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THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

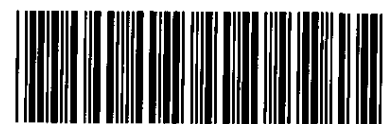
ARTICLES OF ASSOCIATION

of

MATCHESFASHION LIMITED

(Adopted by a special resolution passed on 1 May 2013 and amended by a special resolution passed on 3 November 2017)

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1 Introduction

- 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 (the "**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 Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) ("**Table A**") shall not apply to the Company
- 1 3 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 4 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, and
 - (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

2 Definitions

- 2 1 In these Articles the following words and expressions shall have the following meanings

"**Accounts**" means the audited balance sheet and profit and loss account of the Company or, if at the relevant time the Company has any Subsidiary Undertaking(s), a consolidation of the audited balance sheets and profit and loss accounts of the Company and its Subsidiary Undertaking(s), for each Financial Year,

"**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),

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets,

"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,
- (c) any Member of the same Fund Group,

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

"Authorised Share Capital" has the meaning given in Article 3 1,

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

"B Ordinary Shareholders" means the holders from time to time of the B Ordinary Shares,

"B Ordinary Shares" means the B ordinary shares of £0.05 each in the capital of the Company,

"Bad Leaver" means a person (other than a Founder) who ceases to be an Employee at any time and does not continue in such capacity and who is not a Good Leaver,

"Below Hurdle Return" means an amount equal to the lowest Hurdle Value attached to any Vested Growth Share in issue at the time of calculation less the aggregate of all amounts paid or distributed (or to be paid or distributed) by the operation of Article 5 1,

"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) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than Series A Shares or Redeemable Shares) or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company,

"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),

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

"Commencement Date" means the date the relevant Employee commences his employment with the Company,

"Company" means Matchesfashion Limited (company number 02717838),

"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 meaning given in Article 9 1,

"CTA 2010" means the Corporation Tax Act 2010,

"C 2013 Growth Shares" means C 2013 Growth Shares of £0.05 each in the capital of the Company (being the Growth Shares issued by the Company in 2013),

"D 2016 Growth Shares" means D 2016 Growth Shares of £0.25 each in the capital of the Company,

"Deferred Shares" means deferred shares of £0.01 each in the capital of the Company,

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

"Effective Termination Date" means the date on which the Employee's employment, office or consultancy with the Company or any member of the Group terminates,

"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,

"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, holds office as a director of or who provides consultancy services to, the Company or any member of the Group,

"Employee Share Option Plan(s)" means the employee share option plan(s) of the Company, the terms of which have been approved by an Investor Majority,

"Employee Shares" in relation to an Employee means all B Ordinary Shares and Ordinary Shares (but not any Growth Shares) in the Company held by:

- (a) the Employee in question, and
- (b) by any Permitted Transferee of that Employee other than those B Ordinary Shares and Ordinary 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 his relationship with the Employee,

"Employee Trust" means a trust, the terms of which are approved by the Investors, whose beneficiaries are the Employees,

"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 Shares" means the Shares other than the Deferred Shares and the Redeemable Shares,

"Excess Redeemed Proceeds" has the meaning given in Article 5 1(c),

"Existing Shares" means the Equity Shares other than the Growth Shares,

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

"Expert Valuer" is as determined in accordance with Article 17 2;

"Fair Value" is as determined in accordance with Article 17 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" and **"Financial Period"** means an accounting reference period (as defined by the Act) of the Company,

"Founders" means Tom Chapman and Ruth Chapman provided that upon either Founder or his or her Permitted Transferees to whom that Founder has transferred shares (or to whom shares have been transmitted by operation of law or these articles) ceasing to hold Shares, references in these Articles to 'the Founders' shall be read and construed as a reference to the other Founder only and then only for so long as they or their Permitted Transferees hold Shares during that Founder's lifetime, and

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

"Good Leaver" means a person (other than a Founder) who ceases to be an Employee at any time by reason of:

- (a) death,
- (b) permanent incapacity,
- (c) retirement at normal retirement age,

- (d) the Company (or a member of the Group) terminating his contract of employment or consultancy, as the case may be, by serving notice (in accordance with the terms of that contract) in circumstances where the Employee is not in breach, nor has been in breach, of his contract, or
- (e) dismissal by the Company (or a member of the Group) which is determined by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal to be wrongful or constructive, or
- (f) any reason whatsoever but in respect of whom the Board, with the prior written approval of an Investor Majority, determines is a Good Leaver,

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **"Group Company"** shall be construed accordingly,

"Growth Share" means any share in the capital of the Company of any class which is issued after the Original Date of Adoption and which has a Hurdle Value attached to it (as provided for in the definition of **"Hurdle Value"**), including the C 2013 Growth Shares and the D 2016 Growth Shares,

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

"Highland" means Highland Europe Technology Growth Limited Partnership and any of its assignees under the Investment Agreement,

"Hurdle Value" means, in relation to a Growth Share, an amount specified by the Board (acting with Investor Director Consent) at the time of the issue of that Growth Share for the purpose of Articles 5 and 6 Any amount so specified shall, for the purposes of these articles, be read and construed as having being "attached" to that Growth Share,

"Institutional Investor" means a fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing,

"Investment Agreement" means the investment agreement dated on or around the 9 July 2012 between, amongst others, the Company, the Founders, SEP and HCP (Geneva) S a r l (as amended),

"Investment Fund" means a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager,

"Investors" means Highland, SEP and their respective Permitted Transferees, in each case for so long as they hold Shares,

"Investor Director Consent" means the prior written consent of all the Investor Directors and if any Investor has not appointed an Investor Director, the consent of the relevant Investor,

"Investor Directors" means such directors of the Company nominated by the Investors under Article 28 1,

"Investor Fund Manager" means a Fund Manager which advises or manages an Investor,

"Investor Majority" means holders of at least 80% of the issued Series A Shares,
"Investor Majority Consent" means the prior written consent of the Investor Majority,

"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) to or the grant of permission by any like authority for the same to be admitted to or traded or quoted 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,

"Liquidation Event" has the meaning given in Article 5,

"a Member of the same Fund Group" means if the Shareholder is an Investment Fund or nominee of an 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 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 by the same Fund Manager,
- (c) any Parent Undertaking or Subsidiary Undertaking of such Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of such Fund Manager, or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa,

"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,

"Nasdaq" means the Nasdaq National Stock Market of the Nasdaq OMX Group Inc,

"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 Original Date of Adoption,

"Offer" has the meaning set out in Article 20 2,

"Offer Period" has the meaning set out in Article 20 3,

"Original Date of Adoption" means 1 May 2013,

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares,

"Ordinary Shares" means the ordinary shares of £0.05 each in the capital of the Company,

"Permitted Transfer" means a transfer of Shares in accordance with Article 15,

"Permitted Transferee" means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations or Trustees,
- (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,
- (c) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group,
- (d) in relation to an Investor:
 - (i) to any Member of the same Group,
 - (ii) to any Member of the same Fund Group (including without limitation, with respect to SEP, any member of the SEP Group),
 - (iii) to any other Investor,
 - (iv) at any time after 9 July 2017, to any Institutional Investor(s) whose identity has been approved in writing by the other Investor(s), or
 - (v) to any nominee of an Investor, and
- (e) in relation to a holder of Growth Shares who is an individual, any Qualifying Company,

"Pre-New Money Valuation" means the result of multiplying the total number of Ordinary Shares in issue immediately after the IPO (but excluding any new Ordinary Shares issued upon the IPO) by the subscription price per share (including any premium) in respect of new Ordinary Shares issued at the time of the IPO,

"Priority Rights" means the rights of Shareholders to purchase Shares in the priority stipulated in Article 19.1 (as the case may be),

"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 consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale,

"Proposed Purchaser" means a proposed purchaser of Shares who at the relevant time has made an offer for such Shares on arm's length terms,

"Proposed Sale Date" has the meaning given in Article 20 3,

"Proposed Sale Notice" has the meaning given in Article 20 3,

"Proposed Sale Shares" has the meaning given in Article 20 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 20 1,

"Qualifying Company" means a Company to which Shares may be transferred by a holder of Growth Shares who is an individual under Article 15 1 or a Trustee under Article 15 5, provided the transferor holds the whole of his share capital and controls it,

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

"Redeemable Shares" means the redeemable shares of £0 01 each in the capital of the Company as described in more detail in these Articles,

"Relevant Interest" has the meaning set out in Article 31 5,

"Relevant Fraction" means:

- (a) if the Vesting Period is less than 12 complete calendar months, none, or
- (b) if the Vesting Period is more than 48 complete calendar months, the whole, or
- (c) if the Vesting Period is otherwise, either:
 - (i) the sum of:
 - (1) twelve forty-eighths, plus
 - (2) for each complete period of one complete calendar month by which the Vesting Period exceeds 12 complete calendar months, one forty-eighth, or
 - (ii) if the Board, with the prior written approval of an Investor Majority, so determines, the whole,

"SEP" means SEP IV a limited partnership established under the Limited Partnerships Act 1907 under number SL009190 and having its place of registration at 17 Blythwood Square, Glasgow G2 4AD acting through its manager SEPL,

"SEP Group" means SEP, any general or limited partner for the time being in SEP and any subsidiary or holding company from time to time of any limited or general partner of SEP and any subsidiary of such holding company and any other fund or scheme managed by SEPL or any nominee of the foregoing,

"SEPL" means Scottish Equity Partners LLP, incorporated under the Limited Liability Partnership Act 2000 under number S0301884 and having its registered office at 17 Blythwood Square, Glasgow G2 4AD and any successor from time to time as manager of SEP IV,

"Series A Shares" means the series A shares of £0 05 each in the capital of the Company,

"Series A Shareholders" means the holders of the Series A Shares,

"Shareholder" means any holder of any Shares,

"Shares" means the Ordinary Shares, B Ordinary Shares, Deferred Shares,- Redeemable Shares, Growth Shares and the Series A 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,

"Starting Price" means £55 10,

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

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

"Vested Growth Shares" means, in relation to any Growth Shares of a particular class which were issued on a particular date and which are held by an Employee (or former Employee), the Relevant Fraction multiplied by the number of such Growth Shares plus, where an Exit or Liquidation Event occurs (i) whilst the holder is an Employee and (ii) during the period of 48 complete calendar months following the date of issue of those Growth Shares, the remainder of those Growth Shares, and

"Vesting Period" means, in relation to any Growth Shares of a particular class which were issued on a particular date and which are held by an Employee (or former Employee), the number of complete calendar months in the period from the date the Growth Shares in question were issued (or (a) in the case of the C 2013 Growth Shares issued to Fiona Gremer, 9 July 2012 (from when she shall be deemed to have been the holder of such C 2013 Growth Shares) and (b) in the case of the C 2013 Growth Shares issued to Ulric Jerome, 11 February 2013 (from when he shall be deemed to have been the holder of such C 2013 Growth Shares)) to the date the Exit or Liquidation Event in question occurred or occurs, during which the person in question was both an Employee and a holder (or deemed to be the holder) of the Growth Shares in question (up to a maximum of 48 complete calendar months),

2 2 Any consent, agreement, approval or direction, or the exercise of a discretion required to or which may be given by an Investor pursuant to these Articles or the Investment Agreement may be given by (and if so given shall be binding upon them) its Investor Director (if he is in office).

2 3 Any notice required to be given to an Investor pursuant to these Articles or the Investment Agreement may be given to (and if so given shall be deemed given to them) its Investor Director (if he is in office).

3 Share capital

3 1 Unless otherwise determined by the Company by ordinary resolution, the maximum nominal value of Shares that may be allotted by the Company shall be (at any time including any Shares already allotted or issued but excluding any Shares that have been purchased or redeemed by the Company) (the **"Authorised Share Capital"**) £169,500

- 3 2 The cancellation by the Company of any share capital in accordance with chapter 10 of part 17 of the Act shall be treated as reducing the amount of the Authorised Share Capital and the Shares which it comprises accordingly
- 3 3 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Original 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 4 Except as otherwise provided in these Articles, the Series A Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares
- 3 5 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Board may, on behalf of those Shareholders if they so elect, 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 Board 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 his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 3 6 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
- 3 7 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 8 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 9 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 10 No dividends may be declared or paid with respect to any share capital of the Company unless and until all Redeemable Shares have been redeemed or converted into Deferred Shares in accordance with these Articles All dividends shall be subject to Investor Majority Consent
- 3 11 The B Ordinary Shares shall have no rights to receive dividends
- 3 12 The Growth Shares shall have no rights to receive dividends Each Growth Share shall have no right to capital except for the right to participate in a distribution of capital in excess of the amount of the Hurdle Value attached to it, as provided for in Articles 5 and 6. On the application of any of Articles 5 1, 6 1 or 6 2, those Growth Shares which

are not then Vested Growth Shares shall carry no right to participate in any distribution of assets (or surplus assets) or Proceeds of Sale

4 Redeemable Shares

The Redeemable Shares shall entitle the holders thereof to the following rights:

4 1 The Redeemable Shares shall be non-voting

4 2 The Redeemable Shares shall have no rights to receive dividends

4 3 As regards redemption:

(a) Subject to the Act, the Investor Majority may require the Company by notice in writing (a "**Redemption Notice**") to redeem:

(i) all of the Redeemable Shares at that time in issue upon the occurrence of an Exit or liquidation or winding up, or

(ii) such number of the redeemable Shares that the Board (in its absolute discretion) may determine at any time after 9 July 2017, and,

if any valid Redemption Notice is served, all the Redeemable Shares in respect of which that notice is served will immediately become due for redemption on the date of such notice

The Redeemable Shares may also be redeemed (in whole or in part) prior to the occurrence of the events or date set out in Articles 4 3(a)(i) and (ii) above at the election of the Company on written approval by the Board (including the Founders)

(b) On each date on which all or any of the Redeemable Shares may be redeemed, the Company shall redeem the Redeemable Shares and the relevant holder of Redeemable Shares shall deliver to the Company at its registered office the certificate(s) for the Redeemable Shares to be redeemed (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate(s)) and on such delivery (and against the receipt by the holder of Redeemable Shares for the redemption monies payable in respect of his Redeemable Shares) the Company shall pay each holder of Redeemable Shares (or, in the case of Joint holders, to the holder of Redeemable Shares whose name stands first in the register of Shareholders in respect of those Redeemable Shares) the sum of £1,000 for each Redeemable Share being redeemed

4 4 The Company shall, in the case of a redemption, cancel the share certificate of the holder of Redeemable Shares concerned and, in the case of a redemption of part of the holding of Redeemable Shares included in a certificate either (a) note the amount and date of redemption on the original certificate or (b) cancel the original certificate and without charge issue a new certificate to the holder for the balance of the Redeemable Shares not redeemed on that occasion

4 5 If on any due date for redemption of Redeemable Shares the Company is prohibited by law from redeeming all or any of the Redeemable Shares then due to be redeemed, it shall on the due date redeem that number of the Redeemable Shares as it may then lawfully redeem, and if there is more than one holder whose Redeemable Shares are due to be redeemed then the Redeemable Shares shall be redeemed in proportion as

nearly as may be to their existing holdings of Redeemable Shares and the Company shall redeem the balance of those shares as soon as practicable after it is not so prohibited. If the Company fails to make any partial redemption of Redeemable Shares on any due date for redemption, then subsequent redemptions of Redeemable Shares shall be deemed to be of those Redeemable Shares which first became due for redemption.

- 4.6 If the aggregate proceeds paid as a result of the redemption of Redeemable Shares and other returns on Equity Shares received by the Investors represent in aggregate a return multiple of three times or more on the aggregate amount paid by the Investors for subscription of Redeemable Shares and Series A Shares (the "**Returns Cap**"), a number of Redeemable Shares will be subject to conversion to Deferred Shares on a one for one basis as follows:

DF = number of Redeemable Shares to be converted to Deferred Shares,

DF1 = number of Deferred Shares (if any) previously issued upon conversion of Redeemable Shares pursuant to this Article,

NEV = net proceeds available to Shareholders plus any amounts paid previously by the Company upon redemption of the Redeemable Shares,

SP = starting point for conversion to Deferred Shares,

EP = end point for conversion to Deferred Shares,

TI = aggregate amount paid by the Investors for subscription of Redeemable Shares and Series A Shares, and

FD = fully diluted shareholding of the Company represented by the Series A Shares expressed as a percentage,

Where

$$SP = TI + ((TI / FD) \times 2)$$

$$EP = ((TI / FD) \times 3.285)$$

$$DF = (20,000 \times ((NEV - SP) / (EP - SP))), \text{ provided that DF shall never be less than 0 or greater than 20,000}$$

For further clarity, the number of Redeemable Shares to be taken into account upon a Liquidation Event shall be equal to (20,000 - DF) less DF1 and where such difference is a negative number, the amount of Excess Redeemed Proceeds for purposes Article 5(c) shall be equal to the following.

$$\text{Excess Redeemed Proceeds} = (DF1 \text{ Less } (20,000 - DF)) \times \text{£}1000$$

5 Liquidation preference

- 5.1 On a distribution of assets on liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) (a "**Liquidation Event**") 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, subject to the Returns Cap and to the extent that the Redeemable Shares have not been redeemed prior to the Liquidation Event, in paying to each holder of Redeemable Shares, in priority to any other classes of Shares, the sum of £1,000 per Redeemable Share then held (provided that if there are insufficient surplus assets to pay such amounts per share, the remaining surplus assets shall be distributed to the holders of Redeemable Shares pro rata to their respective holdings thereof and provided further that, to the extent that each Redeemable Share has received £1,000 pursuant to this Article, each such Redeemable Share shall immediately convert into a Deferred Share),
- (b) second in paying to the holders of the Deferred Shares, if any, a total of £1 00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares),
- (c) third, where the proceeds from any redemption of the Redeemable Shares prior to the Liquidation Event exceed the amount that would have been due on the Redeemable Shares on the Liquidation Event had none been redeemed (the "**Excess Redeemed Proceeds**"), then the holders of Ordinary Shares and the holders of B Ordinary Shares shall be entitled to receive pro rata to their holding of Ordinary Shares and B Ordinary Shares (as if the Ordinary Shares and B Ordinary Shares constituted one and the same class), an amount equal to (i) the proportion of the Excess Redeemed Proceeds that the total number of Ordinary Shares and B Ordinary Shares then in issue bears to the fully diluted share capital of the Company divided by (ii) the percentage of the fully diluted share capital of the Company represented by the Series A Shares then in issue (provided that if there are insufficient surplus assets to pay such amounts per share, the remaining surplus assets shall be distributed to the holders of Ordinary Shares and B Ordinary Shares pro rata to their respective holdings thereof (as if the Ordinary Shares and B Ordinary Shares constituted one and the same class)),
- (d) fourth
 - (i) if no Vested Growth Shares are then in issue, then the balance of the surplus assets (if any) shall be distributed among the holders of Existing Shares pro rata (as if such Existing Shares constituted one and the same class) to the number of such Existing Shares held, or
 - (ii) if any Vested Growth Shares are then in issue then an amount equal to the Below Hurdle Return shall be paid to the holders of the Existing Shares pro rata (as if such Existing Shares constituted one and the same class) to the number of such Existing Shares held,
- (e) fifth
 - (i) if all the Vested Growth Shares then in issue have the same Hurdle Value attached to them, the balance of the surplus assets (if any) shall be distributed among the holders of the Existing Shares and the holders of the Vested Growth Shares pro rata (as if such Shares constituted one and the same class) to the number of Existing Shares and Vested Growth Shares held, or
 - (ii) if all the Vested Growth Shares do not have the same Hurdle Value attached to them then the balance of the surplus assets shall be applied in accordance with Articles 5 2 and 5 3

5 2 For the purpose of Article 5 3 (which shall be read and construed accordingly)

- (a) the Vested Growth Shares shall be designated by a number so that those with the lowest Hurdle Value shall be designated as the "**First Tranche Shares**" and those with the next lowest Hurdle Value shall be designated as the "**Second Tranche Shares**" (and so on until all the Vested Growth Shares have been so designated, each being a "**Tranche**"), and
- (b) in respect of each Tranche commencing with the First Tranche Shares, the amount of the difference (expressed as a positive number) between the Hurdle Value of that Tranche and the Hurdle Value of the next Tranche (each a "**Distribution Amount**") shall be calculated, with the first such amount being numbered as the "**First Tranche Distribution Amount**" and the next amount being numbered as the "**Second Tranche Distribution Amount**" (and so on),
- (c) each application of Article 5 3(a) is an 'iteration', and
- (d) on each iteration, "**Qualifying Shares**" means (i) the Existing Shares and (ii) the Tranche of shares in respect of which the Distribution Amount to which that iteration relates was calculated and (iii) each Tranche of shares in respect of which a Distribution Amount to which any previous iteration related was calculated

5 3 From the balance of the surplus assets remaining after the application of Article 5 1

- (a) there shall be paid an amount equal to the First Tranche Distribution Amount (or such lesser amount as remains undistributed) to the holders of the Qualifying Shares pro rata (as if such Shares constituted one and the same class) to the number of Qualifying Shares held
- (b) thereafter, Article 5 3(a) shall be applied repeatedly to the balance of the surplus assets remaining after each previous application, in respect of an amount equal to each subsequent Distribution Amount (or such lesser amount as remains undistributed after such previous applications) until all the surplus assets have been paid in full

6 Exit provisions

6 1 On a Share Sale the Proceeds of Sale shall be distributed 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 in Article 5, and
- (b) the Shareholders shall take any action required by the Investors to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5 (provided that in no event shall any amount previously paid upon redemption or otherwise to any holder of Redeemable Shares be required to be disgorged or repaid),

- 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 in Article 5 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 the Investors (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 Article 5 applies)
- 6 3 On an IPO, at the election of the Investor Majority:
- (a) the Company shall issue to each holder of Redeemable Shares such number (if any) of Ordinary Shares such that the proportion which the Equity Shares held by that Shareholder bears to the issued Equity Shares following the completion of all such issues (and the simultaneous automatic conversion of all Redeemable Shares in issue into Deferred Shares in accordance with this Article) shall be equal to the proportion that the proceeds that Shareholder would have been entitled to receive on a Share Sale on that date would bear to the valuation of the Company at that date (assuming that the valuation of the Company was equal to the Pre-New Money Valuation),
 - (b) the additional Ordinary Shares shall be paid up by the automatic capitalisation of any amount standing to the credit of the share premium account or any other available reserve of the Company as determined by the Board and those additional Ordinary Shares shall be issued at par fully paid. The capitalisation shall be automatic and shall not require any action on the part of the Shareholders and the Directors shall allot the Ordinary Shares arising on the capitalisation to the Shareholders entitled to them in accordance with this Article. If the Company is not legally permitted to carry out the capitalisation the holders of Redeemable Shares shall be entitled to subscribe in cash at par for that number of additional Ordinary Shares as would otherwise have been issued pursuant to paragraph (a) To the extent that the Company is restricted from issuing any of those Ordinary Shares by virtue of Article 3 1 the Directors shall procure (so far as they are able) that the Authorised Share Capital is increased to the extent necessary to permit the issue required and all Shareholders shall vote in favour of the necessary resolutions to enable the issue to be made, and
 - (c) simultaneously with the issuance of Ordinary Shares pursuant to this Article, each Redeemable Share in issue shall immediately convert into a Deferred Share
- 6 4 In the event of an Exit which has been approved by the Board and the Investors in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit ("**Actions**") The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate the Proposed Exit If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking such actions as are necessary to effect the Proposed Exit and the Board may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders Where the Exit in question is a Share Sale, the provisions of Article 6 4 shall only apply if a valid Drag Along Notice has been served under Article 22 2

6 5 In calculating the respective entitlements of each holder of Shares upon the application of sub-articles 5 1(a), (b) and (c), there shall be deducted from any payment otherwise due to that holder any sums which have been received by him on the previous application of sub-articles 5 1(a), (b) and (c) and the amount of such deductions shall be added to the remaining proceeds available for allocation under the next sub-articles

6 6 If the Proceeds of Sale or the proceeds of any Asset Sale include an element of contingent or deferred consideration then such proceeds shall be disregarded for the purpose of calculating the respective entitlements of each holder of Shares until such time or times as they become payable whereupon they shall be distributed in accordance with Article 5 and this Article 6 but the respective entitlements of each holder of Shares to those proceeds shall be computed as if both they and any other proceeds already distributed under Article 5 and this Article 6 were then to be distributed but such that there shall be deducted from any payment thereby due to that holder any sums which have been received by him on the previous application of sub-Articles 5 1(a), (b) and (c) and the amount of such deductions shall be added to the remaining proceeds available for allocation under the next sub-articles

7 Votes in general meeting

7 1 Subject to any other provisions in these Articles concerning voting rights, the Series A Shares shall confer on each holder of Series A 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 2 Subject to any other provisions in these Articles concerning voting rights, 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 Deferred 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 The Redeemable 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 5 The B Ordinary Shares 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 6 The Growth Shares, other than the D 2016 Growth Shares, shall not entitle the holders thereof to receive notice of, to attend, to speak or to vote at any general meeting of the Company or to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company

7 7 The D 2016 Growth Shares shall confer on each holder of D 2016 Growth 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 but such that the holders of the D 2016 Growth Shares shall together be entitled to cast, in aggregate, such number of votes as is equal to 5% of the total number of votes

capable of being cast by all members of the Company Forthwith upon a holder of D 2016 Growth Shares becoming neither a director nor an employee of the Company or any member of the Group, the D 2016 Growth Shares held by that holder shall cease to confer on that holder any rights to vote (whether on a show of hands, on a poll or otherwise and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares

- 7 8 Subject to Article 7 6, 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

8 [Intentionally Omitted]

9 Conversion of Series A Shares

- 9 1 Any holder of Series A Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the Series A Shares held by them at any time and those Series A Shares shall convert automatically on the date of such notice (the "**Conversion Date**") The holder may in such notice, state that conversion of its Series A Shares into Ordinary Shares is conditional upon the occurrence of particular events (the "**Conditions**")

- 9 2 All of the Series A Shares shall automatically convert into Ordinary Shares immediately upon the occurrence of an IPO

- 9 3 In the case of (i) Article 9 1, at least five Business Days after the Conversion Date or (ii) in the case of Article 9 2, at least five Business Days prior to the occurrence of the Qualifying IPO, each holder of the relevant Series A Shares shall deliver the certificate (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost certificate(s)) in respect of the shares being converted for such shares to the Company at its registered office for the time being

- 9 4 Where conversion is mandatory on the occurrence of a Qualifying IPO, that conversion will be effective only immediately prior to such Qualifying IPO (and "**Conversion Date**" shall be construed accordingly) and, if such Qualifying 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 or immediately prior to an IPO, the relevant Series A 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 held 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 or immediately prior to an IPO enter the holder of the converted Series A 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 indemnity) in respect of the Series A Shares in accordance with this Article, the Company shall within 10 Business Days of the

Conversion Date or immediately prior to an IPO forward to such holder of Series A Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares

10 [Intentionally Omitted]

11 Deferred Shares

- 11 1 The Deferred Shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders
- 11 2 Upon the Company exercising its option to redeem the Deferred Shares under Article 11 1 the relevant holder(s) of Deferred Shares shall deliver to the Company at its registered office the certificate(s) for the Deferred Shares to be redeemed (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate(s))
- 11 3 The creation, allotment or issue of Deferred Shares shall be deemed to confer irrevocable authority on the Board at any time after their creation, allotment or issue to appoint any person to execute or give on behalf of the holder of those shares a transfer of them to such person or persons as the Company may determine

12 Variation of rights

- 12 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 the special rights attaching to:
- (a) the Series A Shares may only be varied or abrogated with Investor Majority Consent, and
 - (b) any class of Growth Shares may only be varied or abrogated with the consent in writing of the holders of more than 75% of the Ordinary Shares and an Investor Majority,
- 12 2 Without prejudice to the generality of Article 12 1, the special rights attaching to the Series A Shares shall be deemed to be varied by the occurrence of the following events:
- (a) the amendment or repeal of any provision of, or addition of any provision to the Articles (other than pursuant to a further equity financing not involving any shares or securities which have rights which rank, as to entitlements to income, return of capital (including those under Article 5), voting or anti-dilution in priority to the rights attached to the Series A Shares or, if such shares are redeemable, as to the terms of redemption, the Redeemable Shares),
 - (b) the creation or issue of any shares or securities which have rights which rank, as to entitlements to income, return of capital (including those under Article 5), voting or anti-dilution in priority to the rights attached to the Series A Shares or, if such shares are redeemable, as to the terms of redemption, the Redeemable Shares,

- (c) the approval of any merger, liquidation, dissolution or acquisition of the Company or sale of all or a substantial part of the business, undertaking or assets of the Company,
- (d) the purchase by the Company of any Ordinary Shares, B Ordinary Shares or Growth Shares,
- (e) the acquisition by the Company of any shares or other securities,
- (f) the entering into of a voluntary winding-up,
- (g) any member of the Group doing any of the events described in paragraphs (a) to (f) above, or
- (h) the Company or a member of the Group incurring any legally binding obligation to do any of the events described in paragraphs (a) to (1) above

12 3 No voting rights attached to a share which is nil 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 or some of the amounts payable to the Company in respect of that share have been paid

12 4 Notwithstanding any other provision of these Articles, the rights attaching to the Growth Shares shall not be deemed to be varied by the creation or issue of any shares or securities which have rights which rank, as to entitlements to income, return of capital (including those under Article 5), voting or Anti-Dilution in priority to the rights attached to any of the Growth Shares or any amendment or repeal of any provision of, or addition of any provision to, the Articles connected with that creation or issue of shares

13 [Intentionally Omitted]

14 [Intentionally Omitted]

15 Permitted Transfers

15 1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise

15 2 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 Shares previously transferred as permitted by this Article 15 2 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise

15 3 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on

which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price

15 4 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price

15 5 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder, (iii) transfer Shares to the new or remaining trustees upon a change of Trustees or (iv) transfer Shares to the beneficiaries under the Family Trust in question, in each case without restrictions as to price or otherwise

15 6 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% 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

15 7 If a Qualifying Company to which a Share has been transferred ceases to be a Qualifying Company it must, within five Business Days of so ceasing, transfer the Shares held by it to:

- (a) the Original Shareholder or another Qualifying Company (if the Shares it holds were transferred from an Original Shareholder under Article 15 1), or
- (b) the Trustees or to another Qualifying Company (if the Shares it holds were transferred under Article 15 5),

any may do so without restriction as to price

15 8 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing

execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them

15 9 On the death (subject to Article 15 2), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a Joint holder) his 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 Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder.

- 15 10 A transfer of any Shares approved in advance and in writing by the Investor Majority and the Founders may be made without restriction as to price or otherwise and each such transfer shall be registered by the Directors.

16 [Intentionally Omitted]

17 Valuation of Shares

- 17 1 If a Transfer Notice does not specify a Transfer Price or, if a Transfer Notice is deemed to have been served then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the Board first has actual knowledge of the facts giving rise to such deemed service, the Board shall appoint expert valuers in accordance with Article 17 2 (the "**Expert Valuers**") to certify the Fair Value of the Sale Shares.

- 17 2 The Expert Valuers will be either:

- (a) the Auditors, or (if so specified in the relevant Transfer Notice),
- (b) 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 appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party.

- 17 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 without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, and
- (e) reflect any other factors which the Expert Valuers reasonably believe should be taken into account.

- 17 4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.

- 17 5 The Expert Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 17 6 The Expert Valuers 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).
- 17 7 The Board will give the Expert Valuers access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose.
- 17 8 The Expert Valuers 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.
- 17 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 is pursuant to a Transfer Notice which is deemed to have been served, and the Sale Price certified by the Expert Valuers 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.

18 Compulsory transfers - general

- 18 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 Board.
- 18 2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Board may require the legal personal representatives of that deceased Shareholder either:
- (a) to effect a Permitted Transfer of such Shares which shall be made to, where the deceased Shareholder has made a will, the person beneficially entitled to that Share under that will (including for this purpose an election to be registered in respect of the Permitted Transfer), or
 - (b) to show to the satisfaction of the Board that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 18 2 shall not be fulfilled to the satisfaction of the Board a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Board may otherwise determine.

- 18 3 If a Shareholder which is a body corporate, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by

the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Board may determine.

- 18 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 body corporate, it shall be bound at any time, if and when required in writing by the Board 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 save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice This Article 18 4 shall not apply to a member that is an Investor.
- 18 5 A Shareholder who holds any Shares in respect of which a Transfer Notice is deemed to have been given under these Articles shall be excluded from any offer under Articles 13 3, 16 7 or 16 8.

19 Compulsory transfer-employees

- 19 1 If any Employee (other than a Founder) ceases for any reason to be an Employee and does not continue in such a capacity in relation to the Company or any member of its Group, that Employee shall be deemed to have given a Transfer Notice in respect of all the Employee Shares on the Effective Termination Date In such circumstances the Transfer Price of such Employee Shares shall be as follows:
- (a) where the relevant Employee ceases to be an Employee and is a Bad Leaver, the lower of Fair Value and the nominal value of the Employee Shares, or
 - (b) where the relevant Employee ceases to be an Employee and is a Good Leaver, the Fair Value of the Employee Shares.
- 19 2 For the purposes of this Article, the Priority Rights shall be such that the Employee Shares are offered for sale in the following order of priority:
- (a) to a person or persons nominated in writing by an Investor Majority and the Founders to take the departing Employee's place conditionally upon them commencing employment, office or a consultancy arrangement with the Company, and/or
 - (b) to any of the existing Employees (other than the departing Employee), and/or
 - (c) to any other person or persons approved by the Investor Directors and the Founders (other than the departing Employee), and/or
 - (d) to the Company (subject always to the provisions of the Act).
- 19 3 All voting rights attached to Employee Shares held by an Employee other than a Founder (the "**Restricted Member**"), if any, shall at the time he ceases to be an Employee be suspended unless the Board and the Investor Majority notify him otherwise
- 19 4 Any Employee Shares whose voting rights are suspended pursuant to Article 19 1 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution

Voting rights suspended pursuant to Article 19 1 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in the Company in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored

19 5 The provisions of this Article 19 may be waived with the consent of the Board and the Investor Majority

19 6 *Cessation of Founder Voting Rights* If any Founder for any reason ceases to be an Employee or a director of the Company and does not continue in such a capacity in relation to the Company or any member of its Group, all rights to vote either in person or by proxy or to vote on any proposed written resolution attached to all Shares held by that Founder if any, shall (subject to the following provisions of this Article 19) be suspended at the time he or she ceases to serve in such capacity unless the Board and the Investor Majority notify him or her otherwise

19 7 Any Shares whose voting rights are suspended pursuant to Article 19 6 ("**Restricted Founder Shares**") shall confer on the holders of Restricted Founder Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution Voting rights suspended pursuant to Article 19 6 shall be automatically restored immediately prior to an IPO If a Founder is required to transfer any Restricted Founder Shares in accordance with these Articles (but for the avoidance of doubt not including a transfer of Restricted Founder Shares to any Permitted Transferee under Article 15 1) all voting rights attached to the Restricted Founder Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored Notwithstanding any other provision of these Articles, this Article 19 7 may not be amended without the written consent of the holders of Restricted Founder Shares (if any)

19 8 Notwithstanding any other provision of these Articles, for so long as the Founders together or alone and/or any Founder's Permitted Transferee(s) hold or holds at least a majority of the issued Equity Shares, no provision of these Articles may be amended, altered, dis-applied, waived, repealed or removed in whole or in part without such holder's prior written consent, whether or not the Shares held by them carry the right to be entitled to receive notice of, attend, speak at and/or vote at any general meeting of the Company or any meeting of the holders of any class of Shares

19 9 On any resolution the effect of which is to amend, replace or repeal Article 19 8 or this Article 19 9, the Shares held by the Founders in respect of which voting rights are exercised shall (notwithstanding any other provision of these articles) carry votes equal to 76% of all votes cast

20 Mandatory Offer on a Change of Control

20 1 Except in the case of Permitted Transfers and transfers pursuant to Articles 18 and 19, the provisions of Article 20 2 will apply if one or more Proposed Sellers propose to transfer in one or a Series of related transactions any Equity Shares (the "**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

- 20 2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other Shareholders to acquire all of the Company's issued Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 20 6)
- 20 3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**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 (the "**Proposed Sale Shares**")
- 20 4 If any other holder of Equity Shares is 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
- 20 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
- 20 6 For the purpose of this Article:
- (a) the expression "**transfer**" and "**purchaser**" shall include the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment respectively, and
 - (b) 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 in the Proposed Transfer plus the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of any shares 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 by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, provided however that in the case of the Redeemable Shares that do not convert to Deferred Shares by operation of Article 4, the "**Specified Price**" shall not be less per share than £1,000

21 Co-Sale right

- 21 1 No transfer (other than Permitted Transfers by the Founders or either of them of up to 50% of the Shares then held by each of the Founders) of any of the Equity Shares held by a Founder may be made or validly registered unless the relevant Founder (a "**Selling Founder**") shall have observed the following procedures of this Article 21
- 21 2 The Selling Founder shall give to each holder of Series A Shares (an "**Equity Holder**") not less than 10 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 (the "**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 Equity Shares which the Selling Founder proposes to sell, and
- (e) the address where the counter-notice referred to in Article 21 3 below should be sent

21 3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Founder that they wish to sell a certain number of Equity Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Equity Shares which such Equity Holder wishes to sell. The maximum number of shares which an Equity Holder can sell under this procedure shall be:

$$\left(\frac{X}{Y}\right) \times Z$$

where:

X is the number of Equity Shares held by the Equity Holder,

Y is the total number of Equity Shares,

Z is the number of Equity Shares the Selling Founder proposes to sell

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

21 4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Selling Founder 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 Founder from the Buyer

21 5 No sale by the Selling Founder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice

21 6 Save as set out in Article 21 2, sales made in accordance with this Article 21 shall not be subject to Article 16

22 Drag-along

22 1 If the holders of more than 50% of the Equity Shares (other than the Growth Shares) (including an Investor Majority) (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall have the option (the "**Drag Along Option**") to require all the other holders of Shares (the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article

22 2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**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 Proposed Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this

Article 22, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article) and the proposed date of transfer

- 22 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 Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice
- 22 4 The consideration (in cash or otherwise) 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 Proposed Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 5 and 6
- 22 5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this Article
- 22 6 Within five Business Days of the Proposed Purchaser serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant share certificate(s) (or a suitable indemnity in lieu thereof) to the Company On the expiration of that five Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to Article 22 4 to the extent the Proposed Purchaser has put the Company in the requisite funds The Company's receipt for the amounts due pursuant to Article 22 4 shall be a good discharge to the Purchaser The Company shall hold the amounts due to the Called Shareholders pursuant to Article 22 4 in trust for the Called Shareholders without any obligation to pay interest
- 22 7 To the extent that the Proposed Purchaser has not, on the expiration of such five Business Day period, put the Company in funds to pay the amounts due pursuant to Article 22 4, the Called Shareholders shall be entitled, if they so elect in writing, to the return of the stock transfer forms and share certificate (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 22 in respect of their Shares
- 22 8 If a Called Shareholder fails to deliver stock transfer forms and share certificates (or suitable indemnity) for its Shares to the Company upon the expiration of that five Business Day period, the Board shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, at the expiration of that five Business Day period, put the Company in funds to pay the amounts due pursuant to Article 22 4 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 his share certificate for his Shares (or provide a suitable indemnity) to the Company On surrender, he shall be entitled to the amount due to him pursuant to Article 22 4
- 22 9 Any transfer of Shares to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Articles 16, 20 or 21

- 22 10 On completion of the sale of the Called Shares, the Directors shall (subject only to stamping any stock transfer forms, if required) immediately register the Proposed Purchaser (or as he may direct) as the holder of the Called Shares and, after the Proposed Purchaser (or his nominee) has been registered as the holder, the validity of those proceedings shall not be questioned by any person. A person may be registered as the holder of the Called Shares under this Article 22 10 even if no certificate for those shares has been produced.
- 22 11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**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 Proposed Purchaser or as the Proposed Purchaser may direct 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.
- 22 12 All other regulations of the Company relating to the transfer of shares and the rights to registration of transfers shall be read subject to this Article 22.

23 General meetings

- 23 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.
- 23 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 those qualifying persons present at such adjourned meeting shall constitute a quorum.
- 23 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.
- 23 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.
- 23 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.

23 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

23 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

24 Proxies

24 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)"

24 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 Board 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

25 Directors' borrowing powers

The Directors may 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

26 Alternate Directors

26 1 Notwithstanding any provision of these Articles to the contrary, *any* person appointed as a Director (the "**Appointer**") *may* appoint any director or any other person as he thinks fit to be his 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 Appointer

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

26 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointer, or in *any* other manner approved by the Board

26 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

26 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

26 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 the Board and of all meetings of committees of the Board of which his Appointor is a member

26 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 Appointer is not participating), and
- (b) may sign a Directors' written resolution (but only if his 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

26 7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointer, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision)

26 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 Appointer may direct by notice in writing made to the Company

26 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 Appointer's appointment as a Director,
- (c) on the death of the alternate's Appointer, or
- (d) when the alternate's Appointer's appointment as a Director terminates

27 Number of Directors

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two

28 Appointment of Directors

- 28 1 In addition to the powers of appointment under article 17(1) of the Model Articles, the Series A Shareholders shall be entitled to nominate two persons to act as Directors of the Company by notice in writing addressed to the Company from time to time and the other holders of Shares shall not *vote* their Shares so as to remove that Director from office. The Series A Shareholders shall be entitled to remove their nominated Directors so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his or their place
- 28 2 In addition to the powers of appointment under article 17(1) of the Model Articles, (a) for so long as the Founders together or alone and/or their Permitted Transferee(s) hold at least a majority of the issued Equity Shares, those holders shall be entitled to nominate two persons to act as Directors of the Company and (b) for so long as the Founders together or their Permitted Transferee(s) hold at least 25% of the issued Equity Shares, those holders shall be entitled to nominate one person to act as a Director of the Company, in each case by notice in writing addressed to the Company from time to time and the other holders of Shares shall not *vote* their Shares so as to *remove* either or both of such Directors from office. The appointing Founder(s) or Permitted Transferee(s) (as the case may be) shall be entitled to *remove* their nominated Director(s) so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his or their place
- 28 3 An appointment or removal of a Director under Article 28 1 or Article 28 2 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
- 28 4 Each Investor Director and each Director appointed under Article 28 2 shall be entitled at his 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
- 28 5 Each Investor shall be entitled to appoint one person to act as an observer to the Board. The observer shall be entitled to attend and speak at all meetings of the Board and *receive* copies of all board papers as if he were a Director but shall not be entitled to *vote* on any resolutions proposed at a board meeting

29 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:

- (a) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be *vacated*, or
- (b) in the case of Directors other than an Investor Director or any Director appointed under Article 28 2, if a majority of his co-Directors serve notice on him in writing, *removing* him from office

30 Proceedings of Directors

- 30 1 The quorum for Board meetings shall be four Directors who must include both Investor Directors and both Directors appointed in accordance with Article 28 2 (in each case provided they hold office as a Director) (save that where a Relevant Interest of a Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Director and any other interested Director shall not be included for the purpose of such authorisation but shall be included for the purpose of forming the quorum). 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 and the Investor Directors. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed and the Directors present shall constitute a quorum
- 30 2 In the event that a meeting of the Board is attended by a Director who is acting as alternate for one or more other Directors, 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
- 30 3 If all the Directors participating in a meeting of the Board 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
- 30 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
- 30 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 his 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 Board or of a committee of the Board 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

- 30 6 Questions arising at any meeting of the Board shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall have a second or casting vote provided that the chairman shall not have a casting vote on a vote on a particular matter upon which he is restricted from voting.
- 30 7 A decision of the Board 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.

31 Directors' interests

Specific interests of a Director

- 31 1 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 his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:
- (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 ordinary resolution

Interests of an Investor Director

31 2 In addition to the provisions of Article 31 1, 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 his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a earned interest, remuneration or incentive arrangements or the holding of securities) in:

- (a) an Investor Fund Manager,
- (b) any of the funds advised or managed by an Investor Fund Manager from time to time, or
- (c) another body corporate or firm in which an Investor Fund Manager or any fund advised by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies

Interests of which a Director is not aware

31 3 For the purposes of this Article 31, 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 his

Accountability of any benefit and validity of a contract

31 4 In any situation permitted by this Article 31 (save as otherwise agreed by him) a Director shall not by reason of his 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

Terms and conditions of Board authorisation

31 5 Subject to Article 31 6, 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 his interest ("**Relevant Interest**") pursuant to that section 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 Board or of a committee of the Board in relation to the Relevant Interest,
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Board or of a committee of the Board where such Relevant Interest is to be discussed, or

- (iii) restricting the application of the provisions in Articles 31 7 and 31 6, 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 Situation as they see fit from time to time, and subject to Article 31 6, 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 31

Terms and conditions of Board authorisation for an Investor Director

- 31 6 Notwithstanding the other provisions of this Article 31, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Board or that he shall be required to disclose, use or apply confidential information as contemplated in Article 31 8

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

- 31 7 Subject to Article 31 8 (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 31), if a Director, otherwise than by virtue of his 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, or
 - (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director
- 31 8 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 31 7 shall apply only if the conflict arises out of a matter which falls within Article 31 1 or Article 31 2 or has been authorised under section 175(5)(a) of the Act

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

- 31 9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may 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 Board for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Board for the purpose of or in connection with the situation or matter in question, including without limitation:
- (a) absenting himself from any discussions, whether in meetings of the Board or otherwise, at which the relevant situation or matter falls to be considered, and
 - (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to

ascertain the extent to which it might be appropriate for him to have access to such documents or information

Requirement of a Director is to declare an interest.

31 10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 31 1 or Article 31 2 at a meeting of the Board, 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 Board may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under Article 31 1(g),
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware), or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Board, or by a committee of Board appointed for the purpose under these Articles

Shareholder approval

31 11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 31

31 12 For the purposes of this Article 31:

- (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

32 Notices

32 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,
- (b) in electronic form, or
- (c) (by the Company) by means of a website (other than notices calling a meeting of Board),

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 32.

Notices in hard copy form

- 32 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 his 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 his 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
- 32 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

- 32 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 fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), 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 32 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:
 - (i) on its website from time to time, or
 - (ii) by notice (in hard copy or electronic form) to all members of the Company from time to time

32 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 facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), 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 man electronic form, at the time of delivery, and
- (d) if sent by any other electronic means as referred to in Article 32 4(c), at the time such delivery ,s deemed to occur under the Act

32 6 Where the Company ,s able to show that any notice or other document given or sent under these Articles by electronic means was property 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

Notice by means of a website

32 7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website

General

32 8 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 (the "**Primary Holder**") Notice so given shall constitute notice to all the Joint holders

32 9 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)

33 Indemnities and insurance

33 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 his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no director of the Company 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 33 1(a)(i), 33 1(a)(iii)(B) and 33 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

33 2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his 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

34 Data Protection

34 1 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 ("**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

35 Secretary

Subject to the provisions of the Act, the Board 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

36 [Intentionally Omitted]

37 Call Notices

37 1 Subject to these Articles and the terms on which Shares are allotted, the Board may send a notice (a "**Call Notice**") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company by that Shareholder when the Board decide to send the Call Notice

37 2 A Call Notice:

- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholders 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

37 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

37 4 Before the Company has received any call due under a Call Notice the Board 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

37 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

37 6 Subject to the terms on which Shares are allotted, the Board 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

37 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

37 8 If the due date for payment of such a sum as referred to in Article 37 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

37 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 Board 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)

37 10 For the purposes of Article 37 9:

- (a) the "**Call Payment Date**" shall be the time when the call notice states that a call is payable, unless the Board 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 Board, 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)

37 11 The Board may waive any obligation to pay interest on a call wholly or in part

37 12 The Board may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice

38 Forfeiture of Shares

38 1 A notice of intended forfeiture:

- (a) may be sent in respect of any Share 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
- 38 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 Board 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
- 38 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
- 38 4 Any Share which is forfeited in accordance with these Articles:
- (a) shall be deemed to have been forfeited when the Board 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 Board think fit
- 38 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 Board 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

- 38 6 At any time before the Company disposes of a forfeited Share, the Board 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
- 38 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 Board shall be entitled to authorise any person to execute the instrument of transfer
- 38 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
- 38 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
- 38 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

39 Surrender of Shares

- 39 1 A Shareholder shall be entitled to surrender any Share:
- (a) in respect of which the Board issue a notice of intended forfeiture,
 - (b) which the Board forfeit, or
 - (c) which has been forfeited
- The Board shall be entitled to accept the surrender of any such Share
- 39 2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share
- 39 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