

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION  
of  
G-PARTNERS LIMITED (the "Company")

Adopted by written resolution passed on 27<sup>th</sup> April 2022

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1. PRELIMINARY

- 1.1 The regulations contained in Table A of The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (SI 2007/2826) shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.
- 1.2 The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("Model Articles") (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles.

2. INTERPRETATION

- 2.1 In these Articles the following expressions have the following meaning unless inconsistent with the context:

"2006 Act"	the Companies Act 2006 (as amended from time to time)
"these articles"	these Articles of Association as amended from time to time
"A director"	the meaning ascribed to it in Article 6.1
"A shares"	A Ordinary shares of £0.01 each in the Company
"B director"	the meaning ascribed to it in Article 6.1
"B shares"	B Ordinary shares of £0.01 each in the Company
"Beneficial Owner"	means a person whose Shares are held on trust by NomineeCo
"Business Day"	a day that is not a Saturday, Sunday or a Public or Bank Holiday in England and/or Wales
"C shares"	C Ordinary shares of £0.01 each in the Company
"Civil Partner"	means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder
"Conflict Authorisation"	any authorisation of any Conflict Situation by resolution of the directors in accordance with Article 10.1
"Conflict Situation"	any matter which would, if not authorised in accordance with the terms of the 2006 Act, constitute or give rise to a situation in which a director has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company in breach of his duty under section 175 of the 2006 Act. A conflict of interest includes a conflict of interest and duty and a conflict of duties
"Control"	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise and "Controls" and "Controlled" will be construed accordingly
"electronic means"	has the meaning given in section 1168 of the 2006 Act
"eligible directors"	has the meaning given in Model Article 8(3)
"Family Trust"	means, in relation to an individual Shareholder, a trust or settlement set up wholly for the benefit of that individual Shareholder ("Settler") and/or the Settlor's Privileged Relations
"Group Companies"	in respect of a person, any persons that Control, are Controlled by or are under common Control with that person from time to time
"Interested Director"	a director who is the subject of the Conflict Situation

"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
"NomineeCo"	means Crowdcube Nominees Limited (company number 09820478) or a Permitted Transferee of such Nominee
"Permitted Transferee"	means: <ul style="list-style-type: none"> <li>(a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies; and</li> <li>(b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Companies Act) means any Member of the same Group; and</li> <li>(c) in relation to NomineeCo, means another trust company</li> </ul>
"Privileged Relation"	means 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)
"Qualifying Company"	means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010)
"Shareholders"	Means all or any of those persons whose names are entered in the register of members of the Company and "Shareholder" shall mean any one of them
"Shareholder Conflict Situation"	a Conflict Situation which arises because the Interested Director is or becomes a shareholder, investor, or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any way interested or concerned in, or has been appointed by, the shareholder who appointed him as a director of the Company or any of such shareholder's Group Companies
"Shares"	all or any shares in the Company of whatsoever class
"the Statutes"	the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation or other subordinate legislation in force from time to time relating to companies and affecting the Company
"Trust"	a Family Trust or any other trust whereby legal title of Shares are held on trust by a third party Trustee subject to a declaration of trust including without limitation a nominee
"Trustee"	means in relation to a Shareholder means the trustee or the trustees of the Trust
"United Kingdom"	Great Britain and Northern Ireland

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification of the same not in force when these Articles become binding on the Company.
- 2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, reenacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

### 3. DECISION MAKING BY DIRECTORS

- 3.1 Any decision of the directors will either be a unanimous decision taken in accordance with Model Article 8 or will be determined by a majority of votes provided that any motion put to a meeting of the directors will require at least one A director and one B director (or their respective alternates) to vote in favour of such motion for it to be passed unless otherwise agreed in writing by all the shareholders.
- 3.2 Model Article 7(1) will not apply to the Company.

### 4. UNANIMOUS DECISIONS OF DIRECTORS

- 4.1 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. Model Article 8(2) will not apply to the Company.

### 5. CALLING A DIRECTORS' MEETING

- 5.1 Any director may call a directors' meeting by giving not less than 5 days' notice of the meeting (or such lesser notice as at least one A director and one B director (or their alternates) may agree) to the directors or by authorising the company secretary (if any) to give such notice. Model Article 9(1) will not apply to the Company.
- 5.2 Model Article 9(2)(c) will be amended by the insertion of the word "simultaneously" after the words "how it is proposed that they should" and before the words "communicate with each other during the meeting".
- 5.3 Notice of a directors' meeting will be given to each director but need not be in writing.

### 6. NUMBER OF DIRECTORS AND APPOINTMENT AND REMOVAL

- 6.1 The number of directors will not be less than 2 nor more than 4. Up to 2 of the directors will be appointed and removed by the holders of a majority of the A shares and will be called A directors and up to 2 of the directors will be appointed and removed by the holders of a majority of the B shares and will be called B directors. Model Article 17 will not apply to the Company.
- 6.2 Each such appointment and removal as referred to in Article 6.1, will be made in writing to the Company by the holders of a majority of the A or B shares as the case may be. A notice which is not in electronic form will take effect when it is deposited at the registered office for the time being of the Company or when delivered to a meeting of the directors. A notice which is in electronic form will take effect when it is received at the address specified by the Company for the purpose of receiving such communications in electronic form.

### 7. PARTICIPATION IN DIRECTORS' MEETINGS

- 7.1 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 7.1.1 the meeting has been called and takes place in accordance with these Articles; and
- 7.1.2 they can each simultaneously communicate with and to the others participating in the meeting any information or opinions they have on any particular item of the business of the meeting.
- 7.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or, subject to Article 7.1.2, how they communicate with each other.
- 7.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 7.4 Model Article 10 will not apply to the Company.

## 8. QUORUM FOR DIRECTORS' MEETINGS

- 8.1 The quorum for directors' meetings throughout each meeting will be 2 comprising at least one A director and at least one B director (or his alternate).
- 8.2 If at any time there are no A directors in office, the quorum for the transaction of business at any directors meeting during that time will be two directors participating in the meeting provided this includes at least one B director.
- 8.3 If at any time there are no B directors in office, the quorum for the transaction of business at any directors meeting during that time will be two directors participating in the meeting provided this includes at least one A director.
- 8.4 If there is no quorum participating in any meeting of the directors within [30] minutes after the time fixed for the meeting or, if during the meeting a quorum ceases to be participating, the meeting will be adjourned to a time (not being earlier than [5] Business Days after the date of the original meeting) as the director or directors participating in the meeting determine and all directors will be notified of such adjournment.
- 8.5 Those directors present, whatever their number and class, will constitute a quorum if a meeting is adjourned under Article 8.4 and there is no quorum participating within [30] minutes after the time fixed for the adjourned meeting due to the absence of any class of director whose absence cause the previous meeting to be inquorate.
- 8.6 Model Articles 11(2) and 11(3) will not apply to the Company.
- 8.7 The following will be added as paragraph (4) to Model Article 11:  
"(4) If, as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a directors' meeting and the eligible directors participating in the meeting do not constitute a quorum then the meeting must be adjourned to enable the shareholders to authorise any situation in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company."

## 9. CASTING VOTE

Model Article 13(1) will be amended by deleting the words "has a casting vote" and by substituting for such words "will not have a casting vote" and Model Article 13(2) will not apply to the Company.

## 10. AUTHORISATION OF DIRECTORS' CONFLICTS

- 10.1 For the purposes of section 175 of the 2006 Act, the directors shall have the power to authorise by resolution and in accordance with the terms of these Articles any Conflict Situation proposed to them in accordance with these Articles.
- 10.2 The Interested Director must provide the directors with details of the matter giving rise to the Conflict Situation (including the nature and extent of his interest).
- 10.3 Any Conflict Authorisation will be effective only if:
  - 10.3.1 to the extent permitted by the Act, the Conflict Situation to which it relates was proposed for authorisation to the directors by any director in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - 10.3.2 any requirement as to the quorum at the directors' meeting at which the Conflict Authorisation is given is met without counting the Interested Director or any other interested directors; and
  - 10.3.3 the Conflict Authorisation was agreed to without the Interested Director (or any other interested director) voting or would have been agreed to if the vote of the Interested Director (or any other interested director) had not been counted.
- 10.4 Any Conflict Authorisation given may (whether at the time of giving the authorisation or subsequently):

- 10.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict Situation;
  - 10.4.2 provide that the Interested Director is to be excluded from the receipt of documents and information prepared by, or for, the directors to the extent they relate to matters related to the Conflict Situation;
  - 10.4.3 provide that the Interested Director is not to participate in discussions (whether at meetings of the directors or otherwise) related to the Conflict Situation;
  - 10.4.4 provide that the Interested Director will not be an eligible director for the purposes of Article 4 in respect of any future decision of the directors in relation to any resolution related to the Conflict Situation;
  - 10.4.5 provide that the Interested Director may not vote (or be counted in the quorum) at any directors' meeting or any committee or sub-committee of the directors in relation to any resolution related to the Conflict Situation; and
  - 10.4.6 be given on such other terms and subject to such other limits or conditions as the directors may determine.
- 10.5 Where any Conflict Authorisation is given:
- 10.5.1 the Interested Director will be obliged to conduct himself in accordance with any terms, limits or conditions imposed by the directors when giving the Conflict Authorisation;
  - 10.5.2 where the Interested Director obtains, or has obtained (through his involvement in the Conflict Situation and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence;
  - 10.5.3 the Interested Director may absent himself from the discussion of matters related to the relevant Conflict Situation at any meeting of the directors but will not be obliged to do so unless the terms of the Conflict Authorisation require it;
  - 10.5.4 the Interested Director may make arrangements not to receive (or may excuse himself from reviewing) any documents and information prepared by, or for, the directors to the extent they relate to matters related to the relevant Conflict Situation but will not be obliged to do so unless the terms of the Conflict Authorisation require it;
  - 10.5.5 the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the 2006 Act, provided he acts in accordance with such terms, limits or conditions (if any) as the directors impose in respect of the Conflict Authorisation; and
  - 10.5.6 the directors may, at any time, vary the terms or duration of any Conflict Authorisation (including any limits or conditions imposed on it) or revoke any Conflict Authorisation by resolution in accordance with these Articles but this will not affect anything done by the Interested Director in accordance with the terms of such Conflict Authorisation prior to such variation or revocation.
- 10.6 Authorisation is given by the shareholders for the time being on the terms of these Articles to each director in respect of any Shareholder Conflict Situation that exists as at the date on which these Articles are adopted or that subsequently arises. No authorisation under Article 10.1 will be necessary in respect of any such Shareholder Conflict Situation.
- 10.7 Subject to the terms of Articles 11.9 and 11.10, the terms attaching to the authorisation under Article 10.6 are that the Interested Director:
- 10.7.1 will not be obliged to disclose to the Company, or use in relation to the Company's affairs any information that is confidential to a third party and he has obtained through his involvement in the Shareholder Conflict Situation and otherwise than through his position as a director of the Company if to do so would amount to a breach of that confidence; and
  - 10.7.2 may (but will not be obliged to) absent himself from the discussions of and/or the making of decisions related to the Shareholder Conflict Situation concerned;

- 10.7.3 may (but will not be obliged to) make arrangements not to receive documents and information prepared by, or for, the directors relating to the Shareholder Conflict Situation concerned;
- 10.7.4 may participate in discussions (whether at meetings of the directors or otherwise) related to the Conflict Situation;
- 10.7.5 will be an eligible director for the purposes of Article 4 in respect of any future decision of the directors in relation to any resolution related to the Conflict Situation;
- 10.7.6 may vote and be counted in the quorum at any directors' meeting or any committee or sub-committee of the directors in relation to any resolution related to the Conflict Situation;
- 10.7.7 is deemed to have given a general notice in accordance with section 185 of the 2006 Act of all Shareholder Conflict Situations and is to be regarded as interested in any transaction or arrangement that may be made with the relevant shareholder or its Group Companies;

and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with the terms of the authorisation in these Articles 10.6 and 10.7 as a breach by him of his duties under sections 172 to 174 of the 2006 Act.

- 10.8 The authorisation given or deemed given under Article 10.6 may be revoked, varied or reduced in its scope or effect by written agreement of all the shareholders for the time being.
- 10.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict Situation which has been authorised by or in accordance with these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract will be liable to be avoided on such grounds.
- 10.10 The terms of Article 10 are subject to the terms of any written agreement between the shareholders in relation to the Company in existence at the relevant time.

## 11. DECLARATION OF DIRECTORS' INTERESTS

- 11.1 Subject to sections 177(5) and 177(6) of the 2006 Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company must declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the 2006 Act.
- 11.2 Subject to sections 182(5) and 182(6) of the 2006 Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the 2006 Act, unless the interest has already been declared under Article 11.1.
- 11.3 Subject, where applicable, to any terms, limits or conditions imposed by the directors in accordance with Article 10.4, provided the director has declared the nature and extent of his interest in accordance with the requirements of the 2006 Act, a director:
  - 11.3.1 may be a party to or otherwise interested in any transaction or arrangement with the Company;
  - 11.3.2 may hold any other office or employment with the Company (other than the office of auditor);
  - 11.3.3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested;
  - 11.3.4 may, or any firm or Company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as auditor);



- 11.3.5 will not be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the 2006 Act)) receives or profits made as a result of anything permitted by Articles 11.3.1 to 11.3.4 and no such transaction or arrangement will be liable to be avoided on the ground of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the 2006 Act;
- 11.3.6 except in relation to any resolution to approve a Conflict Situation will be an eligible director for the purposes of Article 4 in relation to any decision of the directors made in accordance with that article in respect of any of the matters referred to in Articles 11.3.1 to 11.3.4 and in any of the circumstances set out in Model Articles 14(3) and 14(4);
- 11.3.7 except in relation to any resolution to approve a Conflict Situation may participate in the decision making process for voting and quorum purposes on any of the matters referred to in Articles 11.3.1 to 11.3.4 and in any of the circumstances set out in Model Articles 14(3) and 14(4).
- 11.4 The terms of Article 11.3 are subject to the provisions of Articles 11.8 to 11.10.
- 11.5 For the purposes of these Articles references to decision making process includes any directors' meeting or part of a directors' meeting.
- 11.6 For the purposes of Articles 11.1 to 11.3:
  - 11.6.1 a general notice given in accordance with section 185 of the 2006 Act is to be treated as a sufficient declaration of interest;
  - 11.6.2 a director is not required to declare an interest:
    - 11.6.2.1 where he is not aware (or ought reasonably to be aware) of such interest or of the transaction or arrangement in question;
    - 11.6.2.2 if it cannot reasonably be regarded as likely to give rise to conflict of interest;
    - 11.6.2.3 if, or to the extent that, the other directors are already aware (or ought reasonably to be aware) of it;
    - 11.6.2.4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered by a meeting of the directors or a committee of directors appointed for the purpose under the Company's constitution.
  - 11.6.3 an interest of a director who appoints an alternate director will be treated as an interest of the alternate director.
- 11.7 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.
- 11.8 The provisions of Articles 11.9 and 11.10 will apply where either:
  - 11.8.1 any shareholder (or one of that shareholder's Group Companies (as the case may be)):
    - 11.8.1.1 asserts any claim against the Company; or
    - 11.8.1.2 exercises or wants to exercise any rights in relation to, or seeks to remedy, or gives any notice in relation to any dispute with the Company,
 in each case in respect of a breach or alleged breach of any agreement entered into between the Company and that shareholder (or one of that shareholder's Group Companies); or
  - 11.8.2 the Company:
    - 11.8.2.1 asserts any claim against a shareholder (or one of that shareholder's Group Companies (as the case may be)); or
    - 11.8.2.2 exercises or wants to exercise any rights in relation to, or seeks to remedy, or give any notice in relation to any dispute with a shareholder (or one of that shareholder's Group Companies (as the case may be)),
 in each case in respect of a breach or alleged breach of any other agreement entered into between the Company and that shareholder (or one of that shareholder's Group

Companies (as the case may be)) each matter referred to in this Article 11.8 being an "Action".

11.9 If the Action is asserted by or against the B shareholder (or one of the B shareholder's Group Companies) notwithstanding any other provisions of these Articles:

11.9.1 the A directors (acting as a committee and by majority vote) will have full authority on behalf of the Company (but acting bona fide in the best interests of the Company) to negotiate, litigate and settle such Action in the name and at the expense of the Company without the B shareholder's or the B directors' further authority provided that if costs are awarded against the Company by a court of competent jurisdiction in respect of such Action, the A shareholder will indemnify the Company in respect of such costs;

11.9.2 no B director will be entitled to make (or participate in making) any decisions in relation to such Action, nor attend or vote at any meeting (or part of meeting) of the directors at which such Action is to be discussed nor be entitled to any papers in relation to such, meeting or other information of the Company in relation to any such Action including, without limitation, and legal or other professional advice received in relation to such Action; and

11.9.3 the quorum at any meeting (or part of such meeting) of the directors convened to consider any such Action will be one A director.

11.10 If the Action is asserted by or against the A shareholder (or one of the A shareholder's Group Companies, notwithstanding any other provision of these Articles:

11.10.1 the B directors (acting as a committee and by majority vote) will have full authority on behalf of the Company (but acting bona fide in the best interests of the Company) to negotiate, litigate and settle such Action in the name and at the expense of the Company without the A shareholder's or the A directors' further authority;

11.10.2 no A director will be entitled to make (or participate in making) any decisions in relation to such Action, nor attend or vote at any meeting (or part of meeting) of the directors at which such Action is to be discussed nor be entitled to any papers in relation to such, meeting or other information of the Company in relation to any such Action including, without limitation, legal or other professional advice received in relation to such Action; and

11.10.3 the quorum at any meeting (or part of meeting) of the directors convened to consider any such Action will be one B director.

## 12. TERMINATION OF DIRECTOR'S APPOINTMENT

In addition to the circumstances set out in Model Article 18 (a) to (f) (inclusive) a person ceases to be a director as soon as that person is removed from office as a director pursuant to Article 6.1.

## 13. DIRECTORS' PENSIONS AND GRATUITIES

13.1 In addition to the provisions of Model Article 19(3)(b), the directors may exercise all the powers of the Company to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for present or former directors or employees (or their dependents) of the Company or any subsidiary undertaking (as defined in section 1162 of the 2006 Act) or associated undertaking (as defined in section 479(4) of the 2006 Act) of the Company and the directors will be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

## 14. ALTERNATE DIRECTORS

14.1 Appointment and removal of alternates

14.1.1 Any director ("appointor") may appoint as an alternate any other director, or any other person, to:

- 14.1.1.1 exercise that director's powers; and
    - 14.1.1.2 carry out that director's responsibilities,
  - in relation to participation in directors' meetings and the taking of decisions by the directors in the absence of the alternate's appointor.
- 14.1.2 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.
- 14.1.3 The notice must:
  - 14.1.3.1 identify the proposed alternate; and
  - 14.1.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 14.2 Rights and responsibilities of alternate directors
  - 14.2.1 An alternate director has the same rights, in relation to participation in directors' meetings and the taking of decisions by the directors and in relation to directors' written resolutions, as the alternate's appointor.
  - 14.2.2 An alternate director may act as an alternate director for more than one appointor.
  - 14.2.3 Except as these Articles specify otherwise, alternate directors:
    - 14.2.3.1 are deemed for all purposes to be directors;
    - 14.2.3.2 are liable for their own acts and omissions;
    - 14.2.3.3 are subject to the same restrictions as their appointors; and
    - 14.2.3.4 are not deemed to be agents of or for their appointors,
 and, each alternate director will 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.
  - 14.2.4 A person who is an alternate director but not a director:
    - 14.2.4.1 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
    - 14.2.4.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate).
 No alternate may be counted as more than one director for such purposes.
  - 14.2.5 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but will not count as more than one director for the purposes of determining whether a quorum is present.
  - 14.2.6 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.
- 14.3 Termination of alternate directorship
  - 14.3.1 An alternate director's appointment as alternate terminates:
    - 14.3.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
    - 14.3.1.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
    - 14.3.1.3 on the death of the alternate's appointor; or
    - 14.3.1.4 when the alternate's appointor's appointment as a director terminates,

15. ALTERNATE DIRECTORS' EXPENSES

Model Article 20 will be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".

16. SHARES

16.1 The Company is authorised to purchase its own shares for cash in accordance with section 692 of the 2006 Act.

16.2 The A shares and the B shares will be separate classes of shares but except as expressly provided in these Articles, will rank pari passu in all respects.

C shares right to buy-back

16.3 Upon the Company reporting in its statutory accounts for any 12 month period by reference to which such statutory accounts are drawn up earnings before interest, taxation, depreciation and amortisation ("EBITDA") equal to or in excess of £300,000, the Company shall purchase, by way of a share buy-back from distributable profits of the Company, from each holder of C shares, and each such holder of C shares shall sell to the Company, for the sum of £2.35 per C share, all C shares held by each such holder of C Shares.

16.4 If in the case of article 16.3 any C shareholder makes default in transferring any C shares, the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares on behalf of the proposing transferor (as its attorney or agent) in favour of the Company. For the purposes of authorising an individual to execute a transfer on behalf of the proposing transferor, a meeting of the directors shall be treated as quorate and a resolution shall be capable of being duly passed without the need for the directors appointed or nominated by the proposing transferor being present, represented or voting. The Company shall pay the purchase money for such C shares into a separate bank account and shall hold the same on trust for the relevant holder of C shares.

Voting rights

16.5 The C shares carry no voting rights.

Dividends

16.6 The C shares are not entitled to receive any dividends.

16.7 Save to the extent authorised from time to time by resolution of the Company in accordance with section 551 of the 2006 Act, the directors will not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares of any class.

16.8 Where any authorisation is given by the shareholders to the directors to exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares of any class, that power will be exercised in the manner prescribed by the shareholders in the resolution of the Company giving authority for such allotment or grant of rights.

16.9 In accordance with section 567(1) and (2) of the 2006 Act, sections 561(1) and 562 (1) to (5) (inclusive) of that Act will not apply to the Company.

16.10 No shares will unless otherwise determined by the directors be allotted to any employee, director, prospective employee or director unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

16.11 Following any purchase by the Company of its own shares in accordance with the provisions of the 2006 Act all the purchased shares will be immediately cancelled.

Tag Along

16.12 Subject to Article 16.13 and 16.17, if the effect of any transfer of shares would, if completed, result in the transferee together with persons connected with that transferee obtaining Control of the Company, the transferor shall procure the making, by the proposed transferee, of a Come Along Offer to all shareholders. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 30 days of the date of such offer (which date shall be specified in the offer) either to accept or reject such offer in writing (and in default of so doing

shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed, the directors shall not approve the making and registration of the relevant share transfer or transfers.

- 16.13 The provisions of Articles 16.12 (Tag Along) and 16.15 (Drag Along) shall not apply to any transfer of Shares to which all shareholders give their consent in writing.

- 16.14 "Come Along Offer" means an unconditional offer, open for acceptance for not less than 30 days, to purchase all shares held by the recipients of a Come Along Offer free from all liens, charges and encumbrances at a price per share equal to the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in Article 16.12 (or any person with whom such transferee is connected or with whom such transferee is acting in concert) for shares (inclusive of the shares giving rise to the obligation to make the Come Along Offer) within the period of one year ending on the proposed date of completion of such transfer of shares.

#### Drag Along

- 16.15 If any shareholder or shareholders holding in aggregate 50% or more of the voting rights in the Company (the "Sellers") wish to transfer their shares to any independent third party (the "Buyer") pursuant to a bona fide arms length transaction, then the Sellers shall also have the option to require all of the other holders of shares to transfer their shares to the Buyer, or as the Buyer directs, by giving notice in writing (the "Drag Along Notice") to that effect to all such other holders or persons (the "Called Shareholders") specifying that the Called Shareholders are or will be required to transfer their shares pursuant to Articles 16.15 and 16.16 free from all liens, charges and encumbrances and the price (the "Proposed Price") at which such shares are proposed to be transferred such price being the same price per share which the Buyer is offering to the Sellers.
- 16.16 If the Called Shareholders (or any of them) shall make default in transferring their shares pursuant to Article 16.15, the provisions of Article 16.4 shall apply to the transfer of such shares mutatis mutandis except that the Transfer Price shall be the Proposed Price.
- 16.17 Following the service of a Drag Along Notice and for as long as such notice remains in effect, shares held by Called Shareholders may not be transferred other than under Article 16.15 and the provisions of Article 16.15 (Tag Along) shall not apply.

## 17. TRANSFER OF SHARES

### Restrictions on Transfer

- 17.1 In this Article 17, references to a transfer of a share include 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.
- 17.2 No transfer of any shares will be made by any person:
- 17.2.1 without the consent in writing of all the other shareholders; or
- 17.2.2 as otherwise permitted by these Articles.

### Unauthorised transfers null and void

- 17.3 Any transfer of a share or purported transfer of a share made otherwise than in accordance with the provisions of these articles will be null and void and of no effect.

### Permitted Transfers

- 17.4 A Shareholder (who is not a Permitted Transferee) (the "Original Shareholder") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 17.5 Shares previously transferred as permitted by Article 17.4 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 17.6 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.

- 17.7 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.
- 17.8 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 17.9 No transfer of Shares may be made to Trustees unless the Board is satisfied:
  - 17.9.1 with the terms of the trust instrument and in particular with the powers of the trustees;
  - 17.9.2 with the identity of the proposed trustees;
  - 17.9.3 the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
  - 17.9.4 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.
- 17.10 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (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.
- 17.11 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:
  - 17.11.1 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 give a Transfer Notice to the Company in accordance with Article 6.1.1, failing which he shall be deemed to have given a Transfer Notice.
- 17.12 On the death (subject to Article 7.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. 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.
- 17.13 A Beneficial Owner shall be entitled at any time to transfer his entire beneficial interest in the Shares held on trust for him by NomineeCo without restriction to any person, provided that the legal title in such Shares continues to be held by NomineeCo and the transferee is (or becomes prior to the completion of the transfer) a member of the crowdfunding platform operated by Crowdcube Capital Limited.

#### 17.14 Re-designation of shares

If any share of any class is transferred pursuant to any of the provisions of these Articles to a shareholder holding shares of a different class, such share will on and from the time of registration of the transfer of that share in the register of members of the Company be re-designated as a share of the same class as those already held by that shareholder.

#### 17.15 Registration of Transfers

17.15.1 The directors may refuse to register the transfer of a share unless:

17.15.1.1 it made in compliance with the provisions of this Article 17; and

17.15.1.2 it is in respect of only one class of shares; and

17.15.1.3 it is lodged at the registered office of the Company or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer; and

17.15.1.4 it is in favour of not more than one transferee.

17.15.2 The directors will register a transfer of shares made in compliance with the provisions of this Article 17. Model Article 26(5) will not apply to the Company.

#### 18. NOTICE OF GENERAL MEETINGS

Every notice convening a general meeting will:

18.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and

18.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website.

#### 19. PROCEEDINGS AT GENERAL MEETINGS

19.1 No resolution will be voted on and no other business will be transacted at any general meeting of the Company unless a quorum is present when such vote is taken or other business is transacted and no resolution or transaction will be effective unless a quorum is so present.

19.2 A quorum will consist of two shareholders present in person or by proxy or (in the case of a shareholder being a corporation) by representative of whom one will be a holder of A shares and one a holder of B shares save that if and for so long as the Company has only one person as a shareholder, one shareholder present in person or by proxy or (in the case of a shareholder being a corporation) by representative will be a quorum.

19.3 If a quorum is not present within half an hour from the time appointed for a general meeting or if, during any general meeting a quorum ceases to be present, the general meeting will stand adjourned to the same day in the next week at the same time and place or to such other day and at such other place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for the same such adjourned general meeting will be dissolved. Model Article 41(1) to (5) inclusive will not apply to the Company.

#### 20. VOTES OF SHAREHOLDERS

20.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a written resolution every shareholder has one vote in respect of each share held by him, on a show of hands every shareholder entitled to vote who (being an individual) is present in person or by proxy (not being himself a shareholder entitled to vote) or (being a corporation) is present by a representative or proxy (not being himself a shareholder entitled to vote) has one vote and, on a poll, each shareholder has one vote for each share held by him.

## 21. WRITTEN RESOLUTIONS

- 21.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.
- 21.2 For the purposes of this Article 21 "circulation day" is the day on which copies of the written resolution are sent or submitted to shareholders or, if copies are sent or submitted on different days, to the first of those days.

## 22. COMPANY COMMUNICATION PROVISIONS

- 22.1 Where:
- 22.1.1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom; and
- 22.1.2 the Company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient 24 hours after it was posted.
- 22.2 Where:
- 22.2.1 a document or information is sent or supplied by electronic means; and
- 22.2.2 the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient immediately after it was sent.
- 22.3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient:
- 22.3.1 when the material was first made available on the website; or
- 22.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 22.4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section will be deemed modified by Articles 22.1, 22.2 and 22.3.
- 22.5 Subject to any requirements of the 2006 Act, documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

## 23. DIRECTORS' INDEMNITY AND INSURANCE

- 23.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or of any such associated company.
- 23.2 Subject to the 2006 Act the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or associated company.



- 23.3 Subject to, and so far as may be permitted by, the 2006 Act, the Company will be entitled to fund the expenditure of every director, former director, alternate director or other officer of the Company incurred or to be incurred:
- 23.3.1 in defending any criminal or civil proceedings; or
  - 23.3.2 in connection with any application under sections 661(3), 661(4) or section 1157 of the 2006 Act.
- 23.4 Model Articles 52 and 53 will not apply to the Company.

## SCHEDULE 1

### MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY SHARES

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PART 1  
INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

"articles" means the company's articles of association;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"chairman" has the meaning given in article 12;

"chairman of the meeting" has the meaning given in article 39;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"distribution recipient" has the meaning given in article 31;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006;

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

"instrument" means a document in hard copy form;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning given in article 10;

"proxy notice" has the meaning given in article 45;

"shareholder" means a person who is the holder of a share;

"shares" means shares in the company;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

#### Liability of members

2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

### PART 2 DIRECTORS DIRECTORS' POWERS AND RESPONSIBILITIES

#### Directors' general authority

3. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

#### Shareholders' reserve power

- 4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.  
(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

#### Directors may delegate

- 5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
  - (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions;as they think fit.  
(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.  
(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## Committees

6.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

(2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## DECISION-MAKING BY DIRECTORS

### Directors to take decisions collectively

7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

(a) the company only has one director, and

(b) no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

### Unanimous decisions

8.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### Calling a directors' meeting

9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

(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 not more than 7 days 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.

### Participation in directors' meetings.

10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

### Quorum for directors' meetings

11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
- (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

#### Chairing of directors' meetings

- 12.—(1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time,
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### Casting vote

- 13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### Conflicts of interest

- 14.—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when—
- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
  - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
  - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### Records of decisions to be kept

15. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Directors' discretion to make further rules

16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## APPOINTMENT OF DIRECTORS

Methods of appointing directors

17.—(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

Termination of director's appointment

18. A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) (paragraph omitted pursuant to The Mental Health (Discrimination) Act 2013)
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' remuneration

19.—(1) Directors may undertake any services for the company that the directors decide.

(2) Directors are entitled to such remuneration as the directors determine—

- (a) for their services to the company as directors, and
- (b) for any other service which they undertake for the company.

(3) Subject to the articles, a director's remuneration may—

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

(4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.

(5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3  
SHARES AND DISTRIBUTIONS  
SHARES

All shares to be fully paid up

21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.

(2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

22.—(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

Company not bound by less than absolute interests

23. Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

Share certificates

24.—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must—

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25.—(1) If a certificate issued in respect of a shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

Share transfers

26.—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.



- (3) The company may retain any instrument of transfer which is registered.
- (4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- (5) The directors may refuse to register the transfer of a share, and if they do so, 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.

#### Transmission of shares

- 27.—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
  - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- (3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

#### Exercise of transmittees' rights

- 28.—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- (2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

#### Transmittees bound by prior notices

29. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

### DIVIDENDS AND OTHER DISTRIBUTIONS

#### Procedure for declaring dividends

- 30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- (5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

#### Payment of dividends and other distributions

- 31.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
  - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—
- (a) the holder of the share; or
  - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
  - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

#### No interest on distributions

32. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—
- (a) the terms on which the share was issued, or
  - (b) the provisions of another agreement between the holder of that share and the company.

#### Unclaimed distributions

- 33.—(1) All dividends or other sums which are—
- (a) payable in respect of shares, and
  - (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- (3) If—
- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
  - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

#### Non-cash distributions

- 34.—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- (2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—
- (a) fixing the value of any assets;
  - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
  - (c) vesting any assets in trustees.

#### Waiver of distributions

35. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—
- (a) the share has more than one holder, or
  - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## CAPITALISATION OF PROFITS

### Authority to capitalise and appropriation of capitalised sums

36. —(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
  - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- (2) Capitalised sums must be applied—
- (a) on behalf of the persons entitled, and
  - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the articles the directors may—
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
  - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## PART 4

### DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

#### Attendance and speaking at general meetings

37.—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### Quorum for general meetings

38. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## Chairing general meetings

- 39.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
- (a) the directors present, or
  - (b) (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

## Attendance and speaking by directors and non-shareholders

- 40.—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The chairman of the meeting may permit other persons who are not—
- (a) shareholders of the company, or
  - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

## Adjournment

- 41.—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
  - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## VOTING AT GENERAL MEETINGS

### Voting: general

42. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

## Errors and disputes

- 43.—(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

(2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

#### Poll votes

44.—(1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by—

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal.

(4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### Content of proxy notices

45.—(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(4) Unless a proxy notice indicates otherwise, it must be treated as—

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### Delivery of proxy notices

46.—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### Amendments to resolutions

47.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS

#### Means of communication to be used

48.—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### Company seals

49.—(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(4) For the purposes of this article, an authorised person is—

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### No right to inspect accounts and other records

50. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

#### Provision for employees on cessation of business

51. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

### DIRECTORS' INDEMNITY AND INSURANCE

#### Indemnity

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
  - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article—
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - (b) a "relevant director" means any director or former director of the company or an associated company.

#### Insurance

53.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

- (2) In this article—
- (a) a "relevant director" means any director or former director of the company or an associated company,
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
  - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.