

Articles of Association
of

Infinitesima Limited

Company number: 04258410

Date of incorporation: 25 July 2001

(as adopted by special resolution passed on 23 March 2021)



Contents

1.	Preliminary	1
2.	Share capital.....	7
3.	Issue of shares.....	7
4.	Rights attaching to Shares	8
5.	Variation of class rights	9
6.	Redemption and purchase of shares	9
7.	Lien.....	10
8.	Permitted transfers	10
9.	Deceased and bankrupt shareholder provisions.....	12
10.	Compulsory transfers.....	12
11.	Transfer Notice procedure	13
12.	Registration of transfers.....	14
13.	Limitation on transfer of control.....	15
14.	General meetings	16
15.	Written resolutions.....	16
16.	Directors	16
17.	Appointment of Directors.....	18
18.	Alternate Directors.....	19
19.	Directors' Conflicts of Interest	20
20.	Borrowing powers	23
21.	Notices	23
22.	Indemnity	25
23.	Put Option.....	26

The Companies Act 2006

Private company limited by shares

Articles of association

of

Infinitesima Limited

(as adopted by special resolution passed on 23rd March 2021)

1. Preliminary

- 1.1 Except as otherwise provided in these Articles, the regulations contained or incorporated in Table A shall apply to the Company.
- 1.2 These Articles and the regulations incorporated in them shall take effect subject to the requirements of the Act and of every other statute for the time being in force affecting the Company.
- 1.3 In these Articles, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Act" the Companies Act 2006 (as amended, consolidated and restated from time to time;

"A Ordinary Shares" A ordinary shares of £0.001 each in the capital of the Company;

"Approved Offer" an arms' length bona fide offer in writing for all the Shares at the Approved Price and on equal terms as if they were one class (subject to the provisions of these Articles of Association) and which:

- (a) Is stipulated to be open for acceptance for at least 21 days;
- (b) Includes an undertaking by the offeror that neither it nor persons acting by agreement or understanding with it have entered into or have agreed more favourable terms with any other

Shareholder for the purchase of Shares (subject to Article 4.3); and

- (c) Provides for all arrears of dividend to be paid;

"Approved Price"

a sum equal to:

- (a) The consideration (in cash or otherwise) per Share equal to that offered by the Offeror; and
- (b) The relevant proportion of any other consideration (in cash or otherwise) received or receivable by the Shareholders in accordance with the provisions of these Articles of Association which having regard to the substance of the transaction as a whole can be reasonably regarded as an addition to the price paid or payable by the Offeror;

"ARC"

ARC InterCapital Limited (company number: 04042952);

"Associated Government Entity"

- (a) any UK Government departments, including their executive agencies, other subsidiary bodies and other parts of the UK Government;
- (b) companies wholly or partly owned by the UK Government departments and their subsidiaries;
- (c) non-departmental public bodies, other public bodies, public corporations and their subsidiary bodies sponsored by UK Government departments; and/or
- (d) any successors to any of the entities set out in (a), (b) and (c) above or any new bodies which fall within the same criteria;

"Dr Atherton"

Paul Atherton of 49(N) Wellington

Street, London, WC2E 7BN;

"these Articles"

these articles of association as amended from time to time;

"Bad Leaver"

a Leaver whose employment ceases in circumstances where he:

- (a) is guilty of any material act of fraud, dishonesty, gross misconduct, gross negligence or commits any other serious breach of duty, other than a breach which (being capable of being remedied) is remedied by him within 14 days upon being called to do so in writing by the Board;
- (b) has become prevented by an applicable law or regulation from continuing his employment with any Group Company or from performing any of his duties;
- (c) has been convicted of a criminal offence (excluding an offence under road traffic legislation in respect of which he is not sentenced to a term of imprisonment, whether immediate or suspended); or
- (d) is in material or repeated breach of clause 10 (non-competition and confidentiality) of the Investment Agreement;

"Board"

the board of Directors from time to time;

"Chairman"

the chairman for the time being of the Company;

"the Company"

Infinitesima Limited (company number: 04258410);

"Controlling Interest"

an interest in shares conferring in aggregate 50% or more of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue;

"communication"	includes a communication comprising sounds or images or both and a communication effecting a payment;
"Directors"	the Directors for the time being of the Company;
"electronic communication", "electronic form" and "electronic means"	has the meaning given in Section 1168 of the Act;
"Employee Trust"	the Company Employee Share Ownership Trust established by a trust deed dated 2004;
"Fair Price"	a fair value for the Shares to be agreed by the relevant Shareholder and the Directors within, where appropriate, a period of 14 days from the date on which the Transfer Notice was served or deemed to have been served or, failing such agreement, the price which an Independent Expert (whose charges shall be borne by the Company) shall state in writing to be in his or her opinion the fair value of the shares concerned on a sale as between a willing seller and a willing purchaser;
"Family Trust"	a trust under which no immediate beneficial interest in the shares in question is for the time being or may in the future be vested in any person other than the Shareholder concerned or a Privileged Relation of such Shareholder and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the Shareholder concerned or a Privileged Relation of such Shareholder;
"Founders"	means Professor Miles, Dr McMaster, Dr Hobbs and Dr Humphris;
"Future Fund"	UK FF Nominees Limited and its permitted transferees as set out in Article 8.4;

"Group"	The Company and its subsidiaries for the time being and "Group Company" means any of them;
"Independent Expert"	an umpire, acting as an expert and not as an arbitrator nominated by the parties concerned and in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, whose decision shall be final and binding on the parties;
"Institutional Investor"	any fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing, other than an Institutional Investor who the Board determines in its reasonable discretion is a competitor with the business of the Company;
"Investment Agreement"	the investment and shareholders agreement entered into on or about the date of adoption of these Articles between the Existing Shareholders (1) Dr Atherton (2) and the Company (3) as amended from time to time;
"Leaver"	as defined in Article 10.1(a);
"Leaver's Shares"	in relation to a Leaver any shares transferred or issued to that Leaver and any such shares subsequently transferred by him to a Privileged Relation or a Family Trust;
"Listing"	the admission of any part of the equity share capital of the Company to the Official List of the London Stock Exchange or the grant of permission by the Financial Services Authority to deal in any of the Company's shares on the Alternative Investment Market of the London Stock Exchange or on any other recognised investment exchange (as defined by Section 207, Financial Services Act 1986) and such permission

	becoming effective;
"Maximum"	as defined in Article 11.3;
"Offered Shares"	as defined in Article 11.1;
"the Offeror"	as defined in Article 13.1;
"Ordinary Shares"	Ordinary shares of £0.001 each in the capital of the Company;
"Privileged Relation"	in relation to a Shareholder, the spouse or widow or widower of the Shareholder and the Shareholder's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the Shareholder's children;
"Proceeds of Sale"	means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling their Shares under a Share Sale;
"Purchaser"	a person who expresses a willingness to purchase Offered Shares;
"Shareholder"	a holder for the time being of Shares;
"Shares"	the issued Ordinary Shares and A Ordinary Shares from time to time;
"Share Sale"	means the sale of (or the grant of a right to acquire of) any Shares in the capital of the Company (in one transaction or as a series of transactions) which results in the purchaser of such Shares (or grantee of that right) acquiring a Controlling Interest in the Company;
"Specified Price"	as defined in Article 11.1;
"Supplemental Deed"	a deed supplemental to the Investment Agreement substantially in the form set out in the Investment Agreement;
"Table A"	Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended);

"Transfer Notice"	as defined in Article 11.1;
"the University"	The University of Bristol (company number: RC000648);
"the University Director"	the director appointed by the University under Article 17; and
"Wholly-owned Group"	a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiary of that holding company (including any wholly-owned subsidiary of the body corporate).

1.4 References in these Articles to:

- (a) **"employees"** shall be deemed to include consultants and Directors and contracts of, commencement or cessation of, employment shall include contracts for, commencement or cessation of, consultancy or Directorship and "employed" shall include engaged as a consultant or director of the Company; and
- (b) **"subsidiary"** and **"holding company"** are as defined in the Act.

1.5 The headings to these Articles do not affect the construction of these Articles.

1.6 A person shall be deemed to be connected with another if that person is connected with another within the meaning of Sections 993 and 994, Income Tax Act 2007.

2. Share capital

2.1 The share capital of the Company at the date of adoption of these Articles is divided into Ordinary Shares of £0.001 each and A Ordinary Shares of £0.001 each.

2.2 The Ordinary Shares and A Ordinary Shares shall be separate classes of Shares and have the rights and restrictions set out in these Articles of Association but shall rank *pari passu* in all other respects.

3. Issue of shares

3.1 Subject to Article 3.4, the Directors are generally and unconditionally authorised for the purposes of Section 551 of the Act to exercise any power of the Company to allot relevant securities (as defined in that Section) to such persons, on such terms and in such manner as it thinks fit during the period of 5 years from the date of the adoption of these

Articles.

- 3.2 The authority contained in Article 3.1 shall enable the Directors to allot relevant securities after the expiry of this period of 5 years pursuant to an offer or agreement made by the Company before the expiry of this period.
- 3.3 Pursuant to Section 567 of the Act, Sections 561 and 562 of the Act (inclusive) shall be excluded from applying to the Company.
- 3.4 Subject to Article 3.6 or unless otherwise determined by the Company by special resolution, any shares for the time being unissued shall, before they are issued, be offered to the existing holders of Shares in proportion, as nearly as may be practicable to the number of existing Shares held by them respectively. This offer shall be made by notice in writing to each such Shareholder specifying the number of Shares offered to him and the subscription price for them and inviting him to state in writing within such period as the Directors may prescribe (being not less than 14 days after the date of the notice) whether he wishes to accept any, and if so what number, of Shares offered to him up to his maximum proportional entitlement. If within such period, such Shareholders have expressed their willingness to accept all or any of the Shares offered to them, those Shares shall be so issued to them accordingly. Any Shares so offered to any such holder and not taken up within such period shall be deemed to be declined after the expiration of such period. If any Shares comprised in such offer are declined or deemed to be declined such offer shall be withdrawn in respect of such Shares.
- 3.5 Any Shares not taken up pursuant to the offers set out in Article 3.4 and any Shares released from the provisions of that Article by any special resolution shall be under the control of the Directors who may allot, grant options over or otherwise dispose of them to such persons on no more favourable to the subscribers for them than the terms on which they were offered to the Shareholders.
- 3.6 Article 3.4 shall not apply to any unissued shares that are the subject of options to be issued to employees, consultants, directors of the Company or such other persons pursuant to Clause 3 of the Investment Agreement

4. **Rights attaching to Shares**

4.1 ***Income***

The balance of any profits which the Directors decide shall be distributed in any financial year or period shall be distributed amongst the holders of the Shares pro rata according to the amount for the time being paid up on them.

4.2 Capital

On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares), the assets of the Company available for distribution amongst Shareholders after payment of its liabilities shall be distributed to the holders of the Shares pro rata according to the amount for the time being paid up on them.

4.3 Exit Provisions

- (a) On a Share Sale, the Proceeds of Sale shall be distributed in the order of priority as set out below and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale:
 - (i) first, each holder of A Ordinary Shares will receive in priority to all other Shareholders an amount in respect of each A Ordinary Share held by it equal to the subscription price or deemed subscription price (including, for the avoidance of doubt, any share premium) paid for each such A Ordinary Share; and
 - (ii) secondly, to the extent there are proceeds remaining, the holders of A Ordinary Shares and Ordinary Shares will participate pari passu and pro rata (as if such Shares constituted one class of Share) to the number of such Shares held by them.

4.4 Voting

Each Shareholder shall have the right to receive notice of and attend and vote at any general meeting of the Company. Each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll to one vote for each Share held by him.

5. Variation of class rights

Whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied, modified, abrogated or cancelled only with the consent in writing of the holders of 75% of the issued shares of that class.

6. Redemption and purchase of shares

Subject to the provisions of the Act and to the rights of the holders of the respective classes of shares of the Company, the Company may:

- (a) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder concerned;
- (b) purchase its own shares (including any redeemable shares); and
- (c) make a payment in respect of the redemption or purchase under Section 684 or 687 or (as the case may be) Section 690 of the Act and the relevant power under (a) or (b) above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Section 709 and Section 712 of the Act.

7. **Lien**

The lien conferred by Regulation 8 of Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder of them or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company.

8. **Permitted Transfers**

8.1 ***Transfers to family shareholders, trusts and nominees***

- (a) Any Shareholder (or the legal personal representatives of a deceased Shareholder) may at any time transfer the Shares held by him to a Privileged Relation, to the trustees of his Family Trust or to another Shareholder.
- (b) The trustees of a Family Trust or Employee Trust may:
 - (i) on change of trustees, transfer Shares held by them in their capacity as trustees to the new trustees of such relevant Family Trust or Employee Trust; and
 - (ii) transfer any Shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust or Employee Trust.
- (c) Shares may be transferred by a Shareholder to a person to hold them as his nominee but any transfers by such nominees shall be subject to the same restrictions as though they were transfers by the original Shareholder himself.
- (d) Shares may be transferred without restriction by a nominee to their beneficial owner or to another nominee of the beneficial owner.

- (e) If any trust whose trustees hold Shares ceases to be a Family Trust, the trustees shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those Shares and, if the trustees fail to give a Transfer Notice, they shall be deemed to have served the Company with a Transfer Notice in respect of those Shares.

8.2 *Transfers by corporate shareholders*

- (a) A corporate Shareholder may at any time transfer Shares to another member of its Wholly-owned Group.
- (b) If a corporate Shareholder holding Shares transferred to it under Article 8.2(a) ceases to be a member of the same Wholly-owned Group as the original corporate Shareholder who held them, the corporate Shareholder then holding those Shares shall without delay notify the Company that this event has occurred and shall give a Transfer Notice in respect of them and, if the corporate Shareholder then fails to give a Transfer Notice, it shall be deemed to have served the Company with a Transfer Notice in respect of them on the date on which it ceased to be a member of the Wholly-owned Group.

8.3 *Transfers by the trustees of the Employee Trust*

The trustees of the Employee Trust may at any time transfer Shares to an employee or former employee of the Company pursuant to the terms of the Employee Trust and the Investment Agreement.

8.4 *Transfers by the Future Fund*

Unless otherwise prohibited by these Articles, the following transfers may be made without restriction as to price or otherwise and any such transfers shall (subject to Article 12 and Article 13) be registered by the Directors:

- (a) any transfer by the Future Fund to any Associated Government Entities;
- (b) any transfer by the Future Fund of any shares in the capital of the Company that are held by the Future Fund in connection with any sale to an Institutional Investor that is acquiring the whole or part (being not fewer than 10 companies, including the Company) of the Future Fund's interest in a portfolio of investments which comprise or result from the conversion of unsecured convertible loans substantially on the same terms as the Convertible Loan Agreement relating to the Company dated 6th August 2020, provided always that such transaction(s) is bona fide in all respects.

9. **Deceased and bankrupt shareholder provisions**

- 9.1 Regulations 29, 30 and 31 of Table A shall be applied and subject to the provisions Article 13 Shares may be transferred in accordance with the provisions of those Regulations.

10. **Compulsory transfers**

10.1 ***Relating to employee shareholders***

- (a) If a Shareholder (other than Dr Atherton and the Founders) who is also an employee of any Group Company shall cease to be an employee of any Group Company for whatever reason (including death or a subsidiary of the Company ceasing to be a subsidiary of the Company) and not continue as an employee of any of them ("**a Leaver**") then, unless otherwise determined by the board of Directors at its absolute discretion, he (and any person holding any Leaver's Shares) shall be deemed forthwith to have given a Transfer Notice in respect of all his Shares. Subject to the provisions of Article 10.1(b) the Specified Price shall be calculated at the date on which the person became a Leaver and shall be the Fair Price.
- (b) Subject to the provisions contained in Article 10.1(a) if a Leaver is a Bad Leaver then, he (and any person holding any Bad Leaver's Shares) shall be deemed to forthwith to have given a Transfer Notice in respect of all his Shares. The Specified Price shall be calculated at the date on which the person became a Leaver and shall be the lower of the nominal value or the Fair Price for the Shares.
- (c) Between the date of the deemed Transfer Notice and the transfer of the relevant Shares following determination of the Fair Price, the Shares which are the subject of the deemed Transfer Notice shall be under the control of the Directors, who shall exercise all voting rights attaching to them. Any person holding such Shares shall not be entitled to receive notice of any extraordinary general meeting, nor to attend or speak at any such meeting.

10.2 ***Breach of Shareholders' Agreement***

If any Shareholder who is bound by clause 10 (non-competition and confidentiality) of the Investment Agreement materially or repeatedly breaches its provisions he shall be deemed to have immediately given a Transfer Notice in respect of all the Shares registered in his name and each person holding any Leaver's Shares shall be deemed to have served a Transfer Notice in respect of those Shares only. The Specified Price shall be the lower of the Fair Price and the subscription price paid for those Shares.

10.3 *Purported transfer of shares*

If a Shareholder attempts to transfer any Share or the beneficial interest in any Share at any time other than as provided in Articles 8, 9, 11 or 13 he shall be deemed to have forthwith given a Transfer Notice in respect of all the Shares registered in his name.

11. **Transfer Notice procedure**

- 11.1 Any notice in writing to the Company to transfer all or part of the Shares held by a proposing transferor ("**a Transfer Notice**") shall specify the shares offered ("**the Offered Shares**") and the price at which they are offered ("**the Specified Price**"). If the Transfer Notice is deemed to have been given the Offered Shares shall be the Shares registered against the name of the proposing transferor in the register of members at the date on which the Transfer Notice is deemed to have been given and the Specified Price shall, save in respect of a Transfer Notice deemed to have been given under Articles 10.1(a) or 10.2 be the Fair Price as at the date on which the Transfer Notice is deemed to have been given.
- 11.2 The Transfer Notice shall constitute the Directors as the agent of the proposing transferor for the sale of the Offered Shares to other holders of Shares at the Specified Price. The Transfer Notice may not be revoked.
- 11.3 On receipt by the Company of the Transfer Notice or, in the case of a deemed Transfer Notice, as soon as the Specified Price has been ascertained, the Directors shall as soon as practicable give notice to all the Shareholders (other than the proposing transferor) of the number and description of the Offered Shares and the Specified Price. The notice shall invite each of these Shareholders to state in writing to the Company within 30 days whether he is willing to purchase any, and if so what maximum number ("**Maximum**"), of the Offered Shares. The Directors shall at the same time give a copy of the notice to the proposing transferor.
- 11.4 On the expiration of the 30 day period the Directors shall allocate the Offered Shares to or amongst the Purchasers and such allocation shall be made so far as practicable pro rata to their shareholdings in the Company.
- 11.5 On the allocation being made, the Directors shall give details of the allocation in writing to the proposing transferor and each Purchaser and, on the seventh day after such details are given, the Purchasers to whom the allocation has been made shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the purchase price, to transfer the Offered Shares to the respective Purchasers to whom the allocation has been made.

- 11.6 If the proposing transferor, after becoming bound to transfer Offered Shares, fails to do so the Company may receive the purchase price and the Directors may appoint a person to execute instruments of transfer of the Offered Shares in favour of the Purchasers to whom the allocation has been made and shall cause the names of those Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares and shall hold the purchase price in trust for the proposing transferor. The receipt of the Company shall be a good discharge to those Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person.
- 11.7 If, following the expiry of the 30 day period referred to in Article 11.3, any of the Offered Shares have not been allocated under that Article, the Company may (subject to the Act) purchase the balance of Offered Shares not allocated. Any Offered Shares not allocated under Article 11.3 and not purchased by the Company may be transferred by the proposing transferor (subject to the provisions of Article 13) at any time within a period of 90 days after the expiry of the 30 day period transfer the Offered Shares not allocated to any person and at any price (being not less than the Specified Price) provided that the Directors may require to be satisfied that those shares are being transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the Purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the Directors' absolute discretion to refuse to approve or register any transfer of shares in the circumstances described in Article 12).
12. **Registration of transfers**
- 12.1 The Directors shall refuse to register a proposed transfer not made under or permitted by Articles 8, 9, 10, 11 or 13.
- 12.2 The Directors may also refuse to register a transfer of a share on which the Company has a lien.
- 12.3 A person executing an instrument of transfer of a share is deemed to remain the holder of the share until the name of the transferee is entered in the register of members of the Company in respect of it.
- 12.4 The Directors shall (unless the allottee or transferee is already a party to the Investment Agreement or the transfer is pursuant to an Approved Offer) refuse to register an allottee or transferee of shares or a person entitled to shares by transmission until he has executed a Supplemental Deed under which he undertakes to adhere to and be bound by the provisions of the Investment Agreement and other agreements as if he were an original party to each of them and an original copy of this Supplemental Deed has been delivered to the Company.

12.5 The first sentence of Regulation 24 of Table A shall not apply.

13. Limitation on transfer of control

13.1 No sale or transfer of any interest in any Shares which would result, if made and registered, in a person (or one or more persons as part of a single transaction or otherwise acting by agreement or understanding) or connected persons of that person ("**the Offeror**") obtaining a Controlling Interest in the Company shall be made or registered unless an Approved Offer is made.

13.2 The holders of 10% of the Shares may not less than 7 days prior to the closing of the Approved Offer request that an Independent Expert certify, within 30 days of date on which the request is made, whether the Approved Price is fair and reasonable in all the circumstances and/or whether the Approved Offer is bona fide and on arms' length terms. Any certification by the Independent Expert shall be final and binding on the Shareholder and his costs shall be met by the Shareholders requesting the certification.

13.3 If any certification under Article 13.2 states that the Approved Price is unfair and unreasonable and/or that the Approved Offer is not bona fide or not on arms' length terms, no Shareholder shall be obliged to sell his Shares to the Offeror pursuant to this Article 13.

13.4 Any transfer of shares pursuant to an Approved Offer shall not be subject to the restrictions on transfer contained in these Articles.

13.5 If any Shareholder fails to accept an Approved Offer in accordance with its terms by the first closing date of that Approved Offer and:

- (a) no request for certification is made under Article 13.2 or the certification states the Approved Price is fair and reasonable in all the circumstances and/or bona fide and on arms' length terms; and
- (b) the holders of more than 60% of the Shares in issue at the time have accepted

then the Directors may authorise some person to execute any forms of acceptance on behalf of that Shareholder in relation to the Approved Offer and/or transfers in favour of the Offeror (or as he may nominate) pursuant to the acceptance of the Approved Offer and the consideration may be received by the Company on behalf of that member. Upon the Company receiving such consideration and transfer (duly stamped) the Offeror or his nominee shall be entered in the register of members of the Company. The certificate(s) in respect of any shares so transferred, in the name of the original Shareholder, shall be deemed to be cancelled and a new certificate shall be issued in the name of the Offeror or his nominee.

- 13.6 The receipt of the Company for the consideration shall be a good discharge to the Offeror who shall not be bound to see to the application of it, and after such registration in exercise of the above powers the validity of the proceedings shall not be questioned by any such person. The Company shall hold the said consideration on behalf of any such Shareholder in a separate bank account on trust for the relevant member pending delivery up of the cancelled certificate(s).

14. General meetings

- 14.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the Chairman or by any Shareholder present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

- 14.2 Each Shareholder shall have the right to receive notice of and attend and vote at any general meeting of the Company. Each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll to one vote for each Share held by him.

- 14.3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.

15. Written resolutions

A resolution in writing signed by or on behalf of all the Shareholders for the time being entitled to vote shall be as effectual as if it had been passed at a general meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Shareholders. In the case of a corporation the resolution may be signed on its behalf by a Director of it or by its duly appointed or duly authorised representative.

16. Directors

- 16.1 The number of Directors (other than alternate Directors) shall not be less than 3 nor more than 10. Regulation 64 of Table A shall not apply.
- 16.2 The quorum necessary for the transaction of business of the Directors shall be 3.

- 16.3 In the event of a quorum not being present within one hour of the start of the meeting or ceasing to be present, the meeting shall be adjourned to the same day in the next week at the same time and place and such Directors as may be present at the start of such adjourned meeting shall constitute a quorum.
- 16.4 Any Director able to participate in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) which allows all the other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.
- 16.5 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that all meetings of the Directors shall be held within the United Kingdom. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Unless a majority of the Directors or their duly appointed alternates present in the United Kingdom shall agree to the holding of a meeting by shorter notice, at least 72 hours' notice of every meeting of Directors shall be given either in writing or by fax or other means of electronic communication to each Director, unless absent from the United Kingdom. Regulation 88 of Table A shall be amended accordingly.
- 16.6 At any meeting of the Directors each Director (or his alternate Director) present at the meeting shall be entitled to one vote.
- 16.7 In the case of an equality of votes at any meeting the Chairman of such meeting shall not be entitled to a second or casting vote. Regulation 88 of Table A shall be modified accordingly.
- 16.8 A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors, but so that the expression "Director" in this paragraph shall not include an alternate Director. Regulation 93 of Table A shall not apply.
- 16.9 The Directors may by resolution exercise all the powers of the Company to make provision (in connection with the cessation or the transfer to any person of the whole or part of the undertaking of any Group Company) for the benefit of persons employed or formerly employed by any Group Company.
- 16.10 A Director and an alternate Director shall not be required to hold any shares, but nevertheless shall be entitled to attend and speak at any general meeting of the Company.

16.11 Subject to Article 17.1, each of the University and ARC shall be entitled to appoint an observer. Any observer shall (subject to his entering into an obligation of confidence in favour of the Company on terms reasonably acceptable to the Directors) be entitled to receive notice of and to attend any meeting of the Board, but shall not be entitled to speak or vote at any such meeting.

17. Appointment of Directors

17.1 The University is entitled to appoint one person as a Director of the Company and to remove from office any person so appointed and (subject to such removal) to appoint another person in his or her place provided that if the University exercises its right to appoint a Director under this Article 17.1, it shall have no right also to appoint an observer under Article 16.15 until such time as any Directors appointed by it under this Article ceases to hold office.

17.1A For so long as (i) Dr Atherton and any person to whom he is permitted to transfer his Shares pursuant to Article 8 holds not less than 5% of the Shares in issue; and (ii) no resolution has been passed under S.168 Companies Act 2006 approving his removal as a director of the Company, he shall, subject to the provisions of these Articles, have the right to appoint himself and be maintained in office as a Director.

17.2 Any appointment or removal of a Director pursuant to Article 17.1 or Article 17.1A shall be by signed instrument in writing served on the Company by the appointor and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company.

17.3 Subject to Section 168 of the Act, on any resolution to remove a director appointed pursuant to Article 17.1 (but, for the avoidance of doubt, not Article 17.1A) the Shares held by the appointor shall together carry at least one vote in excess of 50% of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed and if any such director is removed pursuant to Section 168 of the Act the appointor may reappoint him or any other person in his place.

- 17.4 The Company may by ordinary resolution appoint a person who is willing to act as a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed the maximum number of Directors fixed by these Articles.
- 17.5 The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed the maximum number of Directors fixed by these Articles.
18. **Alternate Directors**
- 18.1 Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors (such approval not to be unreasonably withheld), and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless all the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company.
- 18.2 An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.
- 18.3 An alternate Director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all general meetings. Regulation 66 of Table A shall not apply.
- 18.4 The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting. Regulation 67 of Table A shall not apply.
- 18.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors of any committee of the Directors

to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present. The last sentence of each of Regulations 88 and 89 of Table A shall not apply.

19. **Directors' Conflicts of Interest**

19.1 Subject to the provisions of the Act and provided that he has previously disclosed the nature and extent of such duty or interest to the Directors in accordance with the provisions of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may vote at a Board meeting (or any committee of the Directors), and form part of a quorum present at that meeting, or participate in any decision making of the Directors in relation to such transaction or arrangement with the Company;
- (b) may be a party to, or otherwise interested in, any such transaction or arrangement; and
- (c) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest nor shall the receipt of any remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

19.2 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

19.3 Authorisation of a matter under Article 19.2 shall be effective only if:

- (a) the matter in question shall have been proposed in writing for consideration at a meeting of the Directors or in accordance with the Board's normal procedures or in such other manner as the Directors may approve;
- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**") save that if there are only two Directors holding office, the quorum for that part of the meeting dealing with the matter is to be authorised under Article 19.2, shall be any Director who is not interested in the matter and Article 16.3 shall be amended accordingly;

- (c) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted; and
 - (d) in taking the decision, the Directors act in a way they consider, in good faith, will be most likely to promote the Company's success.
- 19.4 Any authorisation of a matter pursuant to Article 19.2 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 19.5 Any authorisation of a matter under Article 19.2 shall be subject to such conditions or limitations as the Directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently, and may be varied or terminated by the Directors (excluding the Interested Directors) at any time. Such conditions or limitations may include (without limitation):
 - (a) (without prejudice to a Director's general obligations of confidentiality) the application to the Interested Director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the matter;
 - (b) the exclusion of the Interested Director from all information relating to, and discussion by the Company of, the matter; and
 - (c) that, where the Interested Director obtains (other 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 it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.
- 19.6 A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.
- 19.7 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under Article 19.2 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- 19.8 Subject to compliance by him with his duties as a Director under Part 10 of the Act (other than the duty in section 175(1) of the Act which is the subject of this Article 19.8), a Director (including the chairman of the Board (if any) and any other non-executive Director) may, at any time:

- (a) be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in, the Company; or
- (b) be a director or other officer of, employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in any other Group Company,

(in either case a “**Group Company Interest**”) and notwithstanding his office or the existence of an actual or potential conflict between any Group Company Interest and the interests of the Company which would fall within the ambit of that section 175(1), the relevant Director:

- (a) shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Company);
- (b) shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives in consequence of any Group Company Interest and any contract, transaction or arrangement relating to a Group Company Interest shall not be liable to be avoided on the grounds of any such benefit; and
- (c) will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party.

19.9 Any Director who has a Group Company Interest shall, as soon as reasonably practicable following the relevant interest arising, disclose to the Board the existence of such interest and the nature and extent of such interest so far as the relevant Director is able at the time the disclosure is made provided that no such disclosure is required to be made of any matter in respect of which the relevant Director owes any duty of confidentiality to any third party. A disclosure made to the Board under this Article 19.9 may be made either at a meeting of the Board or by notice in writing to the Company marked for the attention of the Directors.

- 19.10 Notwithstanding the provisions of Article 19.8, the Directors (excluding the Interested Directors) may at any time impose such conditions or limitations on the authorisations given under Article 19.8 and may vary or terminate any such authorisations in respect of a particular Group Company Interest.

20. Borrowing powers

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part of it, and to issue debentures, debenture stocks and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

21. Notices

- 21.1 Every Director and every alternate Director shall, upon supplying the Company with an address for the giving of notices, be entitled to receive notices of general meetings, provided always that non-receipt of any such notice by any Director or alternate Director shall not invalidate the proceedings at the meeting convened by such notice.
- 21.2 Any document or information required or permitted to be given by or to the Company, any Shareholders and Directors under these Articles or the Act, other than a notice convening a meeting of the Directors, shall, unless otherwise specified in these Articles, be in writing and, subject to the Act and any specific requirements of these Articles, may be given:
- (a) personally or by sending it by post or other delivery service in a prepaid envelope addressed to the recipient at its registered address, or any other address notified to the sender for the time being for the service of documents or information, or by leaving it at any such address or by any other means authorised in writing by the recipient concerned;
 - (b) by sending it in electronic form to an address for the time being notified to the sender by the recipient for that purpose;
 - (c) in the case of any document or information to be given by the Company, by making it available on a website.
- 21.3 If properly addressed, a document or information sent or supplied by the Company in accordance with Article 21.2 shall be deemed to be received:
- (a) in the case of a document or information delivered personally or left at the recipient's address, when delivered or left;
 - (b) in the case of a document or information sent by post or other delivery service, 48 hours after sending;

- (c) in the case of a document or information sent by electronic means, 24 hours after sending;
- (d) in the case of a document or information made available on a website:
 - (i) when the document or information was first made available on the website; or
 - (ii) if later, when the recipient received (or is deemed to have received) notice of the fact that the document or information was made available on the website.

- 21.4 In the case of documents or information sent or supplied by the Company, proof that an envelope containing a document or information was properly addressed, prepaid and posted (or consigned to the relevant delivery service or, in the case of a document or information delivered personally or left at the recipient's address, was properly addressed and delivered personally or left at the recipient's address) shall be conclusive evidence that the document or information was given. In the case of documents or information sent or supplied by the Company, proof that a document or information contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was given.
- 21.5 A document or information sent in electronic form shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 21.6 Where a document or information is sent or supplied to the Company it must be authenticated. Where a document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter.
- 21.7 In the case of joint holders of a Share, all documents or information required to be given by the Company may be given either to each of the joint holders or to the joint holder whose name stands first in the register of Shareholders in respect of the joint holding and documents or information so given shall be sufficiently given to all the joint holders.
- 21.8 A Shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which documents or information may be given to him or an address to which documents or information may be given to him in electronic form shall be entitled to have documents or information given to him at such address but otherwise, subject to the Act, no such Shareholder shall be entitled to receive any document or information from the Company.
- 21.9 A Shareholder present, either in person or by proxy or (being a corporation) by a duly authorised representative, at any meeting of the Company or of the holders of any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 21.10 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of Shareholders, has been duly given to a person from whom he derives his title.

22. Indemnity

Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation to it, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Sections 660 and 1157 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation to it. This Article shall only have effect in so far as its provisions are not avoided by Section 532 of the Act. Regulation 118 of Table A shall not apply.

23. **Put Option**

In the event that it is determined by the Future Fund (in its absolute discretion) that it would be prejudicial to the reputation of the Future Fund and/or the UK Government to continue holding any shares in the capital of the Company, the Future Fund shall have the option to require the Company to purchase all of the shares in the capital of the Company held by the Future Fund (subject to and in accordance with the Act), for an aggregate price of £1.00 at any time (the **"Put Option"**), provided that: (i) the Put Option shall be exercisable by notice in writing from the Future Fund to the Company, such notice being revocable only with the consent of the Board (acting in its absolute discretion) (the **"Put Option Notice"**); (ii) the terms of the completion of the Put Option have been authorised by a resolution of the Company; and (iii) completion of the Put Option shall take place as soon as reasonably practicable and in any event no later than 20 Business Days following the Company's receipt of the Put Option Notice; and (iv) each of the Shareholders and the Company shall execute, and the Company shall procure so far as it lies within its power to do so the execution of, all such documents and deeds and do all such acts and things as may be reasonably required from time to time to implement the Put Option and transfer the legal and beneficial ownership of the relevant shares being sold to the Company under this Article 23, including waiving any pre-emption rights relating to such transfer.