

Attachment 1

Sky and Space Global Ltd. Presentation

The background features a view of Earth from space, showing the blue and white horizon. Several white satellite orbits are depicted as curved lines around the planet. Two small satellite icons are positioned at the top of the orbits. The text 'SKY AND SPACE GLOBAL' is written in a bold, white, sans-serif font across the upper portion of the image.

SKY AND SPACE GLOBAL

Presentation

March 2017

Some of the statements appearing in this presentation may be in the nature of forward looking statements. You should be aware that such statements are only predictions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to the industries in which Sky and Space Global Limited (“SAS”) operates and proposes to operate as well as general economic conditions, prevailing exchange rates and interest rates and conditions in the financial markets, among other things. Actual events or results may differ materially from the events or results expressed or implied in any forward looking statement. No forward looking statement is a guarantee or representation as to future performance or any other future matters, which will be influenced by a number of factors and subject to various uncertainties and contingencies, many of which will be outside SAS’s control.

SAS does not undertake any obligation to update publicly or release any revisions to these forward looking statements to reflect events or circumstances after today's date or to reflect the occurrence of unanticipated events. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness or correctness of the information, opinions or conclusions contained in this presentation. To the maximum extent permitted by law, none of SAS, its Directors, employees, advisors or agents, nor any other person, accepts any liability for any loss arising from the use of the information contained in this presentation. You are cautioned not to place undue reliance on any forward looking statement. The forward looking statements in this presentation reflect views held only as at the date of this presentation.

This presentation is not an offer, invitation or recommendation to subscribe for, or purchase securities by SAS. Nor does this presentation constitute investment or financial product advice (nor tax, accounting or legal advice) and is not intended to be used for the basis of making an investment decision. Investors should obtain their own advice before making any investment decision. By reviewing or retaining this presentation, you acknowledge and represent that you have read, understood and accepted the terms of this important notice.

Sky and Space Vision

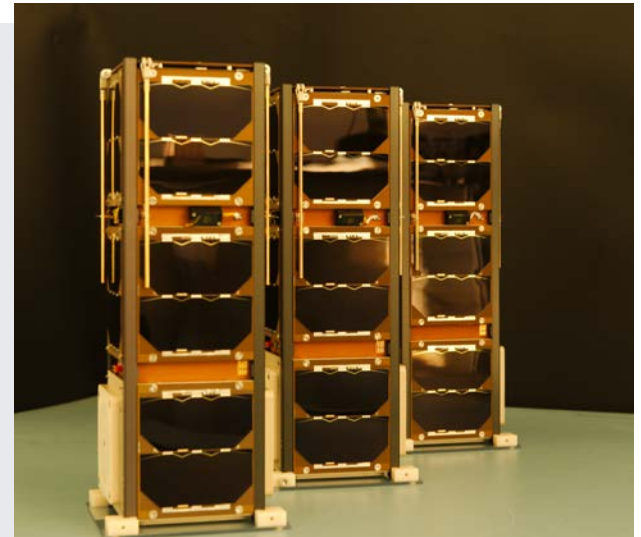
We believe that communication

... is a vital property of life.

... is a basic right for all human beings.

... is essential to make our world better.

... will help to bridge the gaps.



**“Affordable communications for Anyone,
Anywhere, Anytime”**

Sky and Space Global (ASX:SAS) is a European based, disruptive nano-satellite communication company

- **Set to provide affordable communication solutions** - affordable data, voice and instant messaging services to over 4 billion people (Equatorial region)
- **Targets the global satellite/telcoms market** through the use of very sophisticated and lower cost nano-satellite technology – highly disruptive to the existing conventional satellite platforms
- **Founded by highly credentialed Israeli satellite and aerospace experts**
- Listed on the ASX in May 2016



Board of Directors

Meir Moalem	CEO and Managing Director
Brett Mitchell	Executive Director
Peter Wall	Non-Executive Chairman
Maya Glickman-Pariente	Non-Executive Director
Yonatan Shrama	Non-Executive Director

Capital Structure

ASX code	SAS
Market capitalisation (fully diluted)	~\$359m
Market capitalisation (undiluted)	~\$326m
Share price (24 March 2017)	\$0.215

Issued Capital

Current ordinary shares	1,517,257,549
Performance Shares & Rights	151,050,000
Board and Management	~56%

A sophisticated nano-satellite technology company set to revolutionise the existing satellite communications industry with its price disruptive first mover technology

Creating 'new space' technology

New communications infrastructure based on **space proven**, nano-satellites technology

Large barriers for entry

IP developed for a complex and sophisticated software system – combining **unique expertise** in space technology and network management

Provides cheaper communications infrastructure

Up to **80% savings vs conventional satellites** via a network of low cost, nano-satellites with reduced capital expenditure, launch and operating costs

Acceleration to market

Through use of space proven COTS hardware, and pre-launch signed contracts

Enables technology upgrading capabilities

Constant upgrades built into the business model with short turn around timeframes

Competitive advantage

Significantly cheaper platform for voice, data and instant messaging services for the telecommunications and international transport industries where service is currently unavailable

Proven Leadership Team

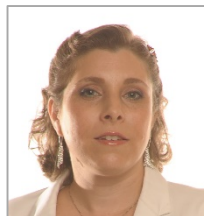


Meir Moalem
CEO & Managing Director

A jet fighter pilot, Lt. Col (Res.) of the IAF, Meir has over 20 years of experience in management, R&D and operation of state-of-the-art projects in Space Systems and UAS.

Roles include acting deputy sq. commander and leading the MEDIEX experiment on Space Shuttle Columbia (STS-107) as the project manager for Israel first astronaut flight, Managing Israel's satellite projects (Ofeq, Techsar) and more.

For one of his classified projects, Meir has been awarded the Israel National Security Award.



Maya Glickman
Chief Operational Officer

Over 14 years of experience in satellite mission analysis and operations expert.

Senior Satellite Engineer of communications satellite with wide experience in satellite operations. She was part of the AMOS-3 development team, LEOP and IOT missions as well as the AMOS-1 end of life mission team.

Maya designed and optimised several large scale constellations for earth observation and communication use, and was involved in the assembly, integration and testing of "Duchifat-1", the first Israeli nano-satellites.



Meidad Pariente
Chief Technical Officer

Over 20 years of hands-on experience in the space industry.

He started as AMOS-1 satellite operator. later was the Deputy Mission Manager of AMOS-2. Chief systems engineer of AMOS-3 successfully launched in 2008, and special engineering advisor for AMOS-5, launched in 2011.

Meidad also lead the "Duchifat-1" project, the first Israeli student Nanosatellite which was launched successfully in June 2014 and is still active.



Brett Mitchell
Exec Director - Corporate

Mr Mitchell is a corporate finance executive with over 20 years of experience in the finance, resources and technology industries.

Brett has been involved in the founding, financing and management of both private and publicly-listed companies and holds executive and non-executive directorship roles currently with ASX listed companies.

Key Milestones Delivered To Date



First wholesale customer secured, **Sat-Space Africa** for bandwidth from the “3 Diamonds”



Launch contract with **ISL** for a **PSLV** launch of “3 Diamonds” in Q2 2017



Launch space purchased on **Virgin Galactic**, to use LauncherOne, for the launch of a full constellation



A full insurance coverage by **BRIT** to de-risk Company’s financial exposure to the pilot phase



3 Diamonds Launch scheduled in Q2 2017 from ISRO in India

2016 - 2017



Secured commercial wholesale contract with **BeepTool LLC**, SAS’s second commercial customer



SAS signs agreements with **US Department of Defence** and **UK Ministry of Defence**



SAS’s 3 Diamonds nano-satellites constructed and designated as Ready for Launch by **GomSpace**



SAS selects **GomSpace** as equatorial constellation construction partner



SAS signs first major South/Latin American customer agreement **Globalsat Group**

SAS has secured early stage commercialisation via commercial relationships

Sat-Space Africa Ltd

- Agreement for bandwidth provided by “3 Diamonds”
- Sat-Space Africa is a Pan-African communications company with operations and infrastructure in 27 African countries
- Sat-Space has secured commercial contracts to sell SAS bandwidth to end users

BeepTool LLC

- Agreement for bandwidth provided by “3 Diamonds”
- BeepTool is a mobile payments, messaging and voice app used by >800,000 customers across African continent

Globalsat Group LLC

- Agreement to explore the provision of SAS’s communication services to Globalsat end-users
- Globalsat provides Mobile Satellite Services, with a strong presence across South and Latin America
- Parties to provide commercial demonstration of service during H2 2017

Global Constellation: the 3-5 Year Plan

Initial constellation

- Equatorial band coverage
- ~200 nano-satellites coverage of +/-15 Deg

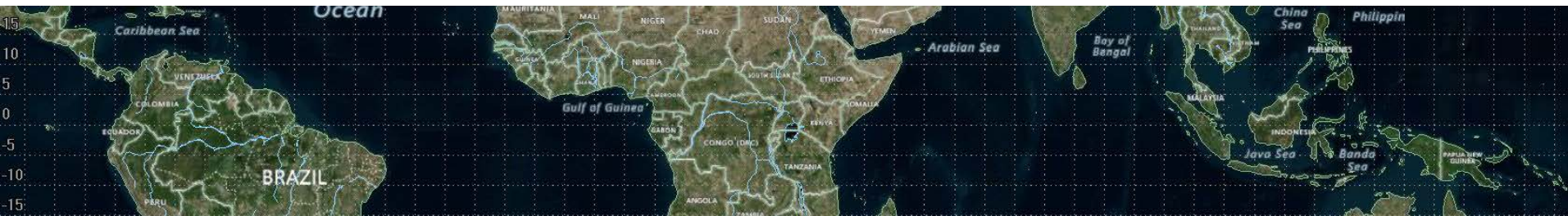


Global constellation

- Full global coverage
- Additional ~1,000 nano-satellites

Substantial Addressable Market

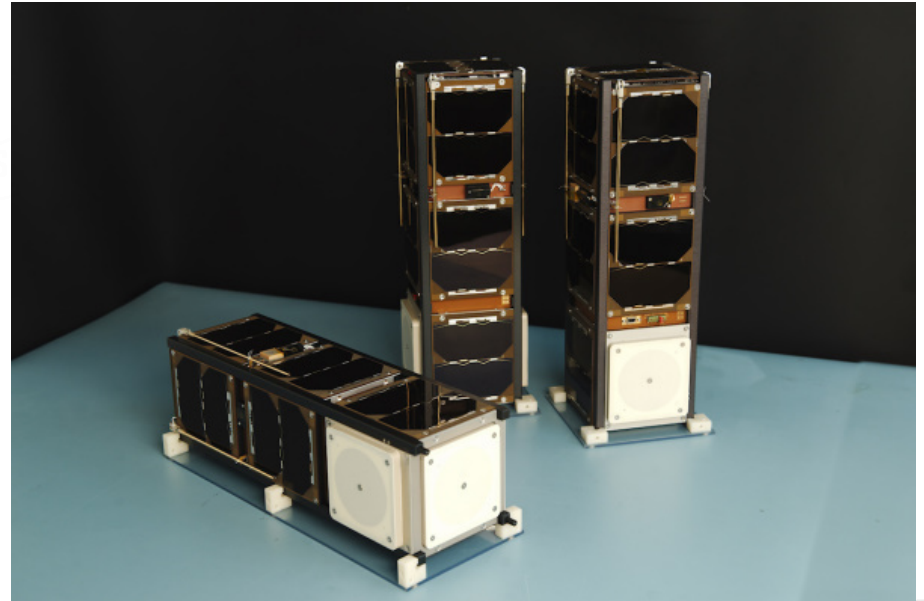
Nano-satellites can bring affordable coverage to billions of the world's most unserved people



“Ready for Launch” Designation

Construction of “3 Diamonds” completed and nano-satellites designated as “Ready for Launch” by independent manufacturer GomSpace

- Construction of “3 Diamonds” completed by leading European aerospace constructor, Gomspace (GOMX:SS)
- Following completion, nano-satellites underwent a rigorous Integration and Verification testing phase
- Following testing, GomSpace designated the “3 Diamonds” as Ready for Launch



First commercial nano-satellite that fully comply with the European Space Agency’s new regulations including space debris migration

3 Diamonds Demonstration Launch - Q2-2017

SAS is launching its first 3 nano-satellites, the “3 Diamonds” in weeks – Ready to Launch

Launching aboard the ISRO Polar Satellite Launch Vehicle (**PSLV-XL**)

Full “Replacement in space” Transportation, pre-launch, launch and post-launch insured by **BRIT Global Specialty**

“3 Diamonds” will go-live and commence commercial services eight weeks post launch

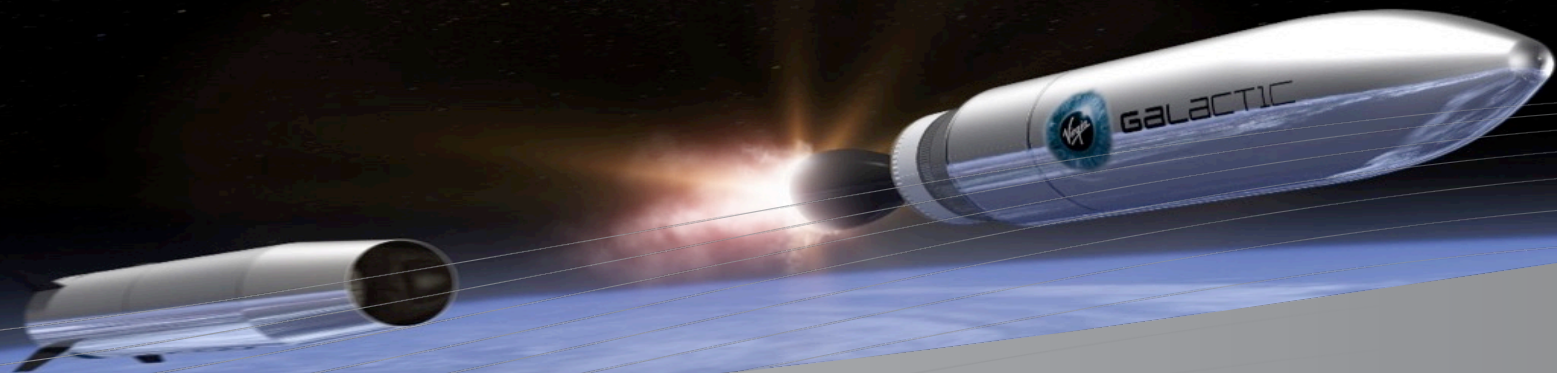


As a launch partner

- Sky and Space Global has purchased four dedicated missions on Virgin Galactic's nano-satellite orbital launch vehicle, **LauncherOne**
- SAS plans to launch constellation of about **200 nano-satellites** from mid-2018
- Provides a cost effective solution for deployment of SAS constellation

As a commercial partner

- In October 2016, Sky and Space Global signed an MOU with Virgin Galactic
- Virgin and SAS are to explore the potential to create a satellite communications network to provide connectivity to its LauncherOne carrier aircraft, *Cosmic Girl*
- Presents a substantial commercial opportunity



UK Ministry of Defence

- Approval from the United Kingdom's Ministry of Defence (MoD) for the use of the MoD's UHF frequency
- Approval followed a rigorous due diligence and certification process from the UK Government

US Department of Defence

- Agreement with United States Department of Defence (DoD) to provide Space Situational Awareness Services
- DoD's United States Strategic Command (USSTRATCOM) Joint Space Operations Centre (JSpOC) will ensure the safe operations of SAS nano-satellites



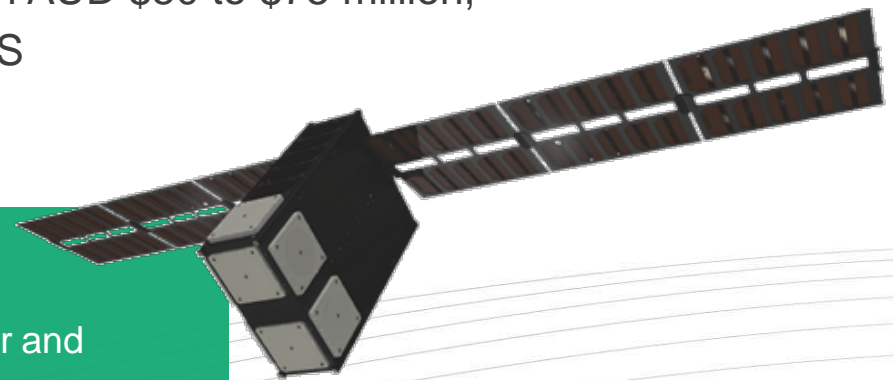
Construction Partner for Full Constellation

- GomSpace

- Construction partner for the “3 Diamonds”, GomSpace, has been selected to construct and deliver the full SAS constellation
- Cost and delivery of ~200 nano-satellites spread over 4 years, commencing in H2 2017
- Equatorial constellation to be deployed and operational by 2020
- Estimated cost of total contract is between AUD \$50 to \$75 million, depending on final specifications from SAS

GomSpace ApS

GomSpace is a leading designer, integrator and manufacturer of nano-satellites



Global Partnerships

– SocialEco Ltd

SAS has partnered with a Developing World Smartphone Leader

SocialEco Ltd produces a \$1 Humanity Smartphone for the developing world

Near term objective

- Sky and Space Global is exploring the integration of a SAS APP into SocialEco's \$1 smartphone

Longer term objective

- Development of a \$20 Android smartphone that will have SAS network embedded as default

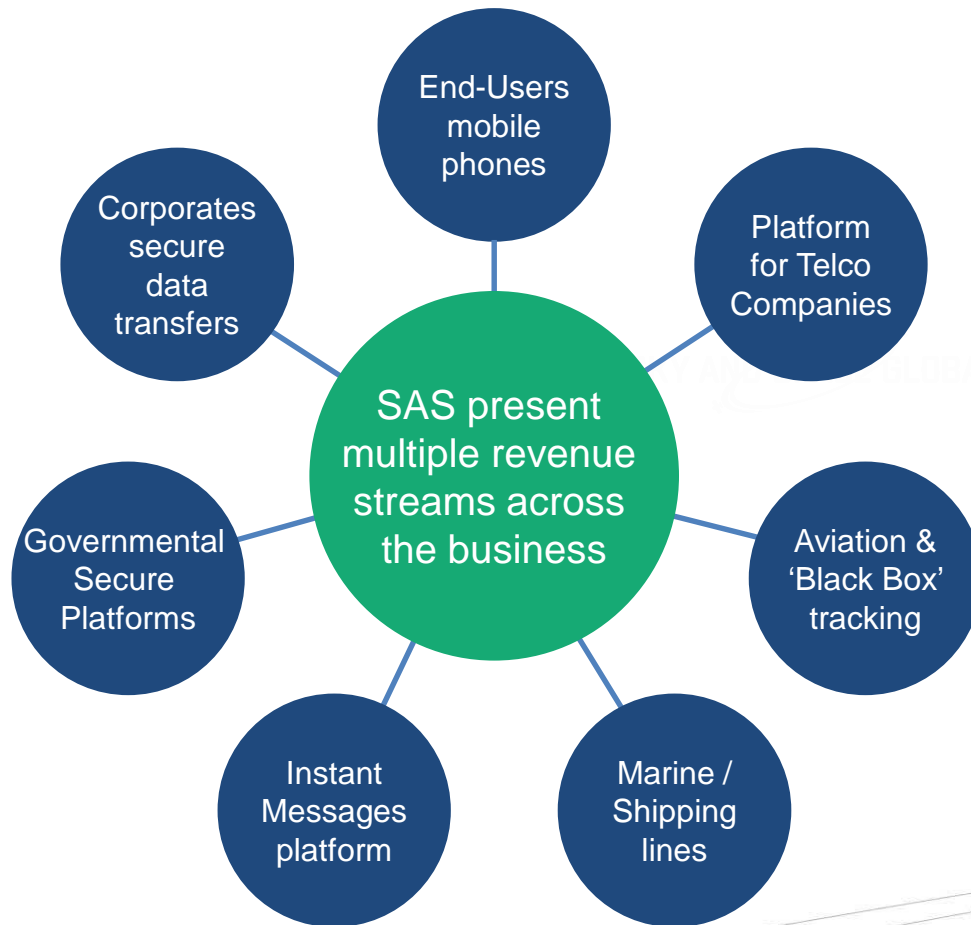
**4 out of 5
smartphone
connections
are expected
to come from
the developing
world by 2020¹**

“We look forward to working with Sky and Space Global to bring our innovative \$1 smartphone and a potential \$20 satellite Android smartphone to underserved regions across the globe.”

SocialEco CEO, Mr. Theo Cosmora

¹ [GSMA Intelligence analytics – global mobile data report](#)

Multiple Revenue Streams



Sales and revenue model

Wholesale revenue from direct customer sales – premium customers (global corporates, airline/shipping companies); and,

Fee for service per bandwidth through reseller agreements – retail customers via deals with global telcos, especially attractive in remote or underdeveloped areas, with significant rate reductions

Revenue Opportunity is Significant

Current commercial rates for satellite phone are circa US\$2.00-2.50 per minute (Inmarsat, Iridium, Thuraya, Globalstar)

3 nano-satellites: ~ A\$3m pa so far

- SAS already **pre-sold services** over Africa for the demonstration phase (SatSpace Africa) and negotiating with other global telco's

Q2 2017

First 100 nano-sats: ~ A\$300-500m

- 2-3 years
- ~ 10,000 mhz per year available for sale, plus circa 1b minutes for sale
- This could equate to circa **A\$300-500 million** per annum at SAS expected market rates

2018/19

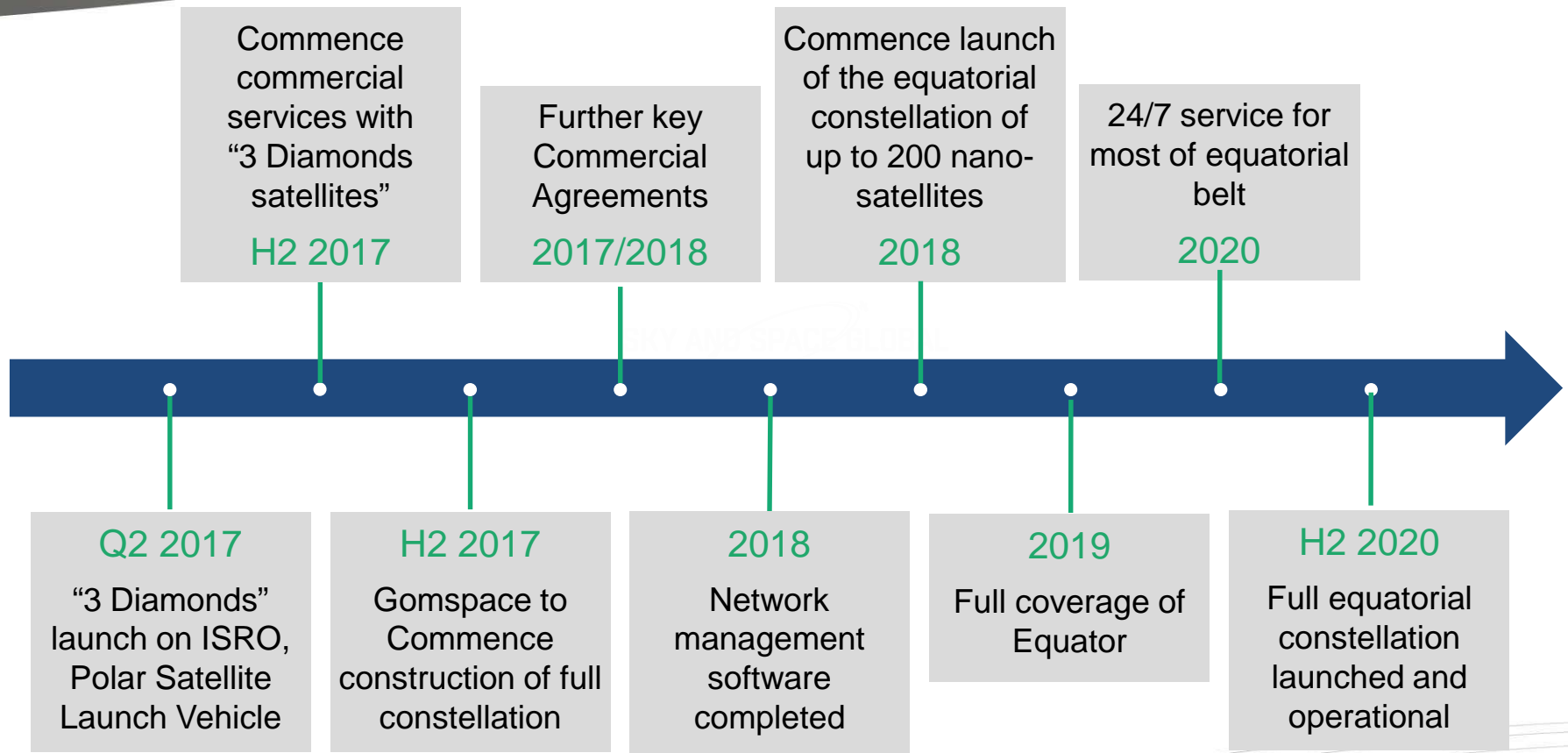
Full constellation of circa 200 nano-sats: ~ A\$600m - 1bn

- 3-5 years
- ~ 25,000 - 30,000 mhz, plus circa 2b minutes for sale
- This could equate to circa **A\$600 million - 1 billion** per annum at SAS expected market rates

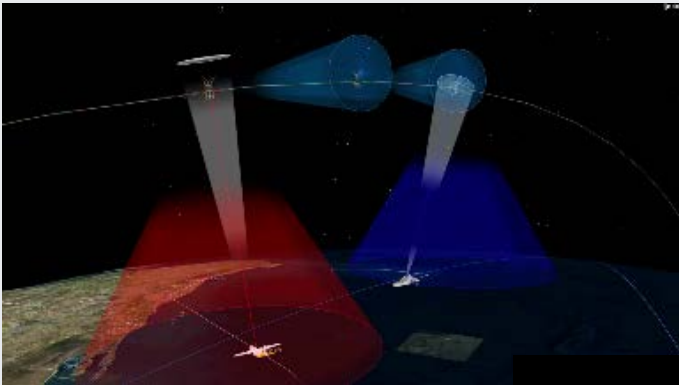
2020

SAS revenue potential based on competitive price per minute

Key Value Creation Milestones Ahead



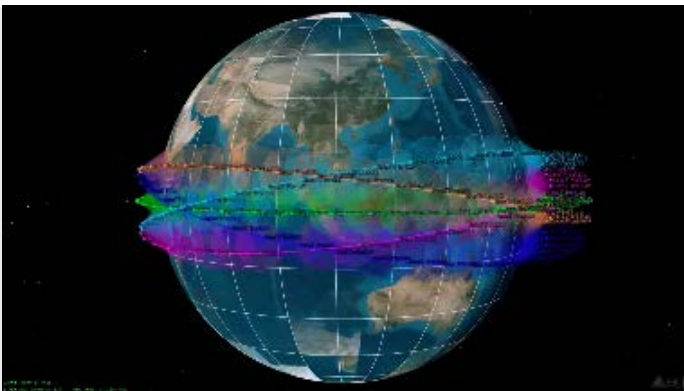
Appendices



The 3 Diamonds Mission Simulation

For shareholders to experience the SAS network operation, click on the following YouTube link:

<https://youtu.be/9j9GIC6TOK8>



SAS Full Equatorial Constellation

To view SAS's full operational equatorial constellation planned for 2020, click on the following YouTube link:

<https://youtu.be/6i39T2eUGrc>

6 Month Share Price Chart

- SAS



Significant upward trajectory from completing key operational milestones

Thank you

Attachment 2

3 Diamonds Space Activity Licenses

Outer Space Act 1986

SPACE ACTIVITY LICENCE

**THE SECRETARY OF STATE FOR BUSINESS, ENERGY
& INDUSTRIAL STRATEGY**

and

SKY AND SPACE GLOBAL (UK) LIMITED

Date: 26/05/17

Licence granted under the Outer Space Act 1986 by

(1) The Secretary of State for Business, Energy & Industrial Strategy, whose principal office is at 1 Victoria Street, London, SW1H 0ET (“the Secretary of State”)

to

(2) Sky and Space Global (UK) Ltd, a company incorporated in the UK under no. 09887327, whose registered office is at Tower Bridge House, St Katharine’s Way, London, E1W 1DD (“the Licensee”).

RECITALS

(1) The Licensee wishes to carry out activities which require the grant of a licence pursuant to sections 4 and 5 of the Outer Space Act 1986.

(2) The Licensee, being a person to which the Outer Space Act 1986 applies, by virtue of section 10 indemnifies Her Majesty’s government in the United Kingdom against any claims brought against the government in respect of damage or loss arising out of activities carried on by the Licensee to which the Act applies, subject to the limit set out in Clause 7.2 in respect of the Licensed Activities.

1. Grant of Licence

1.1 In exercise of the powers conferred by the Act, the Secretary of State hereby GRANTS the Licensee a licence to carry out the Licensed Activities in relation to the Satellite subject to the following terms and Conditions.

1.2 The Licence is granted on the date stated at the head of this Licence but does not come into effect until Condition 3.1 has been complied with and the Effective Event takes place.

1.3 The grant of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.

1.4 The grant of this Licence does not in any way imply that the Secretary of State will grant the Licensee any further licence in respect of the Satellite or a licence in relation to any other space object for which the Licensee may seek a licence in the future.

2. Interpretation, Etc

2.1 In this Licence:



- 2.1.1 "Act" means the Outer Space Act 1986;
- 2.1.2 "Condition" means any term or provision of this Licence;
- 2.1.3 "Effective Event" means the Launch;
- 2.1.4 "Insurance Policy" means the insurance policy taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence and referred to in Condition 6.2;
- 2.1.5 "Launch" means the point in time when an electronic signal is sent to command the opening of any launcher first stage propellant valves;
- 2.1.6 "Licensed Activities" means:
- a) procuring from Innovative Space Logistics B.V a service comprising the Launch (on a Polar Satellite Launch Vehicle ("PSLV")) and deployment into Low Earth Orbit of the Satellite; and
 - b) operation of the Satellite.
- 2.1.7 "Satellite" means the satellite known as Blue Diamond;
- 2.1.8 "Licence" means this licence granted under Condition 1.1.

2.2 Except where the context otherwise requires, words and expressions used in this Licence have the same meaning as they have in the Act.

2.3 The Interpretation Act 1978 applies to this Licence as it applies to an Act of Parliament.

2.4 The recitals to this Licence are an integral part of this Licence.

3. Conditions Precedent

3.1 This Licence shall not come into effect unless:

3.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

3.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:

3.1.2.1 calculated payload fairing impact points; and

3.1.2.2 the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;



3.1.3 the Secretary of State has agreed in writing to the matters referred to in Conditions 3.1.1 and 3.1.2;

3.1.4 the Secretary of State has given prior written consent to any amendments to the Insurance Policy;

3.1.5 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability; and

3.1.6 the Effective Event takes place before the first anniversary of the date of this Licence.

4. Conduct of Licensed Activities

4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 3.1.2. and agreed pursuant to Condition 3.1.3.

5. Records and Inspection Etc

5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;



5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable the Secretary of State to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

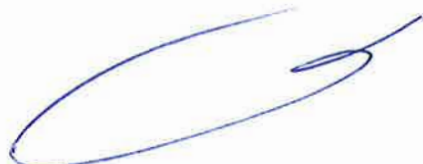
6. Insurance

6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.

6.2 Condition 3.1.5 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:

The Insurance Policy issued by Global Aerospace and following insurers, Policy Number B0509AVNSK1700018 under which Sky and Space Global (UK) Ltd is the Policyholder and the Licensee and Her Majesty's government in the United Kingdom are Insured Parties as evidenced by the Insurance Policy and signed copy of the original Insurance Certificate the Licensee supplied to the UK Space Agency on 28 February 2017.

6.3 In the event that the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 3.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.



6.4 The Licensee shall provide evidence of the Insurance Policy to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy. The Licensee shall not vary terms of the Insurance Policy relating to the Licensed Activities without the prior written consent of the Secretary of State.

6.5 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the Insurance Policy.

6.6 The Licensee shall take all necessary action to ensure that the Insurance Policy continues in force and is valid and enforceable, and the Licensee shall do nothing that would enable the insurer to avoid any such policy.

7. Additional Conditions including Indemnities

7.1 It is a Condition that:

7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;

7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;

7.1.3 the Licensee is not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon its capacity or ability to perform its obligations under this Licence and to the best of its knowledge, information and belief the Licensee has no cause to consider that any such legal or arbitration proceedings are about to commence; and

7.1.4 that there is and continues to be in place a duly executed guarantee from Sky and Space Global Ltd (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of state may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

7.2 The Licensee indemnifies the Secretary of State up to a maximum amount of €60 million against any claims brought against Her Majesty's government in the United Kingdom in respect of damage or loss arising out of the Licensed Activities.

7.3 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of the Secretary of State's functions under this Licence or the Act.

8. Term




8.1 The Licence shall terminate:

8.1.1 when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State; or

8.1.2 on revocation by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with).

8.2 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

Signed for and on behalf
of the Secretary of State:

Signed:  _____

Name: PETER FINN

Position: CHIEF OPERATING AND
FINANCE OFFICER

Signed for and on behalf
of the Licensee:

Signed:  _____

Name: Meir Moalem

Position: CEO

Sky and Space Global
C/N 09887327
Vat 233644712
SSG UK Ltd

Outer Space Act 1986

SPACE ACTIVITY LICENCE

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3.1.6 the Effective Event takes place before the first anniversary of the date of this Licence.

4. Conduct of Licensed Activities

4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 3.1.2. and agreed pursuant to Condition 3.1.3.

5. Records and Inspection Etc

5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;



5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable the Secretary of State to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. Insurance

6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.

6.2 Condition 3.1.5 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:

The Insurance Policy issued by Global Aerospace and following insurers, Policy Number B0509AVNSK1700018 under which Sky and Space Global (UK) Ltd is the Policyholder and the Licensee and Her Majesty's government in the United Kingdom are Insured Parties as evidenced by the Insurance Policy and signed copy of the original Insurance Certificate the Licensee supplied to the UK Space Agency on 28 February 2017.

6.3 In the event that the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 3.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.



6.4 The Licensee shall provide evidence of the Insurance Policy to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy. The Licensee shall not vary terms of the Insurance Policy relating to the Licensed Activities without the prior written consent of the Secretary of State.

6.5 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the Insurance Policy.

6.6 The Licensee shall take all necessary action to ensure that the Insurance Policy continues in force and is valid and enforceable, and the Licensee shall do nothing that would enable the insurer to avoid any such policy.

7. Additional Conditions including Indemnities

7.1 It is a Condition that:

7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;

7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;

7.1.3 the Licensee is not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon its capacity or ability to perform its obligations under this Licence and to the best of its knowledge, information and belief the Licensee has no cause to consider that any such legal or arbitration proceedings are about to commence; and

7.1.4 that there is and continues to be in place a duly executed guarantee from Sky and Space Global Ltd (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of state may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

7.2 The Licensee indemnifies the Secretary of State up to a maximum amount of €60 million against any claims brought against Her Majesty's government in the United Kingdom in respect of damage or loss arising out of the Licensed Activities.

7.3 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of the Secretary of State's functions under this Licence or the Act.

8. Term



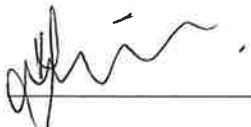
8.1 The Licence shall terminate:

8.1.1 when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State; or

8.1.2 on revocation by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with).

8.2 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

Signed for and on behalf
of the Secretary of State:

Signed:  _____

Name: PETER FINN

Position: CHIEF OPERATING AND
FINANCE OFFICER.

Signed for and on behalf
of the Licensee:

Signed:  _____

Name: Meir Moalem

Position: CEO

Sky and Space Global
C/N 09887327
Vat 233644712
SSG UK Ltd

Outer Space Act 1986

SPACE ACTIVITY LICENCE

**THE SECRETARY OF STATE FOR BUSINESS, ENERGY
& INDUSTRIAL STRATEGY**

and

SKY AND SPACE GLOBAL (UK) LIMITED

Date: 26/05/17

Licence granted under the Outer Space Act 1986 by

(1) The Secretary of State for Business, Energy & Industrial Strategy, whose principal office is at 1 Victoria Street, London, SW1H 0ET (“the Secretary of State”)

to

(2) Sky and Space Global (UK) Ltd, a company incorporated in the UK under no. 09887327, whose registered office is at Tower Bridge House, St Katharine’s Way, London, E1W 1DD (“the Licensee”).

RECITALS

(1) The Licensee wishes to carry out activities which require the grant of a licence pursuant to sections 4 and 5 of the Outer Space Act 1986.

(2) The Licensee, being a person to which the Outer Space Act 1986 applies, by virtue of section 10 indemnifies Her Majesty’s government in the United Kingdom against any claims brought against the government in respect of damage or loss arising out of activities carried on by the Licensee to which the Act applies, subject to the limit set out in Clause 7.2 in respect of the Licensed Activities.

1. Grant of Licence

1.1 In exercise of the powers conferred by the Act, the Secretary of State hereby GRANTS the Licensee a licence to carry out the Licensed Activities in relation to the Satellite subject to the following terms and Conditions.

1.2 The Licence is granted on the date stated at the head of this Licence but does not come into effect until Condition 3.1 has been complied with and the Effective Event takes place.

1.3 The grant of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.

1.4 The grant of this Licence does not in any way imply that the Secretary of State will grant the Licensee any further licence in respect of the Satellite or a licence in relation to any other space object for which the Licensee may seek a licence in the future.

2. Interpretation, Etc

2.1 In this Licence:



- 2.1.1 "Act" means the Outer Space Act 1986;
- 2.1.2 "Condition" means any term or provision of this Licence;
- 2.1.3 "Effective Event" means the Launch;
- 2.1.4 "Insurance Policy" means the insurance policy taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence and referred to in Condition 6.2;
- 2.1.5 "Launch" means the point in time when an electronic signal is sent to command the opening of any launcher first stage propellant valves;
- 2.1.6 "Licensed Activities" means:
- a) procuring from Innovative Space Logistics B.V a service comprising the Launch (on a Polar Satellite Launch Vehicle ("PSLV")) and deployment into Low Earth Orbit of the Satellite; and
 - b) operation of the Satellite.
- 2.1.7 "Satellite" means the satellite known as Red Diamond;
- 2.1.8 "Licence" means this licence granted under Condition 1.1.

2.2 Except where the context otherwise requires, words and expressions used in this Licence have the same meaning as they have in the Act.

2.3 The Interpretation Act 1978 applies to this Licence as it applies to an Act of Parliament.

2.4 The recitals to this Licence are an integral part of this Licence.

3. Conditions Precedent

3.1 This Licence shall not come into effect unless:

3.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

3.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:

3.1.2.1 calculated payload fairing impact points; and

3.1.2.2 the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;



3.1.3 the Secretary of State has agreed in writing to the matters referred to in Conditions 3.1.1 and 3.1.2;

3.1.4 the Secretary of State has given prior written consent to any amendments to the Insurance Policy;

3.1.5 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability; and

3.1.6 the Effective Event takes place before the first anniversary of the date of this Licence.

4. Conduct of Licensed Activities

4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 3.1.2. and agreed pursuant to Condition 3.1.3.

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5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;

5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable the Secretary of State to determine whether or not any other person is carrying on activities to which the Act applies.

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7.1.3 the Licensee is not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon its capacity or ability to perform its obligations under this Licence and to the best of its knowledge, information and belief the Licensee has no cause to consider that any such legal or arbitration proceedings are about to commence; and

7.1.4 that there is and continues to be in place a duly executed guarantee from Sky and Space Global Ltd (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of state may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

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8. Term



8.1 The Licence shall terminate:

8.1.1 when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State; or

8.1.2 on revocation by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with).

8.2 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

Signed for and on behalf
of the Secretary of State:

Signed:  _____

Name: PETER KINN

Position: CHIEF OPERATING AND
FINANCE OFFICER

Signed for and on behalf
of the Licensee:

Signed:  _____

Name: Meir Moalem

Position: CEO

Sky and Space Global
C/N 09887327
Vat 233644712
SSG UK Ltd