

Company No. 4821572

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF**

DNAE GROUP HOLDINGS LIMITED

FRIDAY



On 14th December 2018, the following ordinary and special resolutions were duly passed as written resolutions of the Company pursuant to section 288 of the Companies Act 2006 (**CA 2006**):

SPECIAL RESOLUTION

1. THAT upon and subject to all required consents being obtained, the draft articles of association appended to these Resolutions ("**New Articles**") be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

ORDINARY RESOLUTIONS

2. THAT, in accordance with section 551 of the Companies Act 2006, the Directors be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company ("**Rights**") up to an aggregate nominal amount of £15,000 provided that this authority shall, unless renewed, varied or revoked by the Company, expire five years from the date of this Resolution save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the Directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired.
3. THAT, subject to the passing of Resolution 1 and in accordance with section 551 of the Companies Act 2006, the Directors be generally and unconditionally authorised to allot B Convertible Preference Shares (as defined in the New Articles) in the Company up to an aggregate nominal amount of £961.30 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on 30 June 2019 save that the Company may, before such expiry, make an offer or agreement which would or might require B Convertible Preference Shares to be allotted and the Directors may allot B Convertible Preference Shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired.

The authorities granted by Resolutions 2 and 3 revoke and replace all unexercised authorities previously granted to the Directors but without prejudice to any allotment of shares or grant of Rights already made or offered or agreed to be made pursuant to such authorities.

Company number: 04821572

ARTICLES OF ASSOCIATION

of

DNAE GROUP HOLDINGS LIMITED

(formerly DNA Electronics Limited)

Adopted by Written Resolution passed on 14 ~~December~~ 2018

Company number: 04821572

COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
DNAE GROUP HOLDINGS LIMITED
(formerly DNA Electronics Limited)
(the "Company")

(adopted by resolution of the shareholders passed on 14 December 2018)

1 PRELIMINARY

- 1.1 In these Articles, "**Table A**" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended prior to the adoption of these Articles.
- 1.2 Except as excluded or varied in, or are inconsistent with, these Articles, the regulations contained in Table A will apply to the Company and will be deemed to form part of these Articles.
- 1.3 Reference to a Regulation is to a regulation of Table A, and reference to an Article is to a provision of these Articles.
- 1.4 In these Articles, any confirmation required to be given by the Investor may be validly given either:
 - 1.4.1 by an Investor Director; or
 - 1.4.2 by the Investor.

- 1.5 The provisions of Regulations 3, 5, 12, 14, 16, 23 to 25, 32, 34 to 55, 57, 60 to 62, 64 to 81, 84 to 97, 110 to 112, 115 and 118 of Table A shall not apply to the Company. In addition to the remaining regulations of Table A, as varied in these Articles, the following will be the Articles of Association of the Company.

2 SHARE CAPITAL

- 2.1 The share capital of the Company as at the date of adoption of these Articles is divided into Ordinary Shares, A Convertible Preference Shares and B Convertible Preference Shares.
- 2.2 The rights and restrictions attaching to and imposed on the Shares are set out in Articles 3 and 4 below.
- 2.3 The Company may by ordinary resolution with the prior written consent of the Investor:
- 2.3.1 increase its share capital by issuing new Shares of such amount as the resolution prescribes;
 - 2.3.2 consolidate and divide all or any of its share capital into Shares of larger amounts than its existing Shares;
 - 2.3.3 subject to the provisions of the Act, sub-divide its Shares, or any of them, into Shares of smaller amounts and the resolution may determine that, as between the Shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
 - 2.3.4 cancel Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its authorised share capital by the amount of the Shares so cancelled.
- 2.4 Subject to the provisions of the Act and with the prior written consent of the Investor, the Company may by special resolution reduce its issued share capital, any capital redemption reserve and any share premium account in any way.
- 2.5 Subject to the provisions of the Act and with the prior consent of the Investor, any Shares of a class within the capital of the Company as authorised from time to time may be issued on terms that they are to be, or at the option of the Company or a member holding such Shares are liable to be, redeemed on such date or between such dates as the Board may fix before the issue of such Shares and on such terms and conditions as are contained in or, as to the amount payable on redemption, determined in accordance with the Articles.
- 2.6 The Company, with the prior written consent of the Investor, will have power to purchase or redeem its own Shares (whether issued on the terms that they are to be, or are liable to be, redeemed or not) subject to the requirements of the Act.
- 2.7 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own Shares with cash up to any amount in a financial year not exceeding the lower of:
- 2.7.1 £15,000; and
 - 2.7.2 the value of 5% of the Company's share capital.
- 2.8 Except as required by law, and even when the Company has express notice, no person will be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by these Articles or by law) the Company will not be

bound by or recognise any interest in any Share except an absolute right to the entirety of it in the holder.

- 2.9 The second sentence of Regulation 6 in Table A shall be substituted by the following:

"Every certificate shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and the amount paid up thereon, and such a certificate signed by either a Director of the Company together with a second Director, or by a Director of the Company in the presence of a witness, shall be evidence of the title of the registered holder to the Shares, whether or not the common seal of the Company (if it has one) has been affixed and regardless of any words in the certificate referring to a seal".

3 SHARE RIGHTS

- 3.1 The rights and restrictions attaching to the Shares shall be as follows:

As regards income

- 3.1.1 No dividend or other distribution may be declared or paid by the Company save as permitted in writing by the Investor.

- 3.1.2 Subject to Article 3.1.1, any dividend paid under these Articles shall:

3.1.2.1 first, be applied in paying to the B Convertible Preference Shareholders a dividend on each B Convertible Preference Share of an amount equal to 8% of the Issue Price of such B Convertible Preference Shares;

3.1.2.2 second, be applied in paying to the A Convertible Preference Shareholders a dividend on each A Convertible Preference Share of an amount equal to the dividend payable on each Ordinary Share (calculated on a proportionate basis as if all the A Convertible Preference Shares have already been converted into Ordinary Shares based on the applicable Conversion Price pursuant to Article 5.5 at the applicable time); and

3.1.2.3 subject to Articles 3.1.2.1 and 3.1.2.2, be applied in paying to each Ordinary Shareholder the same amount of dividend paid per Ordinary Share pursuant to Article 3.1.2.2.

As regards capital

- 3.1.3 On a return of assets to Shareholders, whether on a winding-up, liquidation, dissolution, reduction of capital, or upon a Deemed Liquidation Event or otherwise, (except in the case of the redemption of Shares of any class or the purchase by the Company of its own Shares), the surplus assets and retained profits of the Company remaining after the payment of its liabilities shall be applied in the following order of priority:

3.1.3.1 first, in paying to each B Convertible Preference Shareholder in respect of each B Convertible Preference Share of which it is the holder, an amount equal to: (i) 100% of the Issue Price thereof; and (ii) the aggregate amount of all declared and unpaid amounts of dividends (to be calculated down to and including the date of the return of capital and to be payable irrespective of whether such dividend would be unlawful by reason of there being insufficient profits available to the Company);

3.1.3.2 second, in paying to each A Convertible Preference Shareholder in respect of each A Convertible Preference Share of which it is the holder, an amount equal to: (i) 100% of the Issue Price thereof; and (ii) the aggregate amount of all declared and unpaid amounts of dividends (to be calculated down to and including the date of the return of capital and to be payable irrespective of whether such dividend would be unlawful by reason of there being insufficient profits available to the Company); and

3.1.3.3 then, the balance of such assets (if any) shall be distributed amongst the B Convertible Preference Shareholders, the A Convertible Preference Shareholders and the Ordinary Shareholders on a pro rata basis (calculated on a proportionate basis as if all the Convertible Preferences Shares have already been converted into Ordinary Shares based on the applicable Conversion Price pursuant to Article 5.5 at the applicable time).

3.1.4 If it is not lawful for the Company to distribute the surplus assets and retained profits of the Company remaining after the payment of its liabilities in accordance with the provisions of Article 3.1.3, each Shareholder shall (to the extent lawful and within its control) take any reasonable action to give effect to the provisions of Article 3.1.3 (except any action which is reasonably expected to put the Company into liquidation in circumstances where the Company is not already in liquidation or where the Company is not undertaking a voluntary liquidation).

4 CLASS RIGHTS

4.1 Subject to the other provisions of these Articles, the rights or privileges attached to any class may (unless otherwise provided by the terms of issue of the Shares of that class), whether or not the Company is being wound up, be varied, modified, abrogated or cancelled either with the approval of a special resolution passed at a separate class meeting of the holders of the issued Shares of that class together with the approval of the Investor to the extent that the Investor holds Shares of that class, or with the consent in writing of three quarters (3/4) or more in nominal value of the issued Shares of that class (or such higher percentage as may be required by the Act) and the Investor, to the extent that the Investor holds Shares of that class.

4.2 For the purposes of Article 4.1, all the provisions of these Articles relating to general meetings shall apply, *mutatis mutandis*, to every separate class meeting referred to in Article 4.1, except that:

4.2.1 unless there is only one (1) holder of such class of Shares, the necessary quorum shall be two (2) persons holding or representing by proxy or corporate representative at least one third (1/3) in nominal value of the issued Shares of the class (however, if at any adjourned meeting of such holders a quorum as defined above is not present, those Shareholders who are present shall constitute a quorum); and

4.2.2 any holders of Shares of the class present in person or by proxy may demand a poll and on a poll each Share concerned shall carry one (1) vote;

provided that, where there is only one (1) holder of the issued Shares of the relevant class, a quorum shall exist if that holder alone is present in person or by proxy or corporate representative.

4.3 The following events will not constitute a variation of the rights attached to any class of Shares unless the terms of issue of that class expressly provide otherwise or unless the provisions of these Articles are not followed:

- 4.3.1 the issue of Shares of any class additional to Shares of that class previously issued; and
 - 4.3.2 the creation or issue of Shares of a different class to that (in the case where there is only one class of Shares) in issue or to those (in any case where there are more than one class of Shares) in issue, regardless of whether such class of Shares created or issued rank senior or prior to any such class of Shares in issue.
- 4.4 Every Shareholder shall be entitled to receive notice of all general meetings of the Company however, subject to the provisions contained in these Articles, the holders of A Convertible Preference Shares shall not be entitled to attend or vote at any general meeting, or on any resolution proposed to members as a written resolution and the A Convertible Preference Shares shall not be counted in determining the total number of votes which may be cast at any such meeting. For the avoidance of doubt, the holders of B Convertible Preference Shares shall be entitled to attend and vote at any general meeting or on any resolution proposed to members as a written resolution.
- 4.5 The voting rights attached to the Ordinary Shares shall be as set out in this Article:
 - 4.5.1 on a show of hands, every Ordinary Shareholder who is entitled to vote, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one (1) vote;
 - 4.5.2 on a poll, every Ordinary Shareholder who is entitled to vote, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one (1) vote for each Ordinary Share of which he is the holder.
- 4.6 The voting rights attached to the B Convertible Preference Shares shall be as set out in this Article:
 - 4.6.1 on a show of hands, every B Convertible Preference Shareholder who is entitled to vote, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one (1) vote; and
 - 4.6.2 on a poll, every B Convertible Preference Shareholder who is entitled to vote, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one (1) vote per Ordinary Share which would arise following conversion of such B Convertible Preference Shares calculated on a proportionate basis as if all the B Convertible Preferences Shares have already been converted into Ordinary Shares based on the applicable Conversion Price pursuant to Article 5.5 at the applicable time.
- 4.7 Provided that there are no less than forty per cent. (40%) of the originally issued Convertible Preference Shares in issue at that time (as adjusted for stock splits, stock dividends, reclassification and the like), the Company shall not without the prior written consent of the holders of the majority of the Convertible Preference Shares convene any general meeting of the Company, or pass any resolution of the Company to:
 - 4.7.1 undertake a Listing of the Company or any subsidiary of the Company from time to time; or

- 4.7.2 issue Shares (save for upon (i) the exercise of Permitted Share Options; or (ii) the conversion of the Convertible Preference Shares to Ordinary Shares) or issue securities convertible into Shares or shares of the Company or grant any options over Shares or agree to do any of the foregoing; or
- 4.7.3 change the business or operations of the Company.

5 CONVERSION OF CONVERTIBLE PREFERENCE SHARES

- 5.1 Any Convertible Preference Shareholder may, by notice in writing to the Company, require conversion of some or all of the Convertible Preference Shares held by them at any time into Ordinary Shares (the "**Conversion Notice**"). Such Conversion Notice shall specify the number of Convertible Preference Shares that are intended to be converted and must be accompanied by the share certificate(s) (or an indemnity in a form reasonably satisfactory to the Board for any lost share certificate(s)) for the Convertible Preference Shares being converted (together with such other evidence (if any) as the Board may reasonably require to prove good title to those Convertible Preference Shares) to the Company at its registered office for the time being. Any Conversion Notice may not be withdrawn without the prior written consent of the Company (such consent to not be unreasonably withheld or delayed).
- 5.2 Those Convertible Preference Shares shall convert two (2) Business Days after the date of the Conversion Notice (the "**Conversion Date**").
- 5.3 Subject to Article 5.5, on the Conversion Date the relevant Convertible Preference Shares shall, (without any further authority than that contained in these Articles), stand converted into Ordinary Shares on the basis of one (1) Ordinary Share for each Convertible Preference Share held and the Ordinary Shares resulting from the conversion shall rank *pari passu* in all other respects with the existing issued Ordinary Shares.
- 5.4 The Ordinary Shares to which a holder of a Convertible Preference Share is entitled in exercising his right to convert: (i) shall be credited as fully paid; (ii) shall rank *pari passu* in all respects and form one class with the Ordinary Shares then in issue; and (iii) entitle the holder to be paid an appropriate proportion of all dividends and (unless adjustment of the conversion rate has been made in respect of the distribution) other distributions declared, made or paid on Ordinary Shares in respect of the financial year in which the relevant conversion date falls, but not in respect of an earlier financial year.
- 5.5 Adjustment
 - 5.5.1 The Conversion Price, and the number of Ordinary Shares to be received upon conversion of a Convertible Preference Share, shall be subject to (i) price-based anti-dilution adjustments in accordance with Article 5.5.2 in the event of a Downround Issuance and (ii) appropriate adjustments for share splits, reverse splits, reorganisations, share dividends, share distributions, bonus share issuance, share combinations, consolidations, stock distributions, reclassifications and other re-capitalizations of the Shares.
 - 5.5.2 In the event of a Downround Issuance, the Conversion Price shall, if applicable, be reduced, concurrently with such Downround Issuance, to a price (calculated to eight decimal places) determined in accordance with the following formula:

$$CP2 = CP1 * [(A + B) \div (A + C)]$$

For purposes of the foregoing formula, the following definitions shall apply:

"CP2" shall mean the adjusted Conversion Price for the Convertible Preference Shares immediately after such Downround Issuance;

"CP1" shall mean the Conversion Price in effect for the Convertible Preference Shares immediately prior to such Downround Issuance;

"A" shall mean the number of issued Ordinary Shares immediately prior to such Downround Issuance (treating for this purpose as issued all Ordinary Shares that may be issued (i) upon the exercise of options or rights which have been granted and are in existence immediately prior to such Downround Issuance and (ii) upon conversion of the Convertible Preference Shares which themselves are issued and in existence (assuming exercise of any outstanding options therefor) immediately prior to such Downround Issuance);

"B" shall mean the number of Ordinary Shares that would have been issued had the Downround Issuance been at a price per Ordinary Share equal to CP1 (determined by dividing the aggregate consideration received or deemed received by the Company in respect of such Downround Issuance by CP1); and

"C" shall mean the number of Ordinary Shares issued in such Downround Issuance or, in the case of rights, options or convertible securities, the number of Ordinary Shares deemed issued in such Downround Issuance. In the case of rights, options or convertible securities, the number of Ordinary Shares deemed issued shall equal the maximum number of Ordinary Shares (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such rights or options or, in the case of convertible securities and options therefor, the conversion or exchange of such Convertible Securities.

5.5.3 Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to Article 5.5.2, the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each Convertible Preference Shareholder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any Convertible Preference Shareholder, furnish or cause to be furnished to such Convertible Preference Shareholder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such Convertible Preference Share at the time in effect, and (C) the number of Ordinary Shares and the amount, if any, of other property that at the time would be received upon the conversion of a Convertible Preference Share.

5.5.4 In these Articles:

5.5.4.1 **"Conversion Price"** means the original issue price of either: (i) £380 per A Convertible Preference Share; or (ii) \$460 per B Convertible Preference Share subject, in either case, to adjustment for share dividends, share splits, reorganizations, bonus share issuance, share combinations, consolidations, share distributions, reclassifications, recapitalizations or similar events; and

5.5.4.2 **"Downround Issuance"** means an issuance of equity securities in the Company at an issue price which is less than Conversion

Price in effect immediately prior to such issue, provided that a Downround Issuance shall exclude the issuance of: (a) equity securities issued pursuant to Permitted Share Option; and (b) Ordinary Shares upon conversion of the Convertible Preference Shares.

- 5.6 On the Conversion Date, the Company shall enter the holder of the converted Convertible Preference Shares in the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant Convertible Preference Shareholder delivering the relevant share certificate(s) (or indemnity or other evidence) in respect of the Convertible Preference Shares in accordance with this Article 5, the Company shall, within seven (7) Business Days of the Conversion Date, forward a definitive share certificate for the appropriate number of fully paid Ordinary Shares to such Convertible Preference Shareholder by post to his address as shown in the register of members, at his own risk and free of charge.
- 5.7 **Mandatory Conversion Event**
- 5.7.1 All of the Convertible Preference Shares shall automatically convert into Ordinary Shares at the applicable Conversion Price pursuant to Article 5.5, on the date on which any Shares of the Company, or shares of any subsidiary of the Company from time to time, is offered to the public by means of a Listing.
- 5.7.2 Each relevant Convertible Preference Shareholder shall deliver the share certificate(s) (or an indemnity in a form reasonably satisfactory to the Board for any lost share certificate(s)) for the Convertible Preference Shares being converted (together with such other evidence (if any) as the Board may reasonably require to prove good title to those Convertible Preference Shares) to the Company at its registered office at such time as required by the Board.
- 5.8 **Conversion on a Future Financing Round**
- 5.8.1 In the event of a Future Financing Round by either the Company or any subsidiary thereof, any B Convertible Preference Shareholders may, by notice in writing to the Company, require conversion of some or all of the B Convertible Preference Shares (including any accrued but unpaid dividends thereon) held by them at any time into such new class of shares as are to be issued pursuant to such Future Financing Round ("FFR Shares") at a price equal to the lower of: (i) a discount of 25% to the price per FFR Share; and (ii) \$460 per FFR Share and the applicable provisions of Article 5.6 shall apply *mutatis mutandis*.
- 5.8.2 Each relevant B Convertible Preference Shareholder shall deliver the share certificate(s) (or an indemnity in a form reasonably satisfactory to the Board for any lost share certificate(s)) for the B Convertible Preference Shares being converted (together with such other evidence (if any) as the Board may reasonably require to prove good title to those Convertible Preference Shares) to the Company at its registered office at such time as required by the Board.
- 5.9 On the Conversion Date (or as soon after that date as it is possible to calculate the amount payable), the Company shall, if it has sufficient available profits, pay to the relevant Convertible Preference Shareholders a dividend equal to all declared and unpaid dividends in relation to those Convertible Preference Shares (to be calculated on a daily basis up to (and including) the Conversion Date). If the Company has insufficient available profits to pay all such arrears and accruals of dividends amounts in full then it shall pay the same to the extent that it is lawfully able to do so.

5.10 If, at any time, Convertible Preference Shares are capable of being converted into Ordinary Shares, except with the prior written consent of the holders of at least three-quarters (3/4) of the nominal amount of the Convertible Preference Shares then in issue or with the sanction of a special resolution passed at a separate meeting of the holders of the Convertible Preference Shares then in issue validly held in accordance with the Articles:

5.10.1 the Company may not reduce its share capital or any uncalled liability on it or *an amount standing to the credit of a share premium account or capital redemption reserve*; and

5.10.2 the Company shall keep available and authorised for issue sufficient Ordinary Shares to satisfy all outstanding rights of conversion into Ordinary Shares.

6 ISSUE AND ALLOTMENT OF SHARES

In accordance with section 567 of the Act, the requirements of sections 561 and 562 of the Act are excluded in relation to allotments of equity securities by the Company.

7 ISSUE OF NEW SHARES

7.1 Notwithstanding any other provisions of these Articles, but save for (a) the grant of Permitted Share Options; (b) the allotment and issue of Ordinary Shares following the exercise of any Permitted Share Options (or the grant of share options in respect thereof to employees); and (c) the allotment and issue of Ordinary Shares following the conversion of the Convertible Preference Shares, the Company shall not, without the prior approval of the Investor, allot, issue or sell any Shares or any securities convertible into or exchangeable for any Shares, issue or grant any options or warrants for the purchase of, or enter into any agreements providing for the issuance (contingent or otherwise) of, any Shares or any securities convertible into or exchangeable for any Shares, (collectively, **"Additional Shares"**). Subject to obtaining the Investor's approval as aforesaid, the Company shall, before the grant, allotment, issuance or sale of any Additional Shares, offer to each Shareholder its Proportionate Percentage of such Additional Shares (as nearly as may be without involving fractions) as follows:

7.1.1 the offer (the **"first offer"**) shall be made by notice in writing to all the Shareholders specifying the total number and class and subscription price of the Additional Shares on offer and limiting a time (not being less than fourteen (14) days) following which the first offer, if not accepted, will be deemed to be declined (the **"first offer period"**);

7.1.2 acceptances of the first offer shall be given by Shareholders to the Company by notice in writing and in such acceptance the Shareholder shall state the number of the Additional Shares on offer which such Shareholder is willing to subscribe for, such number not to exceed its Proportionate Percentage of such Additional Shares;

7.1.3 after the expiration of the first offer period, or if earlier on the receipt of a confirmation from all the person(s) to whom the offer is made that he/they decline(s) to accept the Additional Shares offered or any of them, any Additional Shares so offered remaining unaccepted (the **"Declined Shares"**) shall forthwith thereafter be offered by the Directors in the same manner and at the same price as in the first offer (including that the minimum period for acceptance shall be seven (7) days) (the **"second offer period"**) to the other holders of Shares who have agreed to subscribe for all the Additional Shares initially offered to them in the first offer, inviting such holders to apply for such number of the Declined Shares as they may specify in their application;

- 7.1.4 after the expiry of the second offer period, the Board will within seven (7) days allocate the Declined Shares as follows:
 - 7.1.4.1 if the total number of Declined Shares applied for is equal to or less than the available number of Declined Shares, each applicant will be allocated the number applied for in accordance with his application; or
 - 7.1.4.2 if the total number of Declined Shares applied for is greater than the available number of Declined Shares, each applicant shall be allocated the lesser of (a) the specific number of Declined Shares he has elected to subscribe for; and (b) such number of Declined Shares that is proportionate to the number of Shares the applicant holds in relation to the aggregate of Shares held by all applicants; and
- 7.1.5 allocations of Declined Shares made by the Company pursuant to Article 7.1.4 will constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Declined Shares on the terms offered to them, provided that no person will be obliged to take more than the maximum number of Declined Shares which he has indicated to the Company he is willing to purchase.
- 7.2 Any of the unissued Additional Shares to which Article 7.1 applies not taken up at the end of the procedure set out in Article 7.1 may be offered by the Directors to a third party as they may, with the prior consent of the Investor, select (an "offeree") and, subject to these Articles and to the provisions of the Act, such Additional Shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to offerees at such times and generally on such terms and conditions as they think proper, provided that:
 - 7.2.1 no such Additional Shares shall be issued at a discount to the price at which, or on terms generally more favourable to the offerees than those upon which, they were offered in accordance with Article 7.1;
 - 7.2.2 no such Additional Shares shall be issued more than three (3) months after the expiry of the second offer period unless the procedure set out in Article 7.1 is first repeated in respect of such Additional Shares; and
 - 7.2.3 if the Directors are proposing to issue such Additional Shares wholly or partly for non-cash consideration, the fair market value of such consideration for the purposes of this sub-paragraph shall be as reasonably determined by the Board in good faith, whose determination shall be final and binding on the Company and each of its Shareholders.
- 7.3 No Shares shall be allotted on terms that the right to take up such Shares may be renounced in favour of, or assigned to, another person and no person entitled to an allotment of a Share may direct that such Share may be allotted or issued to any other person other than in connection with a transfer of such holding of Shares permitted in accordance with these Articles.

8 CALLS ON SHARES

- 8.1 Subject to the terms of allotment of Shares, the Directors may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their Shares (whether in respect of the nominal value of the Shares or by way of premium) that are not payable at fixed times under the terms of allotment.

- 8.2 Each Shareholder will within fourteen (14) days' notice to such effect pay to the Company as required by the notice the amount called on his Shares. A call may be revoked or postponed in whole or part before receipt by the Company of any moneys due under it, as the Directors may determine.
- 8.3 The holder of a Share at the time a call is due to be paid will be the person liable to pay the call and in the case of joint holders they will be jointly and severally liable.
- 8.4 If any amount payable in respect of a Share on allotment or at a fixed date (whether in respect of the whole or part of the nominal value of the share or by way of premium) is not paid on the date on which by the terms of issue the same becomes payable, the relevant provisions of these Articles and (insofar as applicable) Table A will apply as if that amount had become payable by virtue of a call duly made and notified.

9 TRANSFERS OF SHARES – GENERAL

- 9.1 The instrument of transfer of any Share must be in the usual form prescribed from time to time or, if none is so prescribed, then in the form (if any) determined by the Board. It will be executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee.
- 9.2 The Board may, in its absolute discretion and without giving any reason, decline to register any allotment or transfer of any Share, whether or not it is a fully paid Share, other than the transfers referred to in Articles 10, 11, 13, 28, and 29, but shall register promptly any transfer of Shares made in accordance with such Articles.
- 9.3 The Board may also refuse to register a transfer unless it is lodged at the registered office or at another place determined by the Board, and is accompanied by the certificate(s) for the Shares to which it relates (or an appropriate indemnity in respect of a lost or stolen share certificate) and, where relevant, such other evidence as the Board may reasonably require to show that the transferor is the holder or a person entitled to execute the transfer under Articles 10 and 11 below.
- 9.4 Subject to Article 9.5, save for any transfer of Shares to an Affiliate by the Investor, a Privileged Relation or a Family Trust of a Shareholder, no transfer, disposal, charge, mortgage or other dealing in any Shares or any interest or right therein shall occur other than the transfer of the whole legal and equitable title to such Shares free from all liens, charges and encumbrances.
- 9.5 Notwithstanding the foregoing provisions of this Article 9 or Article 11, no Shareholder shall transfer or otherwise dispose of any legal or equitable interest in any of their Shares, save where the proposed transfer or disposal is a permitted transfer under Article 10 or the provisions of Article 11 is complied with.
- 9.6 If the Board refuses to register a transfer of any Share the Board will within one (1) month after the date on which the transfer was lodged with the Company send to the purporting transferor and the intended transferee notice of the refusal.

10 PERMITTED TRANSFERS OF SHARES

Affiliate Transfers

- 10.1 Subject to the provisions of Article 9, any Shares held by the Investor may be transferred to an Affiliate at any time (without being subject to the provisions of Article 11). For the avoidance of doubt, any further transfer of Shares from an Affiliate to a third party (other than to the Investor's Affiliate) shall be subject to the pre-emption rights contained within Article 11.

To Privileged Relations and Trustees

- 10.2 Subject to the provisions of Article 9, any Shares may be transferred by a Shareholder (being an individual) (without being subject to the provisions of Article 11):
- 10.2.1 to a Privileged Relation of that Shareholder; or
 - 10.2.2 to the trustee or trustees of a Family Trust to be held on such Family Trust of that Shareholder.
- 10.3 Where any Shares have been transferred pursuant to Article 10.2, the Privileged Relation or the trustees, as the case may be, subject to Article 11 may transfer all or any of the Relevant Shares to:
- 10.3.1 on any change of trustees, a person or persons shown to the reasonable satisfaction of the Board to be the trustee or trustees for the time being of the Family Trust in question; and/or
 - 10.3.2 pursuant to the terms of such Family Trusts or as a consequence of the exercise of any power or discretion vested in the trustees, the trustees for the time being of any other Family Trusts of the same individual Shareholder or deceased or former Shareholder or to any Privileged Relation of the relevant Shareholder or deceased or former Shareholder who has become entitled to the Shares proposed to be transferred; and/or
 - 10.3.3 the Shareholder or any other Privileged Relation of the Shareholder.
- 10.4 For the avoidance of doubt, any further transfer of Shares from the Investor to a third party (other than to the Investor's Affiliate) shall be subject to the pre-emption rights contained within Article 11.
- 10.5 In any case where a Shareholder proposing to transfer Shares under Articles 10.2 to 10.3 (the **"Proposing Transferor"**) holds the Relevant Shares as a result of an earlier transfer authorised under Articles 10.2 to 10.3 from another Shareholder (the **"Original Shareholder"**), the Proposing Transferor may only transfer those Shares pursuant to Articles 10.2 to 10.3 to a person to whom the Original Shareholder could have transferred such Shares under Articles 10.2 to 10.3.
- 10.6 Where Shares are held by trustees on a Family Trust, and any such Relevant Shares cease to be held upon Family Trusts (otherwise than in consequence of a transfer authorised under Article 10.3) or by a Privileged Relation, the Shareholder holding the Relevant Shares shall notify the Board in writing that that event has occurred and the Shareholder shall be bound, if and when required in writing by the Board to do so, to give a Sale Notice in respect of the Relevant Shares, provided that the Price shall (notwithstanding Article 11.2) be the Issue Price, which Sale Notice will be irrevocable.
- 10.7 For the purposes of this Article 10, the following expressions shall have the following meanings:
- 10.7.1 **"Privileged Relation"** means in relation to any Shareholder, the Shareholder's parent or Spouse or brother or sister or any Descendant of the Shareholder;
 - 10.7.2 **"Descendant"** shall include children, adopted children and stepchildren;
 - 10.7.3 **"Spouse"** shall include wives and widows and husbands and widowers; and

10.7.4 **"Family Trust"** means, in relation to any person, a trust (whether arising under a settlement, declaration of trust, a testamentary disposition or on an intestacy) established by that person in relation to which:

10.7.4.1 the only persons being (or capable of being) beneficiaries are the individual Shareholder and/or his Privileged Relations; and

10.7.4.2 no power of control over the voting powers conferred by such Shares is exercisable at any time by or subject to the consent of any person other than the trustees as trustees or the individual Shareholder or his Privileged Relations, and in respect of which the Company (a) has received confirmation in writing within five (5) Business Days of any notification to the Company of a Shareholder's desire to transfer any Shares from such Shareholder's solicitors from time to time that the trust in question is a Family Trust and (b) (acting reasonably) has confirmed in writing its satisfaction that none of the costs incurred in establishing or maintaining the relevant Family Trust will be payable by the Company.

Other transfers

10.8 Subject to the provisions of Article 9, any Shares may at any time be transferred (without being subject to the provisions of Article 11) by any Shareholder in consequence of the acceptance of a Third Party's Offer made to that Shareholder pursuant to Article 29 or where any Shareholder is subject to a Drag-Along Right pursuant to Article 28.

11 PRE-EMPTION RIGHTS ON TRANSFER

11.1 Subject to Articles 9, 10, 13, 28, and 29, no transfer of any Shares or any interest in any Share will be made by any Shareholder unless and until the provisions set out in this Article 11 are complied with in respect of that proposed transfer.

11.2 Save in the circumstances referred to in Articles 9, 10, 13, 28, and 29, any Shareholder, or person entitled to Shares by reason of the death or bankruptcy of any Shareholder, wishing to transfer all or any Shares or any interest in Shares (**"Retiring Shareholder"**) shall first give a notice (**"Sale Notice"**) in writing to the Company of his intention, specifying:

11.2.1 the number and class of the Shares he wishes to transfer (the **"Sale Shares"**); and

11.2.2 the price per Share at which the Retiring Shareholder wishes to transfer the Sale Shares,

the Sale Notice shall constitute the Company as the agent and attorney of the Retiring Shareholder for the sale of the Sale Shares at the price specified by the Retiring Shareholder in the Sale Notice or, if no price is specified in the Sale Notice, at the price determined in accordance with Article 11.3 (**"Price"**). A Sale Notice (other than a deemed Sale Notice) may contain a provision that unless all the Shares comprised in it are sold pursuant to this Article 11, none shall be sold, and that provision shall be binding on the Company (**"Total Transfer Condition"**). Save as otherwise provided in Article 11.3, a Sale Notice once given or deemed to be given pursuant to this Article 11 will be revocable only with the prior consent of the Board, which may impose such conditions for any consent as they think fit, including a condition that the Retiring Shareholder bears all costs arising from the giving of such Sale Notice and the revocation thereof.

- 11.3 If no price is specified in the Sale Notice, the Price shall (subject to Article 13 where applicable where the Price shall be determined in accordance with that Article) be either:
- 11.3.1 such price as may be agreed between the Retiring Shareholder and the Board; or
 - 11.3.2 otherwise in the absence of any such agreement, the Directors shall request the Independent Accountant (acting as an expert and not as an arbitrator) to determine and report the sum per Share considered by them to be the Fair Value of the Sale Shares. The sum per Share so determined and reported shall be the Price.
- 11.4 If the Independent Accountant is asked to determine the Price, it will use all reasonable endeavours to determine the Price within thirty (30) days of its appointment. The Company will, as soon as it receives the Independent Accountant's written determination, notify the Retiring Shareholder and supply him with a copy of the written determination and the Retiring Shareholder will be entitled (except where the Sale Notice is given under Article 13 hereof) by notice in writing given to the Company within twenty-one (21) days of the service upon him of the said copy, to withdraw the Sale Notice. The Independent Accountant's determination will be binding upon all parties. The cost of obtaining the written determination will be borne by the Company unless the Retiring Shareholder withdraws the Sale Notice in which event he will bear such cost. In the absence of fraud the Independent Accountant will be under no liability to any person by reason of its determination or for anything done or omitted to be done by it for the purpose thereof or in connection therewith.
- 11.5 On receipt or deemed receipt of a Sale Notice and upon the Price being specified, agreed or determined in accordance with Articles 11.2 and 11.3, and provided the Retiring Shareholder has not previously given revocation of the Sale Notice (if applicable), the Company shall immediately, by notice in writing, offer the Sale Shares:
- 11.5.1 in the first instance to all Shareholders (other than the Retiring Shareholder and any other Shareholder who has served or is deemed to have served a Sale Notice in respect of any of his holding of Shares pursuant to which the sale of such Shares has not then been concluded), their respective Proportionate Percentage of the Sale Shares at the Price, such offer to remain open for a period of twenty eight (28) days from the date of the notice (the "**First Offer Period**");
 - 11.5.2 if the Shareholders other than the Retiring Shareholder apply within the First Offer Period for all or any of the Sale Shares the Company will allocate the Sale Shares or such of the Sale Shares as are applied for amongst the other Shareholders pro-rata to such Shareholders' Proportionate Percentage. Any Shareholder who has not applied for any of the Sale Shares within the First Offer Period will be deemed to have declined to participate in the purchase of the Sale Shares;
 - 11.5.3 if any of the Sale Shares remain unallocated following the allocation in Article 11.5.2, the Company will immediately give a second notice in writing to each of the Shareholders who applied for their full Proportionate Percentage within the First Offer Period informing them of the number of Sale Shares remaining and inviting each of them to state in writing within fourteen (14) days from the date of this second notice (the "**Second Offer Period**") whether they are willing to purchase any, and if so what maximum number, of the Sale Shares remaining;

- 11.5.4 if, within the Second Offer Period, Shareholders apply for all or any of the Sale Shares, each Shareholder shall be allocated the lesser of (a) the specific number of Sale Shares he has elected to subscribe for; and (b) such number of Sale Shares that is proportionate to the number of Shares the applying Shareholder holds in relation to the aggregate of Shares held by all applying Shareholders;
- 11.5.5 to the extent that there are any of the Sale Shares remaining following the Second Offer Period and allocation of the Shares in accordance with Article 11.6, the Board may direct the Company (in its capacity as agent and attorney for the Retiring Shareholder) immediately to offer to sell such number of the Sale Shares as the Board may specify at the Price to such of the following categories of persons and in such numbers as the Board shall, with the prior written consent of the Investor, determine:
- 11.5.5.1 the employees or Directors or consultants of the Company;
 - 11.5.5.2 if the Retiring Shareholder is a Director or employee or consultant of the Company, and is not continuing as such, to any proposed replacement director or employee or consultant; or
 - 11.5.5.3 the Company for purchase of its own Shares.
- 11.6 If within the First Offer Period or the Second Offer Period (if any) all or any of the other Shareholders (the "**Transferees**") accept the offer of all or (except if a Total Transfer Condition was included in the Sale Notice) any of the Sale Shares the Directors will forthwith after the expiration of the First Offer Period or, if there is a Second Offer Period, after the expiration of the Second Offer Period give notice in writing (the "**Allocation Notice**") of such acceptance to the Retiring Shareholder and the Transferees and will specify in the Allocation Notice the place and time (being not earlier than seven (7) and not later than twenty-one (21) days after the date of the Allocation Notice) at which the sale of the relevant Sale Shares will be completed.
- 11.7 The Allocation Notice shall state the name and address of each of the Transferees and the number of Sale Shares to be purchased by him and the aggregate Price payable and shall designate a place within the United Kingdom and a time (being not less than three (3) nor more than ten (10) days following the date of the notice) for completion of the sale of the Sale Shares comprised in such Allocation Notice.
- 11.8 The Retiring Shareholder shall be bound to sell and transfer the relevant Sale Shares to the Transferees, free from all liens, charges, encumbrances and third party rights, and together with all rights attaching thereto at the time and place specified in the Allocation Notice and payment of the Price for the relevant Sale Shares will be made by the Transferees to the Company as agent for the Retiring Shareholder upon payment of which Price, the Retiring Shareholder shall deliver (i) an executed stock transfer form in respect of those Sale Shares specified in the Allocation Notice and (ii) the relevant share certificate(s), to the person(s) to whom they have been allocated. If the Retiring Shareholder fails to transfer the relevant Sale Shares, the Chairman will be deemed to have been appointed attorney for the Retiring Shareholder with full power to execute, complete and deliver, in the name of and on behalf of the Retiring Shareholder, a transfer of the relevant Sale Shares to the Transferees against payment of the Price (and any stamp duty payable in respect of the transfer). On payment to the Company of the Price (and relevant stamp duty), the Transferees will be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer(s) the Transferees will be entitled to insist upon their respective names being entered in the register of members as the holders by transfer of, and to be issued with share certificates in respect of, the relevant Sale Shares. After the names of the Transferees have been entered in the register of members in

exercise of the above-mentioned powers the validity of the proceedings will not be questioned by any person.

- 11.9 The Company will be trustee for any moneys received as payment of the Price from the Transferees and will promptly pay them to the Retiring Shareholder (subject to settling on his behalf any fees or expenses falling to be borne by the Retiring Shareholder) together with any balance certificate to which he may be entitled.
- 11.10 If a Sale Notice validly contains a Total Transfer Condition, no transfer of the Sale Shares shall take effect unless the Company shall have found purchasers for all such Sale Shares and any offer made by the Company in respect of Sale Shares comprised in such a Sale Notice shall state as a condition of the offer that it is not capable of being accepted unless acceptances are received in respect of all the Sale Shares comprised in the relevant Sale Notice.
- 11.11 If the offer for the Sale Shares at the Price has either:
- 11.11.1 if a Total Transfer Condition was included in the Sale Notice, not been accepted in full; or
- 11.11.2 if a Total Transfer Condition was not included in the Sale Notice, been accepted in part only,
- 11.12 by the Transferees, or if any of the Sale Shares allocated are not paid for by the proposed Transferees on the date for completion specified in the Allocation Notice and the Board do not direct the Company to offer to sell the remainder of any Sale Shares in accordance with Article 11.5.5, then the Retiring Shareholder (for a period of thirteen (13) weeks thereafter) will be entitled to transfer those Sale Shares which were not the subject of acceptances or paid for, to transfer such Sale Shares for which purchasers have not been found to (subject to Article 9.2) any person he may wish (an "**Article 11 Third Party**"), provided that:
- 11.12.1 such sale is completed at the Price or any higher or (subject as provided below) lower price, and that otherwise the terms of payment of the purchase price are no more favourable to the Article 11 Third Party than those offered to the Shareholders or other persons hereunder;
- 11.12.2 no Sale Shares shall be sold at a lower price than the Price without the Retiring Shareholder first serving a further Sale Notice upon the Company, specifying such lower price as the price at which such Sale Shares are offered, and all the provisions of this Article 11 shall mutatis mutandis apply in respect of such further Sale Notice, save that the Price shall be such lower price;
- 11.12.3 if the Sale Notice contained a Total Transfer Condition, the Retiring Shareholder shall not be entitled to sell part only of such Shares (or those Sale Shares which were not the subject of acceptances or paid for, as the case may be) hereunder to any Article 11 Third Party; and
- 11.12.4 the Directors may call for such evidence as they shall reasonably request in order to satisfy themselves that the consideration for any sale hereunder is as stated in the transfer without any rebate, allowance or deduction to the Article 11 Third Party, and if not so satisfied, they may refuse to register a transfer hereunder.
- 11.13 If any Shareholder becomes an Excluded Person the Directors may at any time thereafter by notice in writing to that Shareholder revoke any Sale Notice given by that Shareholder prior to it becoming an Excluded Person. These Articles shall thereafter operate as if no such notice had been given, provided that such revocation

shall be without prejudice to any sale of Shares the subject of the Sale Notice completed prior to such revocation.

- 11.14 Any Director who wishes to purchase any of the Sale Shares or whose shareholding in the Company comprises the Sale Shares will not be entitled to vote at any Board meeting at which a resolution considering such sale is proposed.
- 11.15 The restrictions imposed by this Article 11 may be waived in relation to any proposed transfer of Shares with the consent of all Shareholders who, but for such waiver, *would or might have been entitled to have such Shares offered to them in accordance with Article 11.*

12 TRANSFERS ON DEATH OR BANKRUPTCY

In the event of the death of any Shareholder (unless Article 10 applies), or if any Shareholder becomes bankrupt, or if a receiver is appointed having the power of sale over the property of a Shareholder, (or, being a corporate Shareholder, goes into liquidation or suffers the appointment of an administrator or an administrative receiver) the legal personal representative, trustee in bankruptcy, liquidator, receiver, administrative receiver or administrator (as the case may be) will, if and when called upon by the Directors to do so, give a Sale Notice in respect of all the Shares that are registered in the Shareholder's name and the provisions of Article 11 will apply accordingly. In such a case the Sale Notice will be irrevocable.

13 DEPARTING EMPLOYEE SHAREHOLDER

- 13.1 If any Employee Shareholder ceases to be an Employee, the Board may by notice in writing given at any time following the date of cessation require the Employee Shareholder and each Related Party of the Employee Shareholder (together the **"Compulsory Sellers"**) to give a Sale Notice in respect of all Shares registered in their respective names (irrespective of whether the Shares were so registered at the date of cessation, or were registered subsequently).
- 13.2 If a Sale Notice is given under the provisions of this Article 13 (or deemed given under this Article 13 by virtue of Article 13.4), the Sale Notice shall not specify a Price; the Price shall be agreed by the Board and the Compulsory Seller(s) or (in default of agreement within ten (10) Business Days of service, or deemed service, of the Sale Notice) shall be determined as follows:
 - 13.2.1 if the Employee Shareholder was a Good Leaver, the Price shall be determined in accordance with Article 11.3; or
 - 13.2.2 if the Employee Shareholder was a Bad Leaver, the Price shall be the lower of:
 - 13.2.2.1 the value of the Shares in question determined in accordance with Article 11.3; and
 - 13.2.2.2 the Issue Price of those Shares;
 - 13.2.3 the Sale Notice shall not be capable of revocation.
- 13.3 The restrictions imposed by this Article 13 may be waived with the consent of all Shareholders who, but for such waiver, would or might have been entitled to have had Shares offered to them in accordance with Article 11.1.
- 13.4 If an Employee Shareholder is bound by Article 13.1 to give a Sale Notice in respect of any Shares, if that Sale Notice is not duly given within a reasonable period (to be determined at the sole discretion of the Directors) of the obligation arising, a Sale

Notice shall be deemed to have been given at the expiration of that period. Such a deemed Sale Notice shall not be capable of revocation under Article 11.2.

- 13.5 In the event that any person ceases to be an Employee, but remains a Shareholder, by virtue of the operation of Article 13.3 or any failure by the Board to serve a compulsory transfer notice in accordance with Article 13.1, all Shares registered in his or her name (and in the name of each Related Party of such Employee Shareholder holding Shares transferred to it (directly or indirectly) by such Employee Shareholder) at the date of the cessation of his or her employment shall cease to carry any entitlement to vote.
- 13.6 The provisions of this Article 13 shall not apply to Christofer Toumazou and James Edward Oury.

14 GENERAL MEETINGS

The Board or any Director may call general meetings whenever they think fit. On the requisition of Shareholders pursuant to the provisions of the Act, the Board or any Director shall call a general meeting to be held on a date not later than twenty-eight (28) days after the date of the Shareholders delivering such request to the Company.

15 NOTICE OF GENERAL MEETINGS

- 15.1 A general meeting called for the purpose of passing a special resolution will be called by at least twenty-one (21) clear days' notice. All other general meetings will be called by at least fourteen (14) clear days' notice, but any general meeting may be called by shorter notice if it is agreed by a majority in number of the Shareholders having a right to attend and vote, being a majority together holding not less than 95 per cent. (95%) in nominal value of the Shares giving that right.
- 15.2 The notice will specify the time and place of the meeting and the nature of the business to be transacted and, in the case of an annual general meeting, will specify the meeting as such.
- 15.3 Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice will be given to all Shareholders, to all persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder and to the Directors and Auditors of the Company.
- 15.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice will not invalidate the proceedings at that meeting.

16 PROCEEDINGS AT GENERAL MEETINGS

- 16.1 No business will be transacted at any meeting unless a quorum is present. A quorum will be three (3) persons entitled to vote upon the business to be transacted including the Investor and Christofer Toumazou, each being either a Shareholder or a proxy for a Shareholder or, in the case of a corporate Shareholder, a duly authorised representative of that corporation.
- 16.2 If within half an hour after the time appointed for the meeting a quorum is not present, such meeting will be adjourned to the same time and same day and at the same venue one week later (unless such day is not a Business Day in which case it shall be adjourned to the following Business Day) or to such other time, date and venue as the Board may decide and if at the adjourned meeting a quorum is not present or ceases to be present then the Shareholder or Shareholders present will be a quorum.

- 16.3 The Chairman, if any or, in his absence, another Director nominated by the Directors, will preside as Chairman of the meeting, but if neither the Chairman nor such other Director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present will elect one (1) of their number to be Chairman for the meeting and, if there is only one (1) Director present and willing to act, he will be Chairman for the meeting. If no Director is willing to so act or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Shareholders present and entitled to vote may choose one (1) of their number to be Chairman for the meeting.
- 16.4 A Director, despite his not being a Shareholder, is entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 16.5 The Chairman or such person as is Chairman for the meeting in accordance with Article 16.3 (the "Chair") may (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place in the following circumstances:
- 16.5.1 with the consent of a meeting at which a quorum is present;
- 16.5.2 where in his unfettered judgment it is impossible for all the Shareholders present to take part in the debate and to vote; or
- 16.5.3 in the event of his considering that disorder is occurring.
- 16.6 No business may be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' notice must be given specifying the time and the place of the adjourned meeting and the nature of the business to be transacted. Otherwise it will not be necessary to give any such notice.
- 16.7 A general meeting or a meeting of any class of members of the Company may consist of a conference between Shareholders some or all of whom are in different places provided that each Shareholder who participates is able:
- 16.7.1 to hear each of the other participating Shareholders addressing the meeting; and
- 16.7.2 to address all of the other participating Shareholders simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods.
- 16.8 A resolution put to the vote of a meeting will be decided on a show of hands unless before or on declaration of the result of the show of hands, a poll is duly demanded.
- 16.9 Subject to the provisions of the Act, a poll may be demanded:
- 16.9.1 by the Chair; or
- 16.9.2 by at least two (2) Shareholders having the right to vote at the meeting; or
- 16.9.3 by a Shareholder or Shareholders representing not less than fifteen per cent. (15%) of the total voting rights of all the Shareholders having the right to vote at the meeting; or

16.9.4 by a Shareholder or Shareholders conferring the right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than fifteen per cent. 15% of the total sum paid up on all the Shares conferring that right;

and a demand by a person as proxy for a Shareholder will be the same as a demand by the Shareholder.

- 16.10 Unless a poll is duly demanded, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 16.11 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair. A demand so withdrawn will not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 16.12 A poll will be taken as directed by the Chair and he may appoint scrutineers (who need not be Shareholders) and fix a time and place for declaring the result of the poll. *The result of the poll will be deemed to be the decision of the meeting at which the poll was demanded.*
- 16.13 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall not have a casting vote.
- 16.14 A poll demanded on the election of the Chair or on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either immediately or at a time and place directed by the Chair which may not be more than 30 days after the poll is demanded. The demand for a poll will not prevent the meeting continuing for the transaction of any business other than a question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn with the consent of the Chair, the meeting will continue as if the demand had not been made. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven (7) clear days' notice must be given specifying the time and place at which the poll is to be taken.
- 16.15 A resolution in writing signed by seventy-five per cent (75%) of Shareholders of the Company entitled to receive notice of and to attend and vote at a general meeting, or by their duly appointed proxies or attorneys, will, subject to the provisions of the Act, be as valid and effective as if it had been passed at a general meeting of the Company properly convened and held whether such resolution would otherwise be required to be passed as a special or elective resolution, provided that such resolution shall be circulated to all Shareholders who are entitled to receive notice of such general meeting. Any such resolution may be contained in one (1) document or in several documents in the same terms, each signed by one (1) or more of the Shareholders, or their proxies, or attorneys. Signature of documents sent by facsimile will be valid and acceptable under this paragraph. Signature in the case of a corporate Shareholder will be sufficient if made by a director of such Shareholder or by its duly authorised representative.

17 VOTES AT GENERAL MEETINGS

- 17.1 No Shareholder will be entitled to vote at any general meeting, or at any separate meeting of the holders of any class, unless all calls or other sums presently payable by him in respect of shares of the Company have been paid.

- 17.2 On a poll, votes may be given either personally or by proxy or by corporate representative.
- 17.3 An instrument appointing a proxy must be in writing, executed by or on behalf of the appointor (if a corporation, under the hand of a duly authorised officer of the corporation) and be in a form determined by the Directors or, failing such determination, in any usual form.
- 17.4 The instrument appointing a proxy and any authority under which it is executed, or a copy of that authority certified notarially, or in some other way approved by the Directors may:
- 17.4.1 be deposited at the registered office of the Company, or at another place within the United Kingdom specified by the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 17.4.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
 - 17.4.2.1 in the notice convening the meeting; or
 - 17.4.2.2 in any instrument of proxy sent out by the company in relation to the meeting; or
 - 17.4.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting;
 be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
 - 17.4.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited as stated above after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - 17.4.4 where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to any Director or deposited as stated above after the poll has been demanded but not less than 24 hours before the time appointed for the taking of the poll;
- and an instrument of proxy which is not deposited or delivered in the manner permitted above will be invalid.
- 17.5 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holders; and seniority will be determined by the order in which the names of the holders stand in the register of members.

18 NUMBER OF DIRECTORS

Unless and until the Company by special resolution determines otherwise (with the consent of the Investor), the number of Directors will be not more than five (5).

19 ALTERNATE DIRECTORS

- 19.1 Christofer Toumazou and the Investor (so long as they each hold Shares representing at least 10% of the issued voting share capital of the Company) will have power by writing to nominate either another Director, or any other person willing to act and (except in the case of any such nomination by the Investor) approved for the purpose by a resolution of the Directors, to act as his alternate director. He may also at his discretion remove his alternate director by notice in writing to the Company. An alternate director will have the same entitlement as his appointor to receive notices of meetings of the Directors and to attend, vote and be counted for the purpose of a quorum at any meeting at which his appointor is not personally present, and at such meeting to exercise and discharge all the functions, powers and duties of his appointor.
- 19.2 Except as otherwise provided in these Articles, the alternate director will, during his appointment, be deemed to be a Director for the purposes of these Articles. He will not be deemed to be an agent of his appointor, and will alone be responsible to the Company for his own acts or defaults and will be entitled to be indemnified by the Company to the same extent as if he were a Director.
- 19.3 An alternate director will not, in respect of his office of alternate director, be entitled to receive any remuneration from the Company nor to appoint another person as his alternate. The appointment of an alternate director will automatically determine if his appointor ceases for any reason to be a Director and/or Shareholder, or on the happening of an event which, if he were a Director, would cause him to vacate the office of Director, or if by written notice to the Company he resigns his appointment.

20 POWERS OF DIRECTORS

- 20.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution, the business of the Company will be managed by the Directors who may exercise all the powers of the Company. No alteration of these Articles and no such direction will invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.
- 20.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for any purposes and on any conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 20.3 The Directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons (including Directors and other officers) who are or were at any time in the employment or service of the Company, or of any company which is or was a subsidiary of the Company or allied to or associated with the Company or any such subsidiary, or of any of the predecessors in business of the Company or of any such other company as stated above, and the spouses, widows, widowers, families and dependants of any such persons, and make payments to, for or towards the insurance of or provide benefits otherwise for any such persons as stated above.
- 20.4 The remuneration of non-executive Directors will be fixed by the Board and, unless otherwise resolved, shall be deemed to accrue from day to day.

21 DELEGATION OF DIRECTORS' POWERS

The Board may with the prior written consent of the Investor and Christofer Toumazou delegate any of their powers to any committee consisting of one (1) or more Directors. They may also delegate to any managing Director or any Director holding any other

executive office any of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two (2) or more Shareholders must be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

22 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 22.1 The Company by ordinary resolution may appoint another person in place of a Director removed from office by resolution of a general meeting, and without prejudice to the powers of the Directors under the next following regulation, may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.
- 22.2 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 any number fixed by or in accordance with these Articles as the maximum number of Directors.
- 22.3 For so long as Christofer Toumazou or the Investor (or their respective successors in title) are the holders of, or have a beneficial interest in, five per cent. (5%) or more of the total number of issued Shares, they or their respective nominees or successors in title shall be entitled by notice in writing to appoint, in the case of Christofer Toumazou one (1) Director and in the case of the Investor three (3) Directors, and by notice in writing to remove any such Director appointed by them and to nominate in the manner aforesaid another person in his place. The Shareholders shall not vote their Shares so as to remove any Director appointed pursuant to this Article 22.3 from office.
- 22.4 Any appointment or removal of a Director under Article 22.3 shall take effect at the time that the notice is received at the Company's registered office or produced to a Board meeting.

23 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 23.1 The office of a Director must be vacated in any of the following events namely:
- 23.1.1 if, by notice in writing to the Company, he resigns his office;
- 23.1.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 23.1.3 if he is, or may be, suffering from mental disorder and either:
- 23.1.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960 (as amended); or
- 23.1.3.2 an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs.
- 23.1.4 if he ceases to be a Director by virtue of any provision of the Act, or he becomes prohibited by law from being a director;

- 23.1.5 if he is absent from meetings of the Board for six (6) successive months without leave, unless prevented by illness, unavoidable accident or other cause which may seem to the other Directors to be sufficient, and his alternate director (if any) has not during this period attended in his place, and the Directors resolve that his office should be vacated;
- 23.1.6 if having been appointed pursuant to Article 22.3 he is removed from office by those entitled to remove him; or
- 23.1.7 if all the other Directors by notice in writing delivered to the registered office of the Company or tendered at a meeting of the Board resolve that he be removed from office.
- 23.2 No Director will vacate his office or become ineligible for appointment or re-appointment as a Director by reason only of his having attained any particular age, nor will special notice be required of any resolution appointing or approving the appointment of such a Director, or any notice be required to state the age of the person to whom such a resolution relates.

24 DIRECTORS' APPOINTMENTS AND INTERESTS

- 24.1 The Board may from time to time appoint one (1) or more of their body to be the managing Director, or to hold another office in the management, administration or conduct of the business of the Company for any period (subject to section 188 of the Act) and on terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke that appointment. Subject to the terms of any such agreement, a managing Director or a Director appointed to any other office under the terms of this Article will be subject to the same provisions as to resignation and removal as the other Directors of the Company and will automatically and immediately cease to be the managing Director or to hold any other office in the management, administration or conduct of the business of the Company if he ceases to hold the office of Director for any reason but without prejudice to any claim for damages for breach of any contract of service between the Director and the Company.
- 24.2 The remuneration of the managing Director or any Director who may be appointed to any other office in the management, administration or conduct of the business of the Company will from time to time (subject to the provisions of any agreement between him and the Company) be fixed by the Directors. It may comprise fixed salary, or commission on the dividends, profits, sales or turnover of the Company, or of any other company in which the Company is interested, or other participation in any such profits, or by way of or provision for a pension or pensions for himself or his dependants, or by all or any of these modes, and (subject as stated above) the remuneration fixed will be additional to any ordinary remuneration to which he may be entitled as a Director of the Company.
- 24.3 Subject to Article 25.10, the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director despite his office:
 - 24.3.1 *may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;*
 - 24.3.2 *may be a director or other officer of, or employed by, or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company, or in which the Company is otherwise interested; and*

24.3.3 will not as a consequence of his office be held accountable to the Company *for any benefit which he derives from any such office or employment, or from any such transaction or arrangement, or from any interest in such body corporate; and no such transaction or arrangement may be avoided on the ground of any such interest or benefit.*

24.4 For the purposes of Article 24.3:

24.4.1 a general notice given to the Directors by a Director, that he has an interest of a specified nature and extent in any transaction or arrangement in which a *specified person or class of persons is interested will be deemed to be a disclosure* that the Director has an interest in any such transaction of the nature and extent so specified; and

24.4.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge, will not be treated as an interest of his.

25 PROCEEDINGS OF DIRECTORS

25.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may call a meeting of the Directors. Questions arising at a meeting will be decided by a majority of votes. In the case of an equality of votes, the Chairman or the Chairman appointed for that meeting pursuant to Article 25.6 will have no second or casting vote. A Director who is also an alternate director will be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

25.2 Subject to Article 25.3, *notice of the time, place and purpose of every meeting of the Directors must be given to every Director and to his alternate (if any). However, the non-receipt of notice by any Director or alternate director will not invalidate the proceedings of the Directors. Unless a majority of the Directors indicate their willingness to accept shorter notice of a meeting of Directors, subject to any provision to the contrary in Article 25.3, at least seven (7) days' notice must be given. Every notice of a meeting of the Directors required to be given under these Articles may be given orally, served personally or given by electronic communications to the address for the time being supplied for the purpose to the Company. The Board shall have at least two (2) meetings (or, subject to the Act, such number of meetings as the Board shall agree) to be held each calendar year at the Company's registered office or such other office as the Board shall decide.*

25.3 It will be necessary to give at least ten (10) Business Days' notice of a meeting of the Directors to any Director for the time being absent from the United Kingdom who has given to the Company relevant contact details outside of the United Kingdom. Without prejudice to the generality of the above a Director who is absent may in writing waive his right to receive this notice but any such waiver will only be effective *if, and so long as, the Company has not received notice of the Director's revocation of it.*

25.4 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors with the prior written consent of the Investor and Christofer Toumazou and, unless so fixed, will be three (3) persons, provided that two (2) persons may constitute a quorum if one (1) person is a Director and is a duly appointed alternate director for another Director and provided that the quorum must include an Investor Director and Christofer Toumazou (or their alternate directors if applicable). An alternate director, who is not himself a Director will, if his appointor is not present, be counted towards the quorum. If within half an hour after the time appointed for the meeting a quorum is not present, it will be adjourned to the same time and same day and at the same venue one week later (unless such day is not a

Business Day in which case it shall be adjourned to the following Business Day) or to such other time, date and venue as the Board may decide and if at the adjourned meeting a quorum is not present or ceases to be present then any three (3) Directors present will be a quorum.

- 25.5 The continuing Directors or a sole continuing Director may act despite any vacancies in their number. However, if the number of Directors is less than the number fixed as the quorum, they or he may act only for the purpose of filling vacancies or of calling a general meeting.
- 25.6 The Directors may elect one (1) of their number to be Chairman and may at any time remove him from that office. If there is no Director holding that office, or if the Director holding it, being entitled to and having been given notice of the meeting of Directors, is not present within fifteen (15) minutes after the time appointed for it, the Directors present must appoint one (1) of their number to be Chairman of that meeting.
- 25.7 All or any of the Directors, or the members of any committee of the Directors, may participate in a meeting of the Directors or of a committee (as the case may be) by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and to be counted in a quorum accordingly. A meeting of this kind shall be deemed to take place where the largest group of those participating is assembled or, if there is no largest group, where the Chairman of the meeting is present.
- 25.8 A resolution in writing (or otherwise contained in an electronic communication), signed by all the Directors entitled to receive notice of a meeting of Directors, or of a committee of Directors, will be as valid and effective as if it had been passed at a meeting of Directors, or (as the case may be), a committee of Directors duly convened and held. The resolution may consist of several documents in the same terms each signed by one (1) or more Directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 25.9 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director will, despite that it is afterwards discovered that there was a defect in the appointment of any Director or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 25.10 Except as otherwise provided by these Articles, a Director may not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he is in any way, whether directly or indirectly, interested, unless that interest arises only because the case falls within one (1) or more of the following paragraphs:
- 25.10.1 the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent by him to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
- 25.10.2 the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company, or any of its subsidiaries, for which the Director has assumed responsibility in whole or part, whether alone or jointly with others, under a guarantee or indemnity or by the giving of security;

25.10.3 his interest arises by virtue of his subscribing, or agreeing to subscribe, for any shares, debentures or other securities of the Company, or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Company or any of its subsidiaries for subscription, purchase or exchange; or

25.10.4 the resolution relates in any way to a retirement benefit scheme or an employee share scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

25.11 For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification of it not in force when this regulation becomes binding on the Company), connected with a Director will be treated as an interest of the Director and, in relation to an alternate director, an interest of his appointor will be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

25.12 A Director may not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

25.13 The Company may by special resolution suspend, or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.

25.14 Where proposals are under consideration concerning the appointment of two (2) or more Directors to offices or employment with the Company, or with any body corporate in which the Company is interested, the proposals will be divided and considered in relation to each Director separately. In addition, (provided he is not for another reason precluded from voting), each of the Directors concerned will be entitled to vote and be counted in the quorum in respect of each resolution, except that concerning his own appointment.

25.15 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself will be final and conclusive.

26 DIVIDENDS

26.1 Subject to and in accordance with Article 3.1.2, the Company may, with the prior written consent of the Investor, declare dividends in accordance with the Act. Regulation 102 of Table A shall be amended accordingly.

26.2 The following sentence will be added to the end of Regulation 104 of Table A:

"The person entitled to any dividend will be the holder (as defined in Table A) of the share upon the date determined by the resolution declaring the dividend (or in the case of any interim dividend, determined by the Directors) in respect of that share."

27 NOTICES

27.1 A notice or other document shall be given by the Company to any Shareholder or Director either:

27.1.1 personally; or

27.1.2 by sending it by pre-paid first class post or confirmed facsimile,

to his registered address or to any other address supplied by him to the Company for the giving of notice to him; or

27.1.3 subject to his consenting to the giving or sending of that notice or other document by electronic communications by giving it using electronic communications to an address for the time being notified to the Company by the Shareholder for that purpose.

27.2 A notice or other document to be given pursuant to these Articles will be deemed to have been given:

27.2.1 if given by post, on the day following that on which the notice or other document was posted and proof that an envelope containing a notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document was given or delivered;

27.2.2 if given using electronic communications:

27.2.2.1 at the expiry of 48 hours after it is sent; and proof that it was sent in accordance with the ICSA Guidelines shall be conclusive evidence that the notice was given;

27.2.2.2 in the case of a notice or other document in electronic format such as CD-ROM or audio tape sent by post on the day following that on which the notice or other document was posted and proof that an envelope containing the notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document was given or delivered.

27.3 In the case of joint holders of a Share, all notices will be given to the joint holder whose name stands first in the register of members in respect of the joint holding, and notice so given will be sufficient notice to all the joint holders.

27.4 When a notice or other document to be given to a Shareholder using electronic communications has failed to be transmitted after two (2) attempts, that failure shall not invalidate any meeting or other proceeding to which the notice or other document relates. As soon as practicable and in any event within 48 hours of the original attempt a duplicate of the relevant notice or other document shall be sent through the post to the Shareholder to his last known address for the service of notices.

27.5 Except as otherwise provided in these Articles, all notices to be given pursuant to these Articles must be in writing.

28 DRAG-ALONG

28.1 If one (1) or more other Shareholders who together hold at least seventy per cent. (70%) of the issued Shares (the "**Drag-Along Sellers**") propose(s) to sell all of its or their respective Shares, the Drag-Along Sellers shall have the right ("**Drag-Along Right**") to require all of the other Shareholders and every person holding an option (or other right) to subscribe for Shares ("**Called Shareholders**") to sell all of their Shares to the proposed purchaser (or his nominee) ("**Offeror**") at the price per Share specified in the Drag-Along Notice ("**Drag-Along Offer**"). For the purposes of calculating the percentage of the issued Shares in this Article 28.1, the number of issued Shares shall be calculated as if all the Convertible Preference Shares have already been converted into Ordinary Shares based on the applicable Conversion Price pursuant to Article 5.5 at the applicable time.

- 28.2 The Drag-Along Right may be exercised by the Drag-Along Sellers serving notice to that effect ("**Drag-Along Notice**") on the Called Shareholders, specifying: (a) the number of Shares which the Drag-Along Sellers intend to transfer; (b) the price at which the Shares are proposed to be sold to the Offeror; (c) the identity of the proposed Offeror; and (d) all other terms of the proposed transfer to the Offeror.
- 28.3 A Drag-Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Drag-Along Sellers do not transfer the Shares which they were proposing to sell to the Offeror prior to the date which is 30 days after the service of the Drag-Along Notice.
- 28.4 Upon the exercise of the Drag-Along Right in accordance with this Article 28 each of the Called Shareholders shall be bound to accept the Drag-Along Offer made to him in respect of his entire holding of Shares in the Company and to comply with the obligations assumed by virtue of such acceptance provided that:
- 28.4.1 the Called Shareholder will receive cash or marketable securities in consideration for the sale of his Shares; and
- 28.4.2 the Called Shareholder will not be required to provide to the Offeror any representations or warranties regarding the Company (or to provide an indemnity to any person in respect of any such representations or warranties which may have been given by the Company or its Directors in connection with the sale); and
- 28.4.3 the Called Shareholder will not be required to provide any undertakings or covenants to the Offeror (for example, as to the avoidance of subsequent competition with the Company or subsequent solicitation of its employees).
- 28.5 In the event that any Called Shareholder fails to accept the Drag-Along Offer made to him or, having accepted such Drag-Along Offer, fails to complete the sale of any of his Shares pursuant to the Drag-Along Offer, or otherwise fails to take any action required of him under the terms of the Drag-Along Offer, the Directors (or any of them) may authorise any person to accept the Drag-Along Offer on behalf of the Called Shareholder in question or undertake any action required under the terms of the Drag-Along Offer on the part of a Called Shareholder who has accepted the Drag-Along Offer. The Directors may in particular authorise any person to execute a transfer of any Shares held by a Called Shareholder in favour of the Offeror and the Company may give a good receipt for the purchase price of such Shares and may register the Offeror as holder thereof and issue to it certificates for the same. The Called Shareholder shall in such case be bound to deliver up his certificate for his Shares to the Company whereupon the Called Shareholder shall be entitled to receive the purchase price for such Shares which shall in the meantime be held by the Company on trust for the Called Shareholder, but without interest. After the name of the Offeror has been entered in the Register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.

29 TAG ALONG

- 29.1 Subject to Article 10 above, in the event that any of the Shareholders or the Investor ("**Selling Shareholder**") intends to transfer, individually or collectively, through a single or a number of transactions over 50% of the Company's issued share capital to a third party ("**Third Party Transferee**"), the Selling Shareholder shall first serve a written notice of the proposed transfer ("**Tag Along Notice**") specifying: (a) the number of Shares which it intends to transfer; (b) the price at which the Shares are offered, (c) the identity of the proposed Third Party Transferee; and (d) all other terms of the proposed transfer ("**Third Party's Offer**") to the remaining shareholders ("**Tagging Parties**"). The Tagging Parties shall within fourteen (14) days of the date of receipt of the Tag Along Notice intimate to the Selling Shareholder in writing ("**Tag**

Along Acceptance Notice") specifying (a) whether or not the Third Party's Offer is accepted by it on the same terms and conditions as contained in the Third Party's Offer and (b) the number of Shares which it desires to be included in the transfer ("**Tag Along Shares**"). If any Tagging Party's Tag Along Acceptance Notice is not received by the Selling Shareholder within fourteen (14) days after the date of such Tagging Party's receipt of the Tag Along Notice, then such relevant Tagging Party shall be deemed to have elected not to participate in the transfer. For the purposes of calculating the percentage of the Shares in issue under this Article 29.1, the number of issued Shares shall be calculated as if all the Convertible Preference Shares have already been converted into Ordinary Shares based on the applicable Conversion Ratio pursuant to Article 5.5 at the applicable time.

- 29.2 If the Third Party Transferee is unwilling to acquire the Tag Along Shares, the number of the Shares to be transferred by the Selling Shareholder shall be reduced accordingly by the total number of the Tag Along Shares to be transferred by the Tagging Parties so that the Tag Along Shares are transferred in accordance with this Article 29.2 failing which the Selling Shareholder shall not be permitted to transfer any of its Shares to the Third Party Transferee.
- 29.3 If a Tag Along Acceptance Notice is delivered by any Tagging Party to the Selling Shareholder, the transfer of the Selling Shareholder's Shares to the Third Party Transferee shall be conditional on the completion of the transfer of the Tag Along Shares to the Third Party Transferee, and such transfer shall occur simultaneously with the completion of the transfer of the Tag Along Shares.

30 LIEN

The lien conferred by Regulation 8 of Table A will also attach to fully paid-up Shares registered in the name of any person indebted or under liability to the Company (whether actual or contingent), whether he is the sole holder or is one (1) of two (2) or more joint holders of such Shares.

31 INDEMNITIES

- 31.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every Director, alternate director or other officer or auditor for the time being of the Company shall be indemnified out of the assets of the Company against any liability sustained or incurred by him in the execution and discharge of his duties and the Directors may exercise all the powers of the Company to grant those indemnities including, without limitation, any indemnity which constitutes a qualifying third party indemnity provision within the meaning of section 234 of the Act.
- 31.2 Subject to the provisions of the Act, the Directors shall have power to purchase and maintain insurance for the benefit of every Director, alternate director or other officer (other than an auditor) of the Company including, without limitation, insurance against any liability incurred by him in the execution and discharge of his duties.

32 DEFINITIONS AND INTERPRETATION

- 32.1 In these Articles, the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"A Convertible Preference Shareholders" means the holders of A Convertible Preference Shares;

"A Convertible Preference Shares" means the A convertible non-redeemable preferred shares of £0.10 each in the capital of the Company;

"Act" means the Companies Act 2006 including any statutory re-enactment or modification from time to time in force;

"Affiliate" means with respect to any individual, corporation, partnership, association, trust or any other entity (in each case a **"Person"**), any person which, directly or indirectly, controls, is controlled by or is under common control with such Person, including without limitation any general partner, officer or director of such Person and any venture capital fund now or hereafter existing which is controlled by or under common control with one (1) or more general partners or shares the same management company with such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") of a Person means the ownership of 20% or more of the votes of such Person or the possession of the power to direct 20% or more of the votes of such Person, whether through the ownership of voting stock, by contract or otherwise. In addition, Genting Berhad, a Malaysian company publicly traded on Bursa Malaysia Securities Berhad, and each of its Affiliates shall be deemed to be an Affiliate of the Investor for purposes of this definition.

"Auditors" means the auditors for the time being of the Company;

"Bad Leaver" means an Employee Shareholder who ceases to be an Employee, but is not a Good Leaver;

"B Convertible Preference Shareholders" means the holders of B Convertible Preference Shares;

"B Convertible Preference Shares" means the B convertible non-redeemable preferred shares of £0.10 each in the capital of the Company;

"Board" means the board of Directors of the Company from time to time or any duly constituted and authorised committee thereof;

"Business Day" means a day on which banks are open for the transaction of general banking business in the City of London, other than a Saturday or Sunday (or public holidays);

"Chairman" means the Chairman of the Board from time to time;

"Connected Persons" shall have the meaning given by section 1122 Corporation Tax Act 2010;

"Convertible Preference Shareholder" means any holder for the time being of Convertible Preference Shares;

"Convertible Preference Shares" means the A Convertible Preference Shares and the B Convertible Preference Shares or any of them as the context may require;

"Deemed Liquidation Event" means the occurrence of a merger or consolidation of the Company, or sale of Shares which would have the effect of bringing about a change of control of the Company (within the meaning of section 1124 of the Corporation Tax Act 2010), or upon a sale, transfer, licence or other disposition of all or substantially all the Company's assets, unless consented to by holders of more than fifty per cent. (50%) of the Convertible Preference Shares in issue;

"Directors" means the directors from time to time of the Company;

"Employee" means an individual who is employed by, or is a director of, the Company or any of its subsidiaries or an individual whose services are made

available to the Company or any of its subsidiaries (and **"employment"** shall be construed accordingly to include such an arrangement);

"Employee Shareholder" means any person who is or has been an Employee and has been allotted and issued Shares by the Company under the EMI share option scheme for the Company's key employees;

"Excluded Person" means:

- (a) any Employee whose employment or directorship with the Company (or any subsidiary of the Company) is subject to notice of termination;
- (b) any person who was, but has ceased to be, an Employee;
- (c) any Related Party of any person within (a) or (b) above;

"Fair Value" means the fair market value of the Shares calculated as at the date of which the Sale Notice is given (such date being determined in accordance with Article 28) on the basis of a sale by a willing seller to a willing buyer contracting on arm's length terms having regard to the fair value of the business of the Company and its subsidiaries (if any) as a going concern but without taking into account (if it be the case) that the Sale Shares constitute a majority or a minority interest in the company or any special rights or liabilities attaching to them by virtue of these Articles (including without limitation any transfer restrictions which apply to such Shares pursuant to these Articles), or by virtue of any other agreement to which the seller may be a party;

"Future Financing Round" means the Company raising funds by way of a subscription for Shares following the date of adoption of these Articles;

"Good Leaver" means an Employee Shareholder who ceases to be an Employee in any of the following circumstances:

- (a) retirement on reaching retirement age in accordance with his terms of employment;
- (b) death;
- (c) ill health or permanent disability;
- (d) redundancy;
- (e) dismissal otherwise than in circumstances where the Company is entitled to terminate the Employee member's contract of employment summarily; or
- (f) the sale or disposal of the subsidiary, or business, of the Company by which he is employed;

"Independent Accountant" means such firm of chartered accountants (other than the Auditors) acting as experts and not as an arbitrator as may be agreed between the relevant parties or, 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 (or any successor body thereto) at the request of any of the relevant parties;

"Investor" means Edith Grove Limited, a limited liability company incorporated in the Isle of Man (with registered number 2537V) with its registered office at First Names House, Victoria Road, Douglas, Isle of Man, IM2 4DF or its nominated Affiliate or successors in title;

"Investor Director" means a non-executive Director appointed by the Investor;

"Issue Price" means in relation to any Share, the amount paid or credited as paid up on that Shares, including sums paid, or credited as paid, by way of premium;

"Listing" means the successful application and admission of all or any of the Shares in the capital of a company, or securities representing such shares (including American depositary receipts, American depositary shares and/or other instruments to the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc., or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000 (as amended)));

"Ordinary Shareholder" means any holder for the time being of Ordinary Shares;

"Ordinary Shares" means the ordinary shares of £0.10 each in the capital of the Company;

"Permitted Share Options" means the grant to Employees or any Connected Persons of them of options to subscribe for up to such maximum number of Ordinary Shares at such minimum exercise price as shall be determined and authorised from time to time by the Board, pursuant to and in accordance with the rules of a management share option scheme and an employee share option scheme (as the case may be), the rules of which are approved in advance by the Board and the Investor in writing;

"Price" means:

- (a) in respect of Shares to be sold pursuant to Article 13, the price per Sale Share of the relevant class determined in accordance with that Article; and
- (b) in all other cases, the price per Sale Share of the relevant class specified in the relevant Sale Notice or (if no price is specified) the price per Sale Share agreed or determined pursuant to Article 11.3;

"Proportionate Percentage" means, as to any Shareholder, that percentage of the issued Shares (excluding Ordinary Shares to be issued upon exercise of Permitted Options) represented by such Shareholder's holding of Shares at the applicable time (excluding Ordinary Shares to be issued upon exercise of any Permitted Options held by such Shareholder), provided that the number of issued Shares shall be calculated as if all the Convertible Preference Shares have already been converted into Ordinary Shares based on the applicable Conversion Price pursuant to Article 5.5 at the applicable time);

"Related Party" means, in respect of any person:

- (a) that person's personal representatives; or
- (b) any Privileged Relation of that person; or
- (c) the trustee(s) of a Family Trust of that person; or
- (d) any nominee of any of the above;

"Relevant Shares" means (so far as the same remain held by the trustees of any Family Trusts) the Shares originally transferred to the trustees or Privileged Relation or Family Trust and any additional Shares either issued to such trustees by way of capitalisation or acquired by such trustees in exercise of any right or option granted or

arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred;

"Sale Notice" has the meaning given in Article 11.2;

"Shares" means the Ordinary Shares, the A Convertible Preference Shares and the B Convertible Preference Shares or any other class of shares for the time being in the capital of the Company;

"Shareholder" means any holder for the time being of Shares and/or, where so specified in the Articles; and

32.2 In these Articles, unless the context requires otherwise or expressly stated otherwise, any reference to:

- (a) an Article is to an individual article of these Articles;
- (b) a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under the same from time to time;
- (c) the masculine, feminine or neuter gender respectively includes the other genders, references to the singular include the plural (and vice versa);
- (d) a person includes any individual, firm, body corporate, corporation, unincorporated associations, government, state, association, partnership or joint venture (whether or not having separate legal personality);
- (e) a document is to that document as varied, supplemented or replaced from time to time;
- (f) writing shall include any modes of reproducing words in a legible and non-transitory form;
- (g) sterling or £ or pounds is to the lawful currency of the United Kingdom and \$ is to the lawful currency of the United States of America; and
- (h) a time of the day is to London time and references to a day are to a period of 24 hours running from midnight to midnight;
- (i) a transfer of any Share shall mean the transfer, sale or disposal of either or both of the legal or beneficial ownership of the Share and shall include:
 - (i) the grant of an option to acquire either or both of the legal or beneficial ownership of that Share;
 - (ii) any sale or other disposition of any legal or equitable interest in that Share (including any voting right attaching to it);
 - (iii) any direction (by way of renunciation or otherwise) by a person entitled to an allotment or issue of that Share that it be allotted or issued to another person;
 - (iv) any grant of any encumbrance over that Share; and
 - (v) any agreement to effect any of the same;

- (j) any agreement, consent, direction, waiver, nomination, election or appointment to be made or given by a person shall be in a written document signed by or on behalf of such person; and
 - (k) a Share being fully paid are to a Share being fully paid or credited as fully paid as to its nominal value and any premium payable on such share as a term of issue.
- 32.3 The headings to the Articles are inserted for convenience only and shall not affect their construction.
- 32.4 In these Articles, unless the context otherwise requires, words and expressions defined in the Act shall bear the meanings ascribed to them in that Act as in force on the date of adoption of these Articles.
- 32.5 Where pursuant to any provision of these Articles any notice, appointment of proxy or other document contained in an electronic communication is required to be signed or executed by or on behalf of any person, that signature or execution shall include the affixation by or on behalf of that person of an electronic signature (as defined in the Electronic Communications Act 2000) in such form as the Board may approve.
- 32.6 Without prejudice to the provisions of Section 583 of the Act, the expressions "paid up" or "paid up value", as used in relation to any part of the share capital of the Company, shall mean the total amount paid up, or credited as paid up, on the relevant shares, including any premium paid up or credited as paid up thereon.