

COMPANY NUMBER: 02946537

**WRITTEN RESOLUTION OF
MEMBERS**

of

FAST WEB MEDIA LTD

(the "Company")

Circulation Date: 24 April 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company propose that resolution below is passed as a special resolution (the "**Resolution**").

SPECIAL RESOLUTION

THAT the proposed new articles of association of the Company circulated with this resolution be and hereby are adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

We, the undersigned, being the sole member of the Company who would be entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution.

.....

**For and on behalf of A Sundall Invest AS For and on behalf of Altea Property
Development AS**

.....

For and on behalf of AS Holding AS For and on behalf of B & G Levy

SATURDAY



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A29

16/05/2015

#232

COMPANIES HOUSE

Kjell Olav Bronken

Tore Andreas Bruun

For and on behalf of

Christian Aeroe

Charles Street International Limited

For and on behalf of Colargol Invest AS

For and on behalf of Commerzbank AG

**For and on behalf of Corporate Services
(TD Waterhouse) Nominees Limited**

For and on behalf of Dan-Form ApS

**For and on behalf of Dobber
Corporation ApS**

Egon Wolsnei

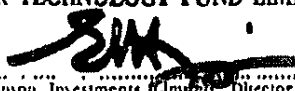
**For and on behalf of
FOOD INTERNATIONAL LIMITED**

Eric K. Simpson
Director

Enrique Cavaye Solor

**For and on behalf of Food International
Limited**

For and on behalf of
GRP TECHNOLOGY FUND LIMITED


Simpson Investments Limited, Director
Eric K. Simpson, Authorized

Geir Hakon Gjerloew

For and on behalf of GRP Technology
Fund Limited

For and on behalf of Hammerfestgt 1AS

Tom Haukeberg

Arne Hensten

Elgel Lavard Høe

For and on behalf of Honeychurch
Assets Limited

For and on behalf of Hyson Limited

Inger Johansson

Jens Peter Lembke

Jostein Lindalen

For and on behalf of K-Konsult AS

Geir Hakon Gjerloew

For and on behalf of GRP Technology
Fund Limited

For and on behalf of Hammerfestgt 1AS

Tom Haukeberg

Arne Hensten

Elgel Lavard Høe

For and on behalf of
HYSON LIMITED



Authorized Signature(s)

Eric K. Simpson

Director

For and on behalf of Honeychurch
Assets Limited

For and on behalf of Hyson Limited

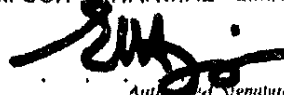
Inger Johansson

Jens Peter Lembke

Jostein Lindalen

For and on behalf of K-Konsult AS

FOR AND ON BEHALF OF
SIMPSON FINANCIAL LIMITED



Eric K. Simpson

Authorized Signature(s).....

Director

Per Olav Sanne

For and on behalf of Simpson Financial
Limited

Aud Oleanne Sinding

William Sinding

Rune Sundvall

For and on behalf of the Trustees of A
Levy and Son Pension Fund

For and on behalf of Vidacos Nominees
Limited

Michael Flynn

Gelr Hakon Gjerloew

**For and on behalf of GRP Technology
Fund Limited**

For and on behalf of Hammerfestgt 1AS

Tom Haukeberg

Arne Hensten
For and on behalf of
HONEYCHURCH ASSETS LIMITED


Eric K. Simpson
Authorized Signature(s)

Director
For and on behalf of Honeychurch
Assets Limited

Elgel Lavard Høe

For and on behalf of Hyson Limited

Inger Johansson

Jens Peter Lembke

Jostein Lindalen

For and on behalf of K-Konsult AS

Per Olav Sanne

**For and on behalf of Simpson Financial
Limited**

Aud Oleanne Sinding

William Sinding

Rune Sundvall

**For and on behalf of the Trustees of A
Levy and Son Pension Fund**

**For and on behalf of Vidacos Nominees
Limited**

Michael Flynn

NOTES

- 1 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by post at c/o the Company Directors, Haines Watts, 1st Floor, Northern Assurance Buildings, 9-21 Princess Street, Manchester M2 4DN
- 2 If you do not agree to the Resolutions, you do not need to do anything, you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
4. Unless by the date falling 28 days after the Circulation Date sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure your agreement reaches us on or before that date.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FAST WEB MEDIA LIMITED (the "Company")

(Adopted by a special resolution passed on 28 April 2015)

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires.

"A Shares"	ordinary shares of £0.005 each in the capital of the Company designated as 'A Shares',
"A Shareholder"	a holder of A Shares,
"Act"	the Companies Act 2006;
"Acting in Concert"	has the meaning given by the City Code on Takeovers and Mergers as in force and construed on the Adoption Date,
"Adoption Date"	the date of adoption of these Articles,
"Appointor"	has the meaning given in article 11.1;
"Articles"	the company's articles of association for the time being in force,
"B Shares"	ordinary shares of £0.005 each in the capital of the Company designated as 'B Shares',
"B Shareholder"	a holder of B Shares,
"Business Day"	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,
"Companies Acts"	the Act and the Companies Act 1985 as amended and in force prior to the adoption of these articles;
"Conflict"	has the meaning given in article 7.1;
"Connected Person"	a person connected with another within the meaning of section 839 of the Income and Corporation Taxes Act 1988,
"Control"	has the meaning given to it in section 955 of the Income Tax Act 2007 and "Controlled" will be construed

accordingly,

"director"	a director of the Company, including any person occupying the position of director, by whatever name, called,
"Disposal"	the sale of the Shares, or assets or a listing of the Company on a recognised market or exchange for its Shares other than an Excluded Sale,
"Dragged Shareholders"	has the meaning given in article 18.1,
"Dragged Shares"	has the meaning given in article 18.1,
"Drag Notice"	has the meaning given in article 18.2,
"Drag Option"	has the meaning given in article 18.1,
"Drag Price"	has the meaning given in article 18.1,
"Eligible Director"	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
"Excluded Sale"	a transaction <ol style="list-style-type: none">where Control of the Company is acquired by a company which is controlled by persons who, taken together, Controlled the Company immediately before such change of Control (and for the purposes of assessing Control of the acquiring company under these circumstances there shall be disregarded any shares in the acquiring company that are newly-issued at the time of and in connection with the change of Control of the Company to person who were not shareholders of either the Company or the acquiring company immediately prior to the transaction), orwhich is determined by the Board in circumstances where there is a change of Control of the Company arising as part of a group or corporate reorganisation as not constituting a sale; orany other change of Control determined by the Board in its absolute discretion,
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,
"person"	an individual, partnership, unincorporated association, or body corporate (wherever incorporated or situate) and includes a reference to that person's legal personal representatives and successors,

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|--------------------------------|--|
| "Relevant Officer" | any Director or other officer or former Director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor), |
| "Relevant Loss" | any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, |
| "Relevant Shares" | has the meaning given in article 18 1, |
| "Shareholder" | A Shareholders and B Shareholders, |
| "Shareholder Majority" | the Shareholders who at the relevant time, hold at least 75% of the A Shares, |
| "Shares" | means A Shares and B Shares; |
| "Third Party Purchaser" | any person who is not a Shareholder, and |
| "Transfer Form" | an instrument of transfer of a Share in any usual form or in any other form approved by the directors, which is executed by or on behalf of the transferor |
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- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5.1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1.6 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles

- 1 8 Articles 8, 9(1), 11(2), (3) and (4), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the Company
- 1 9 Article 7 of the Model Articles shall be amended by -
- 1 9 1 the insertion of the words "for the time being" at the end of article 7(2)(a), and,
- 1 9 2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1 11 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person nominated under article 27(2)," after the words "the transmittee's name".
- 1 14 Article 30(1) of the Model Articles shall be amended by the addition of a new sentence at the end of this article stating "The B Shareholders shall have no rights to a dividend"
- 1.15 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".
- 1 16 Article 42 of the Model Articles is amended by the addition of a new sentence at the end of this article stating "The B Shareholders shall have no right to a vote"
- 1 17 In these Articles companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

DIRECTORS

2. UNANIMOUS DECISIONS

- 2.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 2.2 Such a decision 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.
- 2 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

3 CALLING A DIRECTOR'S MEETING

Any director may call a directors' meeting by giving not less than 1 Business Days' notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

4 **QUORUM FOR DIRECTORS' MEETINGS**

4 1 Subject to article 4 2, the quorum for the transaction of business at a meeting of directors is any two eligible directors

4 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

4 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

4.3.1 to appoint further directors, or,

4 3.2 to call a general meeting so as to enable the shareholders to appoint further directors

5. **CASTING VOTE**

If the number of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

6. **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

6 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

6.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

6.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

6.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

6 1 4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

6.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and;

6 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such

remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7 DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTERESTS

7 1 For the purposes of section 175 of the Act the directors may, in accordance with the requirements set out in this article, authorise any matter proposed to them by any director which would, if not authorised, constitute or give rise to a situation in which a director has, or can have, a direct or indirect interest which conflicts, or possibly may conflict with the interest of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) ("**Conflict**")

7 2 Any authorisation under this article will be effective only if:

7 2 1 the director has disclosed to the other directors the nature and extent of his interest in any Conflict, such disclosure to be made as soon as reasonably practicable,

7 2 2 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine,

7 2 3 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and

7 2 4 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

7.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently).

7 3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,

7.3 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, and

7 3 3 be terminated or varied by the directors at any time

7.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person the director is under no obligations to:

7 4 1 disclose such information to the directors or to any director or other officer or employee of the company, and

7 4.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence

7 5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director

- 7 5 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
 - 7 5 2 is not given any documents or other information relating to the Conflict, and
 - 7.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 7 6 Where the directors authorise a Conflict
 - 7 6 1 the terms of the authorisation shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded),
 - 7 6 2 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict,
 - 7.6 3 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 7.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 8 **RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye
- 9 **NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 10. **APPOINTMENT OF DIRECTORS**

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 11 **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**
 - 11.1 Any director ("**Appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to
 - 11.1.1 exercise that director's powers, and,
 - 11 1 2 carry out that director's responsibilities.

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.

- 11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the Appointor, or in any other manner approved by the directors

- 11.3 The notice must

11.3.1 identify the proposed alternate, and,

11.3.2 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

12 **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor

- 12.2 Except as the Articles specify otherwise, alternate directors -

12.2.1 are deemed for all purposes to be directors,

12.2.2 are liable for their own acts and omissions;

12.2.3 are subject to the same restrictions as their appointers, and,

12.2.4 are not deemed to be agents of or for their Appointors.

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

- 12.3 A person who is an alternate director but not a director--

12.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

12.3.2 may participate in a unanimous decision of the directors (but only if his Appointor is an eligible director in relation to that decision, but does not participate), and;

12.3.3 shall not be counted as more than one director for the purpose of article 9

- 12.4 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, 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), but shall not count as more than one director for the purposes of determining whether a quorum is present

- 12.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the company

13 **TERMINATION OF ALTERNATE DIRECTORSHIP**

13 1 An alternate director's appointment as an alternate terminates

13 1.1 when the alternate's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

13.1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;

13 1 3 on the death of the alternate's Appointor, or,

13 1 4 when the alternate's Appointor's appointment as a director terminates.

14. **SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

15 **SHARE RIGHTS**

15 1 The A Shareholders shall have a right to one vote per Share and a right to dividends and to a share of capital on a winding up

15.2 The B Shareholders shall have no rights other than a right to receive 1% for each B Share held of the sum over and above £1 25m (after deal costs) received on a future Disposal.

DECISION MAKING BY SHAREHOLDERS

16. **POLL VOTES**

16 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

16.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

17. **PROXIES**

17.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

17 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

18. **DRAG ALONG**

18.1 If the Shareholder Majority want to transfer all their Shares (the "**Relevant Shares**") on arms-length terms and in good faith to a Third Party Purchaser they shall have the option (the "**Drag Option**") to require the other Shareholders (the "**Dragged Shareholders**") to transfer all their Shares (the "**Dragged Shares**") to the Third Party Purchaser with full title guarantee in accordance with this article 18

18.2 To exercise the Drag Option the Shareholder Majority shall give an irrevocable notice in Writing (the "**Drag Notice**") to the Dragged Shareholders. The Drag Notice shall specify.

18.2.1 that the Dragged Shareholders are required to transfer their Dragged Shares to the Third Party Purchaser pursuant to this article 18,

18.2.2 the price the Dragged Shareholders will receive for each Dragged Share (the "**Drag Price**"), which shall be an amount at least equal to the price per Relevant Share offered by the Third Party Purchaser,

18.2.3 the name of the Third Party Purchaser (save where the directors, in their absolute discretion, decide that in the interests of confidentiality and/or any public share exchange sensitivity it is not appropriate or desirable to disclose the name of the Third Party Purchaser, in which case the Drag Notice would include a statement to that effect), and

18.2.4 the proposed date for completion of the transfer of the Relevant Shares and the Dragged Shares.

18.3

18.4 Unless the Shareholder Majority and the Dragged Shareholders agree otherwise, the transfer of the Relevant Shares and the Dragged Shares (including payment of the consideration) shall take place on the same day

18.5 The Company is unconditionally and irrevocably authorised to appoint any person as agent of each Dragged Shareholder to execute the required Transfer Forms for the Dragged Shares in the name and on behalf of that Dragged Shareholder and to do such other things as are necessary to transfer the Dragged Shares pursuant to this article 18.

18.6 The provisions of this article 18 shall prevail over any contrary provisions of these Articles

ADMINISTRATIVE ARRANGEMENTS

19 **MEANS OF COMMUNICATION TO BE USED**

19.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient.-

19.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

- 19 1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 19 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 19 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 19.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

20. **INDEMNITY**

- 20.1 Without prejudice to any indemnity to which a relevant officer is otherwise entitled.

- 20.1.1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer,

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

- including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

- 20 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 20 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 20.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

- 20.3 In this article:

- 20.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

- 20 3.2 a "**Relevant Officer**" means any director or other officer of former director or other officer of the Company or an associated company

(including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

21. INSURANCE

The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any Relevant Loss