

COMPANY NUMBER 03445712

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ASPECT LIMITED

(Adopted by special resolution passed on 30 November 2021)

INTRODUCTION

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles:

"Act"	the Companies Act 2006.
"appointor"	has the meaning given in article 11.1.
"Articles"	the company's articles of association for the time being in force.
"Bad Leaver"	an Employee who becomes a Departing Employee in circumstances where he is not a Good Leaver.
"Board"	the board of directors from time to time of the company.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.
"Conflict"	has the meaning given in article 7.1.
"Controlling Interest"	an interest in shares in the company giving the holder or holders control of the company within the meaning of section 840 of the Income and Corporation Taxes Act 1988.

"Deemed Transfer Notice"	a Transfer Notice that is deemed to have been served under article 18.1 or article 18.2
"Departing Employee"	<p>an Employee who:</p> <ul style="list-style-type: none"> (a) is a director and an employee of the company and ceases to be both a director and an employee of the company (other than by reason of death); (b) is a director (but not an employee) of the company and ceases to be a director of the company (other than by reason of death); or (c) is an employee (but not a director) of the company and ceases to be an employee of the company (other than by reason of death).
"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).
"Employee"	a shareholder who is, or has been, a director and/or employee of the company.
"Encumbrance"	any interest or equity of any person (including any right to acquire, option, right of pre-emption, any agreement in respect of voting rights or commitment to give or create voting rights) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement
"Fair Value"	the value of a share (of any class) in the capital of the company from time to time, as determined in accordance with article 19.
"Good Leaver"	an Employee who becomes a Departing Employee by reason of:

- (a) retirement, permanent disability or permanent incapacity through ill-health;
- (b) redundancy (as defined in the Employment Rights Act 1996); or
- (c) dismissal by the company 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 an Employee who becomes a Departing Employee in circumstances where he is determined to be a Good Leaver for the purposes of article 18.3.4(b) by all of the shareholders (other than the Departing Employee) in writing, regardless of whether such determination is made before or after the relevant Employee becomes a Departing Employee.

"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.

"Shareholder Consent" the prior written consent of all of the shareholders.

"Transfer Price" the price per Sale Share determined in accordance with article 17.4

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 legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
- 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a);
and
- 1.11.2 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".
- 1.12 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".
- 1.13 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".
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name"

- 1.16 Articles 31(1)(a) to (c) (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". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

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 DIRECTORS' MEETING

Any director may call a directors' meeting by giving not less than ten Business Days' notice of the meeting (or such lesser notice as all the directors may agree) 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 numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting shall not have 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 or she has declared the nature and extent of his or her 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 existing or proposed transaction or arrangement in which he or she 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 existing or proposed transaction or arrangement in which he or she is interested;
- 6.1.4 may act by himself or herself, or his or her firm in a professional capacity for the company (otherwise than as auditor) and he or she, or his or her firm shall be entitled to remuneration for professional services as if he or she 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 or she may otherwise agree, be accountable to the company for any benefit which he or she (or a person connected with him or her (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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 or her duty under section 176 of the Act.

7. DIRECTORS' CONFLICTS OF INTEREST

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his or her duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

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

7.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration 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;

7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and

7.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

7.3 Any authorisation of a Conflict under this article 7 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 matter or situation so authorised;

7.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- 7.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 7.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 7.3.5 provide that, where the Interested Director obtains, or has obtained (through his or her involvement in the Conflict and otherwise than through his or her position as a director of the company) information that is confidential to a third party, he or she will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and
 - 7.3.6 permit the Interested Director to absent himself or herself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 7.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 7.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 7.6 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 or she 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 or her (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 appointors; 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 or her 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 or her 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 purposes of article 12.3.1 and article 12.3.2.

12.4 A director who is also an alternate director is entitled, in the absence of his or her appointor, to a separate vote on behalf of his or her appointor, in addition to his or her own vote on any decision of the directors (provided that his or her 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 may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be 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.

SHARES

15. PURCHASE OF OWN SHARES

- 15.1 Subject to the Act but without prejudice to any other provision of these Articles, the company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

- 15.1.1 £15,000; and
- 15.1.2 the nominal value of 5% of the company's fully paid share capital at the beginning of each financial year of the company.

16. SHARE TRANSFERS: GENERAL

- 16.1 No shareholder shall create any Encumbrance over, transfer or otherwise dispose of or give any person any rights in or over any share or any interest in any share, except as permitted or required by these Articles, or with Shareholder Consent.
- 16.2 Save with Shareholder Consent, no shareholder shall transfer any shares unless he or she transfers all (and not some only) of the shares held by him or her.

16.3 Subject to article 17.20, the Board shall register any duly stamped transfer made in accordance with these Articles, unless it suspects that the proposed transfer may be fraudulent.

17. SHARE TRANSFERS: PRE-EMPTION RIGHTS

17.1 Except where the provisions of article 18 (Share transfers: compulsory transfers) apply, a shareholder (**Seller**) wishing to transfer any shares must give a notice in writing (**Transfer Notice**) to the company giving details of the proposed transfer, including:

17.1.1 the number of shares he wishes to transfer, being the Seller's entire shareholding in the company (**Sale Shares**); and

17.1.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed buyer.

17.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.

17.3 Once given, a Transfer Notice may not be withdrawn.

17.4 The Transfer Price for all of the Sale Shares the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the Board (any director with whom the Seller is connected not voting) or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice, the Fair Value.

17.5 The Board may, within 5 Business Days of receipt of the Transfer Notice resolve that the company will, subject to and in accordance with the provisions of Part 18 of the Companies Act 2006, as soon as practicable, purchase all of the Sale Shares at the Fair Value (**Buy-Back Notice**) and such notice shall be binding upon the company and the Seller and the provisions of articles 17.13 to 17.17 shall apply.

17.6 In the event that the Board does not pass a resolution as set out in article 17.5, the company will offer the Sale Shares for sale to the other shareholders (excluding any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice) (**Offerees**) inviting them to apply to the company in writing within the period from the date of the offer to the date 20 Business Days after the

offer (both dates inclusive) (**Offer Period**) for the maximum number of Sale Shares they wish to buy. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered and the provisions of articles 17.7 to 17.12 shall apply.

17.7 If:

17.7.1 at the end of the Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Offeree who has applied for Sale Shares in the proportion which his existing holding of shares bears to the total number of shares (excluding those held either by the Seller or by any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the Offerees shall be determined by the Board). No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;

17.7.2 not all Sale Shares are allocated following allocations in accordance with article 17.7.1, but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 17.7.1. The procedure set out in this article 17.7.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

17.7.3 at the end of the Offer Period, the company has not received applications in respect of all the Sale Shares, the Board shall allocate the Sale Shares to the Offerees in accordance with their applications. The balance of the Sale Shares may, with Shareholder Consent, be transferred to the buyer identified in the Transfer Notice (if any) in accordance with article 17.20.

17.8 The Board shall, when no further offers or allocations are required to be made under article 17.7, give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and to each shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale

Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 10 Business Days, after the date of the Allocation Notice).

17.9 On the date specified for completion in the Allocation Notice (**Completion Date**) the Seller shall execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Applicants or the Board may reasonably require to show good title to the Sale Shares, or to enable each of them to be registered as the holder of the Sale Shares.

17.10 If the Seller fails to comply with article 17.9:

17.10.1 the chairman of the Board (or, failing him, any other director of the company or some other person nominated by a resolution of the Board) may, as agent attorney on behalf of the Seller:

- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- (b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- (c) (subject to the transfers being duly stamped) enter the Applicants in the register of shareholders as the holders of the Sale Shares purchased by them; and

17.10.2 the company shall pay the Transfer Price into a separate bank account in the company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the company.

17.11 The Applicant(s) shall pay the Transfer Price in the following tranches to the Seller (together the **Share Sale Payments**, each a **Share Sale Payment**):

17.11.1 on the Completion Date, an amount equal to 25% of the Transfer Price;

- 17.11.2 on the 12-month anniversary of the Completion Date, an amount equal to 25% of the Transfer Price;
- 17.11.3 on the 24-month anniversary of the Completion Date, an amount equal to 25% of the Transfer Price; and
- 17.11.4 on the 36-month anniversary of the Completion Date, an amount equal to 25% of the Transfer Price.
- 17.12 If any Applicant fails to pay the Transfer Price payable by him on the due date as set out in article 17.11, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Transfer Price shall accrue interest at a rate equal to 4% per annum above the base rate of The Bank of England from time to time.
- 17.13 On the date specified in the Buy-Back Notice served in accordance with article 17.5 (**Buy-Back Completion Date**) the Seller shall execute and deliver a buy-back agreement in such form as the company may in its sole discretion determine to the company together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Board may reasonably require to show good title to the Sale Shares, or to enable the Sale Shares to be bought back.
- 17.14 The company may, in its Buy-Back Notice determine how many Sale Shares it will buy-back immediately provided that this will not be less than 25% of the Sale Shares and will determine when it will acquire the balance of Buy-Back Shares (**Balance of Buy-Back Shares**) and in what proportions provided that all of the Sale Shares will be acquired on or before the third anniversary of the Buy-Back Completion Date.
- 17.15 In the event the company does not acquire all of the Sale Shares on the Buy-back Completion Date the Balance of Buy-Back Shares will automatically and immediately convert into B shares as follows:-
- 17.15.1 the conversion shall take effect immediately on the Buy-Back Completion Date at no cost to the Seller,
- 17.15.2 the Seller shall deliver the certificates for the Sale Shares to the Company for conversion;
- 17.15.3 the Company shall issue to the Seller new certificates for the Sale Shares resulting from the conversion; and

17.15.4 the Company shall procure that all necessary steps be taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with.

17.16 The B Shares:-

17.16.1 shall rank equally in all respects; and

17.16.2 shall not confer on the holders thereof any right or rights to:

- (a)** transfer or transmit any such Deferred Shares to any person;
- (b)** receive notice of, attend or vote at a general meeting of the Company;
- (c)** dividends or other distributions from the Company; or
- (d)** any surplus assets of the Company on a return of capital on liquidation or otherwise.

17.17 In the case of an acquisition of Sale Shares by the company, if the Seller defaults in transferring any Sale Shares or providing any documentation that is required in the name and on behalf of the Seller to enable the Buy-Back to complete the chairman of the Board (or, failing him, any other director of the company or some other person nominated by a resolution of the Board) may, as agent attorney on behalf of the Seller:

- (a)** complete, execute and deliver in his name all documents necessary to give effect to the buy-back of the relevant Sale Shares by the company;
- (b)** receive the Transfer Price and give a good discharge for it; and
- (c)** (subject to the transfers being duly stamped) cancel the Sale Shares in accordance with the Act and hold the purchase money on trust (without interest) for the Seller.

17.18 Any transfer of shares by way of a sale that is required to be made under these Articles shall be deemed to include a warranty that the Seller sells the shares with full title guarantee.

- 17.19 Each shareholder shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the company) the registration of each transfer of Sale Shares under this article 17 (subject to due stamping of a transfer by the company or by the relevant Applicant(s) as the case may be) and each of them consents to such transfers and registrations.
- 17.20 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, at any time during the 40 Business Days following the date of service of the Allocation Notice, transfer the balance of the Sale Shares to the buyer identified in the Transfer Notice (if any) at a price per share at least equal to the Transfer Price. The Seller shall not be permitted to transfer any such Sale Shares to a third party buyer if that buyer was not identified in the Transfer Notice (save with Shareholder Consent).

18. SHARE TRANSFERS: COMPULSORY TRANSFERS

- 18.1 A shareholder is deemed to have served a Transfer Notice under article 17.1 immediately before any of the following events:
- 18.1.1 the shareholder's death;
 - 18.1.2 an order being made for the shareholder's bankruptcy, or an arrangement or composition being made with any of his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
 - 18.1.3 the shareholder lacking capacity (under section 2 of the Mental Health Act 2005) to make decisions in relation to the company or his shareholding;
 - 18.1.4 the shareholder (being an Employee) becoming a Departing Employee, unless the Board (acting with Shareholder Consent) otherwise directs in writing within 10 Business Days of the relevant Termination Date that a Transfer Notice shall not be deemed to have been served.
- 18.2 A Deemed Transfer Notice deemed to be served under article 18.1.4 shall immediately and automatically revoke:
- 18.2.1 a Transfer Notice served by the relevant shareholder before the occurrence of the relevant event giving rise to the Deemed Transfer Notice; and

- 18.2.2 a Deemed Transfer Notice deemed to be served by the relevant shareholder under any of the events set out in articles 18.1.1 to article 18.1.3 (Inclusive).
- 18.3 A Deemed Transfer Notice has the same effect as a Transfer Notice and the provisions of article 17 shall apply, except that:
- 18.3.1 the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the shares held by him (including any shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of shares pursuant to the relevant Deemed Transfer Notice);
- 18.3.2 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the shares; and
- 18.3.3 subject to article 18.3.4, the Transfer Price shall be the Fair Value; and
- 18.3.4 If the Seller is deemed to have given a Transfer Notice as a result of article 18.1.4, the Transfer Price shall, where the Departing Employee is:
- (a) a Bad Leaver, be £1.00 for all of the Sale Shares; and
- (b) a Good Leaver, be the Fair Value; and
- 18.3.5 the Seller does not have a right to withdraw the Deemed Transfer Notice.

19. VALUATION OF SHARES

- 19.1 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the company and the Seller in writing of their determination.
- 19.2 The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:-
- 19.2.1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the company without any premium or discount being attributable to the percentage of the issued share capital of the company which they represent or for the rights or restrictions applying to the Sale Shares;

- 19.2.2 If the company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 19.2.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - 19.2.4 the Sale Shares are sold free of all Encumbrances;
 - 19.2.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
 - 19.2.6 taking account of any other factors that the Valuers reasonably believe should be taken into account.
- 19.3 The shareholders are entitled to make submissions to the Valuers and will provide (or procure that the company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 19.4 To the extent not provided for by this article 19, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.
- 19.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the parties (In the absence of manifest error or fraud).
- 19.6 The cost of obtaining the Valuers' valuation shall be borne by the company and the Seller equally or in such other proportions as the Valuers direct.
- 20. TAG ALONG**
- 20.1 After first giving a Transfer Notice to the other shareholders and going through the procedure set out in article 17, the provisions of article 20.2 to article 20.6 shall apply if a Seller proposes to transfer any of their shares to a bona fide purchaser on arm's length terms (**Proposed Transfer**) and such transfer would, if carried out, result in such person (**Buyer**) acquiring a Controlling Interest in the company.
- 20.2 Before making a Proposed Transfer, the Seller shall procure that the Buyer makes an offer (**Offer**) to the other shareholders to purchase all of the shares held by it for

a consideration in cash per share that is at least equal to the price per share offered by the Buyer in the Proposed Transfer (**Specified Price**).

20.3 The Offer shall be made by written notice (**Offer Notice**), at least 5 Business Days before the proposed transfer date (**Transfer Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:

20.3.1 the identity of the Buyer;

20.3.2 the Specified Price and other terms and conditions of payment;

20.3.3 the Transfer Date; and

20.3.4 the number of shares proposed to be purchased by the Buyer (**Offer Shares**).

20.4 If the Buyer fails to make the Offer in accordance with article 20.2 and article 20.3, the Seller shall not be entitled to complete the Proposed Transfer and the company shall not register any transfer of shares effected in accordance with the Proposed Transfer.

20.5 If the Offer is accepted by the other shareholder in writing within 5 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by such shareholder.

20.6 The Proposed Transfer is subject to the rights of pre-emption set out in article 17, but the purchase of the Offer Shares shall not be subject to those provisions.

DECISION MAKING BY SHAREHOLDERS

21. POLL VOTES

21.1 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.

21.2 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.

22. PROXIES

- 22.1 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".
- 22.2 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.

ADMINISTRATIVE ARRANGEMENTS

23. MEANS OF COMMUNICATION TO BE USED

- 23.1 Subject to article 23.3, any notice, document or other information shall be deemed received by the intended recipient:
- 23.1.1 If delivered by hand at the time the notice, document or other information is left at the address;
 - 23.1.2 if sent by pre-paid first class post or other next working day delivery service providing proof of delivery, at 9.00 am on the second Business Day after posting;
 - 23.1.3 if sent by email, at the time of transmission; or
 - 23.1.4 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.
- 23.2 If deemed receipt under article 23.1 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this article 18.2, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt and all references to time are to local time in the place of receipt.
- 23.3 To prove service, it is sufficient to prove that:

- 23.3.1 if delivered by hand, the notice was delivered to the correct address; or
- 23.3.2 if sent by post, the envelope containing the notice was properly addressed, paid for and posted; or
- 23.3.3 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

24. INDEMNITY

24.1 Subject to article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

24.1.1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her 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 or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her 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

24.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in article 24.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

24.2 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.

24.3 In this article:

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

24.3.2 a "relevant officer" means 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 or she is also a director or other officer), to the extent he or she acts in his or her capacity as auditor).

25. INSURANCE

25.1 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.

25.2 In this article:

25.2.1 a "relevant officer" means 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 or she is also a director or other officer), to the extent he or she acts in his capacity as auditor);

25.2.2 a "relevant loss" means 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; and

25.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

