

Company Number: 03898053

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

FRIDAY



WRITTEN RESOLUTIONS OF

RUNTIME COLLECTIVE LIMITED

(the "Company")

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

DATE OF CIRCULATION: 22 May 2014

WRITTEN RESOLUTIONS

We, the undersigned, being the only members of the Company who, at the date of these Written Resolutions, are entitled to attend and vote at general meetings of the Company, HEREBY PASS the following resolutions as Special Resolutions and agree that such resolutions shall with immediate effect, for all purposes, be as valid and effective as if the same had been passed by us at a general meeting of the Company duly convened and held

SPECIAL RESOLUTIONS

1 NEW CLASS OF SHARES

THAT, a new class of shares (the "**Series B Shares**") with a nominal value of £0 01 per Series B share be created with the rights and conditions set out in the articles of association of the Company as amended by Resolution 2 below,

2 NEW ARTICLES OF ASSOCIATION

THAT, in accordance with section 21 of the Companies Act 2006, the articles of association contained in the document which is attached to this resolution are approved and adopted as the Company's articles of association in substitution for, and to the exclusion of, the Company's existing articles of association, and

3 WAIVER OF PRE-EMPTION RIGHTS

THAT, for the avoidance of doubt, the pre-emption rights set out in Articles 10 3 to 10 5 of the articles of association of the Company as amended by Resolution 2 above, shall not apply to the proposed allotment by the Company of

- (a) 5,412 Series B Shares in the capital of the Company to Highland Europe Technology Growth Limited Partnership,
- (b) 381 Series B Shares in the capital of the Company to Nauta Tech Invest III, SCR de Régimen Simplificado S A ,
- (c) 464 Series B Shares in the capital of the Company to Gorkana Group Limited,
- (d) 415 Series B Shares in the capital of the Company to Wharf 58 Superannuation Fund,
- (e) 277 ordinary shares in the capital of the Company to Robin Grant,
- (f) 97 ordinary shares in the capital of the Company to Arjo Ghosh,
- (g) 26 ordinary shares in the capital of the Company to Henry Pound and Rose Pound,
- (h) 6 ordinary shares in the capital of the Company to John Reid, and
- (i) 2 ordinary shares in the capital of the Company to Nilhan Jayasinghe

4 RE-DESIGNATION OF PART OF ISSUED SHARE CAPITAL

THAT, immediately following the allotment and issue of shares by the Company pursuant to Resolution 3 above and the transfers of shares in the Company pursuant to a sale and purchase agreement dated on or around the date of the allotment and issue of shares

- (a) 3,591 ordinary shares of nominal value of £0 01 each in the capital of the Company held by Highland Europe Technology Growth Limited Partnership,
- (b) 253 ordinary shares of nominal value of £0 01 each in the capital of the Company held by Nauta Tech Invest III, SCR, S A ,
- (c) 308 ordinary shares of nominal value of £0 01 each in the capital of the Company held by Gorkana Group Holdings Limited,
- (d) 276 ordinary shares of nominal value of £0 01 each in the capital of the Company held by Wharf 58 Superannuation Fund,
- (e) 184 ordinary shares of nominal value of £0 01 each in the capital of the Company held by Robin Grant,
- (f) 65 ordinary shares of nominal value of £0 01 each in the capital of the Company held by Arjo Ghosh,
- (g) 2 ordinary shares of nominal value of £0 01 each in the capital of the Company held by Nilhan Jayasinghe, and
- (h) 17 ordinary shares of nominal value of £0 01 each in the capital of the Company jointly held by Henry Glendower Pound Life Interest Trust No 1 and Rose Catherine Grace Pound Life Interest Trust No 1,

each of which are issued and fully paid up, shall be converted into, and re-designated as Series B Shares in the capital of the Company having the rights and being subject to the conditions set out in the articles of association of the Company as amended by Resolution 2 above

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the above resolutions by signing this document below

Signed by



Giles Palmer

22 May 2014

Date

Mark Heeley

Date

Wharf 58 Pty Limited as trustee
for Wharf 58 Superannuation
Fund

Date

Guy Hudson

Date

Arjo Ghosh

Date

Ray Richards

Date

Dean Harvey

Date

Nilhan Jayasinghe

Date

John Reid

Date

Tennants Ventures Limited

Date

London Seed Capital Limited on
behalf of itself and as nominee
for LSC Investment Committee

Date

Share Nominees Limited (LBA
EIS Tracker Fund 2)

Date

Dave Auger

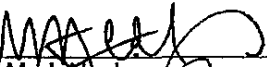
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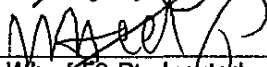
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Giles Palmer



Mark Neeley



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for Wharf 58 Superannuation
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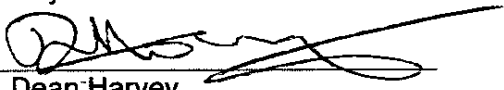
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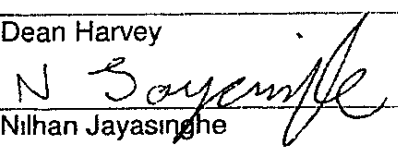
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Giles Palmer	Date
Mark Heeley	Date
Wharf 58 Pty Limited as trustee for Wharf 58 Superannuation Fund	Date
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Arjo Ghosh	Date
Ray Richards	Date
 Dean Harvey	22 May 2014 Date
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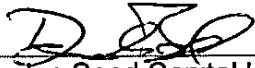
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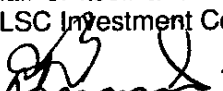
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Heron Capital (Management)
LLP


Gonzalo Trujillo

22 May 2014
Date

22 May 2014
Date

Mark Farrer-Brown

Date

Stephen Bullock

Date

Henry Pound

Date

Slovar Limited

Date

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Régimen Simplificado S A

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Xinglong Wang

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Tim Owen

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Sebastien Hempstead

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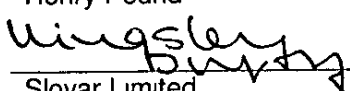
Glenn White

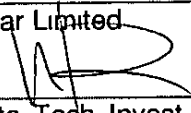
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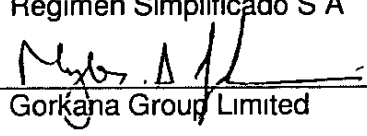
Alena Ruprecht

Date

Heron Capital (Management) LLP	Date
Gonzalo Trujillo	Date
Mark Farrer-Brown	Date
Stephen Bullock	Date
<i>Henry Pound</i> Henry Pound	<i>22 May 2014</i> Date
Slovar Limited	Date
Nauta Tech Invest III, SCR de Régimen Simplificado S.A.	Date
Gorkana Group Limited	Date
Xinglong Wang	Date
Tim Owen	Date
Sebastien Hempstead	Date
Dominick Soar	Date
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Alena Ruprecht	Date

James Stanier

Date

Aude Eberlin

Date

Caroline O'Donoghue

Date

Hannah Emmanuel

Date

Jon Miles

Date

Naomi Trickey

Date

Rob Walsh

Date

Bryan Tookey

Date

22 May 2014

Fabrice Retkowsky

Date

James Stanier

Date

Aude Eberlin

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Caroline O'Donoghue

Date

Hannah Emmanuel

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Jon Miles

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Naomi Trickey

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Rob Walsh

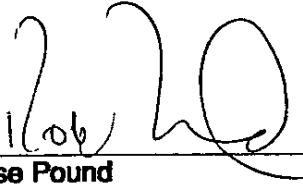
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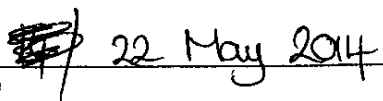
Bryan Tookey

Date

~~_____~~
Fabrice Retkowsky

22 May 2014
Date


Rose Pound


Date

NOTES

- (a) You can choose to agree to all of the Resolutions or none of them but you cannot agree to only some of the Resolutions. 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 using one of the following methods

- (i) By Hand delivering the signed copy to Felix Wong, Harbottle & Lewis LLP Hanover House 14 Hanover Square London W1S 1HP,
- (ii) Post returning the signed copy by post to Felix Wong, Harbottle & Lewis LLP Hanover House 14 Hanover Square London W1S 1HP
- (iii) E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to Felix Wong, Harbottle & Lewis LLP Hanover House 14 Hanover Square London W1S 1HP. Please enter "Written resolutions of Runtime Collective Limited" in the e-mail subject box

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

- (b) Once you have indicated your agreement to the Resolutions and returned them to us, you may not revoke your agreement
- (c) Unless, by 28 days from the circulation date stated on page 1, sufficient agreement has been received for the resolution to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before close of business on this date
- (d) In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- (e) If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

RUNTIME COLLECTIVE LIMITED

(Adopted by a special resolution passed on *22 May* 2014)



A Limited Liability Partnership
8 Clifford Street
London, W1S 2LQ
United Kingdom
+44-20-7851-6000
Fax +44-20-7851-6100

Boston | Dublin | Hartford | New York | Providence | Paris | Orange County

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
RUNTIME COLLECTIVE LIMITED

(Adopted by a special resolution passed on 22 May 2014)

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

In these Articles the following words and expressions shall have the following meanings

"**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),

"A Director" means the Director appointed by Nauta in accordance with Article 24,

"Anti-Dilution Shares" shall have the meaning given in Article 8 1,

"Arrears" means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share,

"As Converted Basis" in reference to any calculation or number, means that such calculation shall be made, or number determined, on the basis that each Series A Share and Series B Share is equivalent to such number of Ordinary Shares into which such Series A Share and Series B Share may then be converted in accordance with Article 7,

"Asset Sale" means the disposal (which shall include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business) by the Company of all or substantially all of its undertaking and assets to any person other than an Associate of the Company,

"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,

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

"Bad Leaver" where the Service Provider has ceased to provide services in circumstances where (a) such person has committed an act of gross misconduct or gross negligence, (b) the Company has summarily terminated such person's contract of employment or consultancy in accordance with its terms, or (d) such person has joined a direct competitor (as determined by the Board including the Investor Directors) of any Group Company,

"B Director" means the Director appointed by Highland in accordance with Article 24,

"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 Preferred Shareholders) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than Preferred Shares) or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 10 6,

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

"CEO" means Giles Palmer,

"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 of the Investment Agreement,

"Company" means Runtime Collective Limited,

"Company's Lien" has the meaning given in Article 32 1,

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

"Conversion Date" means the date of a notice served pursuant to Articles 7 1 or 7 2,

"CTA 2010" means the Corporation Tax Act 2010,

"Date of Adoption" means the date on which these Articles were adopted,

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

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

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

"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 Share Option Plan(s)" means the employee share option plan(s) of the Company in existence at the Date of Adoption and/or any other share option plan, the terms of which have been approved by the Board (including the Investor Directors),

"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),

"Exercising Investor" means any Investor who exercises its rights to acquire Anti-Dilution Shares in accordance with Article 8 1,

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

"Expert Valuer" is as determined in accordance with Article 14 2,

"Exponent" means each of Exponent Private Equity Partners LP and Exponent Private Equity Co-Investment Partners LP,

"Fair Value" is as determined in accordance with Article 14 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 Institution" any Financial Services Authority registered financial investor (or a financial investor registered with the equivalent body or authority in the country of the relevant financial investor's principal place of business),

"Financial Year" and **"Financial Period"** means an accounting reference period (as defined by the Act) of the Company,

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

"Gorkana" means Gorkana Group Holdings Limited, a private company registered in England and Wales with registered number 07295878 and registered office at 28-42 Banner Street, London EC1Y 8QE,

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

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

"Highland" means Highland Europe Technology Growth Limited Partnership, acting by its general partner Highland Europe GP LP, itself acting by its general partner Highland Europe GPGP Limited, with contact address at 11-15 Seaton Place, St Helier, Jersey JE4 0QH,

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

"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 Date of Adoption between, amongst others, the Company and the Investors,

"Investors" means Nauta, Gorkana and Highland,

"Investor Director Consent" means the prior written consent of an A Director (or if Nauta has not appointed an Investor Director, the consent of Nauta) and a B Director (or if Highland has not appointed an Investor Director, the consent of Highland),

"Investor Director" means either an A Director or a B Director and **"Investor Directors"** means both an A Director and a B Director,

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

"Investor Majority" means the holders of a majority of the Preferred Shares including Nauta and Highland for so long as they each hold Preferred Shares,

"Investor Majority Consent" means the prior written consent of the Investor Majority including Nauta and Highland for so long as they each hold Preferred Shares,

"IPO" means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) to or the grant of permission by any like authority for the same to be traded or quoted on the Nasdaq National Stock Market of the NASDAQ OMX Group Inc, any equities market operated by NYSE Euronext, or on the Official List of the United Kingdom Listing Authority or on the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000),

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

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

"Lien Enforcement Notice" has the meaning given in Article 31 3,

"Liquidity Event" means (i) any voluntary or involuntary liquidation, dissolution or winding up of the Company, or (ii) a return of capital (other than a conversion, redemption or purchase of Shares), or (iii) an Asset Sale, or (iv) a Share Sale,

"Loan and Option Agreement" the agreement between Giles Palmer and Mark Heeley entered into in September 2013,

"London Seed Capital" means London Seed Capital Limited, a private company registered in England and Wales with registered number 04364581 and registered office at Saint Martins House 210-212, Chapeltown Road, Leeds, West Yorkshire, LS7 4HZ,

"Managers" means Giles Palmer, Fabrice Retkowsky and Bryan Tookey,

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

- (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 that Fund Manager,
- (c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager, or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa,

"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 ,

"Nauta" means Nauta Tech Invest III, SCR de Regimen Simplificado, S A managed by Nauta Capital VC Partners SGEGR, S A ,

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 10 6),

"Offer" has the meaning set out in Article 16 2,

"Offer Period" has the meaning set out in Article 16 3,

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

"Ordinary Shares" means the ordinary shares of £0 01 each in the capital of the Company,

"Permitted Transfer" means a transfer of Shares in accordance with Article 12,

"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, and
- (d) in relation to each Investor
 - (i) to any Member of the same Group as that Investor,
 - (ii) to any Member of the same Fund Group as that Investor, or
 - (iii) to any nominee of that Investor,

"Preference Amount" means a price per share equal to the amount subscribed or deemed to have been subscribed (including premium) for such share (being, in respect of the Series A Shares, the amount of £394 12 per share and, in respect of the Series B Shares, the amount of £1,130 10 per share) in each case together with a sum equal to any Arrears,

"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,

"Preferred Shares" means the Series A Shares and the Series B Shares together,

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

"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), mother, father, sister or brother,

"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 bona fide proposed purchaser who at the relevant time has made an offer on arm's length terms,

"Proposed Sale Date" has the meaning given in Article 16 3,

"Proposed Sale Notice" has the meaning given in Article 16 3,

"Proposed Sale Shares" has the meaning given in Article 16 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 16 1,

"Qualifying IPO" means the legal completion of an IPO in which the net aggregate subscription amount in respect of new Ordinary Shares (subject to appropriate adjustment following any Bonus Issue or Reorganisation) issued at the time of the IPO is not less than \$50,000,000 at an issue price per Ordinary Share of at least three times the applicable Starting Price,

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

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

"Relevant Interest" has the meaning set out in Article 27 5,

"Sale and Purchase Agreement" means the sale and purchase agreement dated on or around the Date of Adoption between the Sellers (as defined therein), the Buyers (as defined therein) and the Company,

"Sale Shares" has the meaning set out in Article 13 2(a) of these Articles,

"Seller" has the meaning set out in Article 13 2 of these Articles,

"Series A Majority" means the holders of a majority of the Series A Shares,

"Series A Shares" means the series A shares of £0 01 each in the capital of the Company,

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

"Series B Majority" means the holders of a majority of the Series B Shares,

"Series B Shares" means the series B shares of £0 01 each in the capital of the Company,

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

"Service Provider" means a person who provides services to a Group Company whether as an employee, consultant or otherwise,

"Shareholder" means any holder of any Shares,

"Shares" means the Ordinary Shares, the Series A Shares and the Series B 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 such sale or the grant of such right is to an Associate of any seller or following

completion of the sale the shareholders and the proportion of shares held by them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale,

"Starting Price" means, £394 12 per Series A Share in respect of the Series A Shares (the **"Series A Starting Price"**) and £1,130 10 per Series B Share in respect of the Series B Shares (the **"Series B Starting Price"**) (in each case, if applicable, adjusted as referred to in Article 8 3),

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

"Transfer Notice" shall have the meaning given in Article 13 2,

"Transfer Price" shall have the meaning given in Article 13 2(c), and

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

3. Share capital

- 3 1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue
- 3 2 Except as otherwise provided in these Articles, the Series A Shares, the Series B Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares
- 3 3 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 3 4 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 5 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 6 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 7 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"

4 Liquidation preference

4.1 On a distribution of assets on a Liquidity Event which occurs at any time on or before the first anniversary of this agreement, the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so)

- (a) first in paying to each of the Series B Shareholders, in priority to any other classes of Shares, an amount per share held equal to the Preference Amount in respect of the Series B Shares (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the Series B Shareholders pro rata to their respective holdings of Series B Shares),
- (b) second in paying to each of the Series A Shareholders, in priority to Ordinary Shares, an amount per share held equal to the Preference Amount in respect of the Series A Shares (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the Series A Shareholders pro rata to their respective holdings of Series A Shares), and
- (c) third, in addition to the amount payable under clause 4.1(a) above, in paying to each of the Series B Shareholders, in priority to Ordinary Shares, an amount per share held equal to the Preference Amount in respect of the Series B Shares (provided that if there are insufficient surplus assets to pay the amounts per share equal to such additional Preference Amount, the remaining surplus assets shall be distributed to the Series B Shareholders pro rata to their respective holdings of Series B Shares), and
- (d) the balance of the surplus assets (if any) shall be distributed among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held

4.2 On a distribution of assets on a Liquidity Event which occurs at any time after the first anniversary of this agreement, the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so)

- (a) first in paying to each of the Series B Shareholders, in priority to any other classes of Shares, an amount per share held equal to the Preference Amount in respect of the Series B Shares (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the Series B Shareholders pro rata to their respective holdings of Series B Shares),
- (b) second in paying to each of the Series A Shareholders, in priority to Ordinary Shares, an amount per share held equal to the Preference Amount in respect of the Series A Shares (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the Series A Shareholders pro rata to their respective holdings of Series A Shares), and
- (c) the balance of the surplus assets (if any) shall be distributed among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held

4.3 The Preferred Shareholders shall be entitled to receive their aggregate entitlement to assets on a Liquidity Event under this paragraph 4 notwithstanding any applicable escrow, holdback or other contingent payment provisions in connection with the Liquidity Event

5. Exit provisions

- 5.1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 4 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 4, and
 - (b) the Shareholders shall take any action required by the Board (including the Investor Directors) to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 4
- 5.2 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 4
- 5.3 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 4 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 Board (including the Investor Directors) (including, but without prejudice to the generality of this Article 5.3, actions that may be necessary to put the Company into voluntary liquidation so that Article 4 applies)
- 5.4 On an IPO
- (a) the Company shall issue to each Preferred Shareholder such number (if any) of Ordinary Shares such that the proportion which the Shares held by that Shareholder bears to the issued Shares following the completion of all such issues and the conversion of all Preferred Shares 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 Directors 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 Preferred Shareholders 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),
 - (c) the Company shall issue at par to each Preferred Shareholder that number (if any) of Ordinary Shares credited as fully paid, which, at the offer/placing price on IPO have an aggregate value equal to any Arrears of dividend in respect of the Preferred Shares
- 5.5 In the event of an Exit approved by the Board (including the Investor Directors) 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 Directors 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

6. Votes in general meeting

- 6 1 The Series A Shares shall confer on each Series A Shareholder 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
- 6 2 The Series B Shares shall confer on each Series B Shareholder 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
- 6 3 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
- 6 4 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him

7. Conversion

- 7 1 Any holder of Series A Shares or Series B Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the Series A Shares or Series B Shares held by them at any time and those Series A Shares or Series B Shares shall convert automatically on the Conversion Date
- 7 2 A majority of the holders of Series A Shares shall be entitled, by notice in writing to the Company and the Series A Shareholders, to require conversion into Ordinary Shares of all of the Series A Shares and the Series A Shares shall convert automatically on the Conversion Date
- 7 3 A majority of the holders of Series B Shares shall be entitled, by notice in writing to the Company and the Series B Shareholders, to require conversion into Ordinary Shares of all of the Series B Shares and the Series B Shares shall convert automatically on the Conversion Date
- 7 4 An Investor Majority shall be entitled, by notice in writing to the Company and the Preferred Shareholders, to require conversion into Ordinary Shares of all of the Preferred Shares and the Preferred Shares shall convert automatically on the Conversion Date
- 7 5 Where a Preferred Shareholder or an Investor Majority serves a notice in accordance with Article 7 1 to 7 4, they may, in such notice, state that conversion of the relevant Preferred Shares into Ordinary Shares is conditional upon the occurrence of particular events (the "**Conditions**")
- 7 6 All of the Preferred Shares shall automatically convert into Ordinary Shares immediately upon the occurrence of a Qualifying IPO

- 7 7 In the case of (i) Articles 7 1 to 7 4, at least five Business Days after the Conversion Date or (ii) in the case of Article 7 6, at least five Business Days prior to the occurrence of the Qualifying IPO, each holder of the relevant Preferred 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
- 7 8 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 Articles 7 1 to 7 4, 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
- 7 9 On the Conversion Date, the relevant Preferred 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 Preferred Share held and the Ordinary Shares resulting from that conversion shall in all other respects rank par passu with the existing issued Ordinary Shares
- 7 10 The Company shall on the Conversion Date enter the holder of the converted Preferred 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 Preferred Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Preferred 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
- 7 11 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company will, if it has sufficient Available Profits, pay to holders of the Preferred Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Preferred Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be at debt due from and immediately payable by the Company

8 Anti-Dilution protection

- 8 1 If New Securities are issued by the Company at a price per New Security which equates to less than the applicable Starting Price (a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that a (a) Series A Majority shall have specifically waived the rights of all the holders of the Series A Shares under this Article in writing, and (b) Series B Majority shall have specifically waived the rights of all the holders of the Series B Shares under this Article in writing, offer (such offer, unless waived, to remain open for acceptance for not less than 15 Business Days), in the case of any New Securities issues at a price per New Security which equates to less than the Series A Starting Price, to the Series A Shareholders and Series B Shareholders or, in the case of any New Securities issued at a price per New Security which equates to the same as or higher than the Series A Starting Price but less than the Series B Starting Price, just to the Series B Shareholders (and, for the avoidance of doubt, not to the Series A Shareholders) (each relevant person being an "**Exercising Investor**") the right to receive a number of new Preferred Shares of the same

class as those Preferred Shares in respect of which the rights in this article 8 1 are exercised determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 8 3 (the "**Anti-Dilution Shares**")

Broad-Based Weighted Average Ratchet

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

Where

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

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

SIP = Applicable Starting Price

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

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

NS = the number of New Securities issued pursuant to the Qualifying Issue

Z = the number of Series A Shares or Series B Shares (as the case may be) held by the Exercising Investor prior to the Qualifying Issue

8 2 The Anti-Dilution Shares shall

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the relevant Exercising Investors shall agree otherwise, in which event the relevant Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by the Investor Directors) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 8 1 so that the relevant Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any relevant Exercising Investors as to the effect of Article 8 1 or this Article 8 2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investors, and
- (b) subject to the payment of any cash payable pursuant to Article 8 2(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Series A Shares and/or Series B Shares (as the case

may be), within five Business Days of the expiry of the offer being made by the Company to the relevant Exercising Investor and pursuant to Article 8 2(a)

- 8 3 In the event of any Bonus Issue or Reorganisation, the applicable Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the majority of the relevant class of Preferred Share within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and such relevant majority cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of fraud or manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

9. Variation of rights

- 9 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 (i) the Series A Shares may only be varied or abrogated with the consent of a Series A Majority (including the consent of Nauta for so long as it holds Series A Shares), and (ii) the Series B Shares may only be varied or abrogated with the consent of a Series B Majority (including the consent of Highland for so long as it holds Series B Shares).

10 Allotment of new shares or other securities: pre-emption

- 10 1 Subject to the remaining provisions of this Article 10, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to

- (a) allot Shares, or
- (b) grant rights to subscribe for or convert any securities into Shares,

to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that

- (1) this authority shall be limited to a maximum nominal amount of £100,000,
- (2) this authority shall only apply insofar as the Company has not by resolution waived or revoked it,
- (3) this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an offer or agreement which would or might require Shares to be allotted or rights granted to subscribe for or convert any security into Shares after the expiry of such authority (and the Directors may allot Shares or grant such rights in pursuance of an offer or agreement as if such authority had not expired)

- 10 2 In accordance with sections 567(1) and/or 570 of the Act, sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of equity securities made by the Company

- 10 3 Unless otherwise agreed by special resolution passed in general meeting or as a written resolution passed in accordance with part 13 of the Act, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Shares on the same terms

and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as may be without involving fractions) The offer

- (a) shall be in writing, give details of the number and subscription price of the New Securities, and
 - (b) may stipulate that any Shareholder who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("**Excess Securities**") for which they wish to subscribe
- 10 4 Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 10 3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 10 3 and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro rata basis to the number of Shares held by the applicants immediately prior to the offer made to Shareholders in accordance with Article 10 3 (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him)
- 10 5 Subject to Articles 10 3 and 10 4 and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that the allotment or grant to that person must be approved by an Investor Majority
- 10 6 The provisions of Articles 10 3 to 10 5 shall not apply to
- (a) options to subscribe for Ordinary Shares under the Employee Share Option Plans or warrants issued to Silicon Valley Bank to subscribe for Series A Shares or in each case the issue of relevant shares pursuant to the exercise of any such options or warrants,
 - (b) New Securities issued or granted in order for the Company to comply with its obligations under these Articles including, but not limited to the Anti-Dilution Shares,
 - (c) New Securities issued in consideration of the acquisition by the Company of any company or business or New Securities to any person who provided goods or services to the Company on an arm's length basis which has been approved by the Board (including with Investor Director Consent),
 - (d) New Securities which the Investor Directors and CEO have agreed in writing should be issued without complying with the procedure set out in this Article 10,
 - (e) New Securities issued as a result of a bonus issue of shares which has been approved in writing by the Board (including the Investor Directors), and
 - (f) Shares or options for Shares issued or granted to any person in accordance with the terms of the Investment Agreement
- 10 7 Any New Securities offered under this Article 10 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 10
- 10 8 No Shares shall be allotted to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation

in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company

11. Transfers of Shares – general

11 1 In Articles 11 to 18 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share

11 2 No Share may be transferred unless the transfer is made in accordance with these Articles

11 3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles such transfer or purported transfer shall be deemed null and void and he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him

11 4 Any transfer of a Share by way of sale which is required to be made under Articles 13 to 19 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee

11 5 The Directors may refuse to register a transfer if

- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind,
- (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company,
- (c) it is a transfer of a Share which is not fully paid
 - (i) to a person of whom the Directors do not approve, or
 - (ii) on which Share the Company has a lien,
- (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint,
- (e) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,
- (f) the transfer is in respect of more than one class of Shares, or
- (g) the transfer is in favour of more than four transferees

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

11 6 The Directors shall, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Investment Agreement or any other shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors

may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 11.6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee

11.7 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may, with Investor Director Consent, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who they may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights
 - (i) to vote (whether on a show of hands or on a poll 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) provided that, at the election of the relevant Investor, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor, or
 - (ii) to receive dividends or other distributions (other than the amount they may be entitled to pursuant to the application of Article 4.2) otherwise attaching to those shares or to any further shares issued in respect of those shares, and
- (b) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder

The rights referred to in (a) above may be reinstated by the Board subject to Investor Director Consent and shall in any event be reinstated upon the completion of any transfer referred to in (b) above

11.8 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (any director with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares,

- (b) it does not include a Minimum Transfer Condition (as defined in Article 13 2(d)), and
 - (c) the Seller wishes to transfer all of the Shares held by it
- 11 9 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of
- (a) the transferor, and
 - (b) (if any of the shares is partly or nil paid) the transferee

12. Permitted Transfers

- 12 1 Subject to Article 12 5, 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
- 12 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 12 2 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise
- 12 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 or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares provided that the provisions of this Article 12 3 shall not apply to a Permitted Transferee who was a Member of the same Group as Gorkana if a Member of the same Fund Group as Exponent has a Controlling Interest in such Permitted Transferee
- 12 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 or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares
- 12 5 Trustees may (i) transfer Shares to a company in which they hold the whole of the share capital and which they control (a "**Qualifying Company**") or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise
- 12 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
- 12 7 If a company to which a Share has been transferred under Article 12 6, ceases to be a Qualifying Company it must within five Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (any may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares
- 12 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 either
- (a) 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, or
 - (b) give a Transfer Notice to the Company in accordance with Article 13 2,
- failing which he shall be deemed to have given a Transfer Notice
- 12 9 On the death (subject to Article 12 2), bankruptcy, liquidation, administrator 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. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice
- 12 10 Notwithstanding any provision of these Articles
- (a) any transfer of any Shares approved by the Investor Directors and CEO, or
 - (b) any transfer of any Shares pursuant to the Loan and Option Agreement, or
 - (c) any transfer of any Shares made pursuant to or envisaged by the Investment Agreement or the Sale and Purchase Agreement, or
 - (d) any transfer of not more than an aggregate maximum amount of 197 Ordinary Shares from the CEO to any employee of or consultant to the Company (or any of its Subsidiaries),
- may in each case be made without restriction as to price or otherwise and, for the avoidance of doubt, without having to comply with the pre-emption provisions of Article 13, and each transfer shall be registered by the Directors

- 12 11 Subject to Article 11 6, any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board, including Investor Director Consent

13. Transfers of Shares subject to pre-emption rights

- 13 1 Save where the provisions of Articles 12 (including, for the avoidance of doubt and without limitation, Article 12 10), 16, 17 and 18 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 13

- 13 2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a "**Transfer Notice**") to the Company specifying

- (a) the number of Shares which he wishes to transfer (the "**Sale Shares**"),
- (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,
- (c) the price (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board (including the Investor Directors) (the "**Transfer Price**"), and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**")

- 13 3 Except with the written consent of the Board (including the Investor Directors), no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn

- 13 4 A Transfer Notice constitutes the Company as the agent of the Seller for the sale of the Sale Shares at the Transfer Price

- 13 5 As soon as practicable following the later of

- (a) receipt of a Transfer Notice, and
- (b) in the case where the Transfer Price has not been specified or the Transfer Notice is deemed to have been served, the determination of the Transfer Price under Article 14,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 13 6 and 13 8 Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered

- 13 6 *Priority for offer of Sale Shares*

The Company shall offer Sale Shares on the basis as set out in Article 13 7

- 13 7 *Transfers First Offer*

- (a) The Board shall offer the Sale Shares to all shareholders specified in the offer other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy

- (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Articles 13 7 and 13 8 will be conditional on the fulfilment of the Minimum Transfer Condition
- (c) If, at the end of the First Offer Period, the 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 Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares but 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
- (d) If not all Sale Shares are allocated in accordance with Article 13 7(c) but there are applications for Sale Shares that have not been satisfied those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in Article 13 7(c)
- (e) If, at the end of the First Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Initial Surplus Shares**") will be dealt with in accordance with Article 13 8

13 8 *Transfers Second Offer*

- (a) At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the date of the offer (inclusive) (the "**Second Offer Period**") for the maximum number of the Initial Surplus Shares they wish to buy
- (b) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares (including Sale Shares) held by those Continuing Shareholders who have applied during the Second Offer Period for Initial Surplus Shares but no allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy
- (c) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Second Surplus Shares**") will be offered to any other person in accordance with Article 13 9(e)

13 9 *Completion of transfer of Sale Shares*

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Articles 13 7 and 13 8 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect
- (b) If
 - (i) the Transfer Notice does not include a Minimum Transfer Condition, and

- (ii) allocations have been made in respect of all the Sale Shares,

the Board shall, when no further offers are required to be made under Articles 13 7 and 13 8, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares
- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it
- (d) If the Seller fails to comply with the provisions of Article 13 9(c)
 - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller
 - (A) complete, execute and deliver in 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
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate)
- (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 13 9(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the Second Surplus Shares to any person at a price at least equal to the Transfer Price provided that the sale of the Second Surplus Shares shall continue to be subject to any Minimum Transfer Conditions
- (f) The right of the Seller to transfer Shares under Article 13 9(e) does not apply if the Board is of the opinion on reasonable grounds that
 - (i) the transferee is a person (or a nominee for a person) who the Board (including the Investor Directors) determines in its absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company,
 - (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or
 - (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above

14. Valuation of Shares

- 14 1 If a Transfer Notice does not specify a Transfer Price or, subject to Article 12 9, 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 either
- (a) appoint expert valuers in accordance with Article 14 2 (the "**Expert Valuers**") to certify the Fair Value of the Sale Shares, or (if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks)
 - (b) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice
- 14 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
- 14 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
- 14 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
- 14 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
- 14 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)
- 14 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

14 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.

14 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.

15. Compulsory transfers – General and in respect of Service Providers who acquire Shares through exercise of options under the Employee Share Option Plans post the Date of Adoption

15 1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.

15 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 Directors may require the legal personal representatives of that deceased Shareholder either

- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or
- (b) to show to the satisfaction of the Directors 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 15 2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

15 3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator, receiver, manager or administrative receiver over it or any part of its undertaking or assets (other than as part of a bona fide restructuring or reorganisation), or has any equivalent action in respect of it taken in any jurisdiction, 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 Directors may determine.

15 4 If a Shareholder, being an individual, has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction, 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 Directors may determine.

15 5 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a

Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names 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

- 15 6 Unless and to the extent that the Board (including the Investor Directors) otherwise agrees in writing, the remaining provisions of this Article 15 apply in the event that a Service Provider who has acquired Shares as a result of validly exercising options under the Employee Share Options Plans at any time after the Date of Adoption ("**Option Shares**") ceases to be a Service Provider where such person (a "**Leaver**") is a Bad Leaver or resigns from a Group Company without the Board's (including the Investor Directors) prior consent (a "**Resigning Leaver**")
- 15 7 The Board (including the Investor Directors) may within six months after becoming aware of such cessation of services or resignation serve notice on the relevant Leaver ("**Compulsory Sale Notice**") requiring the Leaver (and any of his Permitted Transferees) (each a "**Compulsory Seller**") to offer all of the Option Shares (but, for the avoidance of doubt, no other Shares which such Leaver may hold which have either been issued or transferred to him prior to the Date of Adoption or are otherwise not Option Shares) ("**Leaver's Option Shares**") for sale to such other person or persons as the Board (including the Investor Directors) may nominate (each, an "**Offeree**") with effect from the date of the Compulsory Sale Notice (the "**Offer**")
- 15 8 The price for the Leaver's Option Shares shall be (a) nominal value if the Leaver is a Bad Leaver, or (b) if the Leaver is a Resigning Leaver, the fair market value ("**FMV**") of the relevant Shares as at the date of the Compulsory Sale Notice as agreed between the transferor and the Board (including the Investor Directors) or, if they do not agree a price within 21 days, the price certified by the Auditors or accountants nominated by the Board (including the Investor Directors) (acting as expert and not as arbitrator and the decision of whom shall be final and binding) as representing in their opinion a fair market value of the Leaver's Option Shares in question and in valuing such Shares who shall apply the assumptions set out in Article 14 3 and whose costs shall be borne as such valuer shall direct
- 15 9 Within thirty days from the date of agreement or determination of the FMV where the consideration for the Leaver's Option Shares is FMV or within thirty days of the date of the Compulsory Sale Notice where the consideration for the Leaver's Option Shares is nominal value (or, in either case, such other time period as the Board (including the Investor Directors) may specify) (the "**Acceptance Period**") each Offeree shall give notice to the Compulsory Sellers in respect of the acceptance or otherwise of the Offer To the extent that any Offeree does not wish to acquire the Leaver's Option Shares or any such Offeree has not responded during the Acceptance Period, such Leaver's Option Shares will be offered and the Offer will be made to such person(s) on such terms and during such time period (the "**Further Acceptance Period**") as the Board (including the Investor Director) specifies
- 15 10 If the Offer is accepted, completion of the sale of any Leaver's Option Shares shall take place at such reasonable time and place specified by the Board (including the Investor Directors) at which (a) each transferee (the "**Transferee**") shall pay the consideration and (b) the Compulsory Sellers shall deliver to the Transferee duly executed transfers in favour of the Transferee (or its nominee) in respect of the Leaver's Option Shares together with the certificates therefor (or an indemnity in a form reasonably acceptable to the Board in respect of any lost certificates) and shall execute and do all such acts as necessary or required by the Board (including the Investor Directors) to give effect to the transfer pursuant to this Article and/or to vest in the Transferee (or its nominee) legal title to the Leaver's Option Shares

- 15 11 If the Offer is not accepted within the Acceptance Period (and, if applicable, the Further Acceptance Period), the Offer shall lapse
- 15 12 If a Compulsory Seller becomes bound to complete the sale of the Leaver's Option Shares but fails to transfer such Shares in accordance with these Articles, the Board (including the Investor Directors) may authorise any person (whom each of the Compulsory Sellers hereby and irrevocably appoints as his attorney and agent) to execute and deliver on his behalf the necessary stock transfer form and any other documents and/or do any other acts as may be necessary to transfer any Leaver's Option Shares in accordance with these Articles and the Company shall receive the purchase money in trust for the relevant person and cause the Transferee to be registered as the holder of such Shares (subject to payment of any stamp duty) The receipt of the Company for the purchase money shall be a good discharge to the Transferee Each Compulsory Seller shall in such case be bound to deliver up his certificate for such Shares (or an indemnity in a form reasonably acceptable to the Board in respect of any lost certificates) to the Company, whereupon he shall be entitled to receive the purchase price without interest
- 15 13 Any transfer of Shares which is required to be made under this Article 15 will be deemed to include a warranty that the transferor sells with full title guarantee and free from all security interests and together with all rights attaching thereto on the date of the transfer
- 15 14 No Shareholder shall transfer shares which are Leaver's Option Shares pursuant to this Article 15 other than as required by this Article 15 and Article 13 shall not apply to any transfer required by this Article 15

16. Mandatory Offer on a Change of Control

- 16 1 Except in the case of Permitted Transfers and transfers pursuant to Article 15, after going through the pre-emption procedure in Article 13, the provisions of Article 16 2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any 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
- 16 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 Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 16 7)
- 16 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**")
- 16 4 If any other holder of 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
- 16 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
- 16 6 The Proposed Transfer is subject to the pre-emption provisions of Article 13 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 13

16 7 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,
- (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
 - (i) in the Proposed Transfer, or
 - (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in Article 16 7(c), of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares, (the "**Supplemental Consideration**") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 4 and 5,

- (c) **Relevant Sum** = C + A

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

C = the Supplemental Consideration

17 **Co-Sale right**

17 1 No transfer (other than a Permitted Transfer) of any of the Shares may be made or validly registered unless the relevant Shareholder (a "**Selling Shareholder**") shall have observed the following procedures of this Article

17 2 After the Selling Shareholder has gone through the pre-emption process set out in Article 13, the Selling Shareholder shall give to each holder of Shares (a "**Shareholder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**") The Co-Sale Notice shall specify

- (a) the identity of the proposed purchaser (the "**Buyer**"),
- (b) the price per share which the Buyer is proposing to pay provided that
 - (i) in the case of the Preferred Shares the price per share
 - (A) shall not (unless with Investor Director Consent) be less than the relevant Preference Amount, and
 - (B) may be higher than that payable for Ordinary Shares,
 - (ii) in the case of the Ordinary Shares the price per share may be less than the price per share the Buyer is willing to pay for Preferred Shares,

- (c) the manner in which the consideration is to be paid,
- (d) the number of Shares which the Selling Shareholder proposes to sell, and
- (e) the address where the counter-notice should be sent

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

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

where

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

Any Shareholder 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

- 17.4 Following the expiry of five Business Days from the date the Shareholders receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Shareholders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Shareholders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Shareholders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder from the Buyer
- 17.5 No sale by the Selling Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice
- 17.6 Sales made in accordance with this Article 18 shall not be subject to Article 13
- 17.7 The provisions of this Article 17 shall not apply to transfers made to Permitted Transferees

18. Drag-along

- 18.1 If the holders of a majority of Shares on an As Converted Basis (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, not being an Associate of any Seller, 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, provided that the Drag Along Option may be exercised only with prior Investor Majority Consent
- 18.2 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, 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

- 18.3 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.
- 18.4 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 Article 4.
- 18.5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.
- 18.6 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 18.4 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 18.4 shall be a good discharge to the Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 18.4 in trust for the Called Shareholders without any obligation to pay interest.
- 18.7 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 18.5, the Called Shareholders shall be entitled 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 18 in respect of their Shares.
- 18.8 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 Directors 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 18.4 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 18.4.
- 18.9 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 Article 13.
- 18.10 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

- 18 11 In the event that an Asset Sale is approved by the Board (including the Investor Directors), such persons shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to Shareholders in accordance with the provisions of Articles 4 and 5

19. General meetings

- 19 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
- 19 2 The provisions of section 318 of the Act shall apply to the Company, save that the Qualifying Persons shall include the CEO and a representative of each of Nauta and Highland (so long as they are Shareholders)
- 19 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
- 19 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
- 19 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
- 19 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
- 19 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

20 Proxies

- 20 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 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)"

20 2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may

- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote,
- (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director, or
- (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer,

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

21. Directors' borrowing powers

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

22. Alternate Directors

22 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 Appointor

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

22 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

22 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
- 22.4 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
- 22.5 Except as these Articles specify otherwise, alternate directors
 - (a) are deemed for all purposes to be Directors,
 - (b) are liable for their own acts and omissions,
 - (c) are subject to the same restrictions as their Appointors, and
 - (d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member
- 22.6 A person who is an alternate Director but not a Director
 - (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and
 - (b) may sign a Directors' written resolution (but only if 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
- 22.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each 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)
- 22.8 An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company
- 22.9 An alternate Director's appointment as an alternate shall terminate
 - (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
 - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,
 - (c) on the death of the alternate's Appointor, or
 - (d) when the alternate's Appointor's appointment as a Director terminates

23. Number of Directors

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

24 Appointment of Directors

- 24 1 For so long as Nauta and its Permitted Transferees hold not less than 5% of the Shares in issue, Nauta shall have the right
- (a) to appoint and maintain in office such natural person as it may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon his removal whether by Nauta or otherwise, to appoint another director in his place, and
 - (b) to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but not vote at any meeting
- 24 2 For so long as Highland and its Permitted Transferees hold not less than 5% of the Shares in issue, Highland shall have the right
- (a) to appoint and maintain in office such natural person as it may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon his removal whether by Highland or otherwise, to appoint another director in his place, and
 - (b) to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but not vote at any meeting
- 24 3 For so long as Giles Palmer and his Permitted Transferees hold not less than 5% of the Shares in issue he shall have the right
- (a) to maintain himself in office as a director of the Company (and as a member of each and any committee of the Board), and
 - (b) to appoint and maintain in office one of the Managers as he may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon his removal whether by Giles Palmer or otherwise, to appoint another director in his place
- 24 4 For so long as Gorkana and its Permitted Transferees hold not less than 5% of the Shares in issue, Gorkana shall have the right to appoint and maintain in office such natural person as it may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon his removal whether by Gorkana or otherwise, to appoint another director in his place
- 24 5 For as long as Mark Heeley and his Permitted Transferees hold not less than 5% of the Shares in issue Mark Heeley shall have the right to maintain himself in office as a director of the Company (and as a member of each and any committee of the Board)
- 24 6 For as long as it holds Shares, London Seed Capital shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but will not vote at any meeting
- 24 7 For so long as Alex Sloley is the Chief Financial Officer of the Company he shall have the right to attend as an observer at each and any meeting of the Board and of each and any

committee of the Board and will be entitled to speak at any such meetings but not vote at any meeting

24 8 Appointment and removal of a relevant Director shall be by written notice to the Company which shall take effect on delivery at its registered office or at any meeting of the Board or committee thereof

24 9 The above rights shall be in addition to the powers of appointment under article 17(1) of the Model Articles

25 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 the Directors other than an Investor Director and CEO, if a majority of his co-Directors serve notice on him in writing, removing him from office

26. Proceedings of Directors

26 1 The quorum for Directors' meetings shall be three Directors who must include at least one Investor Director appointed by Nauta (so long as it holds Series A Shares), one Investor Director appointed by Highland (so long as it holds Series B Shares) and the CEO (save that where a Relevant Interest of an Investor Director or the CEO is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Investor Director, CEO and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting) 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 and CEO If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed

26 2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, 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

26 3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting

26 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

26 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 Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting

- 26 6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote
- 26 7 If the chairman of the Board has not been appointed within three months of the Date of Adoption or within three months of the resignation of a chairman the Investor Majority shall be entitled to appoint a chairman by notice in writing addressed to the Company. Article 12 of the Model Articles shall be modified accordingly
- 26 8 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also

27. Directors' interests

Specific interests of a Director

- 27 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

27 2 In addition to the provisions of Article 27 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 carried 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

27 3 For the purposes of this Article 27, 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

27 4 In any situation permitted by this Article 27 (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

27 5 Subject to Article 27 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 Directors or of a committee of the Directors in relation to the Relevant Interest,
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed, or

- (iii) restricting the application of the provisions in Articles 27 7 and 27 8, 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 27 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 27

Terms and conditions of Board authorisation for an Investor Director

- 27 6 Notwithstanding the other provisions of this Article 27, 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 Directors or that he shall be required to disclose, use or apply confidential information

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

- 27 7 Subject to Article 27 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 27), 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

- 27 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 27 7 shall apply only if the conflict arises out of a matter which falls within Article 27 1 or Article 27 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

- 27 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 Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors 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 Directors 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 to declare an interest

- 27 10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 27 1 or Article 27 2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest
- (a) falling under Article 27 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 Directors, or by a committee of Directors appointed for the purpose under these Articles

Shareholder approval

- 27 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 27
- 27 12 For the purposes of this Article 27
- (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

28. Notices

- 28 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 Directors),

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 28

Notices in hard copy form

- 28.2 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
- 28.3 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

- 28.4 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 28.2, 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
- 28.5 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 in an electronic form, at the time of delivery, and
- (d) if sent by any other electronic means as referred to in Article 28 4(c), at the time such delivery is deemed to occur under the Act

28 6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt

Notice by means of a website

28 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

28 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

28 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)

29. Indemnities and insurance

29 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 30 1(a)(i), 30 1(a)(iii)(B) and 30 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

29 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

30 Secretary

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

31. Lien

31 1 The Company shall have a first and paramount lien (the "**Company's Lien**") over every Share not fully paid for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable

31 2 The Company's Lien over a Share

(a) shall take priority over any third party's interest in that Share, and

(b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share

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

31 3 Subject to the provisions of this Article 31, if

- (a) a notice complying with Article 31.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share, and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company shall be entitled to sell that Share in such manner as the Directors decide

31.4 A Lien Enforcement Notice

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

31.5 Where any Share is sold pursuant to this Article 31

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

31.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice,
- (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice

31.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date

- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share

32 Call Notices

- 32 1 Subject to these Articles and the terms on which Shares are allotted, the Directors 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 Directors decide to send the Call Notice
- 32 2 A Call Notice
- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium),
 - (b) shall state when and how any call to which it relates it is to be paid, and
 - (c) may permit or require the call to be paid by instalments
- 32 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
- 32 4 Before the Company has received any call due under a Call Notice the Directors may
- (a) revoke it wholly or in part, or
 - (b) specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made
- 32 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
- 32 6 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to
- (a) pay calls which are not the same, or
 - (b) pay calls at different times
- 32 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
- 32 8 If the due date for payment of such a sum as referred to in Article 32 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
- 32 9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below)
- (a) the Directors may issue a notice of intended forfeiture to that person, and

- (b) until the call is paid, that person shall be required to pay the Company interest on the call from the call payment date at the Relevant Rate (as defined below)

32 10 For the purposes of Article 32 9

- (a) the "**Call Payment Date**" shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "**Call Payment Date**" is that later date,

- (b) the "**Relevant Rate**" shall be

- (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted,
- (ii) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors, or
- (iii) if no rate is fixed in either of these ways, five per cent a year,

provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a)

32 11 The Directors may waive any obligation to pay interest on a call wholly or in part

32 12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice

33. Forfeiture of Shares

33 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

33 2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture

33 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
- 33 4 Any Share which is forfeited in accordance with these Articles
 - (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited,
 - (b) shall be deemed to be the property of the Company, and
 - (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit
- 33 5 If a person's Shares have been forfeited then
 - (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members,
 - (b) that person shall cease to be a Shareholder in respect of those Shares,
 - (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation,
 - (d) that person shall remain liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
 - (e) the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal
- 33 6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit
- 33 7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer
- 33 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
- 33 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
- 33 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

34 Surrender of Shares

34 1 A Shareholder shall be entitled to surrender any Share

- (a) in respect of which the Directors issue a notice of intended forfeiture,
- (b) which the Directors forfeit, or
- (c) which has been forfeited

The Directors shall be entitled to accept the surrender of any such Share

34 2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share

34 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