law, comprise the sole confidentiality obligations of the parties hereto with respect to this Warrant (and accordingly shall prevail in the event of any conflict between the terms of this Warrant and any other agreement as to confidentiality expressly regarding the Warrant that does not specifically and expressly override this provision).

10.8 Specific Performance. The parties hereto agree that failure of any party hereto to perform its agreements and covenants hereunder, including a party's failure to take all actions as are necessary on such party's part in accordance with the terms and conditions of this Warrant, will cause irreparable injury to the other party, for which monetary damages will not be an adequate remedy. It is agreed that the parties shall be entitled to specific performance of the terms hereof, without the requirement of posting a bond or other security, and each party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of a party's obligations and to the granting by any court of the remedy of specific performance of such party's obligations hereunder, this being in addition to any other remedies to which the parties are entitled at law or equity.

10.9 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

10.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. The parties further agree to replace such void or unenforceable provision of this Warrant with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

10.11 Entire Agreement. This Warrant (including the exhibits hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

10.12 Times of day, business days. References to times of day are to New York City times, and to business days are days other than Saturdays, Sundays or days where banks are closed for general business in New York or Hamilton, Bermuda (in each case unless otherwise specified herein).

10.13 Counterparts. This Warrant may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.14 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS WARRANT, THE WARRANT SHARES OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS,

TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL

IN WITNESS WHEREOF, the each of the parties hereto has executed this Warrant as of the date first written above, as Amended and Restated on the Second Amendment Date.

COMPANY: IBEX HOLDINGS LIMITED

/s/ Mohammed Khaishgi

Name: Mohammed Khaishgi

Title: CEO

HOLDER: AMAZON.COM NV INVESTMENT HOLDINGS LLC

/s/ Josh Steinitz

Name: Josh Steinitz

Title: VP

Exhibit 10.41

FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED WARRANT

This FIRST AMENDMENT to the SECOND AMENDED AND RESTATED WARRANT ("First Amendment") with an issue date of November 13, 2017 (the "Warrant"), between IBEX Holdings Limited, a Bermuda exempted company, (the "Company") and Amazon.com NV Investment Holdings LLC (the "Holder"), is entered into on, and is effective as of, 27 December 2019 ("First Amendment Effective Date").

WHEREAS, from the date when the Warrant was first issued up until June 26, 2019, the Company has held all issued and outstanding common shares of Etelequote Limited, a Bermuda exempted company ("ETQ");

WHEREAS, pursuant to a Share Sale and Purchase Agreement dated June 26, 2019, the Company sold all of the issued and outstanding common shares of ETQ for US$47,900,000.00 in consideration to The Resource Group International Limited (the "ETQ Sale Transaction"), who at the time is, and continues to be, the majority owner of the issued and outstanding shares of the Company; and

WHEREAS, in light of the foregoing transaction and in furtherance of the covenants set out in the Warrant, including Section 3.8 thereof, the Company and the Holder have agreed to decrease the exercise price of the Warrant, subject to the terms set forth herein;

NOW THEREFORE, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Warrant as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings given to those terms in the Warrant.

2. Amendment. The Exercise Price shall be $11.20 on and after the First Amendment Effective Date, subject to adjustment per Sections 4.2, 4.3, and 4.5 of the Warrant.

3. Assurance. The parties agree and acknowledge that this First Amendment shall satisfy the Company's obligations under Section 3.8 of the Warrant in respect of the ETQ Sale Transaction, and the Holder agrees that it shall not assert that the ETQ Sale Transaction constituted a breach of any provision of the Warrant, including but not limited to Section 3.8 of the Warrant.

4. No Other Amendments. Except as expressly set forth in this First Amendment, all provisions of the Warrant remain in full force and effect and are unchanged in all other respects. This First Amendment, together with the Warrant, constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly cancelled.

5. Counterparts. This First Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, each of the parties hereto has executed this First Amendment as of the First Amendment Effective Date.

COMPANY: IBEX HOLDINGS LIMITED

/s/ Robert T. Dechant

Name: Robert T.Dechant
Title: CEO

HOLDER: AMAZON.COM NV INVESTMENT HOLDINGS LLC

/s/ Josh Steinitz

Name: Josh Steinitz
Title: Director, Business Development

Exhibit 10.42

IBEX Holdings Limited
Crawford House
50 Cedar Avenue
Hamilton HM 11, Bermuda

[date]

PERSONAL & CONFIDENTIAL

Dear_____,

We are very pleased to extend to you this letter agreement ("**Agreement**") inviting you to join as a Director ("**Director**") on the Board of Directors of IBEX Holdings Limited, an entity organized under the laws of Bermuda and having a registered address at Crawford House, 50 Cedar Avenue, Hamilton HM 11, Bermuda (the "**Company**"). We believe that your skills, expertise, and knowledge will prove very helpful to the Company's progress, and we are excited about the opportunities that this agreement offers you and the Company.

Subject to your execution of this Agreement, your membership on the Board of Directors will commence upon your formal election to the Board of Directors of the Company (the "**Board**") and upon the receipt of any regulatory approvals required by the Bermuda Monetary Authority, which approval will require that you submit certain forms and identifications that we will forward to you for completion.

As a Director of the Company, you may be called upon to meet for physical or telephonic meetings of the Board of Directors of the Company, as well as any committee meetings that you may be appointed to. It is our expectation that you will participate in those meetings to the extent possible. You will also be called upon at times to provide various input, approvals, or advice, and we would greatly appreciate if you can make yourself available to provide what is requested in a prompt fashion. You shall provide your services as a Director in accordance with, and subject to, the Company's organizational documents, as such may be amended from time to time, as well as any laws and regulations that now or may later apply, such as the Sarbanes-Oxley Act of 2002. In addition, to protect the business of the Company, upon your formal appointment to the Board of Directors of the Company, you will be bound by the covenants set forth in Exhibit A hereto. By accepting your appointment as a Director of the Company, you also agree to the Direct Dialogue Program attached hereto as Exhibit B.

As compensation for your services as a Director, the Company will pay you a monthly fee at the annualized rate of $_____ per year. You will cease earning such compensation in the event that your position as a Director is terminated for any reason. In addition, the Company will reimburse you for any reasonable expenses incurred by you in connection with your services as a Director of the Company in accordance with the Company's established policies.

[Additionally, in connection with your service as a Director, we will recommend to the Board that you be granted a stock option entitling you to purchase _____ shares of the Company's common stock at a strike price as determined by the Board (currently representing approximately __ basis points of the fully diluted shareholding of the Company). We will recommend that the shares become vested over the course of two years in equal quarter-year increments. Any stock option granted to you will be subject to the terms and conditions of the Company's stock option plan and your execution of the exercise agreement and notice of grant evidencing the option (collectively, the "**Plan Documents**"). Upon the termination of your directorship for any reason, vesting of any granted stock options shall cease and any unvested portions shall then expire; however, subject to the terms of the Plan Documents, you shall have 3 months in which to exercise any option that has vested as of the date of such termination, after which the options shall be void].

Subject to requirements and restrictions set forth in the Bermuda Companies Act, any other applicable laws, and the Bye-Laws of the Company, the Company shall indemnify you for any losses, judgments, costs, charges, interest, penalties, and expenses (including but not limited to reasonable attorney fees) incurred by you in relation to any Claim brought against you, provided that the Company shall not be required to indemnify you for any Claim to the extent that it arises out of or relates to a material breach of this Agreement by you, or arises out of or relates to your commission of fraud or dishonesty. As used herein, "**Claim**" means any action, claim, investigation, or proceeding (whether civil or criminal) against or otherwise involving you in your capacity as a Director of the Company. The Company shall, at its option and unless it would constitute a conflict of interest (as determined in the Company's reasonable discretion) have the right to select counsel and control the defense in relation to any Claim, and you shall not be permitted to settle any Claim without the Company's prior written consent, which consent shall not be unreasonably withheld by the Company. You agree to provide reasonable cooperation to the Company upon its request with respect to any Claim for which you seek indemnification hereunder.

[Notwithstanding the provisions of this Agreement, while the Stockholder's Agreement is in effect and not terminated, nothing in this Exhibit A or the Agreement shall preclude or otherwise in any way hinder you from also engaging in any commercial, employment, or other legal relationship with TRG, or otherwise directly or indirectly exercising, or assisting in the exercise of, any right granted to TRG pursuant to the Stockholders Agreement, unless such engagement by you violates any law, regulation, or order that is applicable to the Company. As used herein, (i) "TRG" means The Resource Group International Limited, TRG Pakistan Limited, and all subsidiaries thereof with the exception of IBEX Holdings Limited and its subsidiaries; and (ii) "Stockholders Agreement" means the Stockholder's Agreement dated as of September 15, 2017 entered into between Company and The Resource Group International Limited.]

In entering into this Agreement, each party represents and warrants that it is not subject to any agreement or understanding with any current or prior employer or business (or any other entity or person) which would in any manner preclude its performance under this Agreement. This Agreement, together with all exhibits and the other documents referred to herein, constitutes the entire agreement between you and the Company concerning your Director relationship with the Company. You and the Company agree that all understandings, oral agreements, and representations with respect to such Director relationship, whether made prior to or after your execution of this agreement, are void and/or are superseded by this Agreement. This Agreement cannot be modified, changed, or amended, or assigned, except in a writing signed by you and the Company. No waiver by the Company shall be effective unless set forth in a writing executed by an authorized Company representative.

[signature page to follow]

We are enthusiastic over the prospect of retaining your skills, expertise, and knowledge at the Company, and we are hopeful that you will graciously accept our invitation to make a positive impact at the Company. Please formally record your acceptance of this Agreement by signing the signature block below. Please return one copy of the executed letter to the Company and keep the second copy for your records.

Sincerely,

IBEX Holdings Limited

Accepted & Agreed:

By: _____ _____

EXHIBIT A

1. Confidential Information. Company may furnish Director with confidential information or relating to the business of Company and its affiliates, including but not limited to customer lists, algorithms, financial information, pricing, contracts, business methods, marketing plans, data, inventions, non-published patent applications, and compensation terms (the "**Confidential Information**"). Such information is the confidential information of Company regardless of the manner in which it is furnished to Director, whether in writing, orally, or electronically. Any notes or other written documents generated by Director that contain or reflect Confidential Information shall be deemed to be Company's Confidential Information, including but not limited to any patentable or nonpatentable improvements or derivatives of the Company's technology, whether made solely by Director or jointly with others (the "**Improvements**"). Confidential information does not include information that was (i) part of the public domain at the time of disclosure to Director or becomes part of the public domain, other than by a breach by Director of an obligation to maintain confidentiality; (ii) acquired by Director from a third party without an obligation of confidentiality; or (iii) approved for public release in writing by Company. Director will not use or disclose any Confidential Information without Company's prior written consent, and shall use reasonable care and diligence in protecting the Confidential Information against unauthorized access, loss, or disclosure. In the event of Director's receipt of legal process requiring Director to disclose Confidential Information, Director shall provide Company with written notice of such within five days of Director's receipt of the notice. In disclosing any Confidential Information in response to legal process, Director shall disclose only the Confidential Information that is legally required, and shall otherwise use best efforts to limit the disclosure of Confidential Information. If Director becomes aware of any misuse or improper disclosure of Confidential Information, Director shall immediately notify Company of such in writing.

2. Property Rights. Company will have the exclusive right to all proprietary information developed or created by Director in connection with the performance of her services, as well as information made by Director with the use of Confidential Information, including but not limited to Improvements, inventions, ideas, copyrights, customer lists, and compilations. Director hereby assigns all such proprietary rights to Company upon conception and agrees to provide, upon the request of Company or its designees, with reasonable assistance to perfect such rights.

3. Injunctive Relief and Specific Performance. Director agrees that a breach of this Agreement may result in irreparable and continuing harm to Company for which there is no adequate remedy at law. Director agrees that in the event of an actual, threatened, or intended breach of this Agreement by Director, Company will have the right to seek injunctive relief or specific performance in a court of law, and Director consents to the imposition of such relief, without the necessity of proof of actual damage, in order to prevent or restrain or restrain any such actual, threatened, or intended breach of this Agreement.

EMPLOYMENT
AGREEMENT

1700 Pennsylvania Ave. NW, Suite 560
Washington, D.C. 20006

Name
Address
City, State Zip

PERSONAL & CONFIDENTIAL

Dear First Name:

The Letter Agreement is the restated agreement (the "Restated Agreement") to your employment agreement dated month day, year between you and Ibex Global Solutions, Inc. ("Ibex") ("Employment Agreement").

This Restated Agreement is effective as of **, 2020** ("**Effective Date**") and is subject to your execution of this agreement (the "**Agreement**") and execution of the Arbitration Agreement attached hereto as Exhibit B. "**Employment**" means your employment by the Company under the terms of this Agreement, along with any resulting appointments as an officer or a director of the board of directors of the Company's affiliates. The Company and you are collectively referred to herein as the "**Parties**" and individually as a "**Party**".

1. Position. Your position with the Company remains **Enter Title** reporting to Bob Dechant, Chief Executive Officer or his designee as mutually agreed upon by you and the Chief Executive Officer.

2. Duties. Update duties language here and performing additional duties for the Company or its affiliates as may be required from time to time, including those required by the CEO or the Board of Directors of the Company (with the Board of Directors being the "**Board**", and the duties being collectively the "**Duties**"). You shall use your best efforts to further the interests of the Company and shall devote all of your business time and attention to performing your Duties hereunder. You shall also comply at all times with the written policies of the Company as issued as of the date this Agreement or as later adopted or modified by the Company ("**Company Policies**").

3. Covenants. You hereby agree to the covenants and obligations set forth in Exhibit A to this Agreement.

4. Location. Your **home location will be your place of employment**. You agree to travel as required to perform your Duties.

5. Compensation.

a. **Base Salary.** You will earn base salary compensation at the annualized rate of **$ ("Base Salary")**, subject to normal payroll taxes and withholdings. Your Base Salary shall be paid to you in accordance with the Company's standard employee payroll schedule then in effect. Your Base Salary is prospectively adjustable by the Company in its sole discretion, and such adjustments shall be effective only upon the Company's delivery to you of written notice of such an adjustment.

b. **Incentive.** You shall be eligible to earn incentive awards at **% of annualized base pay** in accordance with the achievement of designated goals as a participant in the Company's Management Incentive Plan (MIP). Participation in the Plan and any Earned Awards will be paid in accordance with the terms and conditions of the Plan and are subject to any required taxes and withholdings.

c. **Benefits**. There are no changes to your current benefits eligibility or PTO Plan. The Company reserves the right to modify, amend and/or terminate any and all of its benefits plans at its discretion.

d. **Reimbursement of Expenses**. The Company will reimburse you for all reasonable expenses, including reasonable travel expenses for travelling to the Company's offices in Washington DC, incurred or paid by you in connection with, or related to, the performance of your Duties, upon your presentation of documentation, expense statements, vouchers and/or such other supporting information as the Company may request.

6. Term and Termination. You will be an employee-at-will, and, subject to the terms and conditions of this Agreement, either you or the Company may terminate your employment at any time for any reason. You agree to give the Company at least 60 days prior written notice in the event that you seek to terminate your employment, with the Company having the option to accept your resignation with immediate effect.

a. **Severance.** In the event that the Company terminates your employment for any reason other than death, disability or "Cause", or you terminate your employment for "Good Reason", you shall be entitled to the following severance rights, provided that, within 60 days (or such shorter period as the Company may designate) following termination of your employment, you have released the Company of all known and unknown claims (other than compensation already earned by your or contractually due to you under the terms of this Agreement or any vested restricted stock agreement, by executing and delivering to the Company a separation agreement and release on a form to be provided to you by the Company at such time (releasing all releasable claims other than to payments under Section 7 or outstanding vested or vesting equity and including among other things, obligations to cooperate with the Company and reaffirming your obligations under Exhibits A and B hereto):

i. For a period of **months** from the date of your termination (the "Severance Period"), you shall receive a monthly severance payment equal to the monthly equivalent of your Base Salary (the "Severance Payments"), payable in accordance with the Company's normal payroll processing. In the event that you are terminated on a day other than the first day of the month, your Severance Payments for the first and last month shall be prorated. You shall immediately inform the Company in writing in the event you become subsequently employed during the Severance Period or if you engage in a consulting agreement with a term of greater than 6 months and compensation greater than $20,000 per month for a third party during the Severance Period. In such an event, the Company's Severance Payments to you will be reduced to 70% of your employment or contractor compensation during the Severance Period. Payment of the Severance under section 6(a) will commence in the first payroll period beginning after the Release becomes effective against you (provided that if the 60 day period for delivering an effective release ends in the calendar year subsequent to the calendar year in which your employment ended, no payment will be made before the first business day of such subsequent calendar year.

ii. During the Severance Period, you and your family shall continue to be allowed to participate in the Company's benefit plans (excluding 401K) as set forth in the paragraph above at the same cost to you as the cost historically paid by you for such plans during the term of your employment.

iii. Provided that the termination of your employment occurs within six (6) months after a Change of Control of the Company, all of the restricted stock shall become accelerated in accordance with your Restricted Stock Agreement. As used herein, a Change of Control of the Company shall only be deemed to occur upon (i) a sale of the Company to an unaffiliated party, or a merger of the Company, in each case where upon the completion of such transaction, an unaffiliated third party owns more than 50% of the issued voting stock of the Company; (ii) a sale of IBEX Limited ("IBEX") to an unaffiliated party or a merger of IBEX, in each case where upon completion of such transaction, an unaffiliated party owns more than 50% of the issued voting stock of IBEX.

b. **Cause. Cause** shall exist upon (i) a material breach by you of this Agreement (including but not limited to Exhibit A), or your material violation of a Company Policy or law or regulation pertinent to the Company's business or reputation; (ii) your failure after receipt of written notice thereof and 3 days to cure such failure, to promptly follow any lawful directive of the Board of Directors; (iii) your engagement in any intentional misconduct or negligence in the performance of your Duties; (iv) your falsification of any reports or communications issued to any member of the Board of Directors or an employee, officer, agent, or director of IBEX, or any act by you of willful dishonesty, fraud, blackmail, or extortion as determined by the Board of Directors in its reasonable discretion; (v) your commission of any act in competition with or materially detrimental to the best interests of the Company; or (vi) your conviction of, or a plea of guilty or nolo contender to a felony or other crim involving moral turpitude.

c. **Good Reason. Good Reason** shall exist upon (i) a material diminution in your Base Salary existing as of the date of this Agreement, other than as a result of a similar percentage reduction in the Base Salary of other members of the Company's senior management; or (ii) the Company removing you from the office of Executive Vice President, Commercial and Client Operations. Notwithstanding the occurrence of any of the foregoing events or circumstances, a resignation shall not be deemed to constitute Good Reason unless (x) you give the Company a written notice of the purported Good Reason (no more than 30 days after the initial evidence of such event or circumstance, (y) such event or circumstance has not been corrected within 30 days following the Company's receipt of such notice of termination and (z) the resignation becomes effective not more than 180 days following the date of notice.

d. **Effect on Officer and Director Positions.** If your employment ends for any reason, you agree that you will cease immediately to hold any and all officer or director positions you then have with the Company or any affiliate (including IBEX), absent a contrary direction from the Board (which may include either a request to continue such service or a direction to cease serving upon notice). You hereby irrevocably appoint the Company to be your attorney-in-fact to execute any documents and do anything in your name to effect your ceasing to serve as a director and officer of the Company and any affiliate, should you fail to resign following a request from the Board to do so. A written notification signed by a director or duly authorized officer of the Company that any instrument, document or act falls within the authority conferred by this subsection will be conclusive evidence that it does so. The Company will prepare any documents, pay any filing fees, and bear any other expenses related to this Section 6(d).

7. Miscellaneous.

a. This Agreement constitutes the entire agreement between you and the Company concerning your Employment with the Company. The Company and you agree that all understandings, oral agreements, and representations with respect to such Employment, whether made prior to or after your execution of this Agreement, are void and/or are superseded by this Agreement and may not be relied upon. This Agreement cannot be modified, changed, or amended, except in a writing signed by you and a duly-authorized representative of the Company. No waiver by the Company shall be effective unless set forth in a writing executed by an authorized representative of the Company. This Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors and assigns, including any entity with which, or into which, the Company may be merged or that may succeed to the Company's assets or business, provided, however, that your obligations are personal and may not be assigned by you.

b. Any notice required by this Agreement shall be in writing and may be delivered personally, or by overnight courier, with respect to the Company, to the addresses of the Company's headquarters, in all cases with an email copy to Christy O'Connor at Christy.OConnor@ibex.co and Robert T. Dechant at Bob.Dechant@ibex.co (or to any other email address that the Company may designate in writing to you), and with respect to you, to the address set forth in the signature block below or any other address that you may designate through written notice to the Company. Notices delivered personally shall be deemed delivered upon receipt. Notices delivered by overnight courier shall be deemed delivered on the business day immediately subsequent to placement of the notice with the overnight courier.

c. As provided in the Arbitration Agreement attached hereto as Exhibit B, you hereby agree that in any claim or dispute arising out of, or related to this Agreement or to any aspect of Employment relationship, including but not limited to equitable or declaratory relief, the matter must be dealt with by binding arbitration under the terms of the Arbitration Agreement, except as explicitly excluded therein. This includes without limitation, all matters relating to the Agreement's formation, and validity, binding effect, interpretation, performance, breach or termination. You agree that your sole recourse for any dispute arising out of your Employment or relating to the Company or its affiliates in any way (a "**Dispute**") shall be against the Company only, and you hereby acknowledge and waive any right you may have to make any claim against any individual associated with the Company, its affiliates, or its shareholders or any past, present, or future, affiliate, director, officer, agent, employee or attorney of any of thereof. All Disputes shall be kept as strictly confidential and may not be publicly disclosed or made available to the public in any way for any reason without the prior written consent of the Company.

d. This Agreement shall be governed by and construed in accordance with the laws of state where Employee's position is located. To the extent that the parties have agreed to arbitrate certain claims, nothing in this Agreement shall affect their respective obligations or ability to arbitrate such claims other than as provided in Section 7(c).

e. This Agreement may be executed in multiple counterparts, that together, when executed shall be an original and constitute one instrument. Copies of signed counterparts that are sent via facsimile or transmitted electronically between the Parties shall be deemed to be originals for purposes of establishing execution by either or both Parties. This restated Agreement may be executed electronically with record of the transaction held electronically by either or both Parties. Please formally record your acceptance of this restated Agreement by signing and completing the acknowledgement below.

IN WITNESS HEREOF, the Parties have agreed to enter into this Agreement as of the date first set forth above:

IBEX Global Solutions, Inc.
1700 Pennsylvania Avenue NW, Suite 560, Washington, DC 20006, USA

Name: Robert T. Dechant
Title: Chief Executive Officer

Employee's signature:

Print address:

1700 Pennsylvania Ave. NW, Suite 560
Washington, D.C. 20006

EXHIBIT A

COVENANTS AND OBLIGATIONS

1. Definitions.

1.1 All capitalized terms not expressly defined in this Exhibit shall have their meaning as defined in the Agreement.

1.2 "Company" means IBEX Global Solutions, Inc. and its holding company, Ibex Limited and those entities controlling, controlled by, or under common control with, the Company, where "control" being deemed where the controlling entity holds 50% or more of the voting securities or membership interests of the controlled entity or otherwise has the power, directly or indirectly, to control the affairs of the controlled entity. The "Company" shall be deemed to include, but not be limited to, IBEX Global Solutions PLC.

1.3 "Confidential Information" means all information of any nature in any form, whether disclosed in writing, orally, or electronically, that is disclosed to or known by the Employee as a consequence of or through employment with Company, whether such information is developed by Company or its affiliates, or is submitted to Company in confidence by third parties. Confidential Information will include, without limitation, all writings, memoranda, copies, reports, records, papers, surveys, analyses, drawings, letters, computer printouts, computer programs (source and object code), computer applications, computer processing techniques, methodologies, proposals, bids, processes, specifications, customer data (such as customer lists, identities, and requirements), contacts, licenses, business methods, business processes, business techniques, business plans, financial records, employee compensation, marketing plans, data, graphs, charts, sound recordings, pictorial representations, inventions, prototypes, and samples (whether or not patentable or copyrightable). Confidential Information does not include information that was (i) part of the public domain at the time of disclosure to Employee or becomes part of the public domain, other than by a breach of an obligation to maintain confidentiality; (ii) acquired by Employee from a third party without an obligation of confidentiality; or (iii) approved for public release in writing by Company.

1.4 "Effective Date" means the effective date of this Restated Agreement.

1.5 "Intellectual Property Rights" means all of the world-wide legal rights of, in and to the following: (i) patents, patent applications, and invention disclosures; (ii) copyrights and works of authorship, including without limitation textual, masks, audio/visual works, "look and feel," and derivative works; (iii) trademarks, service marks, trade names, and trade dress, together with all goodwill associated therewith; (iv) trade secrets, know-how, and proprietary and confidential information; (v) moral rights; (vi) design rights; (vii) domain names; (viii) any rights analogous to those set forth in the preceding clauses; and (ix) any applications, registrations, divisions, combinations, continuations, renewals, reissues, extensions, and translations of the foregoing (as applicable); whether existing on the Effective Date or thereafter filed, issued, or acquired.

2. Confidentiality.

2.1 Non-Disclosure. During Employee's employment, the Company or its affiliates will disclose to the Employee Confidential Information as appropriate or necessary for Employee to perform his or her duties and any training associated therewith, and Employee will generate and contribute to Confidential Information in connection with Employee's duties. The Employee hereby covenants and agrees that he will not, during his or her employment and for the maximum period thereafter as permitted by law, disclose to any person, or use, any Confidential Information except as required in the course of employment with the Company. Employee agrees to use his or her best efforts to prevent accidental or negligent loss or release of Confidential Information to any unauthorized persons or entities and will immediately notify the Company if any such loss or release occurs.

2.2 Return of Company Property. Employee agrees that, within five (5) days of the termination of my employment by me or by the Company for any reason, or for no reason, or during my employment if so requested by the Company, I will return to the Company (i) all Trade Secrets, Confidential Information, all other inventions and works of the Company in my possession, all apparatus, equipment, computers, telecommunication equipment and other physical property of the Company and (ii), all memoranda, notes, records, computer programs, computer files, drawings or other documentation, whether made or compiled by me alone or with others or made available to me while employed by the Company, excepting only (x) my personal copies of records relating to my compensation; (y) my personal copies of any materials previously distributed generally to stockholders or employees of the Company; and (z) my copy of this Agreement.

3. Works Made for Hire.

3.1 Works Made for Hire. Employee acknowledges and agrees that to the extent permitted by law, all work papers, reports, memoranda, research materials, documentation, drawings, photographs, negatives, tapes and masters, prototypes, contributions to a collective work, audio/visual works, translations, supplementary works, compilations, instructional texts, and all other copyrightable materials generated by Employee during and in connection with Employee's relationship with Employer, including without limitation, any and all such materials generated and maintained on any form of electronic media (collectively, "Works") will be considered "works made for hire" and that authorship and ownership of any and all copyrights in any and all such works will belong solely to Employer, including all aspects, elements, and components thereof in which any copyright can subsist and all rights to apply for copyright registration or to prosecute any claim of infringement of such Works.

3.2 Assignment of Works. In consideration of Employee's employment with the Company and the compensation received by Employee from the Company from time to time, to the extent that any Works are not deemed to be "works made for hire," Employee hereby irrevocably transfers, grants, conveys, assigns, and relinquishes, and agrees to transfer, grant, convey, assign, and relinquish, all right, title, and interest in such Works, including all Intellectual Property Rights, to Employer, its successors, assigns, or nominees for no further consideration.

4. Inventions.

4.1 Assignment of Inventions. In consideration of Employee's employment with the Company and the compensation received by Employee from the Company from time to time, Employee hereby transfers, grants, conveys, assigns, and relinquishes, and agrees to transfer, grant, convey, assign, and relinquish, to Employer, its successors, assigns, or nominees, all of Employee's right, title, and interest (including all Intellectual Property Rights) in and to any ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Employee in whole or in part, either solely or jointly with others, during the course of Employee's relationship with Employer or within one (1) year following termination of Employee's relationship with Employer under this Agreement or any successor agreements, which were made with the use of Employer's time, materials, or facilities or that is in any way within or related to the existing or contemplated scope of Employer's business (collectively, the "Inventions") as of the date of Employee's termination. Employer acknowledges and agrees that any invention, discovery, improvement, or patent application therefor made by Employee within one (1) year following termination of Employee's relationship under this Agreement or any successor agreements will be presumed to be owned by Employer pursuant to this Section 4.1, unless Employee demonstrates through written records and other evidence that such invention, discovery, improvement, or patent application thereof made no use of any Confidential Information.

4.2 Duty of Disclosure. Employee acknowledges and agrees to communicate promptly and disclose to Employer, in such form and at such time as Employer Requests, all information, details, material, and data pertaining to any Inventions.

4.3 Duty to Cooperate. Upon request by Employer, Employee will, at any time during Employee's relationship with Employer or after termination thereof, execute and deliver to Employer all appropriate documents and perform all acts which Employer may deserve in order to apply for, obtain, maintain, and prosecute any copyrights, trademarks, patents, or other Intellectual Property Rights in the Works and Inventions or in order to perfect the assignments and transfer of rights in and to the Works and Inventions hereunder, at the expense of Employer, but without further or additional consideration.

4.4 Prior Intellectual Property Rights. Prior to or concurrent with Employee's execution this Agreement, Employee agrees to provide Employer with written notice of any actual ownership rights by Employee (or rights assigned to a prior employer(s)) to all copyrights, ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Employee in whole or in part, either solely or jointly with others, that: (i) exist as of the Effective Date; (ii) are not the subject of an existing patent, or pending or published patent application as of the Effective Date; and (iii) that are related to the business of the Company or of any of its affiliates ("Prior Intellectual Property Rights"). Employee agrees that, other than the Prior Intellectual Property Rights set forth in such written notice, upon Employee's execution of this Agreement, the Employee shall be presumed to have assigned pursuant to section 4.1, or to have incurred the obligation to assign pursuant to such section, to the Employer, its successors, assigns, or nominees, all copyrights, ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Employee in whole or in part, either solely or jointly with others, that are related to the business of the Company or of any of its affiliates, unless Employee demonstrates through written records and other evidence that such copyright, idea, discovery, invention, disclosure, or improvement made no use of any Confidential Information.

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Washington, D.C. 20006

5. Covenants.

5.1 Notification to New Employer. In the event that I leave the employ of IBEX, and I become employed by an employer engaged in or which proposes to be engaged in a business competitive with any business which the Company was engaged during my term of employment or in which during the term of my employment the Company proposed to enter or become engaged in, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

5.2 Non-Solicitation of Employees and Consultants. Employee agrees that for a period of one (1) year after my employment with, or affiliation with the Company, I will not recruit, hire or attempt to hire directly or by assisting others, any: (a) employee whom I had personal contact while I was employed with the Company, without regard to Confidential Information, who is or was an employee with Company during the last year; or (b) consultant of the Company with whom I had personal contact with for the purpose of providing and/or selling Company product or services while I was employed with the Company, without regard to Confidential Information, who is then employed or affiliated with the Company under a contract for a specified term which has not yet expired for any period of time that would interfere with the existing contract. For the avoidance of doubt, the use of Confidential Information to solicit any employee or consultant away from the Company is prohibited for as long as the Confidential Information remains covered under Section 1.1 above.

5.3 Non-Solicitation of Customers. Employee agrees that while employed by the Company, I will have contact with and become aware of the Company's customers and the representatives of those customers, their names and addresses, specific customer needs and requirements, and leads and references to prospective customers. Employee further agrees that loss of such customers will cause the Company great and irreparable harm. Employee agrees that during and for a period of one (1) year after any employment with, or affiliation with the Company, I will not to solicit or attempt to solicit any customer or former customer or prospective customer of the Company for the purpose of providing services which are competitive to the services offered by the Company. This restriction shall apply only to any customer or former customer or prospective customer of the Company with whom Employee had contact on behalf of the Company during the last two (2) years of Employee's employment with the Company ("Customers"). For the purposes of this paragraph, "solicit" or "attempt to solicit" excludes announcements simply stating that Employee has entered into new employment at another business, but rather, means interaction between Employee and the customer, former customer or prospective customer which takes place without contact first being made by the customer, former customer or prospective customer to further the business relationship, or performing services for the customer, former customer or prospective customer on behalf of the Company. For the avoidance of doubt, the use of Confidential Information to solicit Customers for any but the Company is prohibited for as long as the Confidential Information remain covered under Section 1.1 above.

5.4 Non-Compete. Employee agrees that during his or her employment and for a one (1) period following termination of employment for any reason, Employee will not directly or indirectly engage, anywhere in the Restricted Area (as defined below), whether such engagement be as an individual, officer, director, proprietor, employee, partner, member, investor (other than solely as a holder of less than two percent (2%) of the outstanding capital stock of a corporation whose shares are publicly traded on a national securities exchange or through a national market system or registered pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended), creditor, consultant, advisor, sales representative, agent, or other participant, in a Restricted Business (as defined below).

5.4.1 "Restricted Area" means the United States. Employee hereby agrees and recognizes that the Company and its affiliates have a nationwide customer base, and thus that the geographic restrictions imposed by Section 5.3 are fair and reasonable.

5.4.2 "Restricted Business" means any venture, enterprise, activity or business engaged in a business, directly or indirectly, similar to the actual or prospective business of the Company or of any of its affiliates as of the date of the termination of Employee's employment from the Company, including without limitation, (i) any business who provides business process outsourcing services in or from the Restricted Area, including outsourcing services related to customer care, sales, or marketing; (ii) any business who provides software services or products relating to the operation of a call center, including but not limited to call center routing solutions, call center dialing software, and call center agent computer interfaces.

5.5 Non-Disparagement. Both parties agree that, during the term of Employee's employment with the Company, and for a two year-period after the termination of such employment, neither party shall disparage or criticize the other party, its corporate affiliates, nor any of their respective principals, directors, officers, or employees (unless such statements are made in connection with legal or other official process), including without limitation taking any actions that are or could be harmful to the other party's goodwill with its customers, vendors, employees, the media or the public. For clarity, the response by the Company to any inquiry by giving dates of employment and no further information shall not be deemed a disparaging response.

5.6 Devotion of Services. Employee agrees that during the term of his or her employment with the Company, Employee will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of his or her employment, nor will he or she engage in any other activities that conflict with his or her obligations to the Company without the express written consent of the Chief Executive Officer of the Company.

6. General.

6.1 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, then, notwithstanding such provision, all other provisions of this Agreement will remain in full force or effect, and the terms of such provision will be limited to the extent necessary to render the provision valid, legal, and enforceable.

6.2 Other Agreements. Employee hereby represent that his or her performance of all the terms of the Agreement and this Exhibit and the performance of his or her duties as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment with the Company. You also represent that you are not a party to or subject to any restrictive covenants, legal restrictions, policies, commitments or other agreements in favor of any entity or person that would in any way preclude, inhibit, impair or limit your ability to perform your obligations under this Agreement, including noncompetition agreements or non-solicitation agreements, and you further represent that your performance of the duties and obligations under the Agreement does not violate the terms of any agreement to which you are a party. You agree that you will not enter into any agreement or commitment or agree to any policy that would prevent or hinder your performance of duties and obligations under the Agreement.

6.3 Injunctive Relief and Specific Performance. Employee agrees that a breach of this Agreement (other than a breach of section 5.4) will result in irreparable and continuing harm to the Employer for which there is no adequate remedy at law. Employee agrees that in the event of an actual, threatened, or intended breach of this Agreement by Employee, such breach shall be deemed to cause the Employer irreparable harm, and Employer will have the right to seek injunctive relief or specific performance in a court of law. Employee hereby consents to the imposition of such relief, without the necessity of proof of actual damage, in order to prevent or restrain or restrain any such actual, threatened, or intended breach of this Agreement. Employee agrees that injunctive relief and specific shall be cumulative to any other remedy that Employer may seek for a breach of this Agreement, including compensatory and punitive damages, and that Employer shall have the right to its reasonable attorney fees and costs incurred in enforcing any provision of this Agreement.

6.4 Choice of Law and Venue. This Agreement will be governed and construed by and in accordance with the laws of the state where Employee's position is located. To the extent that the parties have agreed to arbitrate certain claims, nothing in this Agreement shall affect their respective obligations or ability to arbitrate such claims other than as provided in Section 6.2.

6.5 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, and representations with respect to such subject matter. This Agreement may not be amended or modified other than through a writing signed by both parties.

6.6 At-Will Status of Employee. Nothing in this Agreement will be construed to alter Employee's status as an "at-will" employee of Employer, and Employee acknowledges that Employee is an at-will employee of the Employer. Employee understands that as an "at-will" employee, his or her employment with the Company may be terminated at any time without cause or notice by either the Company or the Employee.

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EXHIBIT B

ARBITRATION AGREEMENT

A. Mutual Consent

*The Company and you mutually consent to the resolution, by final and binding arbitration, of any and all arbitrable claims or controversies ("**claim**"), except to the extent limited by Section B of this Arbitration Agreement, that the Company may have against you or that you may have against the Company, its affiliates, its shareholders, or their respective officers, directors, partners, owners, employees or agents in their capacity as such or otherwise, arising out of or relating to your Employment or any other relationship you have with the Company or its affiliates, including but not limited to, any claims arising out of or related to your Agreement or this Agreement to Arbitrate (this "**Arbitration Agreement**") or the breach thereof, or any question relating to the Arbitration Agreement's existence, validity or termination. Legal disputes covered by this Arbitration Agreement include, but are not limited to: (i) claims or charges of discrimination (including, but not limited to, race, color, religion, creed, sex, sexual orientation, or sexual or other unlawful harassment, pregnancy, national origin, ancestry, age, physical or mental handicap or disability, genetic disposition or carrier status, marital status, veteran's status, retaliation, or any other category protected under applicable federal, state or local fair employment practices law and specifically including but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), any state fair employment practices (ii) claims for breach of contract or promissory estoppel; (iii) tort claims, wrongful discharge claims, defamation and unfair business practices claims; and (iv) claims for wages, commissions, bonuses, severance, stock options and other equity, employee benefits or other compensation, whether pursuant to contract, state wage and hour laws, the Fair Labor Standards Act, ERISA, or any other law concerning wages, compensation or employee benefits.*

*The claims shall be settled exclusively by binding arbitration in accordance Employment Arbitration Rules and Mediation Procedures ("**AAA Rules**") of American Arbitration Association ("**AAA**"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any claim or controversy not submitted to arbitration in accordance with this Exhibit (other than claims covered by Exhibit A, claims for workers compensation, or claims that cannot legally be submitted to arbitration) shall be waived, and thereafter no arbitration panel or tribunal or court shall have the power to rule or make any award on any such claim or controversy.*

THE COMPANY AND YOU FULLY UNDERSTAND THAT, ABSENT THIS ARBITRATION AGREEMENT, LEGAL CLAIMS BETWEEN THE PARTIES COULD BE RESOLVED THROUGH THE COURTS AND A JURY BUT EXPRESSLY AGREE TO FOREGO THE TRADITIONAL LITIGATION SYSTEM IN FAVOR OF BINDING ARBITRATION.

B. Claims Not Covered by this Arbitration Agreement

The Arbitration Agreement does not apply to actions by the Company for injunctive and/or other equitable relief, including but not limited to claims for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which you understand and agree that the Company may seek and obtain relief from a court of competent jurisdiction. You agree that any actions by you for injunctive, equitable, or declaratory relief, is covered by this Arbitration Agreement and is subject to arbitration.

C. Class Action Waiver

Except as otherwise required under applicable law, the Parties agree that neither of them will assert class action or representative action claims against the other, whether in arbitration or otherwise, which actions are hereby waived; and each of the Parties shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person.

D. Arbitration Rules and Applicable Law

The Parties agree that the Federal Arbitration Act ("**FAA**") will govern this Arbitration Agreement and the interpretation and enforcement of the arbitration proceeding, including any actions to compel, enforce, vacate, or confirm proceedings, awards or orders issued by the Arbitrator. The Proceedings under this Arbitration Agreement will be administered by the AAA pursuant to the AAA Rules, except as provided in this Arbitration Agreement. Except as provided in this Arbitration Agreement or the AAA Rules, the Arbitrator shall apply the state or federal law of Washington D.C., including laws establishing burdens of proof. This Arbitration Agreement does not enlarge substantive rights of either party available under existing law.

THE FACT OF ANY ARBITRATION, AND ANY PROCEEDINGS, CLAIMS, OR DISPUTES RELATING TO THE ARBITRATION, SHALL BE KEPT BY YOU AS STRICTLY CONFIDENTIAL, AND SHALL BE DEEMED TO BE THE COMPANY'S CONFIDENTIAL INFORMATION.

E. Initiation of Arbitration and Time Limits

A party may initiate arbitration proceedings under this Arbitration Agreement by serving a written Request for Arbitration on AAA forms (a "***Request for Arbitration***"). The Request for Arbitration must describe the nature of the dispute and the specific remedy sought and must be simultaneously mailed to all other parties to the dispute. Except for a claim asserting fraudulent or intentional wrongdoing, a Request for Arbitration must be filed within one year of the date when the cause of action first arose or be deemed waived. Any failure to timely request arbitration constitutes a complete waiver of all rights to raise any claims in any forum relating to any dispute that was subject to arbitration. The time limitations in this paragraph are not subject to any type of tolling.

F. The Arbitrator

All disputes will be resolved by a single Arbitrator selected from a list provided by the AAA pursuant to the AAA Rules. The Arbitrator has the authority to determine the arbitrability of the dispute itself and to rule on any motions regarding discovery or the pleadings, including motions to dismiss and for summary judgment, and, in doing so, shall apply the standards set forth in the Federal Rules of Civil Procedure (except as otherwise set forth in this Arbitration Agreement), and to order any and all equitable or legal relief which a party could obtain from a court of competent jurisdiction on the basis of the claims made in the dispute. The arbitrator shall have no power to vary or ignore the terms of this Arbitration and shall be bound by controlling law and the Federal Rules of Evidence.

G. Hearing Location and Language

Unless the parties agree otherwise in writing, the hearing shall take place at the Company's offices in Washington DC.

H. Arbitration Fees and Costs

The Company shall pay any filing fee and the fees and costs of the arbitrator; provided, however, that if you are the party initiating the arbitration, you will pay an amount equivalent to the filing fee that you would have paid to file a civil action or initiate a claim in the court of general jurisdiction in the state in which you performed services for the Company. Each party shall pay for its own costs and attorneys' fees, if any; provided, however that the arbitrator will award reasonable attorney's fees and costs to the prevailing party in any arbitration, unless otherwise prohibited by law.

I. Severability

In the event that any provision of this Arbitration Agreement is determined by the Arbitrator or by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, such provision shall be enforced to the extent permissible under the law and all remaining provisions of this Arbitration Agreement shall remain in full force and effect.

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Washington, D.C. 20006

J. Miscellaneous Provisions

1. The parties understand and agree that their promises to arbitrate claims, rather than to litigate them before courts or other bodies, provide consideration for each other.

2. This Arbitration Agreement to arbitrate shall survive the termination of your Employment with the Company. It can only be revoked or modified in writing signed by the authorized representatives of the parties, which specifically states intent to revoke or modified this Arbitration Agreement. Only the Board of the Company can revoke or modify this Arbitration Agreement on behalf of the Company.

3. Notwithstanding anything to the contrary herein, to the extent that you seek to subpoena, or otherwise legally compel, a third party for information or testimony, and if such third party is an actual, past, or prospective customer of the Company or its affiliates, or is an employee, officer, or director of such customer, then no subpoena or other legal process may be issued to such third party unless:

i. the Company agrees in writing to the issuance of the subpoena or legal process; or

ii. upon written motion from you seeking to issue the subpoena or legal process, in which motion you shall have the burden of persuasion and the burden of proof, the Arbitrator finds good cause to issue such subpoena or legal process.

4. This Arbitration Agreement, together with the employment agreement to which it is attached, is the complete agreement of the parties on the subject of arbitration of disputes.

5. This Arbitration Agreement is not, and shall not be construed to create, any contract of employment, express or implied.

IN WITNESS HEREOF, the Parties have agreed to enter into this Arbitration Agreement as of the date set forth on the first page of the employment agreement:

IBEX GLOBAL SOLUTIONS, INC.
1700 Pennsylvania Avenue NW, Suite 560, Washington, DC 20006, USA

Name: Robert T. Dechant
Title: Chief Executive Officer

Employee's signature:

Name:

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Washington, D.C. 20006

EXHIBIT B

DIRECT DIALOGUE PROGRAM
AND
MUTUAL AGREEMENT TO ARBITRATE

A New Way to Resolve Workplace Problems

We understand that problems can occur even in the best companies. The Company offers multiple ways in which problems may be addressed, such as our Open Door Policy and Progressive Coaching and Discipline Policy, all discussed in the Employee Handbook. We encourage all employees to review these policies and to follow them as appropriate. However, there are times when an informal approach may not be suitable. Our goal is always to resolve problems in the most prompt, effective manner. Our Direct Dialogue Program provides a more structured process to help us resolve differences together in a timely and objective manner. At the same time, it provides a process that protects your legal rights. At the Company, we are committed to building strong working relationships. We do that in many ways including the Direct Dialogue Program.

INTERNAL PROCESS

Step 1: Open Communication with Your Direct Supervisor

At our company, the door is always open. The Direct Dialogue Program builds on our foundation of trust by defining a process that encourages you to first talk to the right person, a person who can help when you have a work-related question or concern. Often, questions you have can be answered quickly if you talk directly to your supervisor. Your supervisor wants to keep our company running smoothly, and that includes quickly and fairly addressing any concerns that arise. If for any reason you not comfortable with contacting your supervisor, you should contact your Human Resources Representative for your location by following Step 2, below. *The opportunity to move directly to Step 2 is designed to assist you in situations where for any reason you are not comfortable with Step 1.*

Step 2: Open Communication with the Your Human Resources Representative

If you have already talked with your supervisor (or are uncomfortable with talking with your supervisor), and still feel that your question has not been answered to your satisfaction, you can communicate with your Human Resources Representative. To assist your Human Resources Representative with the quickest and best resolution, we ask that you answer the following five questions in writing, and give your answers to your Human Resources Representative. The five questions are:

- What is the problem?
- When did you discuss it with your supervisor?
- What response did you receive?
- Why do you disagree with the response?
- What do you think the proper solution should be?

If you have already taken Step 1, then you must file your written answers to these questions with your Human Resources Representative within one week of the date of the meeting with your supervisor. We ask this so that problems can be addressed quickly and efficiently.

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Step 3: Open Communication with the Chief People Officer

If you have communicated with your Human Resources Representative and the problem is still unresolved, the next step is communication with the Company's Chief People Officer. When you ask our Chief People Officer to become involved, we ask that you:

- Make your request in writing, specifying what has happened thus far, and why you do not feel it has been appropriately addressed; and
- Attach a copy of your answers to the five questions listed in Step 2.

Your request to the Chief People Officer must be filed within one week of the date when you receive the Step 2 response, so your problem can be addressed quickly and efficiently.

The role of the Chief People Officer is to facilitate discussion and problem-solving. The Chief People Officer will listen to your input and seek to find a mutually acceptable resolution, if possible. If for any reason you remain unsatisfied after communicating with the Chief People Officer, the next steps in the Direct Dialogue Program are Mediation and, if necessary, Arbitration, covered in the following pages.

MEDIATION AND ARBITRATION - GENERAL

What Claims Are Subject to Mediation and Arbitration?

The claims covered by this Direct Dialogue Program ("Program") and the Agreement to Arbitrate ("Agreement") pertain to any disputes arising out of your employment or termination of employment with IBEX Global Solutions, Inc. ("Company") (including claims against employees, Officers, and Directors of the Company and its affiliates arising out of or related to any disputes, and include, but are not limited to, the following: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, discrimination based on race, gender, sexual orientation, religion, national origin, age, pregnancy, marital status, or medical condition, handicap or disability; including any claims covered by Title VII of the Civil Rights Act of 1964, the ADA, the ADEA, the FMLA and the FLSA); claims for retaliation; physical, mental or psychological injury, (arising out of your employment or termination of employment); claims for benefits (except where an employee benefit or retirement plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violations of local laws governing employment relations; and claims for violation of any other federal, state or other governmental law, statute, regulation, or ordinance, except claims excluded below.

It is specifically agreed that the claims covered by this Program and Agreement include (1) any claims of spouses or descendants of the Employee that would otherwise be covered by this Program and Agreement if it were a claim of the Employee, and (2) any claims of the Employee as a member or representative of a class, or in any other manner as a member or representative of a group. ***See Paragraph A – Mutual Consent, under "Agreement to Arbitrate," below.***

Claims Not Covered by this Program and Agreement

The Program and Agreement do not apply to claims for Workers' Compensation Benefits; claims for unemployment benefits; administrative claims before the National Labor Relations Board, the Equal Employment Opportunity Commission or any parallel state or local agency. Participation in any administrative proceeding by the Company shall not affect the applicability of this Program or Agreement upon termination of the administrative proceeding; criminal complaints; and/or actions by the Company for injunctive and/or other equitable relief, including but not limited to claims for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which Employee understands and agrees that the Company may seek and obtain relief from any court of competent jurisdiction.

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Filing and Fees

The American Arbitration Association (AAA) charges a fee for filing a request for mediation/arbitration. In addition to this filing fee, a fee must be paid to the mediator/arbitrator for Employee's or her services. *If you request mediation/arbitration, your share of these fees will be $100 for hourly employees or $150 for salaried employees and must be paid when you file the Dispute Processing Form.* The Company will pay any remaining AAA filing fees for mediation/arbitration as well as all other fees and expenses charged by the mediator/arbitrator or the AAA for this process. All fee payments are processed through the AAA, and the mediator/arbitrator has no knowledge with regard to which party pays the fees. However, you may elect to pay up to one-half of these fees and expenses if you so desire.

Mediation

The AAA will work with you and the Company to find a time and place that is convenient for all parties to meet as a group or, individually, with the mediator. The mediator will listen to both sides of the story, ask questions and help the parties focus on the strengths and weaknesses of their positions.

Arbitration

If either party has a covered problem that has not been resolved through our internal process, including mediation, the party can request arbitration, which is a process where both you and the Company have an impartial, outside party make a final decision that is binding on both you and the Company. Arbitration is a process in which a skilled arbitrator (similar to a judge) hears both sides of the situation and then makes a final and binding decision. Decisions by the arbitrator are generally made according to the same principles of law that control decisions by courts. Arbitrators can award the same damages or remedies as a court of law. By accepting employment and/or continuing your employment with the Company, you agree to be bound by the Agreement to Arbitrate set forth below.

In certain cases, attorney fees and other expenses may be assessed against either you or the Company. For example, the arbitrator may assess attorney fees against you or the Company if either party makes a claim that is frivolous, or is factually or legally groundless, or if there is a written agreement that provides for a payment of attorney fees.

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AGREEMENT TO ARBITRATE

A. Mutual Consent

The Company and Employee mutually consent to the resolution, by final and binding arbitration, of any and all claims or controversies ("claim") that the Company may have against Employee or that Employee may have against the Company or its officers, directors, partners, owners, employees or agents in their capacity as such or otherwise, whether or not arising out of the employment relationship (or its termination), including but not limited to, any claims arising out of or related to this Agreement to Arbitrate (this "Agreement") or the breach thereof.

This Agreement specifically excludes from claims subject to arbitration any and all disputes or actions of any and all kinds that may arise from any confidentiality or other agreement between you and the Company, or under any applicable law, under which the Company may seek injunctive or other equitable relief for breach of any covenant or applicable law, including but not limited to claims for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which you understand and agree that the Company may seek and obtain relief from any court of competent jurisdiction.

The claims covered by this Agreement include (1) any claims of spouses or descendants of the Employee that would otherwise be covered by this Program and Agreement if it were a claim of the Employee, and (2) any claims of the Employee as a member or representative of a class, or in any other manner as a member or representative of a group. Parties to the Agreement waive any right they may otherwise have to pursue, file, participate in, or be represented in any claim brought in any court on a class basis or as a collective action or representative action. This waiver applies to any claim that is covered by the Agreement to the full extent such waiver is permitted by law. All claims subject to the Agreement must be mediated and arbitrated as individual claims. The Agreement specifically prohibits the mediation or arbitration of any claim on a class basis or as a collective action or representative action, and the arbitrator shall have no authority or jurisdiction to enter an award or otherwise provide relief on a class, collective or representative basis. The Parties to the Agreement, therefore, do not waive and specifically retain a right to appeal in a court of competent jurisdiction any determination or award of an arbitrator made in contravention to this section, including without limitation, a determination (i) that a claim may proceed as a class, collective or representative action; or (ii) that awards relief on a class, collective, or representative basis. In such appeal, the standard of review to be applied to the arbitrator's decision shall be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury.

The claims shall be settled exclusively by binding arbitration in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

THE COMPANY AND EMPLOYEE FULLY UNDERSTAND THAT, ABSENT THIS AGREEMENT, LEGAL CLAIMS BETWEEN THEM COULD BE RESOLVED THROUGH THE COURTS AND A JURY, BUT THE PARTIES EXPRESSLY AGREE TO FOREGO THE TRADITIONAL LITIGATION SYSTEM IN FAVOR OF BINDING ARBITRATION.

B. Arbitration Rules and Applicable Law

The Parties agree that the Federal Arbitration Act ("FAA") will govern this Agreement to Arbitrate ("Agreement") and the interpretation and enforcement of the arbitration proceeding, including any actions to compel, enforce, vacate, or confirm proceedings, awards or orders issued by the Arbitrator. Proceedings under this Agreement will be administered by the AAA pursuant to its National Rules for the Resolution of Employment Disputes, except as provided in this Agreement. Except as provided in this Agreement or the AAA rules, the Arbitrator shall apply the state or federal law which would be applied by a federal court of competent jurisdiction, including laws establishing burdens of proof. This Agreement does not enlarge substantive rights of either party available under existing law.

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C. Initiation of Arbitration and Time Limits

A party may initiate arbitration proceedings under this Agreement by serving a written Request for Arbitration on AAA forms. The Request for Arbitration must describe the nature of the dispute and the specific remedy sought, and must be simultaneously mailed to all other parties to the dispute. Alternatively, employees of the Company may initiate arbitration proceedings by submitting a written Request for Arbitration (see attached form) to the Company's Human Resources Department, together with a $100 filing fee if an hourly employee or $150 if a salaried employee, which will promptly forward the Request to AAA. A Request for Arbitration must be filed within one (1) year of the date when the dispute first arose, unless the claim arises under a specific statute providing for a longer time to file a claim, in which case the statute shall govern. Any failure to timely request arbitration constitutes a complete waiver of all rights to raise any claims in any forum relating to any dispute that was subject to arbitration. The time limitations in this paragraph are not subject to any type of tolling.

D. The Arbitrator

All disputes will be resolved by a single Arbitrator selected from a list provided by AAA pursuant to AAA rules. The Arbitrator has the authority to rule on any motions regarding discovery or the pleadings, including motions to dismiss and for summary judgment, and, in doing so, shall apply the standards set forth in the Federal Rules of Civil Procedure, and to order any and all equitable or legal relief which a party could obtain from a court of competent jurisdiction on the basis of the claims made in the dispute. The arbitrator shall have no power to vary or ignore the terms of this Agreement and shall be bound by controlling law and the Federal Rules of Evidence.

E. Hearing Location

Unless the parties agree otherwise in writing, the hearing shall take place at the Company’s executive offices.

F. Arbitration Fees and Costs

The parties shall be responsible for their own attorneys' fees, witness fees, transcripts, copy costs, postponement/cancellation fees, travel, and discovery costs. If an employee initiates arbitration under this Agreement, he or she shall pay the first $100 of the filing fee if an hourly employee or $150 if a salaried employee, payable in full when the Request for Arbitration is filed. A Request for Arbitration shall not be deemed filed until this portion of the filing fee is tendered by the employee. The Company will be responsible for the balance of any filing fee and all other fees and administrative costs of the arbitration, except as set forth above.

G. Severability

In the event that any provision of this Agreement is determined by the Arbitrator or by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, such provision shall be enforced to the extent permissible under the law and all remaining provisions of this Agreement shall remain in full force and effect.

H. Miscellaneous Provisions

1. The parties understand and agree that their promises to arbitrate claims, rather than to litigate them before courts or other bodies, provide consideration for each other.

2. This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified in writing signed by the parties, which specifically states intent to revoke or modified this Agreement. Only the CEO of the Company can revoke or modify this Agreement on behalf of the Company.

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3. This is the complete Agreement of the parties on the subject of arbitration of disputes, except for any arbitration agreement in connection with any retirement or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject.

4. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this Agreement in any way alter the "at will" nature of the employment relationship, which either party remains free to terminate at any time with or without cause or notice.

DIRECT DIALOGUE PROGRAM

AND

MUTUAL AGREEMENT TO MEDIATE/ARBITRATE

ACKNOWLEDGMENT AND ACCEPTANCE

By my signature below, I acknowledge that I have received and read the Direct Dialogue Program and Mutual Agreement to Mediate/Arbitrate and will abide by it as a condition of my employment.

I understand that this program requires all covered disputes to be submitted to a mediator and (if necessary) an arbitrator, rather than a judge and jury in court. In anticipation of gaining the benefits of a fair and efficient method for resolving such disputes, I agree to all of the terms of, and to use the procedure described in, this Policy for the resolution of all covered claims. I also agree that any award made by an arbitrator will be binding on the Company, me, my representatives, parents, guardians, assigns, beneficiaries, spouse, children and heirs. I further acknowledge that the Direct Dialogue Program and Agreement to Mediate/Arbitrate do not create a contract of employment between the Company and me.

EMPLOYEE

Name: _____
Signature: _____
Date: _____

Exhibit 10.44

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (including Appendices A and B hereto, this "Agreement") is dated and effective as of [ ] and made by and between IBEX Holdings Limited, an exempted company incorporated and existing under the laws of Bermuda with registered number 52347 (the "Company"), and [ ] ("Indemnitee"). Capitalized terms used but not otherwise defined in the body of this Agreement shall have the respective meanings ascribed to such terms in Appendix B hereto.

WHEREAS, it is essential to the Company that the Company retain and attract highly experienced and capable persons to serve as directors and Employee Officers of the Company;

WHEREAS, highly experienced and capable persons are more reluctant to serve publicly held corporations as directors or in other capacities unless they are provided with adequate protection through insurance, indemnification and exculpation against risks of claims and actions against them arising out of their service to and activities on behalf of the corporation; and

WHEREAS, it is reasonable, prudent and desirable for the Company, acting in its own best interests as a member of the IBEX group of companies (which group is comprised of the Company and its subsidiaries (collectively, the "IBEX Group of Companies" and each, an "IBEX Group Company")), contractually to obligate itself to indemnify, and, if so requested by Indemnitee, to advance expenses, as provided herein, and contractually to provide additional procedural protections to help ensure that such indemnification and expense advancement rights will in fact be available, to the fullest extent permitted under Bermuda law, to Indemnitee in the performance of Indemnitee's duty to the IBEX Group of Companies, especially in light of the Company's plans for an initial public offering on the NASDAQ Exchange (the "IPO"); and Indemnitee desires to continue to so serve IBEX Group of Companies provided, and on the express condition, that he or she is furnished with the indemnity set forth herein;

WHEREAS, Indemnitee has agreed to serve and/or continue to serve the Company in a Director or Employee Officer capacity provided that, in light of the potential IPO, Indemnitee is provided the protections available under this Agreement, the Company Constitutional Documents (as defined below) and directors' and officers' liability insurance coverage, as well as other applicable liability insurance coverage, that is adequate in the present circumstances.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained and intending to be legally bound hereby, and for other good and valuable consideration, including Indemnitee's agreement to serve or to continue to serve as a Director or Employee Officer after the date hereof, the parties hereto agree as follows:

1. Service by Indemnitee. Indemnitee agrees to serve as a director or Employee Officer, as applicable, of the Company faithfully and to the best of Indemnitee's ability so long as Indemnitee is duly elected or re-elected or appointed or re-appointed and until such time as (i) if Indemnitee serves in the capacity of director, Indemnitee dies, is removed as a director of the Company or resigns or retires as a director of the Company; or (ii) if Indemnitee serves in the capacity of Employee Officer, Indemnitee dies, is terminated as an Employee Officer of the Company or resigns or retires as an Employee Officer. An Indemnitee shall be deemed to be "serving at the request of the Company" or to have "served at the request of the Company" (or any similar construction of similar meaning) to the extent such Indemnitee is serving or has served as an officer, director, employee or executive of any IBEX Group Company, and Indemnitee shall be deemed to be so serving or have so served without any express (whether written or otherwise) evidence of such request, unless clear evidence to the contrary exists and is provided by the Company.

2. Advancement of Expenses. Except as limited by Section 11, to the fullest extent permitted under Bermuda law, all Expenses incurred by Indemnitee in defending against any Indemnifiable Proceeding described in Section 3 or 4 in advance of the final disposition of such Indemnifiable Proceeding shall be paid by the Company at the request of Indemnitee. Such request shall be made pursuant to Article 3 of Appendix A hereto (the "Procedural Appendix"). In addition, Indemnitee's entitlement to advancement of Expenses shall include those Expenses incurred in connection with any Indemnifiable Proceeding by Indemnitee seeking an adjudication pursuant to Article 5 of the Procedural Appendix (including the enforcement of this provision), subject to an undertaking by Indemnitee to reimburse such amounts if so required pursuant to Article 3 of the Procedural Appendix.

3. Indemnification for Proceedings by or in the Name of the Company.

(a) *Eligibility.* Except as limited by Section 11, Indemnitee shall be entitled to the indemnification rights provided in this Section 3 if Indemnitee, after the effective date hereof, was or is a party or is threatened to be made a party to any Proceeding brought by or in the name of the Company to procure a judgment in the Company's favor by reason of the fact that Indemnitee is or was a director or Employee Officer of the Company, or is or was serving at the request of the Company as a director, officer, employee or fiduciary of any other entity (including another corporation, partnership, joint venture, trust or employee benefit plan); or by reason of anything done or not done (or allegedly done or not done) by Indemnitee in any such capacity, whether or not Indemnitee is actually serving in such capacity at the time any liability or Expense is incurred for which indemnification or advancement is sought under this Agreement.

(b) *Indemnity.* Except as limited by Section 11, pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted under Bermuda law against all judgments, fines, penalties and Expenses incurred by Indemnitee in connection with a Proceeding described in Section 3(a); provided, however, that no such indemnification shall be made in respect of any such Proceeding as to which such person shall have been found, in a final and non-appealable judgment of a court of competent jurisdiction, to be liable for fraud or dishonesty in the performance of such Indemnitee's duty to the Company or to such other corporation, partnership, joint venture or employee benefit plan, unless and only to the extent that a court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such judgments, fines, penalties, and Expenses as such court shall deem proper.

4. Indemnification for Proceedings Other than Proceedings by or in the Right of the Company.

(a) *Eligibility.* Except as limited by Section 11, Indemnitee shall be entitled to the indemnification rights provided in this Section 4 if Indemnitee, after the effective date hereof, was or is a party or is threatened to be made a party to any Proceeding (other than a Proceeding by or in the name of the Company, to which Section 3 above shall apply) by reason of the fact that Indemnitee is or was a director or Employee Officer of the Company, or is or was serving at the request of the Company as a director, officer, employee or fiduciary of any other entity (including another corporation, partnership, joint venture, trust or employee benefit plan); or by reason of anything done or not done (or allegedly done or not done) by Indemnitee in any such capacity, whether or not Indemnitee is actually serving in such capacity at the time any liability or Expense is incurred for which indemnification or advancement is sought under this Agreement.

(b) *Indemnity.* Except as limited by Section 11, pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted under Bermuda law against all judgments, fines, penalties, settlements, and Expenses incurred by Indemnitee in connection with a Proceeding described in Section 4(a) other than in respect of any loss or liability which by virtue of any rule of law would otherwise attach to Indemnitee in respect of any fraud or dishonesty of which Indemnitee may be guilty in relation to the Company.

5. Reliance as Safe Harbour. For purposes of any determination hereunder, Indemnitee shall be deemed to have acted honestly and without fraud if Indemnitee's conduct was based primarily on: (i) the records or books of account of the Company or relevant entity, including financial statements, (ii) information supplied to Indemnitee by the Officers of the Company or relevant entity in the course of their duties, (iii) the advice of legal counsel for the Company or relevant entity, or (iv) information or records given or reports made to the Company or relevant entity by an independent certified public accountant, or by an appraiser or other ex-pert selected with reasonable care by the Company or relevant entity. The provisions of this Section 5 shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the relevant standard of conduct set forth in this Agreement.

6. Indemnification for Expenses of Successful Party. Notwithstanding the limitations of Sections 3, 4 or 11(d), to the fullest extent permitted by Bermuda law and whether or not the Indemnitee has been successful, on the merits or otherwise, in whole or in part, in defense of any Indemnifiable Proceeding, or in defense of any claim, issue or matter therein (other than in respect of fraud or dishonesty), or if it is determined in a final and non-appealable judgment by a court of competent jurisdiction that Indemnitee is otherwise entitled to be indemnified against Expenses, the Company shall indemnify Indemnitee against all Expenses incurred in connection with such Indemnifiable Proceeding.

7. Partial Indemnification. Except as limited by Section 11, if Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the judgments, fines, penalties or Expenses incurred in connection with any Indemnifiable Proceeding, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such judgments, fines, penalties, and Expenses incurred to which Indemnitee is entitled (as determined in accordance with Article 2(e) of the Procedural Appendix).

8. Other Rights to Indemnification. Indemnification and advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may now or in the future be entitled under (i) any provision of the memorandum of association and bye-laws of the Company (the "Company Governing Documents"), or the governing documents of any other entity served by Indemnitee at the request of the Company; (ii) any vote of the shareholders of the Company, the Board of Directors of the Company (the "Company Board"); (iii) any provision of law; (iv) any agreement; (v) any insurance policy or (vi) otherwise. The Company acknowledges and agrees that nothing herein shall be deemed to constitute a waiver by Indemnitee of any such rights.

9. Expenses to Enforce Agreement. In the event that Indemnitee is subject to or intervenes in any Proceeding in which the validity or enforceability of this Agreement is at issue or seeks a Proceeding to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, if Indemnitee prevails in whole or in part in such Proceeding, Indemnitee shall be entitled to recover from the Company and shall be indemnified by the Company against any Expenses incurred by Indemnitee in connection with such Proceeding.

10. Continuation of Indemnity. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is a director or Employee Officer of the Company or is serving at the request of the Company as a director, officer, employee or fiduciary of any other entity (including another corporation, partnership, joint venture, trust or employee benefit plan) and shall continue thereafter with respect to any possible claims by reason of the fact that Indemnitee was a director or Employee Officer of the Company or was serving at the request of the Company as a director, officer, employee or fiduciary of any other entity (including another corporation, partnership, joint venture, trust or employee benefit plan). This Agreement shall be binding upon all successors and assigns of the Company and shall inure to the benefit of the heirs, personal representatives and estate of Indemnitee. From and after the effective date of this Agreement, the Company shall require and cause any successor (whether direct or indirect and whether by purchase, merger, consolidation, scheme or arrangement, amalgamation or otherwise), including any person or entity who acquires all, substantially all, or a substantial part, of the business and/or assets of the Company, as the case may be, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. If such Agreement shall be unenforceable against any such successor, or if the Company Board makes a good faith determination in its discretion that such successor is less creditworthy than the Company, then the Company will assign the Agreement to a subsidiary of the Company selected by the Company Board and reasonably satisfactory to Indemnitee, against which subsidiary the Agreement shall then be enforceable.

11. Limitations on Indemnification and Advancement of Expenses. The rights of Indemnitee to indemnification and advancement of Expenses under this Agreement shall be as set forth herein, except that no indemnification or advancement of Expenses shall be paid hereunder to Indemnitee by the Company:

(a) to the extent expressly prohibited by Bermuda law, other applicable law or a final and non-appealable judgment of a court of competent jurisdiction in respect of fraud or dishonesty;

(b) to the extent such indemnification or advancement of Expenses, as applicable, is actually made or then due to Indemnitee (i) under an insurance policy; (ii) under a valid and enforceable provision of the Company Governing Documents, or the governing documents of any other entity served by Indemnitee at the request of the Company; (iii) pursuant to an agreement of the Company, to the extent permitted by law, or any other entity served by Indemnitee at the request of the Company; or (iv) by the Company, to the extent permitted by law, in its discretion as contemplated by Article 1 of the Procedural Appendix, except, in each case, in respect of any amounts indemnifiable hereunder exceeding the payment or payments made under clauses (i) through (iv) of this paragraph; or

(c) except with respect to an Indemnifiable Proceeding pursuant to Sections 4 or 9 above, or Article 5 of the Procedural Appendix, in connection with a Proceeding, or part thereof (including claims and counterclaims) initiated by Indemnitee, unless such Proceeding (or part thereof) initiated by Indemnitee was authorized by the Company Board; or

(d) with respect to indemnification for settlements under Section 4(b), settlements made without the Company's prior written consent, which consent shall not be unreasonably withheld.

12. Additional Agreements.

The Company shall enter into additional agreements that are substantially similar to this Agreement with each person serving as a director or Employee Officer of the Company from time to time, provided, that the Company shall not have any liability, or have any obligation, under this Section 12 to the extent that any such other director or Employee Officer is unable or unwilling to enter into such agreement.

13. Separability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever the validity, legality and enforceability of the remaining provisions of this Agreement (including all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable that are not by themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby. In the event of any conflict or inconsistency between this Agreement and the provisions of the Company Governing Documents, to the maximum extent permitted by applicable law this Agreement shall govern with respect to any Indemnifiable Proceeding to which Indemnitee becomes a party on or after the effective date hereof, and to the maximum extent permitted by applicable law the Company Governing Documents shall govern with respect to any Indemnifiable Proceeding to which Indemnitee became a party prior to the effective date hereof.

14. Headings; Interpretation. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof. References herein to section numbers are to sections of this Agreement, unless otherwise specified. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as appropriate. The word "including" shall be deemed to be followed by the words "without limitation."

15. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the party addressee, on the date of such receipt; (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked; or (iii) if sent by facsimile transmission and fax confirmation is received, on the next business day following the date on which such facsimile transmission was sent. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice to the other party as provided in this Section.

16. Governing Law; Consent to Jurisdiction.

(a) This Agreement shall be interpreted and enforced in accordance with the laws of Bermuda.

(b) The Company and Indemnitee hereby irrevocably and unconditionally: (i) agree that any Proceeding arising out of or in connection with this Agreement shall be brought only in the Supreme Court of Bermuda (the "Bermuda Court"), and not in any court in any other country; (ii) consent to submit to the exclusive jurisdiction of the Bermuda Court for purposes of any Proceeding arising out of or in connection with this Agreement; (iii) waive any objection to the laying of venue of any such Proceeding in the Bermuda Court, and (iv) waive, and agree not to plead or to make, any claim that any such Proceeding brought in the Bermuda Court has been brought in an improper or inconvenient forum.

17. Other Provisions.

(a) This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced as evidence of the existence of this Agreement.

(b) Nothing contained in this Agreement shall confer upon Indemnitee (including, for the avoidance of doubt, any Employee Officer) any right with respect to the continuation of Indemnitee's employment with, or provision of services for, any entity within the IBEX Group of Companies, as applicable, or interfere in any way with the right of any entity within the IBEX Group of Companies, as applicable, at any time to terminate such employment or services for any reason, with or without cause, and with or without severance, except as may be otherwise provided in a separate written contract between Indemnitee and any entity within the IBEX Group of Companies.

(c) Upon a payment to Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of Indemnitee to recover against any person for such liability, and Indemnitee shall execute all documents and instruments required and shall take such other actions as may be necessary to secure such rights, including the execution of such documents as may be necessary for the Company to bring suit to enforce such rights.

(d) No supplement, modification, amendment or termination of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver and no waiver will be effective unless it is in writing and signed by the waiving party.

(e) The parties hereto agree that Appendices A and B hereto form an integral part of this Agreement with respect to the subject matter hereof.

(f) Unless otherwise specified, references to the term "Section" are references to the Sections of this Agreement, and references to the term "Article" are references to the Articles of the Procedural Appendix.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a Deed on and as of the day and year first above written.

IBEX HOLDINGS LIMITED

By: _____

Name:
Title:

Address: _____

_____

Agreed and accepted as of the date hereof:

INDEMNITEE

By: _____

Name:
Title:

Address: _____

_____

In the presence of:

_____

Name:

Address: _____

_____

Appendix A

Certain Procedural Provisions

Article 1. Request for Company to Provide Indemnification.

(a) To receive indemnification under this Agreement Indemnitee must submit a written request to the Secretary of the Company to provide such indemnification. Such request shall include (i) documentation or information reasonably available to Indemnitee that provides a reasonably detailed description of the facts and circumstances of the request for indemnification, and (ii) Indemnitee's selection of the Determining Party under Article 1(b).

(b) Upon receipt of a request made pursuant to Article 1(a), the entitlement of Indemnitee to indemnification under this Agreement shall be determined by one of the following parties, as selected by Indemnitee in his or her sole discretion (such party, the "Determining Party"): (i) the Company Board by a majority vote of Disinterested Directors, or (ii) by Independent Counsel in a written opinion to the Company Board, a copy of which shall be delivered to Indemnitee. In the event no Disinterested Director exists to constitute the Determining Party, Independent Counsel shall be the Determining Party. The Determining Party shall make the determination as to the entitlement of Indemnitee to indemnification under this Agreement not later than 45 calendar days after receipt by the Company of a request made pursuant to Article 1(a) or, if Independent Counsel acts as the Determining Party, within 45 calendar days of agreement on the identity of such Independent Counsel.

(c) In the event that a determination is made by the Company Board that Indemnitee is not entitled to indemnification by the Company hereunder, Indemnitee shall be entitled to seek a determination by Independent Counsel of Indemnitee's entitlement to indemnification. Independent Counsel shall within 45 calendar days of agreement on the identity of such Independent Counsel provide a determination as to the entitlement of Indemnitee to indemnification under this Agreement in a written opinion to the Company Board, a copy of which shall be delivered to Indemnitee. Such determination by Independent Counsel shall be made *de novo* and Indemnitee shall not be prejudiced by reason of the determination by the Company Board that Indemnitee is not entitled to indemnification. The Company shall not oppose Indemnitee's right to seek any such determination of Independent Counsel. If a determination is made by Independent Counsel that Indemnitee is entitled to indemnification, the Company shall be bound by such determination and shall be precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding and enforceable. Any determination of Independent Counsel under this Article 1(c) shall be the final determination of entitlement to indemnification under this Article 1, subject to Article 4 of this Procedural Appendix.

(d) Any Independent Counsel selected for purposes of Article 1(b) or Article 1(c) shall be selected by the Company and approved by Indemnitee (such approval not to be unreasonably withheld, conditioned or delayed), except that in the event that a Change in Control has occurred, any Independent Counsel shall be selected by Indemnitee. Upon failure of the Company to so select such Independent Counsel or upon failure of Indemnitee to so approve (or to so select, in the event that a Change in Control has occurred), such Independent Counsel shall be selected upon application to a court of competent jurisdiction.

(e) If the Determining Party (including, for purposes of this Article 1(e), Independent Counsel selected under Article 1(c)) determines that Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such person shall reasonably allocate such partial indemnification among the claims, issues or matters at issue at the time of the determination.

(f) Any Expenses incurred by Indemnitee in connection with a request for indemnification or payment of Expenses hereunder, under any other agreement with the Company, any provision of the Company Governing Documents or any directors' and officers' liability insurance, shall be borne by the Company. The Company shall indemnify Indemnitee for any such amounts referred to in the immediately preceding sentence and agrees to hold Indemnitee harmless therefrom irrespective of the outcome of the determination of Indemnitee's entitlement to indemnification.

(g) Notwithstanding anything to the contrary contained in this Article 1, it is understood that no such determination pursuant to Article 1 of this Procedural Appendix shall be required with respect to Indemnitee's entitlement to indemnification pursuant to Section 9 of this Agreement, Article 1(f) of this Procedural Appendix, or the last sentence of Article 4 of this Procedural Appendix.

Article 2. Request for Company to Provide Advancement of Expenses. To receive advancement of Expenses under this Agreement, Indemnitee shall submit a written request to the Secretary of the Company. Such request shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be accompanied by an undertaking, by or on behalf of Indemnitee, to reimburse such amounts to the Company if it is determined in a final and non-appealable judgment of a court of competent jurisdiction that Indemnitee is not entitled to be indemnified against such Expenses by the Company as provided by this Agreement or otherwise. Indemnitee's undertaking to reimburse any such amounts shall not be required to be secured and shall be interest free, subject to Section 11 of this Agreement. Each payment of Expenses by the Company shall be made within 10 calendar days after the receipt by the Company of a valid written request for advancement of Expenses.

Article 3. Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the Determining Party shall, to the fullest extent permitted by Bermuda law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Article 1 of this Procedural Appendix, and the Company shall, to the fullest extent permitted by Bermuda law, have the burden of proof to overcome the presumption that Indemnitee is entitled to indemnification hereunder in connection with any determination to the contrary made pursuant to Article 1 of this Procedural Appendix.

(b) If the Determining Party of this Procedural Appendix shall have failed to make the requested determination within 45 calendar days pursuant to Article 1(b), a requisite determination of entitlement to indemnification shall be deemed to have been irrevocably made and Indemnitee shall be absolutely entitled to such indemnification, absent (i) fraud in the request for indemnification or (ii) a prohibition on such indemnification under Bermuda law; provided, however, that such 45-day period may be extended for a reasonable period of time, not to exceed an additional 45 days, if the Determining Party shall in good faith require such additional time to obtain or evaluate documentation and/or information relating to such determination and shall have provided written notice to Indemnitee within the initial 45-day period of such need for an extension of time.

(c) The termination of any Indemnifiable Proceeding described in Sections 3 or 4 of this Agreement by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not in and of itself adversely affect the rights of Indemnitee to indemnification by the Company except as otherwise provided herein.

Article 4. Effect of Determination Whether to Indemnify or to Advance Expenses. In the event that a determination is made that Indemnitee is not entitled to indemnification by the Company hereunder or if payment has not been timely made following a determination of entitlement to indemnification pursuant to Articles 1 or 3 of this Procedural Appendix, or if Expenses are not paid pursuant to Article 2 of this Procedural Appendix, Indemnitee shall be entitled to seek final adjudication in a court of competent jurisdiction of entitlement to such indemnification or payment of Expenses. The determination in any such judicial Proceeding shall be made *de novo* and Indemnitee shall not be prejudiced by reason of a determination (if so made) pursuant to Articles 1 or 3 of this Procedural Appendix that Indemnitee is not entitled to indemnification. The Company shall not oppose Indemnitee's right to seek any such adjudication or any other claim. If a determination is made or deemed to have been made pursuant to the terms of Articles 1 or 3 of this Procedural Appendix that Indemnitee is entitled to indemnification, the Company shall be bound by such determination and shall be precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding and enforceable. The Company further agrees to stipulate in any such court that the Company is bound by all the provisions of this Agreement and is precluded from making any assertions to the contrary. If such court shall determine that Indemnitee is entitled to any indemnification or payment of Expenses hereunder, the Company shall also pay all Expenses incurred by Indemnitee in connection with such adjudication (including any appellate Proceedings).

Article 5. Notification and Defense of Claim. Promptly after receipt by Indemnitee of notice of any Indemnifiable Proceeding, Indemnitee shall, if a claim in respect of such Proceeding is to be made against the Company under this Agreement, notify the Company in writing of the commencement of such Indemnifiable Proceeding; but the omission to so notify the Company shall not relieve the Company from any liability that it may have to Indemnitee. Notwithstanding any other provision of this Agreement, with respect to any such Proceeding of which Indemnitee notifies the Company, the Company shall be entitled to participate therein at its own expense.

Article 6. Notice to Insurers. If, at the time of the receipt of a notice of a Indemnifiable Proceeding pursuant to Articles 1 or 2 of this Procedural Appendix, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies.

Appendix B

Certain Definitions

"Change in Control" means a change in control of the Company occurring after the date of this Agreement of a nature that would be required to be reported in response to Item 5.01 of Current Report on Form 8-K (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") whether or not the Company is then subject to such reporting requirement; provided, however, that, without limitation, a Change in Control shall be deemed to have occurred if after the date of this Agreement (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing (or which upon settlement, exercise or conversion pursuant to their terms would represent) thirty percent (30%) or more of the combined voting power of the Company's then-outstanding voting securities without the prior approval of at least two-thirds of the members of the Company Board in office immediately prior to such person attaining such percentage; (ii) the Company consummates a merger, consolidation, sale of assets or other reorganization as a consequence of which members of the Company Board in office immediately prior to entry into the agreement providing for such transaction constitute less than a majority of the Company Board upon completion of such transaction; or (iii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Company Board (including for this purpose any new member of the Company Board whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the members of the Company Board then still in office who were members of the Company Board at the beginning of such period and such approval was not in connection with an actual or threatened proxy contest) cease for any reason to constitute at least a majority of the Company Board, other than through the exercise by The Resource Group International Limited (or its affiliates) of any right to appoint and/or remove directors pursuant to the Bye-Laws of the Company.

"Disinterested Director" means a director of the Company who is not and was not a party to the Indemnifiable Proceeding in respect of which indemnification is being sought by Indemnitee.

"Employee Officer" means an "officer" (as such term is used under Section 2(1) of the Bermuda Companies Act 1981, as amended) who is an employee of the Company, which, for the avoidance of doubt, shall not be deemed to include auditors, liquidators, or other advisors of the Company.

"Expenses" includes costs, charges and expenses incurred in connection with the defense or settlement of any Proceeding, and appeals, attorneys' and other advisors' fees and expenses (including retainers and disbursements and advances thereon), witness fees and expenses, expenses relating to any bond, and any expenses relating to establishing a right to indemnification or advancement hereunder, but shall not include the amount of judgments, penalties, fines or amounts paid in settlement.

"Indemnifiable Proceeding" means any Proceeding of the type described in Sections 3, 4 or 9 of this Agreement, or Article 5 of the Procedural Appendix and any Proceeding approved by the Company Board for such purpose, as contemplated by Section 11(c) of this Agreement.

"Independent Counsel" means a law firm or a member of a law firm that at the relevant time is not, and for the prior five years has not been, retained to represent: (i) the Company or Indemnitee (or their respective affiliates) in any matter material to any such party, or (ii) any other party to the Indemnifiable Proceeding (or their respective affiliates) giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing the Company or Indemnitee in a Proceeding to determine Indemnitee's right to indemnification under this Agreement.

"Proceeding" includes any actual, threatened, pending or completed investigation, action, suit or other proceeding, whether of a civil, criminal, administrative, arbitral, mediative, investigative, legislative or other nature.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

IBEX Limited
Hamilton, Bermuda

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated December 20, 2019, relating to the consolidated financial statements of IBEX Limited, which is contained in that Prospectus.

We also consent to the reference to us under the caption “Experts” in the Prospectus.

/s/ BDO LLP

BDO LLP
London, United Kingdom

July 10, 2020