

Company No. 10999086
ARTICLES OF ASSOCIATION
of
Bankingly Ltd

(Adopted by special resolution passed on 20 June 2023)

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ARTICLES OF ASSOCIATION

OF

BANKINGLY LTD ("Company")

(Adopted by special resolution passed on 20 June 2023)

1. Definitions and interpretation

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles ("**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following articles.
- 1.2 In these articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these articles:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these articles;
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
 - (d) reference to "**issued Shares**" of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
 - (e) reference to the "**holders**" of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.
- 1.4 Where there is reference to Series A Shares or Series A1 Shares under these articles, this reference shall be treated, where appropriate in the context, on an as converted basis if the Conversion Ratio has been adjusted.

2. Definitions

In these articles the following words and expressions shall have the following meanings:

"Accepting Shareholder" has the meaning given to it in article 18.5;

"Act" means the Companies Act 2006 (as amended from time to time);

"Acting in Concert" has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

"Anti-Dilution Shares" shall have the meaning given in article 10.1;

"Arrears" means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient Available Profits to pay such dividend or sums, together with all interest and other amounts payable on that Share;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);

"Associate" in relation to any person means:

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined);
- (b) any Member of the same Group;

"Auditors" means the auditors of the Company from time to time;

"Available Profits" means profits available for distribution within the meaning of part 23 of the Act;

"Bad Leaver" means a person who ceases to be an Employee as a consequence of:

- (a) such person's resignation as an Employee at any time during the two years following the Date of Adoption, except in circumstances which constitute a constructive, wrongful and/or unfair dismissal save in the case that unfair dismissal is as a result of a procedural defect; or
- (b) that person's dismissal as an Employee for cause, where "cause" shall mean the lawful termination of that person's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person's gross misconduct or fraud;

"Board" means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these articles;

"Bonus Issue" or **"Reorganisation"** means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the Series A Shareholders and Series A1 Shareholders) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than for Series A Shares or Series A1 Shares, as relevant) or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in article 12.6;

"Business Day" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"Called Shareholder" has the meaning given to it in article 20.1;

"Called Shares" has the meaning given to it in article 20.2;

"Civil Partner" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

"Company" means Bankingly Ltd;

"Company's Lien" has the meaning given in article 34.1;

"Conditions" has the meaning given in article 9.1;

"Controlling Interest" means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010;

"Conversion Date" has the meanings given in article 9.1 and article 9.4 (as applicable);

"Conversion Ratio" has the meaning given in article 9.5;

"Co-Sale Notice" has the meaning given to it in article 19.2;

"CTA 2010" means the Corporation Tax Act 2010;

"Dalus CKD" means the trust numbered F/2839 created for the issuance of "Certificados Bursátiles Fiduciarios de Desarrollo" on the Mexican Stock Exchange ("BMV") for which "Banco Invex, Sociedad Anónima, Institución de Banca Múltiple, Invex Grupo Financiero" acts as Trustee;

"Dalus Director" means the director appointed in accordance with article 26.1(a);

"Dalus Vehicles" means Dalus CKD, Dalus Capital Fund II, L.P., DS Patrimonio S.A. de C.V. and Patrimonio SACO, S.A.P.I. de C.V.;

"Date of Adoption" means the date on which these articles were adopted;

"D1 Conversion Date" means the date that the Employees Shares convert into D1 Shares pursuant to Article 17.15;

"D1 Shares" means the non-voting D1 shares of \$1.00 each in the capital of the Company from time to time;

"D1 Shareholder" means and holder of D1 Shares from time to time;

"Drag Along Notice" has the meaning given to it in article 20.2;

"Drag Along Option" has the meaning given to it in article 20.1;

"Drag Completion Date" has the meaning given to it in article 20.6;

"Drag Consideration" has the meaning given to it in article 20.4;

"Director(s)" means a director or directors of the Company from time to time;

"electronic address" has the same meaning as in section 333 of the Act;

"electronic form" and **"electronic means"** have the same meaning as in section 1168 of the Act;

"Effective Termination Date" means the date on which the Employee's employment or consultancy terminates;

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

"Employee" means an individual who is employed by or who provides consultancy services to, the Company or any member of the Group;

"Employee Shares" in relation to an Employee means all Shares held by:

(a) the Employee in question; and

(b) any Permitted Transferee of that Employee other than those Shares held by those persons that an Investor Majority declares itself satisfied were not acquired directly or indirectly from the Employee or by reason of that person's relationship with the Employee;

other than Shares that an Employee holds as result of exercising option(s) under any Share Option Plan(s).

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Equity Holder" has the meaning given to it in article 19.2;

"Equity Securities" has the meaning given in sections 560(1) to (3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

"Exercising Investor" means any Investor who exercises its rights to acquire Anti-Dilution Shares in accordance with article 10.1;

"Exit" means a Share Sale, an Asset Sale or an IPO;

"Expert Valuer" is as determined in accordance with article 16.1;

"Fair Value" is as determined in accordance with article 16.3;

"Family Trusts" means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

"Financial Year" has the meaning set out in section 390 of the Act;

"Founder and Entrepreneur" means Martin Naor Costa;

"Founder Director" means the director appointed in accordance with Article 26.1(d);

"Fractional Holders" has the meaning given in article 9.8;

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities;

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **"Group Company"** shall be construed accordingly and **"a Member of the same Group"** means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

"hard copy form" has the same meaning as in section 1168 of the Act;

"Holding Company" means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;

"IDB" means the Inter-American Development Bank, as Administrator of the Multilateral Investment Fund;

"Investor Directors" means the Dalus Director, the Series A Director and the Oikocredit Director;

"Investor Majority" means the holders of at least 50 per cent of each of the (i) Series A Shares (by number) from time to time and (ii) Series A1 Shares (by number) from time to time which must include Oikocredit and at least one of the Dalus Vehicles;

"Investor Majority Consent" means the prior written consent of the Investor Majority;

"Investors" means the holders of the Series A Shares and/or Series A1 Shares;

"IPO" means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003;

"Issue Price" means the price at which the relevant Share is issued, including any premium, provided that the Issue Price of any Anti-Dilution Shares shall be deemed to be the Issue Price of those Shares held by a Shareholder which carried the right to have issued such Anti-Dilution Shares;

"Lien Enforcement Notice" has the meaning given in article 34.3;

"Major Investor" means (i) a shareholder (other than the Founder and Entrepreneur and/or his Permitted Transferees) who holds at least 5% of the Shares and (ii) the Dalus Vehicles (and their Permitted Transferees), collectively, provided they together hold at least 5% of the Shares, and **"Major Investors"** shall be construed accordingly;

"a Member of the same Fund Group" means if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an **"Investment Fund"**) or is a nominee of that Investment Fund:

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);
- (b) any Investment Fund managed or advised by that Fund Manager;
- (c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa.

"NASDAQ" means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;

"New Equity Financing" means any future equity funding round(s) in the Company which take place after the Date of Adoption;

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in article 12.6) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption;

"Offer" has the meaning set out in article 18.2;

"Offer By Way of Rights" has the meaning set out in article 9.10;

"Offer Period" has the meaning set out in article 18.3;

"Oikocredit" means OIKOCREDIT, Ecumenical Development Cooperative Society U.A.;

"Oikocredit Director" means the director appointed in accordance with article 26.1(e);

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares (but excludes the Company holding Treasury Shares);

"Ordinary Shares" means the ordinary shares of \$1.00 each in the capital of the Company from time to time;

"Permitted Transfer" means a transfer of Shares in accordance with article 14;

"Permitted Transferee" means:

- (a) in relation to a Shareholder who is an individual, any of their Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group; or
- (c) in relation to a Shareholder which is a fund and/or investment vehicle, a Member of the same Fund Group;

"Preference Amount" means the price paid up on each share (including any premium);

"Privileged Relation" in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue);

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration and any other consideration which, having regard to the substance of the transaction as a whole, can be reasonably regarded as an addition to the price paid or payable for the Shares being sold) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by Investor Majority Consent;

"Proposed Purchaser" means a bona fide proposed purchaser who at the relevant time has made an offer on arm's length terms;

"Proposed Sale Date" has the meaning given in article 18.3;

"Proposed Sale Notice" has the meaning given in article 18.3;

"Proposed Sale Shares" has the meaning given in article 18.3;

"Proposed Seller" means any person proposing to transfer any shares in the capital of the Company;

"Proposed Transfer" has the meaning given in article 18.1;

"Qualifying Company" means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010);

"Qualifying Issue" means an issue by the Company of New Securities at a price per New Security which equates to less than the Starting Price (which in the event that the New Security was not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities);

"Qualifying Person" has the meaning given in section 318(3) of the Act;

"Realisation Price" means the value of each Ordinary Share (excluding Treasury Shares) in issue immediately prior to an IPO, determined by reference to the price per share at which Ordinary Shares are to be offered for sale, placed or otherwise marketed pursuant to such IPO;

"ROFO Notice" has the meaning given to it in article 15.2;

"ROFO Notice Period" has the meaning set out in article 15.4;

"ROFO Offer Notice" has the meaning set out in article 15.6;

"ROFO Seller" has the meaning set out in article 15.2;

"ROFO Shares" has the meaning set out in article 15.2;

"Sale Shares" has the meaning given to it in article 17.5;

"Seller" has the meaning set out in article 17.5;

"Sellers' Shares" has the meaning set out in article 20.1;

"Selling Shareholder" has the meaning set out in article 19.1;

"Series A Director" means the director appointed pursuant to article 26.1(b);

"Series A Shareholder" means a holder of a Series A Share (but excludes the Company holding Treasury Shares);

"Series A Shares" means the Series A convertible preference shares of \$1.00 each in the capital of the Company from time to time;

"Series A Starting Price" means the lowest amount paid up on or credited as paid up on a Series A Share by the Investor (if applicable, adjusted as referred to in article 10.3);

"Series A1 Majority" means the holders of at least 50 per cent of the Series A1 Shares (by number) from time to time which must include Oikocredit and at least one of the Dalus Vehicles;

"Series A1 Majority Consent" means the prior written consent of the Series A1 Majority;

"Series A1 Shareholder" means a holder of a Series A1 Share (but excludes the Company holding Treasury Shares);

"Series A1 Shares" means the Series A1 convertible preference shares of \$1.00 each in the capital of the Company from time to time;

"Series A1 Starting Price" means the lowest amount paid up on or credited as paid up on a Series A1 Share by the Investor (if applicable, adjusted as referred to in article 10.7);

"Shareholder" means any holder of any Shares (but excludes the Company holding Treasury Shares);

"Share Plan" means the stock settled stock appreciation rights program of the Company;

"Shares" means the Ordinary Shares, the D1 Shares (if any), the Series A Shares and the Series A1 Shares from time to time;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;

"Shareholders' Agreement" means the amended and restated subscription and shareholders' agreement dated on or around the Date of Adoption between the (1) the New Investors, (2) the Existing Investors, (3) the Founder and Entrepreneur, (4) the Existing Shareholders, and (5) the Company (as defined therein) (as may be amended, varied and restated or supplemented from time to time);

"Specified Price" has the meaning set out in article 18.7;

"Subsidiary", "Subsidiary Undertaking" and "Parent Undertaking" have the respective meanings set out in sections 1159 and 1162 of the Act;

"Transfer Notice" shall have the meaning given in article 17.5;

"Transfer Price" means the price for the sale of any Shares pursuant to a Transfer Notice;

"Treasury Shares" means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act; and

"Trustees" in relation to a Shareholder means the trustee or the trustees of a Family Trust.

3. Share capital

- 3.1 In these articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 Except as otherwise provided in these articles, the Series A1 Shares, the Series A Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.3 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from article 22(2) of the Model Articles.
- 3.4 Subject to Investor Majority Consent (which shall not be required in relation to any share buybacks expressly contemplated in the Agreement) and the Act, the Company may purchase its own Shares with cash to the extent permitted by section 692(1ZA) or 692(2) of the Act.
- 3.5 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".
- 3.6 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 3.7 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
 - (a) receive notice of or to attend or vote at any general meeting of the Company;
 - (b) receive or vote on any proposed written resolution; and
 - (c) receive a dividend or other distribution,save as otherwise permitted by section 726(4) of the Act.

4. Dividends

- 4.1 The Company shall not distribute Available Profits in respect of any Financial Year unless the Board determine otherwise and provided such decision by the Board including the affirmative vote of the Founder and Entrepreneur and Investor Majority Consent.

- 4.2 If Any Available Profits are to be distributed in respect of any Financial Year pursuant to article 4.1 they will be distributed among the holders of the Shares (*pari passu* as if the Shares constituted one class of share) pro rata to their respective holdings of Shares.
- 4.3 Subject to the Act and these articles, the Board may, provided such decision by the Board includes the affirmative vote of the Founder and Entrepreneur and Investor Majority Consent, pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 4.5 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.6 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 4.7 If:
- (a) a Share is subject to the Company's Lien; and
 - (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company shall notify the distribution recipient in writing of:
- (i) the fact and sum of any such deduction;
 - (ii) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
 - (iii) how the money deducted has been applied.
- 4.8 Article 31(1) of the Model Articles shall be amended by:
- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and
 - (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

5. Liquidation preference

- 5.1 On a distribution of assets on a liquidation, dissolution, winding up or a return of capital (other than a conversion or redemption of Shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so):
- (a) first, in paying to each of the Series A1 Shareholders in respect of their A1 Shares and D1 Shareholders in respect of any A1 Shares that have been converted to D1 Shares (for the purpose of this clause "**D1A1 Shares**") (if any), in priority to any other classes of Shares, an amount per share held equal to the relevant Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per share equal to the relevant Preference Amount, the remaining surplus assets shall be distributed to the Series A1 Shareholders and D1 Shareholders pro rata to their respective holdings of Series A1 Shares or D1A1 Shares);
 - (b) second, in paying to each of the Series A Shareholders in respect of their A Shares and D1 Shareholders in respect of any Series A Shares that have been converted to D1 Shares (for the purpose of this clause "**D1A Shares**") (if any), in priority to any other classes of Shares, an amount per share held equal to the relevant Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per share equal to the relevant Preference Amount, the remaining surplus assets shall be distributed to the Series A Shareholders and D1 Shareholders pro rata to their respective holdings of Series A Shares or D1A Shares); and
 - (c) the balance of the surplus assets (if any) shall be distributed among the holders of Ordinary Shares in respect of their Ordinary Shares and D1 Shareholders in respect of any Ordinary Shares that have been converted to D1 Shares (for the purpose of this clause "**D1 Ordinary Shares**") pro rata to the number of Ordinary Shares or D1 Ordinary Shares held.

6. Exit provisions

- 6.1 On a Share Sale the Proceeds of Sale shall be distributed *pari passu* to each shareholder who sells any of their Shares pro rata to the number of their Shares sold as a proportion of the aggregate number of Shares sold by all selling Shareholders in the order of priority set out in article 5 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:
- (a) the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out at article 6.1 above; and
 - (b) the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out at article 6.1 above.

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out at article 6.1 above.

- 6.2 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out at article 6.1 above provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these articles, the Shareholders shall take any action required by an Investor Majority (including, but without prejudice to the generality of this article 6.2, actions that may be necessary to put the Company into voluntary liquidation) so that a liquidation or return of capital (pursuant to article 5) applies.

7. Votes in general meeting and written resolutions

- 7.1 The Series A1 Shares and the Series A Shares shall confer on each holder of Series A1 Shares and Series A Shares respectively the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.3 The D1 Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 7.4 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.
- 7.5 No voting rights attached to a Share which is nil paid or partly paid may be exercised:
- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - (b) on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that share have been paid.

8. Consolidation of Shares

- 8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall their title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may

have any preference or advantage or be subject to any restriction as compared with the others.

9. Conversion

9.1 Any holder of Series A Shares, Series A1 Shares or Series D1 Shares that have been converted from Series A Shares or Series A1 Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Series A Shares, Series A1 or D1 Shares held by them at any time and those Series A Shares, Series A1 Shares or D1 Shares shall convert automatically on the date of such notice ("**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series A Shares and/or Series A1 Shares and/or D1 Shares into Ordinary Shares is conditional upon the occurrence of one or more events ("**Conditions**").

9.2 Upon:

- (a) the occurrence of an IPO which will deliver to the Company a net subscription amount in respect of new Ordinary Shares issued at the time of the IPO with (i) gross proceeds of not less than \$50,000,000 and (ii) an amount that is not less than five times the total Preference Amount of the Series A1 Shares (and relevant D1 Shares); or
- (b) written notice by the Investor Majority requesting conversion of all Series A Shares, all of the Series A1 Shares and all of the D1 Shares,

all of the fully paid Series A Shares and Series A1 Shares and D1 Shares shall automatically convert into Ordinary Shares.

9.3 In the case of:

- (a) article 9.1, not more than five Business Days after the Conversion Date; or
- (b) in the case of article 9.2(a), at least five Business Days prior to the occurrence of the IPO; or
- (c) in the case of article 9.2(b), at least five Business Days after the date of such notice,

each holder of the relevant Series A Shares, Series A1 Shares and or D1 Shares shall deliver the certificate (or an indemnity for lost certificate in a form reasonably acceptable to the Board) in respect of the Series A Shares, the Series A1 Shares and/or the relevant D1 Shares being converted to the Company at its registered office for the time being.

9.4 Where conversion is mandatory on the occurrence of an IPO pursuant to article 9.2, that conversion will be effective only immediately prior to and conditional upon such IPO (and "**Conversion Date**" shall be construed accordingly) and, if such fully underwritten IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under article 9.1, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.

9.5 On the Conversion Date, the relevant Series A Shares, Series A1 Shares and/or D1 Shares shall without further authority than is contained in these articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each Series A Share, Series A1 Share and D1 Share held ("**Conversion Ratio**"), and the Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary Shares.

- 9.6 The Company shall on the Conversion Date enter the holder of the converted Series A Shares and/or Series A1 Shares and/or D1 Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series A Shares in accordance with this article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Series A Shares and/or Series A1 Shares by post to their address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 9.7 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this article:
- (a) if Series A Shares, Series A1 Shares and or D1 Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Investor Majority Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series A Shareholder and/or Series A1 Shareholder and/or D1 Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division; and
 - (b) if Series A Shares, Series A1 Shares or D1 Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Investor Majority Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series A Shareholder and/or Series A1 Shareholder and/or D1 Shareholder is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.
- 9.8 If any Series A Shareholder and/or Series A1 Shareholder and/or D1 Shareholder becomes entitled to fractions of an Ordinary Share as a result of conversion ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.
- 9.9 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with article 9.7, or if so requested by the Investor Majority, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.
- 9.10 If Series A Shares, Series A1 Shares and/or D1 Shares remain capable of being converted into new Ordinary Shares and Ordinary Shares are offered by the Company by way of rights to holders of Ordinary Shares ("**Offer By Way of Rights**"), the Company shall on the making of each such offer, make a like offer to each Series A Shareholder, Series A1 Shareholder and/or D1 Shareholder as if immediately before the record date for the Offer By Way Of Rights, their Series A Shares, Series A1 Shares or D1 Shares

(as applicable) had been converted into fully-paid Ordinary Shares at the then applicable Conversion Ratio.

10. Anti-Dilution protection

Series A

- 10.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Series A Starting Price ("**Series A Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that any of the holders of Series A Shares shall have specifically waived their rights under this article in writing issue to each holder of Series A Shares and ("**Exercising Series A Investor**") a number of new Series A Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with article 10.3 ("**Anti-Dilution Series A Shares**"):

$$N = \left(\left(\frac{SIP}{WA} \right) \times Z \right) - Z$$

Where:

N = Number of Anti-Dilution Shares to be issued to the Exercising Series A Investor.

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = Series A Starting Price of the Exercising Series A Investor;

ESC = the number of Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Series A Qualifying Issue;

QISP = the lowest per share price of the New Securities issued pursuant to the Series A Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non cash consideration for the allotment of the New Security);

NS = the number of New Securities issued pursuant to the Series A Qualifying Issue; and

Z = the number of Series A Shares held by the Exercising Series A Investor prior to the Series A Qualifying Issue.

- 10.2 The Anti-Dilution Series A Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or the Exercising Series A Investors shall agree otherwise, in which event the Exercising Series A Investors shall be entitled to subscribe for the Anti-Dilution Series A Shares in cash at par (being the par value approved in advance by

Investor Majority Consent) and the entitlement of such Series A Exercising Investors to Anti-Dilution Series A Shares shall be increased by adjustment to the formula set out in article 10.1 so that the Series A Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Series A Exercising Investor as to the effect of article 10.1 or this article 10.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Series A Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Series A Exercising Investor; and

- (b) subject to the payment of any cash payable pursuant to article 10.2(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Series A Shares, within five Business Days of the expiry of the offer being made by the Company to the Series A Exercising Investor and pursuant to article 10.2(a).

10.3 In the event of any Bonus Issue or Reorganisation, the Series A Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the Investors (acting by way of Investor Majority Consent) within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Investors (acting by way of Investor Majority Consent) cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

10.4 For the purposes of this article 10 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

Series A1

10.5 If New Securities are issued by the Company at a price per New Security which equates to less than the Series A1 Starting Price ("**Series A1 Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that any of the holders of Series A1 Shares shall have specifically waived their rights under this article in writing issue to each holder of Series A1 Shares and ("**Exercising Series A1 Investor**") a number of new Series A1 Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with article 10.3 ("**Anti-Dilution Series A1 Shares**"):

$$N = \left(\left(\frac{SIP}{WA} \right) \times Z \right) - Z$$

Where:

N = Number of Anti-Dilution Shares to be issued to the Exercising Series A1 Investor.

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = Series A1 Starting Price of the Exercising Series A1 Investor;

ESC = the number of Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Series A1 Qualifying Issue;

QISP = the lowest per share price of the New Securities issued pursuant to the Series A1 Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non cash consideration for the allotment of the New Security);

NS = the number of New Securities issued pursuant to the Series A1 Qualifying Issue; and

Z = the number of Series A1 Shares held by the Exercising Series A1 Investor prior to the Series A1 Qualifying Issue.

10.6 The Anti-Dilution Series A1 Shares shall:

(a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or the Exercising Series 1A Investors shall agree otherwise, in which event the Exercising Series A1 Investors shall be entitled to subscribe for the Anti-Dilution Series A1 Shares in cash at par (being the par value approved in advance by Investor Majority Consent) and the entitlement of such Series A1 Exercising Investors to Anti-Dilution Series A1 Shares shall be increased by adjustment to the formula set out in article 10.1 so that the Series A1 Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Series A1 Exercising Investor as to the effect of article 10.1 or this article 10.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Series A1 Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Series A1 Exercising Investor; and

(b) subject to the payment of any cash payable pursuant to article 10.2(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Series A1 Shares, within five Business Days of the expiry of the offer being made by the Company to the Series A1 Exercising Investor and pursuant to article 10.2(a).

10.7 In the event of any Bonus Issue or Reorganisation, the Series A1 Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the Investors (acting by way of Investor Majority Consent) within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Investors (acting by way of Investor Majority Consent) cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

10.8 For the purposes of this article 10 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

11. Variation of rights

11.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either

whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent. in nominal value of the issued shares of that class save that, in addition, the special rights attaching to the Series A Shares or Series A1 Shares may only be varied or abrogated with Investor Majority Consent.

- 11.2 The creation of a new class of shares which has preferential rights to any existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

12. Allotment of new shares or other securities: pre-emption

- 12.1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.

- 12.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to the Major Investors ("**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu basis (as if the Shares constituted one and the same class). The offer:

- (a) shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) ("**Subscription Period**") and give details of the number and subscription price of the New Securities; and
- (b) may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe.

- 12.3 The proportion of New Securities that each Subscriber may elect to purchase shall be calculated as a pro rata proportion of the number of Shares (as if the Shares constituted one and the same class) held by such Subscriber (as nearly as may be without involving fractions) divided by the total Shares in issue.

- 12.4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers.

- 12.5 Subject to the requirements of articles 12.2 to 12.4 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that the allotment or grant to that person must be approved in writing by Investor Majority Consent.

- 12.6 The provisions of articles 12.2 to 12.5 (inclusive) shall not apply to:

- (a) any form of subscription for Ordinary Shares under the Share Plan;
- (b) New Securities issued or granted in order for the Company to comply with its obligations under these articles including, but not limited to the Anti-Dilution Shares;
- (c) New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved by the Board (including the

affirmative votes of each of the Founder and Entrepreneur and the Investor Directors;

- (d) New Securities issued as a result of a bonus issue of shares which has been approved in writing by Investor Majority Consent; and
- (e) Shares or options for Shares issued or granted to the Investors in accordance with the terms of the Shareholders' Agreement.

12.7 Any New Securities offered under this article 12 to an Investor may be accepted in full or part only by a Member of the same Group as the Investor.

12.8 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board (having taken tax advice) is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.

13. Transfers of Shares – general

13.1 In articles 13 to 20 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.

13.2 No Share may be transferred unless the transfer is made in accordance with these articles, and for the avoidance of doubt, unless otherwise expressly set out in these Articles, any Major Investor may transfer all or any of its Shares without restriction as to price or otherwise, except that the transferee shall not be a prohibited transferee as defined in the Shareholders Agreement.

13.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.

13.4 Any transfer of a Share by way of sale which is required to be made under articles 15 to 20 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.

13.5 Other than Permitted Transfers or unless express provision is made in these articles to the contrary, no Shares held by the Founder and Entrepreneur and/or any of its respective Permitted Transferees shall be transferred without Investor Majority Consent during the first two years after the Date of Adoption, which consent may be conditional upon compliance with articles 15 to 20. Notwithstanding the foregoing provisions of this article 13.5 the Founder and Entrepreneur shall be entitled on each equity fundraising undertaken by the Company in which the Company raises at least \$5,000,000 to sell up to 10% of the Shares held by him at such time.

13.6 The Directors may refuse to register a transfer if:

- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
- (b) the Board (including, save where the transfer is being made by Elevar, the affirmative vote of the Series A Director) is of the opinion on reasonable grounds and determine in their absolute discretion that such transfer to the proposed transferee (or a nominee for a person) is reasonably likely to be detrimental to the Company and/or the existing Shareholders as a result of such transferee's

business operating in competition with (or otherwise is likely to materially conflict with) the business of the Company or with a Subsidiary Undertaking of the Company;

- (c) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board (having taken tax advice) is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
- (d) it is a transfer of a Share which is not fully paid and on which Share the Company has a lien (unless such transferor has agreed to pay up any unpaid amount on such Share prior to the transfer taking place);
- (e) the instrument of transfer relating to such transfer is not lodged at the registered office of the Company (or at such other place as the Directors may appoint);
- (f) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; or
- (g) these articles otherwise provide that such transfer shall not be registered.

If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

- 13.7 The Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require.
- 13.8 To enable the Directors to determine whether or not there has been any disposal of Shares (or any interest in Shares) in breach of these articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in writing of that fact and that subject to article 13.9 the relevant Shares shall cease to confer upon the holder of them any rights (including in respect of voting or returns of capital) and the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.
- 13.9 The loss of rights referred to in article 13.8 above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer as directed by the Board pursuant to article 13.8 above.
- 13.10 If a Transfer Notice is deemed to have been given under these articles, the Transfer Notice, unless otherwise specified in the articles, will be treated as having specified that

it relates to all Shares held by such defaulting Shareholder and the Transfer Price for the Sale Shares will be as agreed between the Board and the Seller.

- 13.11 Failing agreement of the Transfer Price for the Sale Shares (as referred to in article 13.10 above) within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, the Transfer Price will be the Fair Value of the Sale Shares.
- 13.12 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor (and, to the extent any of the Shares is partly or nil paid, the transferee).
- 13.13 All Shareholders may transfer all or any of their Shares to a Permitted Transferee without restriction as to price or otherwise.

14. Permitted Transfers

- 14.1 Notwithstanding any other transfer provisions set out in these articles and/or the Shareholders' Agreement, any Shareholder may transfer all or any of their Shares to a Permitted Transferee without restriction as to price or otherwise.
- 14.2 Shares previously transferred as permitted by article 14.1 may be transferred by the transferee to any other Permitted Transferee of the Founder and Entrepreneur without restriction as to price or otherwise provided that the transfer of Ordinary Shares under this article 14.1 shall require approval of the Board (not to be unreasonably withheld).
- 14.3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.
- 14.4 Trustees may:
 - (a) transfer Shares to a Qualifying Company; or
 - (b) transfer Shares to the Founder and Entrepreneur or to another Permitted Transferee of the Founder and Entrepreneur; or
 - (c) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 14.5 No transfer of Shares may be made to Trustees unless the Board is satisfied:
 - (a) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (b) with the identity of the proposed trustees;
 - (c) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

- 14.6 If a Permitted Transferee who is a Qualifying Company of a Shareholder ceases to be a Qualifying Company of the Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Shareholder (or, to any Permitted Transferee of the Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board) to have given a Transfer Notice in respect of such Shares.
- 14.7 If a Permitted Transferee who is a spouse or Civil Partner of the Shareholder ceases to be a spouse or Civil Partner of the Shareholder whether by reason of divorce or otherwise she must, within 15 Business Days of so ceasing either:
- (a) execute and deliver to the Company a transfer of the Shares held by her to the Shareholder (or, to any Permitted Transferee of the Shareholder) for such consideration as may be agreed between them; or
 - (b) give a Transfer Notice to the Company in accordance with article 17.5,
- failing which she shall be deemed to have given a Transfer Notice.
- 14.8 On the death (subject to article 14.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) their personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the relevant transferor Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Shareholder, to any Permitted Transferee of the Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 14.9 Subject to article 19, a transfer of any Shares approved by the Board may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 14.10 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board (including the affirmative vote of the Founder and Entrepreneur and the Investor Directors).
- 14.11 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person subject to any other rights and/or restrictions set out in these articles.

15. Transfers of Shares subject to pre-emption rights

- 15.1 Save where the provisions of articles 14, 19 and 20 and/or clause 13.2 of the Shareholders Agreement apply and subject to compliance with article 13.5 any transfer of Shares shall be subject to the pre-emption rights contained in this article 15.
- 15.2 If either:
- (a) the Founder and Entrepreneur wishes (or is required under these articles) to transfer Shares; or

- (b) save for with Series A1 Majority Consent, any Shareholder wishes to transfer more than one per cent of the Ordinary Shares of the Company,

(in each case a **"ROFO Seller"**) they shall, except as otherwise provided in these articles, before transferring or agreeing to transfer any Shares give notice in writing (a **"ROFO Notice"**) to the Company and the Series A1 Shareholders stating their intention to transfer Shares, any applicable price that they wish to offer (which shall be at the sole discretion of the ROFO Seller) and specifying the number of Shares which they wish to transfer (or are obliged to transfer) (**"ROFO Shares"**) save for where the holders of a majority of the holders of the Series A1 Shares have agreed in writing to disapply this article 15.

- 15.3 The ROFO Notice may include a condition that unless all of the ROFO Shares are sold pursuant to the following provisions of this clause, none shall be sold. The ROFO Seller may at any time, waive this condition.
- 15.4 The ROFO Notice shall constitute the ROFO Seller's invitation to the Series A1 Shareholder to purchase the ROFO Shares from the ROFO Seller which invitation shall be irrevocable for a period of ten (10) Business Days (the **"ROFO Notice Period"**).
- 15.5 By delivering the ROFO Notice, the ROFO Seller represents and warrants to the Company and each Series A1 Shareholder that:
 - (a) the ROFO Seller has full right, title and interest in and to the ROFO Shares;
 - (b) the ROFO Seller has all the necessary power and authority and has taken all necessary action to sell such ROFO Shares; and
 - (c) the ROFO Shares are free and clear of any encumbrances other than those arising under the terms of these articles.
- 15.6 Upon receipt of the ROFO Notice, each Series A1 Shareholder may until the end of the ROFO Notice Period respond to the invitation to purchase any number of the ROFO Shares by delivering a written notice (a **"ROFO Offer Notice"**) to the ROFO Seller and the Company stating that it intends to purchase such number of ROFO Shares and the terms on which it proposes to purchase those Shares. Any ROFO Offer Notice shall be binding upon delivery and irrevocable by the relevant Series A1 Shareholder. If more than one Series A1 Shareholder delivers a ROFO Offer Notice, each such Series A1 Shareholder shall be allocated its pro rata portion of the ROFO Shares, unless otherwise agreed by such Series A1 Shareholders (such pro rata proportion being expressed as a percentage and calculated as each Series A1 Shareholder' total holding of Shares (which are, for clarity, Series A Shares and the Series A1 Shares) divided by the total number of Shares (which are, for clarity, Series A Shares and the Series A1 Shares) held by the Series A1 Shareholders).
- 15.7 Where:
 - (a) a Series A1 Shareholder does not deliver a ROFO Offer Notice during the ROFO Notice Period; and/or
 - (b) the condition (if any) referred to in article 15.3 is not fulfilled by the offers received under article 15.6 or is not waived by the ROFO Seller,

the ROFO Seller shall thereafter, subject to any other rights of any Shareholder pursuant to these articles, be free to Transfer the ROFO Shares to any independent third party during the four (4) month period following the expiration of the ROFO Notice Period on terms and conditions no more favourable to the independent third party than those set out in the ROFO Offer Notice, subject to and in accordance with the provisions of

article 15.3. If the ROFO Seller does not transfer the ROFO Shares within such period, the rights provided in this article 15 shall be deemed to be revived and the ROFO Shares shall not be offered to any independent third party unless first re-offered to the Series A1 Shareholders in accordance with this article 15.

15.8 If:

- (a) no Series A1 Shareholder delivers a ROFO Offer Notice in accordance with article 15.6; and/or
- (b) the ROFO Seller does not accept the terms and conditions on which the relevant Series A1 Shareholder proposes to purchase the ROFO Shares as set out in the ROFO Offer Notice,

the ROFO Seller may, during the four (4) month period following the expiration of the ROFO Notice Period, and subject to any other rights of any Shareholder pursuant to these articles, transfer all of the ROFO Shares to any independent third party on terms and conditions no more favourable to the independent third party than those set out in the ROFO Offer Notice. If the ROFO Seller does not transfer the ROFO Shares within such period, the rights provided in this article 15 shall be deemed to be revived and the ROFO Shares shall not be offered to any independent third party unless first re-offered to the Series A1 Shareholders in accordance with this article 15.

15.9 Each Series A1 Shareholder shall take all actions as may be reasonably necessary to consummate any sale of the ROFO Shares by the ROFO Seller in accordance with this article 15 including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be necessary or appropriate.

16. Valuation of Shares

16.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of articles 13.10, 13.11 or 17.6 then, on the date of failing agreement, the Board shall either:

- (a) appoint an expert valuer in accordance with article 16.2 ("**Expert Valuer**") to certify the Fair Value of the Sale Shares; or
- (b) (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

16.2 The Expert Valuer will be either:

- (a) the Auditors; or
- (b) (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company.

16.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) that the Sale Shares are capable of being transferred without restriction;
 - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and
 - (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 16.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 16.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 16.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 16.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 16.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 16.9 The cost of obtaining the certificate shall be paid by the Company unless:
- (a) the Seller cancels the Company's authority to sell; or
 - (b) the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the Directors to the Seller for the Sale Share before Expert Valuer was instructed,
- in which case the Seller shall bear the cost.

17. Compulsory transfers – general

- 17.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 17.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of their death a Transfer Notice shall be deemed to have been

given in respect of each such Share save to the extent that, the Directors may otherwise determine.

- 17.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder shall be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder save to the extent that, and at a time, the Directors may determine.
- 17.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names. **This article 17.4 shall not apply to a member that is an Investor.**
- 17.5 A Shareholder who is required under articles 13.3, 14.6, 14.7, 14.8 and 17 of these articles to transfer Shares ("**Seller**") shall, except as otherwise provided in these articles, before transferring or agreeing to transfer any Shares give notice in writing ("**Transfer Notice**") to the Company and the Major Investors specifying the number of Shares of which he is the holder and is obliged to transfer ("**Sale Shares**").
- 17.6 The price at which the Sale Shares are to be transferred ("**Transfer Price**") shall be agreed between the Seller and the Board and the Major Investors (as applicable) and shall be paid in cash unless otherwise agreed between the Seller and the Board and/or the Major Investors (as applicable). The price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.
- 17.7 Except with approval of the Board and the Major Investors, no Transfer Notice once given or deemed to have been given under these articles may be withdrawn.
- 17.8 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 17.9 As soon as practicable following the later of:
- (a) receipt of a Transfer Notice; and
 - (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under article 16,
- the Major Investors shall within 10 Business Days confirm to the Board in writing the number of the Sale Shares that they wish to acquire from the Seller at the Transfer Price (if any).
- 17.10 The Major Investors shall, subject to article 17.11 be entitled to acquire up to their pro rata proportion of the Sale Shares from the Seller (such pro rata amount being calculated as such Major Investors ' total holding of Shares as a proportion of the total holdings of Shares held in aggregate by the Major Investors).
- 17.11 If, at the end of the within 10 Business Day period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall offer the remaining Sale Shares to the other Major Investors and shall allocate the balance in accordance with article 17.12(d).
- 17.12 Completion of transfer of Sale Shares

- (a) If allocations have been made in respect of all or some of the Sale Shares, the Board shall give written notice of allocation ("**Allocation Notice**") to the Seller and each Major Investor to whom Sale Shares have been allocated ("**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 5 Business Days nor more than 10 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.
- (b) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (c) If the Seller fails to comply with the provisions of article 17.12(b):
 - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (A) complete, execute and deliver in their name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (B) receive the Transfer Price and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- (d) If an Allocation Notice does not relate to all the Sale Shares then the Company shall purchase or cancel the unallocated Sale Shares as it sees fit in its absolute discretion (subject always to the provisions of the Act). Where the Company chooses not to purchase or cancel the unallocated Sale Shares, the Sale Shares shall be offered to any person(s) (other than the Seller) approved by the Board (with the consent of the Investor Directors).

17.13 Any Sale Shares offered under this article 17 to a Major Investor may be accepted in full or part only by a Member of the same Group as that Major Investor in accordance with the terms of this article 17.

Departing Founder and Entrepreneur

17.14 Unless the Board and the Investor Majority determine that this Article 17.14 shall not apply, if at any time the Founder and Entrepreneur ceases to be an Employee by reason of being a Bad Leaver, then all of the Employee Shares relating to the Founder and Entrepreneur shall automatically convert into D1 Shares (on the basis of one D1 Share for each Share held) on the Effective Termination Date (rounded down to the nearest whole share).

17.15 Upon such conversion into D1 Shares, the Company shall be entitled to enter the holder of the D1 Shares on the register of members of the Company as the holder of the appropriate number of D1 Shares as from the D1 Conversion Date. Upon the D1 Conversion Date, the Founder and Entrepreneur (and his Permitted Transferee(s)) shall

deliver to the Company at its registered office the shares certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of D1 Shares resulting from the relevant conversion.

- 17.16 Any D1 Shares shall be automatically converted into the class of share from which they derived: (i) immediately prior to an IPO; or (ii) if transferred pursuant to these Articles (other than to a Permitted Transferee) then immediately upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members).

18. Tag Along on a Change of Control

- 18.1 Except in the case of transfers to Permitted Transferees and transfers pursuant to articles 17 after going through the pre-emption procedure in article 15 (if applicable), the provisions of article 18.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Shares ("**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 18.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer ("**Offer**") to the other Shareholders to acquire all of the Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in article 18.7).
- 18.3 The Offer must be given by written notice ("**Proposed Sale Notice**") at least 10 Business Days ("**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser ("**Proposed Sale Shares**").
- 18.4 If the other Shareholders are not given the rights accorded him by this article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 18.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 18.6 The Proposed Transfer is subject to the pre-emption provisions of article 15 but the purchase of the Accepting Shareholders' shares shall not be subject to article 15.
- 18.7 For the purpose of this article:
- (a) the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
 - (i) in the Proposed Transfer; or
 - (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in article 18.7(b), of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares ("**Supplemental Consideration**") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of articles 5 and 6;

(b) **Relevant Sum** = $C \div A$

where: A = number of Shares being sold in connection with the relevant Proposed Transfer;

C = the Supplemental Consideration.

19. Tag-Along right

19.1 No transfer (other than transfers to Permitted Transferees or a transfer of Shares in accordance with article 13.5) of any of the Ordinary Shares may be made or validly registered unless the relevant Ordinary Shareholder and his Permitted Transferees (the "**Selling Shareholder**") shall have observed the following procedures of this article (unless the Investor Majority has determined that this article 19 shall not apply to such transfer).

19.2 After the Selling Shareholder has gone through the pre-emption process set out in article 15, the Selling Shareholder shall give to each other holder of Shares (an "**Equity Holder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

- (a) the identity of the proposed purchaser ("**Buyer**");
- (b) the price per share which the Buyer is proposing to pay;
- (c) the manner in which the consideration is to be paid;
- (d) the number of Shares which the Selling Shareholder proposes to sell; and
- (e) the address where the counter-notice should be sent.

For the purposes of this article 19, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Selling Shareholder were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with articles 5 and 6.

19.3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that they wish to sell a certain number of Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Shares which such Equity Holder wishes to sell. The maximum number of Shares which an Equity Holder can sell under this procedure shall be:

(X/Y) multiplied by Z

where:

- X is the number of Shares the Selling Shareholder proposes to sell
- Y is the total number of Shares held by the Selling Shareholder
- Z is the number of Shares held by the Equity Holder

Any Equity Holder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no Shares.

- 19.4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of Shares not exceeding the number specified in the Co-Sale Notice less any Shares which Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of Shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder from the Buyer.
- 19.5 No sale by the Selling Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 19.6 Sales made in accordance with this article 19 shall not be subject to article 15.

20. Drag-along

- 20.1 If the holders of more than 70% of the Ordinary Shares, Series A Shares and Series A1 Shares in aggregate (including Investor Majority Consent) ("**Requisite Sellers**") wish to transfer all their interest in Shares ("**Sellers' Shares**") to a Proposed Purchaser, then the Requisite Sellers shall have the option ("**Drag Along Option**") to compel each other holder of Shares (each a "**Called Shareholder**" and together the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct ("**Drag Purchaser**") in accordance with the provisions of this article.
- 20.2 The Requisite Sellers may exercise the Drag Along Option by giving a written notice to that effect ("**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify that:
 - (a) the Called Shareholders are required to transfer all their Shares ("**Called Shares**") under this article;
 - (b) the person to whom they are to be transferred;
 - (c) the consideration for which the Called Shares are to be transferred (calculated in accordance with this article), if any;
 - (d) the proposed date of transfer, and
 - (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale ("**Sale Agreement**"),

(and, in the case of paragraphs (b) to (c) above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this article.

- 20.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Requisite Sellers to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Requisite Sellers shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 20.4 The consideration (in cash or otherwise), if any, for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of articles 5 and 6 ("**Drag Consideration**").
- 20.5 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, a Called Shareholder shall only be obliged to undertake to transfer his Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Drag Document and the full title guarantee of the Shares held by such Called Shareholder.
- 20.6 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) ("**Drag Completion Date**"), each Called Shareholder shall deliver:
- (a) duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - (c) duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the "**Drag Documents**").
- 20.7 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 20.8 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this article 20 in respect of their Shares.
- 20.9 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this article 20 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has

been paid. The defaulting Called Shareholder shall surrender their share certificate for their Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.

- 20.10 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of article 15.
- 20.11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company ("**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

Asset Sale

- 20.12 In the event that an Asset Sale is agreed by the holders of more than 70% of the Ordinary Shares, Series A Shares and Series A1 Shares in aggregate (including Investor Majority Consent) and approved by the Board, such consenting Shareholders shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to Shareholders in accordance with the provisions of articles 5 and 6.

21. General meetings

- 21.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 21.2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 50 per cent in nominal value of the Shares (excluding Treasury Shares), any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 21.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 21.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 21.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and

place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

- 21.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 21.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

22. Proxies

- 22.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".
- 22.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:
- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
 - (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
 - (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

23. Directors' borrowing powers

The Directors may, with Investor Majority Consent where required, exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party.

24. Alternate Directors

24.1 Notwithstanding any provision of these articles to the contrary, any person appointed as a Director ("**Appointer**") may appoint any director or any other person as he or she thinks fit (so long as such person is from the same or a similarly situated institution and/or of similar training and background) to be their alternate Director to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

The appointment of an alternate Director shall not require approval by a resolution of the Directors.

24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor or in any other manner approved by the Directors.

24.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

24.4 An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.

24.5 Except as these articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which their Appointor is a member.

24.6 A person who is an alternate Director but not a Director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
- (b) may sign a Directors' written resolution (but only if their Appointor is an Eligible Director in relation to that decision, but does not participate).

No alternate may be counted as more than one Director for such purposes.

24.7 A Director who is also an alternate Director is entitled, in the absence of their Appointor, to a separate vote on behalf of each Appointor, in addition to their own vote on any

decision of the Directors (provided that their Appointor is an Eligible Director in relation to that decision).

24.8 An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

24.9 An alternate Director's appointment as an alternate shall terminate:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate's Appointor's appointment as a Director terminates.

25. Number of Directors

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two and no more than nine.

26. Appointment of Directors

26.1 In addition to the powers of appointment under article 17(1) of the Model Articles:

- (a) so long as they together hold not less than 16,000 Shares, the Dalus Vehicles shall have the right to together appoint and maintain in office such natural person as they may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon their removal, to appoint another director in his place;
- (b) For so long as there are not less than 16,000 Series A Shares in issue, the holders of the Series A Shares shall have the right to appoint and maintain in office such natural person as they may from time to time by a majority of the holders of Series A Shares nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon their removal, to appoint another director in his place;
- (c) the holders of Ordinary Shares have the right to appoint and maintain in office such natural person as they may from time to time by Ordinary Majority Consent nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon their removal, to appoint another director in their place;
- (d) the Founder and Entrepreneur (for so long as he remains an Employee (as defined in the New Articles) and holds at least 12,500 Shares (excluding D1 Shares)) shall have the right to appoint and maintain in office such natural person as the Founder and Entrepreneur may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon his removal whether by the Founder and Entrepreneur or otherwise, to appoint another director in his place.

The Founder and Entrepreneur shall himself be deemed to be the first director appointed pursuant to this article 26.1(d);

- (e) For so long as Oikocredit hold not less than 12,500 Shares, Oikocredit shall have the right to appoint and maintain in office such natural person as they may from time to time nominate as a director of the Company (the "**Oikocredit Director**") (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon their removal, to appoint another director in his place.
- 26.2 An appointment or removal of a Director under article 26.1 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.
- 26.3 Each Director appointed pursuant to this article 26 shall be entitled at their request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking.
- 26.4 For such time as the Dalus Vehicles hold Shares, the Dalus Vehicles may together nominate an identified representative to attend and observe Board meetings in a non-voting capacity.
- 26.5 For such time as the IDB holds Shares, IDB may nominate an identified representative to attend and observe Board meetings in a non-voting capacity.
- 26.6 A majority of the holders of the Series A Shares may together nominate an identified representative to attend and observe Board meetings in a non-voting capacity.

27. Disqualification of Directors

In addition to that provided in Article 18 of the Model Articles, the office of a Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that their office be vacated.

28. Proceedings of Directors

- 28.1 The quorum for Directors' meetings shall be two Directors (to include the Founder Director and one of the Investor Directors). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 28.2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors (in accordance with the requirements of Article 24), the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 28.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.

- 28.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 28.5 Provided (if these articles so require) that he has declared to the Directors, in accordance with the provisions of these articles, the nature and extent of their interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a relevant interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.
- 28.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote.
- 28.7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to Article 8 of the Model Articles shall be deemed to include a reference to this article also.

29. Directors' interests

29.1 *Specific interests of a Director*

Subject to the provisions of the Act and provided (if these articles so require) that he has declared to the Directors in accordance with the provisions of these articles, the nature and extent of their interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding their office, have an interest of the following kind, providing that such interest has been authorised by the Board:

- (a) where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
- (d) where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;

- (f) where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (h) any other interest authorised by the Board (acting with the affirmative vote of the Series A Director).

29.2 *Director Interests*

For the purposes of this article 29, any Director appointed to the Board from time to time shall, subject to any statutory requirements and subject always to their director's duties, be deemed to have fully disclosed any interest which such director may have resulting from the Director being a representative of an Investor, and the Board will be deemed to have irrevocably authorised such interests and such Director shall count towards the quorum and have a right to vote on any matter.

29.3 *Interests of which a Director is not aware*

For the purposes of this article 29, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of theirs.

Accountability of any benefit and validity of a contract

- 29.4 In any situation permitted pursuant to article 29.1 (save as otherwise agreed by him) a Director shall not by reason of their office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

29.5 *Terms and conditions of Board authorisation*

Any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise their interest ("**Relevant Interest**") pursuant to that section (or pursuant to article 29.1 (xiii)(xiii)(xiii)(viii)) may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
 - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - (iii) restricting the application of the provisions in articles 29.4 and 29.5, so far as is permitted by law, in respect of such Interested Director;

- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this article 29.

Director's duty of confidentiality to a person other than the Company

29.6 Subject to article 29.7 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this article 29), if a Director, otherwise than by virtue of their position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; and/or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of their duties as a Director.

29.7 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, article 29.6 shall not apply.

29.8 *Additional steps to be taken by a Director to manage a conflict of interest*

Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally

Requirement of a Director is to declare an interest

29.9 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by article 29.1 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest to the extent that, the other Directors are already aware of such interest.

29.10 For the purposes of this article 29:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

30. Notices

30.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

- (a) in hard copy form; or
- (b) in electronic form; or

or partly by one of these means and partly by another of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this article 30.

Notices in hard copy form

30.2 Any notice or other document in hard copy form given or supplied under these articles may be delivered or sent by first class post (airmail if overseas):

- (a) to the Company or any other company at its registered office; or
- (b) to the address notified to or by the Company for that purpose; or
- (c) in the case of an intended recipient who is a member or their legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
- (d) in the case of an intended recipient who is a Director or alternate, to their address as shown in the register of Directors; or
- (e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.

30.3 Any notice or other document in hard copy form given or supplied under these articles shall be deemed to have been served and be effective:

- (a) if delivered, at the time of delivery;
- (b) if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

30.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these articles may:

- (a) if sent by email be sent by the relevant form of communication to that address;
- (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under article 30.2; or

- (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify by notice (in hard copy or electronic form) to all members of the Company from time to time.
- 30.5 Any notice or other document in electronic form given or supplied under these articles shall be deemed to have been served and be effective:
 - (a) if sent by email on receipt or 48 hours after the time it was sent, whichever occurs first;
 - (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
 - (c) if delivered in an electronic form, at the time of delivery; and
 - (d) if sent by any other electronic means as referred to in article 30.4(c), at the time such delivery is deemed to occur under the Act.
- 30.6 Where the Company is able to show that any notice or other document given or sent under these articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

General

- 30.7 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding ("**Primary Holder**"). Notice so given shall constitute notice to all the joint holders.
- 30.8 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

31. Indemnities and insurance

- 31.1 Subject to the provisions of and so far as may be permitted by, the Act:
 - (a) every Director or other officer of the Company (excluding the Company's Auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of their duties or the exercise or purported exercise of their powers or otherwise in relation to or in connection with their duties, powers or office, provided that no Director or any associated company is indemnified by the Company against:
 - (i) any liability incurred by the director to the Company or any associated company; or
 - (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or

- (iii) any liability incurred by the director:
 - (A) in defending any criminal proceedings in which he is convicted;
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in articles 31.1(a)(i), 31.1(a)(iii)(B) and 31.1(a)(iii)(C) applying;

- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

31.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance (in a form and for a level of cover satisfactory to the Series A Director) insuring each Director against risks in relation to their office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

32. Data Protection

Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group as the Recipient ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

33. Secretary

Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

34. Lien

34.1 The Company shall have a first and paramount lien ("**Company's Lien**") over every Share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share.

34.2 The Company's Lien over a Share:

- (a) shall take priority over any third party's interest in that Share; and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

The Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company's Lien shall not be subject to it, either wholly or in part.

34.3 Subject to the provisions of this article 34, if:

- (a) a notice complying with article 34.4 ("**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and
- (b) the person to whom the notice was given has failed to comply with it,

the Company shall be entitled to sell that Share in such manner as the Directors decide.

34.4 A Lien Enforcement Notice:

- (a) may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

34.5 Where any Share is sold pursuant to this article 34:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- (b) the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

- 34.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
 - (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.
- 34.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by these articles or by law, shall constitute a good title to the Share.
- 35. Call Notices**
- 35.1 Subject to these articles and the terms on which Shares are allotted, the Directors may send a notice ("**Call Notice**") to a Shareholder who has not fully paid for that Shareholder's Share(s) requiring the Shareholder to pay the Company a specified sum of money ("**call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.
- 35.2 A Call Notice:
- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);
 - (b) shall state when and how any call to which it relates it is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 35.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.
- 35.4 Before the Company has received any call due under a Call Notice the Directors may:
- (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.
- 35.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.

- 35.6 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to:
- (a) pay calls which are not the same; or
 - (b) pay calls at different times.
- 35.7 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
- (a) on allotment;
 - (b) on the occurrence of a particular event; or
 - (c) on a date fixed by or in accordance with the terms of issue.
- 35.8 If the due date for payment of such a sum as referred to in article 35.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture.
- 35.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):
- (a) the Directors may issue a notice of intended forfeiture to that person; and
 - (b) until the call is paid, that person shall be required to pay the Company interest on the call from the Call Payment Date at the Relevant Rate (as defined below).
- 35.10 For the purposes of article 35.9:
- (a) the "**Call Payment Date**" shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "**Call Payment Date**" is that later date;
 - (b) the "**Relevant Rate**" shall be:
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or
 - (iii) if no rate is fixed in either of these ways, five per cent. a year,provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).
- 35.11 The Directors may waive any obligation to pay interest on a call wholly or in part.
- 35.12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

36. Forfeiture of Shares

36.1 A notice of intended forfeiture:

- (a) may be sent in respect of any Share for which there is an unpaid sum in respect of which a call has not been paid as required by a Call Notice;
- (b) shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
- (d) shall state how the payment is to be made; and
- (e) shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

36.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

36.3 Subject to these articles, the forfeiture of a Share extinguishes:

- (a) all interests in that Share, and all claims and demands against the Company in respect of it; and
- (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

36.4 Any Share which is forfeited in accordance with these articles:

- (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited;
- (b) shall be deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit.

36.5 If a person's Shares have been forfeited then:

- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person shall cease to be a Shareholder in respect of those Shares;
- (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
- (d) that person shall remain liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and

- (e) the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 36.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.
- 36.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 36.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
 - (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 36.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 36.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which:
 - (a) was, or would have become, payable; and
 - (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

37. Surrender of Shares

- 37.1 A Shareholder shall be entitled to surrender any Share:
 - (a) in respect of which the Directors issue a notice of intended forfeiture;
 - (b) which the Directors forfeit; or
 - (c) which has been forfeited.The Directors shall be entitled to accept the surrender of any such Share.
- 37.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.
- 37.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

38. Authority to capitalise and appropriation of capitalised sums

38.1 The Board may, if authorised to do so by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise ("**Capitalised Sum**") to the Shareholders pro-rata ("**Shareholders Entitled**").

Article 36 of the Model Articles shall not apply to the Company.

38.2 Capitalised Sums may be applied on behalf of the Shareholders pro-rata.

38.3 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.

38.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.

38.5 Subject to the articles the Board may:

- (a) apply Capitalised Sums in accordance with articles 38.3 and 38.4 partly in one way and partly another;
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article 38; and
- (c) authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this article 38.