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28 May 2014

BY ELECTRONIC LODGEMENT

Company Announcements
ASX Limited
Exchange Centre
20 Bridge Street
Sydney NSW 2000

ashurst

SPTS Technologies UK Limited – Form 604 Notice of Change of Interests of Substantial Holder in relation to BluGlass Limited (ASX: BLG)

We act for SPTS Technologies UK Limited (**SPTS**).

On behalf of SPTS, we **enclose** a Form 604 Notice of Change of Interests of Substantial Holder in relation to BluGlass Limited ACN 116 825 793. SPTS has, under a deed of gift (Annexure B to the enclosed Form 604), transferred to Swansea University (a registered charity No. 1138342) 6,440,842 fully paid up ordinary shares in BluGlass Limited.

Enclosed is a copy of the SPTS press release in relation to the Deed of Gift.

Yours faithfully



Ashurst Australia

AUSTRALIA BELGIUM CHINA FRANCE GERMANY HONG KONG SAR INDONESIA (ASSOCIATED OFFICE) ITALY JAPAN
PAPUA NEW GUINEA SINGAPORE SPAIN SWEDEN UNITED ARAB EMIRATES UNITED KINGDOM UNITED STATES OF AMERICA

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229580324.02

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme BluGlass Limited

ACN/ARSN 116 825 793

This notice is given by SPTS Technologies UK Limited (SPTS) on behalf of itself and each of its related bodies corporate (SPTS Associates) named in the list of 1 page annexed to this notice and marked A.

1. Details of substantial holder (1)

Name SPTS Technologies UK Limited (previously SPP Process Technology Systems Ltd)

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on 26/05/2014
The previous notice was given to the company on 10/10/2012
The previous notice was dated 10/10/2012

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary	63,702,837	24.9%	57,261,995	19.90%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
26/05/2014	SPTS	The number of shares the subject of the relevant interest has decreased following the transfer of shares in accordance with a Deed of Gift of Shares between SPTS and Swansea University dated 12 May 2014, a copy of which is annexed to this Notice and marked B	The Transfer of shares held by SPTS in BluGlass Limited to Swansea University in accordance with the Deed of Gift of Shares.	Less 6,440,842 Fully Paid Ordinary Shares	Less 6,440,842
26/05/2014	SPTS Associates	The number of shares the subject of the relevant interest has decreased following the transfer of shares in accordance with a Deed of Gift of Shares between SPTS and Swansea University dated 12 May 2014, a copy of which is annexed to this Notice and marked B	The Transfer of shares held by SPTS in BluGlass Limited to Swansea University in accordance with the Deed of Gift of Shares.	Less 6,440,842 Fully Paid Ordinary Shares	Less 6,440,842

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes

SPTS	SPTS	SPTS	Taken under 608(1) of the Corporations Act to have a relevant interest by reason of being the holder of the securities	57,261,995 Fully Paid Ordinary Shares	57,261,995
SPTS Associates	SPTS	SPTS	Taken under section 608(3)(b) of the Corporations Act to have a relevant interest by reason of having control of SPTS	57,261,995 Fully Paid Ordinary Shares	57,261,995

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
SPTS	Ringland Way, Newport, Gwent, Wales, NP182TA
SPTS Associates	As set out in the list of 1 page annexed to this notice and marked A.

Signature

print name

RICHARD CRAVEN

capacity

COMPANY
SECRETARY

sign here



date

27 / 05 / 2014

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustees of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement, and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisition, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A to Form 604

This is Annexure A of 1 page referred to in Form 604 prepared by SPTS Technologies UK Limited in respect of BluGlass Limited and signed by me and dated:


print name RICHARD CRAVEN capacity COMPANY SECRETARY
sign here  date 27/05/2014

SPTS Associates

Name	Address
SPTS Technologies Sapphire Limited	Ringland Way, Newport, Gwent, Wales, NP182TA
SPTS Technologies Investments Limited	Ringland Way, Newport, Gwent, Wales, NP182TA
SPTS Technologies Holdings Limited	Ringland Way, Newport, Gwent, Wales, NP182TA
SPTS Technologies Group Limited	Ringland Way, Newport, Gwent, Wales, NP182TA
Bridgepoint Europe IV (Nominees) Limited	Ringland Way, Newport, Gwent, Wales, NP182TA

Annexure B to Form 604

This is Annexure B of 10 pages referred to in Form 604 prepared by SPIS Technologies UK Limited in respect of BluGlass Limited and signed by me and dated:

print name RICHARD CRAVEN capacity COMPANY SECRETARY
sign here  date 27/05/2014

Deed of Gift of Shares

This Agreement is made on

12 MAY

2014

Between:

- (1) **SPTS Technologies UK Limited** (registered in England and Wales with company number 07037812) whose registered office is at Ringland Way, Newport, Gwent NP18 2TA ("**SPTS**"); and
- (2) **Swansea University** (a registered charity No. 1138342) an academic institution which has its administrative offices at Singleton Park, Swansea SA2 8PP ("**Swansea**").

Background:

- (A) SPTS is the holder of certain Shares. The Shares are listed on the ASX. The Shares and the trading of the Shares are subject to, amongst other things, the ASX Rules.
- (B) For good and justified commercial reasons, SPTS wants to gift the Gift Shares to Swansea.
- (C) This Agreement sets out the terms on which the gift of the Gift Shares will take place.

This Agreement witnesses as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

For the purpose of this Agreement the following definitions shall apply:

"Agreement" means this agreement (including any schedule or annexure to it and any document referred to in it or in agreed form).

"ASX" means ASX Limited (ACN 008 624 691) or the securities market which it operates, as the context requires.

"ASX Rules" means the official listing rules of ASX.

"Company" means BluGlass Limited (ABN 20 116 825 793) whose registered office is at 74 Asquith Street, Silverwater, Sydney, NSW 2128.

"Gift Shares" means 6,440,842 Shares.

"Interest" means any legal or beneficial interest or any other interest in the Gift Shares.

"Shares" means fully paid up ordinary shares in the capital of the Company.

"Stock Transfer Form" means the issuer sponsored off market stock transfer form in the form substantially as attached to this Agreement as Appendix 1.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;

- (b) a reference to a statute or statutory provision includes:
- (i) any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) made under it;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement, except to the extent that it comes into force after the date of this Agreement and would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any party;
- (c) a reference to:
- (i) any **"party"** means any party to this Agreement as set out at the head of page 1 (and "parties" means all of the parties to this Agreement) and includes its successors in title and permitted assigns;
 - (ii) a **"person"** includes any individual, firm, corporation, body corporate, association or partnership, trust, unincorporated organisation, employee representative body, government or state or agency or department thereof, executors administrators or successors in title (whether or not having a separate legal personality);
 - (iii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
 - (iv) any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement;
- (d) general words shall not be given a restrictive meaning:
- (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing;
 - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words; and
- (e) references to time of day are to London times.

2. **Gift**

- 2.1 Subject to the terms of this Agreement, SPTS hereby for good and justifiable commercial reasons and on a bona fide arms length basis unconditionally and irrevocably gifts the Gift Shares to Swansea.
- 2.2 Upon the transfer of the Gift Shares to Swansea, SPTS shall have no further interest in the Gift Shares however arising.
- 2.3 Each party acknowledges that it has not been induced to enter into this Agreement and, having negotiated and freely entered into this Agreement, agrees that SPTS makes no warranty or representation to Swansea in relation to the Gift Shares, including without limitation:
- (a) the value (current or future) of the Gift Shares; and/or

- (b) the Company or the Company's business or business plan; and/or
- (c) Swansea's ability to generate income or sale proceeds from such Gift Shares

and Swansea accepts the gift of the Gift Shares from SPTS on that basis.

- 2.4 Upon the execution of this Agreement, SPTS shall execute the Stock Transfer Form and shall submit the executed Stock Transfer Form to Security Transfer Registrars Pty Limited to effect the transfer of the Gift Shares to Swansea. SPTS shall pay all fees that SPTS may incur in making the transfer to Swansea.
- 2.5 Swansea hereby undertakes that it shall be solely responsible for all and any costs that it may incur in connection with the receipt of the Gift Shares and/or in connection with the transfer of the Gift Shares from SPTS including but not limited to all and any stamp and other transfer duties and registration fees applicable to any document to which it is a party and which arise as a result of or in consequence of this Agreement and any other taxation that may become due from Swansea upon or following the transfer of the Gift Shares to Swansea.
- 2.6 Swansea understands that, without any obligation on Swansea and always at Swansea's sole and unencumbered discretion, it is SPTS' wish that any financial benefit or gain which Swansea (or any of its associates or partners) may derive from the Gift Shares (including but not limited to any dividends or any sale of all or any of the Gift Shares) shall be used for the benefit of Swansea's College of Engineering with a preference towards Microelectronics and Nanotechnology.

3. **No Liability**

- 3.1 Nothing in this Agreement shall limit or exclude SPTS liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or by or on the part of SPTS; and
- (c) anything else which it cannot by law limit or exclude its liability.

- 3.2 Swansea agrees that the transfer of the Gift Shares by SPTS to Swansea is a bona fide arms length gift made by SPTS for good and justifiable commercial reasons. Accordingly, SPTS' liability to Swansea in respect of or arising from:

- (a) the transfer of the Gift Shares to Swansea (including without limitation any failure by SPTS to transfer the Gift Shares to Swansea); and/or
- (b) any subsequent dealings in the Gift Shares by Swansea (or any of its associates or partners); and/or
- (c) this Agreement,

shall be limited to a sum equal to £100 in aggregate. Having taken independent advice both parties agree that this limitation of liability is reasonable.

- 3.3 Without limitation to clauses 3.1 or 3.2, SPTS will not be liable for the following loss or damage, whether arising in tort (including negligence), contract or breach of statutory duty, and even if foreseeable by SPTS:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of contracts;

- (d) loss of revenue;
- (e) loss of goodwill;
- (f) loss of production;
- (g) loss of anticipated savings;
- (h) loss arising from any claim made against Swansea by any other person; or
- (i) any indirect or consequential loss.

4. **Anti Bribery**

4.1 Swansea confirms and agrees and warrants that:

- (a) it complies with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**") and shall continue to do so;
- (b) it has in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (c) it has not received any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement and it shall promptly report to SPTS any request or demand for any such undue financial or other advantage of any kind received by Swansea in connection with the performance of this Agreement; and
- (d) it has not provided or offered and shall not provide or offer a benefit to any director, employee, agent, consultant or subcontractor of SPTS which is not legitimately due to that person with the intention of influencing that person in the exercise of his or her duties whether or not such provision or offer of benefit is in connection with the performance of this Agreement or otherwise.

5. **General**

5.1 **Entire agreement**

This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

5.2 **Assignment**

This Agreement shall be binding upon and enure for the benefit of the successors in title of the parties but shall not be assignable by any party without the prior written consent of the other.

5.3 **Variation**

No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

5.4 **Invalidity**

To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

5.5 **Releases and waivers**

- (a) Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- (b) No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

5.6 **Further assurance**

Each party shall execute such documents and take such steps as the other party may reasonably require to fulfil the provisions of and to give to each party the full benefit of this Agreement.

5.7 **Counterparts**

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, which may include faxed copies but shall not be effective until each party has executed at least one counterpart.
- (b) Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

5.8 **Costs and expenses**

Except as set out in clause 2, each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Agreement.

5.9 **Confidentiality**

- (a) Except as referred to in sub-clause (b), each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement, to any other party or the negotiations relating to this Agreement.
- (b) Any party may disclose information which would otherwise be confidential if and to the extent:
 - (i) it is required to do so by law or any securities exchange or regulatory or governmental body to which it is subject wherever situated;
 - (ii) it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
 - (iii) the information has come into the public domain through no fault of that party;
or
 - (iv) each party to whom it relates has given its consent in writing.

5.10 **Third Parties Act**

No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

6. Notices

6.1 Form of Notice

Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery to the address of the party as set out on page 1 of this Agreement or as otherwise notified in writing from time to time.

6.2 Deemed service

Except as referred to in sub-clause 6.3, a notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally; and
- (b) 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address.

If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at the opening of business on the next business day of that country.

6.3 Exceptions

The deemed service provisions set out in sub-clause 6.2 do not apply to a notice served by post, if there is a national or local suspension, curtailment or disruption of postal services which affects the collection of the notice or is such that the notice cannot reasonably be expected to be delivered within 48 hours or 96 hours (as appropriate) after posting.

6.4 Proof of service

In proving service it will be sufficient to prove:

- (a) in the case of personal service, that it was handed to the party or delivered to or left in an appropriate place for receipt of letters at its address; and
- (b) in the case of a letter sent by post, that the letter was properly addressed, stamped and posted.

6.5 Delaying service

A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

7. Announcements

Save as required by law or the rules of any regulatory or government body to which such party is subject, including without limitation any stock exchange on which the Shares are listed, no announcement concerning the terms of this Agreement shall be made by or on behalf of either party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

8. Governing law and jurisdiction

8.1 Governing law

This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

8.2 ***Jurisdiction***

The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

In witness this Agreement has been executed as a deed and delivered on the date appearing at the head of page 1.

Executed as a Deed
(but not delivered until the date
appearing at the head of page 1)
by **SPTS Technologies UK Limited**
acting by **Richard Rees**, a director
in the presence of:

)
)
)
)
)
)


Director

Signature of witness: 

Name: **RICHARD CARSTEN**

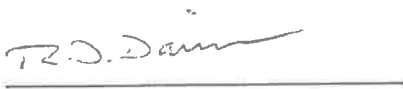
Address: **6 PARSON ACRE COURT
PORTSMOUTH
BOSNIA**

Occupation: **SOLICITOR**

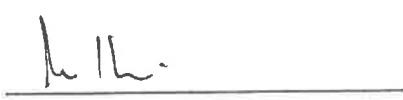
Executed as a Deed
(but not delivered until the date
appearing at the head of page 1)
by **Swansea University**
by affixing its Common Seal
in the presence of:-

)
)
)
)
)
)





Authorised Officer



Authorised Officer

Appendix 1
(Stock Transfer Form)



PRESS RELEASE:

SPTS Technologies Presents Swansea University with £600K Gift

Leading Original Equipment Maker for the Semiconductor Industry Supports the Department of Research and Innovation with Gift of Shares in BluGlass Limited

Newport, United Kingdom, 28 May, 2014 – SPTS Technologies UK Ltd, a supplier of advanced wafer processing solutions for the global semiconductor industry and related markets, today announced a significant gift to Swansea University, a world-class research led university, of over £600,000 worth of shares in BluGlass Limited (ASX:BLG), a green Australian public company established to commercialize innovative semiconductor technology.

“SPTS has strong ties with Swansea University, and has benefited from the knowledge exchange projects through the University’s Department of Research and Innovation (DRI),” stated William Johnson, CEO at SPTS. “The DRI which acts as the bridge between industry and academia has enabled us to extend the scope of our research beyond our existing markets and gain access to funding, which has proven invaluable to our R&D teams. This gift of shares in BluGlass is our way to pay back by ‘paying it forward’ to the University in not just the current value of the shares but the potential future value of BluGlass and the opportunities for potential collaboration between Swansea University, BluGlass and Sydney’s Macquarie University.”

Current collaboration with Swansea University includes a Technology Strategy Board (TSB) funded project for the development of micro-needles for bio-medical applications. The project which includes process equipment from SPTS for the University’s clean room facility was instrumental in developing a design for manufacturing quality packaged micro-needles which are achieving a 100% success rate in initial testing.

“Swansea University are absolutely delighted by this gift and indeed with the highly successful and ongoing collaboration with SPTS and the University’s College of Engineering, particularly the work being done with Dr Owen Guy, Associate Professor,” commented Dr Gerry Ronan, Head of IP at Swansea University. As a University we pride ourselves on our ability to collaborate with industry and this is an enlightened and most welcome way of strengthening such relationships.”

Johnson added, "SPTS is at the forefront of micro-device process and manufacturing technology, and we remain committed to investing in R&D to ensure market competitiveness and industry sustainability. Our gift to Swansea University underpins our ongoing commitment to supporting the success of the Department of Research and Innovation, and we are proud to be able to support future generations of engineers and researchers at this world-class research-led institution."

BluGlass, which evolved out of Sydney's Macquarie University, has developed breakthrough semiconductor technology called remote plasma chemical vapour deposition (RPCVD), for the production of high efficiency devices such as light emitting diodes (LEDs) and concentrated solar cells. RPCVD has several potential advantages over current manufacturing techniques and through its low temperature deposition offers manufacturers higher performing devices and lower cost manufacturing.

About SPTS Technologies

SPTS Technologies (a Bridgepoint portfolio company) designs, manufactures, sells, and supports etch, PVD, CVD and thermal wafer processing solutions for the MEMS, advanced packaging, LEDs, high speed RF on GaAs, and power management device markets. With manufacturing facilities in Newport, Wales, Allentown, Pennsylvania, and San Jose, California, the company operates across 19 countries in Europe, North America and Asia-Pacific. For more information about SPTS Technologies, please visit www.spts.com

Company Contact: Destanie Clarke, Tel: +44 7951 203278, Destanie.Clarke@spts.com

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