

Company number: 05092027

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

Of

BIC INNOVATION LTD

(the Company)

Circulation date: 27 FEBRUARY 2018

Passed date: 27 FEBRUARY 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the **Act**), the directors of the Company propose that resolutions below is passed as a special resolution of the Company (the **Resolution**).

SPECIAL RESOLUTION

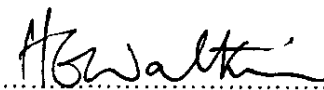
THAT the draft articles of association attached at appendix 1 (the **New Articles**), be adopted as the articles of association of the Company with effect from the date on which this resolution is passed in substitution for, and to the exclusion of, the existing articles of association of the Company which include the relevant provisions of the memorandum of association of the Company that are treated as provisions of the existing articles of association of the Company under section 28 of the Companies Act 2006 (**CA**). For the avoidance of doubt the adoption of the New Articles will remove the Company's objects so that the Company's objects are unrestricted pursuant to section 31 of the CA.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being persons entitled to vote on the Resolution on the Circulation date, hereby irrevocably agree to the Resolution:

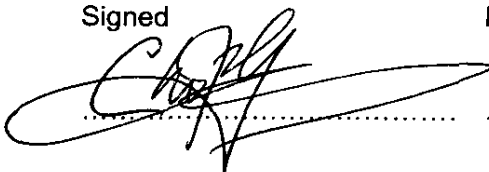
Huw Geraint Watkins



Signed

Date 27/02/18

Christopher Price-Jones

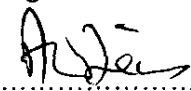


27.02.2018

Signed

Date

Alun Watkin Lewis

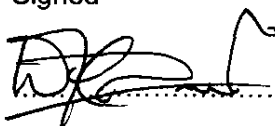


27/02/2018

Signed

Date

William Herbert Norris

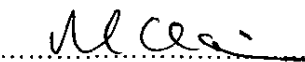


27.02.18

Signed

Date

Michael Gibson



27/02/2018

Signed

Date

James Sheridan



27.02.2018

Signed

Date

NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company's registered office address.
2. If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
4. Unless sufficient agreement has been received for the Resolution to pass by the date falling 28 days after the Circulation Date, it will lapse. If you agree to the Resolution, please indicate your agreement and notify us as soon as possible.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BIC INNOVATION LTD

AWL.
HB
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AB
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ALG.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BIC INNOVATION LTD

(the Company)

1 Definitions & Interpretation

1.1 In these Articles:

Act means the Companies Act 2006;

appointor has the meaning given in Article 4.1;

Board means the board of directors from time to time;

Business Day means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for the transaction of normal banking business;

Conflict has the meaning given in Article 12.1;

eligible director means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

Engaged by the Company: means in relation to a Shareholder, where he/she is:

- (i) an employee or director of the Company;
- (ii) a consultant to the Company; or
- (iii) seconded to the Company

Interested Director has the meaning given in Article 12.1; and

Model Articles means the model articles for private companies limited by shares prescribed in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.

- 1.2 References to statutory provisions include references to any orders or regulations made thereunder and references to any statute, provision, order or regulation include references to that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof (subject as otherwise expressly provided herein) and to any previous statute, statutory provision, order or regulation amended, modified, re-enacted or replaced by such statute, provision, order or regulation.
- 1.3 Headings are for information only and shall not form part of the operative provisions of, and shall be ignored in construing, these Articles.
- 1.4 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships and individuals.
- 1.5 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 A reference in these Articles to the transfer of any share shall mean the transfer of either or both of the legal and beneficial ownership in such share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such share and the following shall be deemed (but without limitation) to be a transfer of a share:-
 - 1.6.1 any direction (by way of renunciation or otherwise) by a member entitled to an allotment or issue of shares that a share be allotted or issued or transferred to some person other than himself;
 - 1.6.2 any sale or any other disposition of any legal or equitable interest in a share (including any voting right attached thereto) or the grant, creation or disposal of any Interest in any share and whether or not

by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing; and

1.6.3 any grant of a legal or equitable mortgage or charge over any share.

2 Model Articles

2.1 The Model Articles shall apply to the Company save insofar as excluded or varied hereby or inconsistent herewith and the Model Articles (save as so excluded, varied or inconsistent) and the provisions hereinafter contained shall be the articles of association of the Company.

2.2 Articles 9, 11(2), 13, 14(1) to (5) inclusive, 17 (2), 26, 52 and 53 of the Model Articles shall not apply to the Company.

2.3 Article 7 of the Model Articles shall be amended by:

2.3.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and

2.3.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

2.4 Article 18(d) of the Model Articles shall be amended by:-

2.4.1 inserting the words "with appropriate specialist knowledge" after the words "registered medical practitioner"; and

2.4.2 deleting the words "may remain so" and replacing them with the words "is likely to remain so".

2.5 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2.6 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to Article 17(2)," after the word "But".

2.7 Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person(s) named as the transferee(s) in an instrument of

transfer executed under article 28(2)," after the words "the transmittee's name".

- 2.8 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".
- 2.9 Articles 41(3) of the Model Articles shall be amended by the addition of the words "or if a poll is demanded" after the words "if directed to do so by the meeting".

APPOINTMENT OF DIRECTORS

3 Method of Appointing Directors

- 3.1 Any shareholder holding not less than 10% of the issued share capital of the Company shall have the right to be appointed as a director.
- 3.2 Article 17(2) of the Model Articles shall be deleted and replaced with the following words:-

"In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director."

4 Appointment and Removal of Alternate Directors

- 4.1 Any director ("appointor") may appoint as his alternate any other director, or any other person approved by resolution of the directors, to:
- 4.1.1 exercise that director's powers; and
- 4.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

4.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

4.3 The notice must:

4.3.1 identify the proposed alternate; and

4.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

5 Rights and Responsibilities of Alternate Directors

5.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

5.2 Except as these Articles specify otherwise, alternate directors:-

5.2.1 are deemed for all purposes to be directors;

5.2.2 are liable for their own acts and omissions;

5.2.3 are subject to the same restrictions as their appointors; and

5.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

5.3 A person who is an alternate director but not a director:-

5.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

5.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

5.3.3 shall not be counted as more than one director for the purposes of Articles 5.3.1 and 5.3.2 above.

5.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

5.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

6 Termination of Alternate Directorship

An alternate director's appointment as an alternate terminates:

6.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

6.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

6.3 on the death of the alternate's appointor; or

6.4 when the alternate's appointor's appointment as a director terminates.

7 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

DECISION MAKING BY DIRECTORS

8 Calling a Directors' Meeting

- 8.1 Any director may call a directors' meeting by giving not less than 5 Business Days advance notice of such meeting (or such shorter period of notice as may be agreed in accordance with Article 8.4 below) to the other directors, or by authorising the company secretary (if any) to give such notice.
- 8.2 Notice of any directors meeting must include:-
- 8.2.1 the proposed date and time of the place; and
 - 8.2.2 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting; and
 - 8.2.3 the agenda for the meeting together with all supporting Board papers.
- 8.3 Notice of a directors' meeting must be given to each director but need not be in writing.
- 8.4 A director may waive his entitlement to the notice specified in Article 8.1 above or consent to a shorter period of notice by giving notice to that effect to the Company either in advance or retrospectively. Where notice of waiver or consent to short notice is given after the meeting has been held, that shall not affect the validity of the meeting or of any business conducted at it.

9 Quorum for Directors Meetings

- 9.1 Subject to Article 9.2 below, the quorum for the transaction of business at a meeting of directors is two eligible directors.
- 9.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 12 below to authorise a Conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

10 Casting Vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other eligible director chairing the meeting shall not have a casting vote.

11 Directors' Declaration of Interests

11.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall, in accordance with the Act, declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement.

11.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall, in accordance with the Act, declare the nature and extent of his interest to the other directors as soon as is reasonably practicable, unless the interest has already been declared under Article 11.1 above.

11.3 A director need not declare an interest under Articles 11.1 and/or 11.2 above (as the case may be):-

11.3.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

11.3.2 of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware;

11.3.3 if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or

11.3.4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered by the directors or a committee of the directors.

11.4 Provided he has declared the nature and extent of his interest in accordance with Articles 11.1 and/or 11.2 above and the provisions of the Act, a director

who is in any way, whether directly or indirectly, interested in any existing or proposed transaction or arrangements with the Company:-

- 11.4.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 11.4.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
 - 11.4.3 shall count in a quorum and be entitled to vote at a meeting of the directors (or of a committee of the directors) or participate in any unanimous decision in respect of such contract or proposed contract in which he is interested;
 - 11.4.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 11.4.5 may be a director or other officer of, or employed by or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 11.4.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction, or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 11.5 For the purposes of this Article 11, reference to a meeting of the directors (or a committee of the directors) shall include any part of such meeting.

12 **Directors' Conflicts of Interest**

- 12.1 The directors may, in accordance with the requirements set out in this Article 12, authorise any matter proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (**Conflict**).
- 12.2 Any authorisation under this Article 12 will be effective only if:-
- 12.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 12.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the Interested Director; and
 - 12.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 12.3 Any authorisation of a matter under this Article 12 may (whether at the time of giving the authority or subsequently):-
- 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 12.3.2 impose upon the Interested Director such other terms, limits or conditions for the purposes of dealing with the Conflict and for such duration as the directors think fit;
 - 12.3.3 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters; and

12.3.4 be terminated or varied by the directors at any time (provided that this will not affect anything done by the Interested Director prior to such termination or variation in accordance with the terms of the authorisation).

12.4 In authorising a Conflict the directors may decide (whether at the time of giving the authority or subsequently) that if an Interested Director obtains or has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to a third party the Interested Director is under no obligation:-

12.4.1 to disclose such information to the Company or to any director or other officer or employee of the Company; or

12.4.2 to use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

12.5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the director:-

12.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

12.5.2 is not given any documents or other information relating to the Conflict; and

12.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

12.6 Where the directors authorise a Conflict:-

12.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

12.6.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

- 12.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

DECISION MAKING BY SHAREHOLDERS

13 Poll Votes

- 13.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 13.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new sentence at the end of that article.

14 Proxies

- 14.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 14.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

TRANSFER OF SHARES

15 General Provisions

- 15.1 Subject also to the provisions of this article 15, any transfer of Shares shall be in accordance with the schedule to these Articles (**Transfer Schedule**).

- 15.2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Board, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee.
- 15.3 No fee may be charged for registering any instrument or transfer or other document relating to or affecting the title to any Share.
- 15.4 The Company may retain any instrument of transfer which is registered.
- 15.5 The transferor shall remain the holder of a Share until the transferee's name is entered in the register of Shareholders as holder of it.
- 15.6 The directors may refuse to register the transfer of a Share if:-
- 15.6.1 the share is not fully paid;
 - 15.6.2 the transfer is not lodged at the Company's registered office or such other place as the directors have appointed;
 - 15.6.3 the transfer is not accompanied by the certificate for the Shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf; or
 - 15.6.4 the transfer is in respect of more than one class of Share.
- 15.7 The directors shall refuse to register the transfer of a Share unless such transferred in accordance with the schedule to these Articles.
- 15.8 For the purpose of ensuring that a transfer of Shares is permitted under these Articles, the Board may require any Shareholder or the legal personal representatives of any deceased Shareholder or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may think fit regarding any matter which they deem relevant to such purpose including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares from time to time registered in the Shareholder's name.

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

ADMINISTRATIVE ARRANGEMENTS

16 Notices

- 16.1 Any notice, document or other information properly addressed shall be deemed served on or delivered to the intended recipient:-
- 16.1.1 in the case of a notice sent by first class prepaid post to an address in the United Kingdom, Channel Islands or Isle of Man, on the second Business Day after the day of posting;
 - 16.1.2 in the case of a notice sent elsewhere by airmail, on the fifth Business Day after posting;
 - 16.1.3 in the case of a notice delivered by hand or reputable courier, when it was given or left at the appropriate address;
 - 16.1.4 in the case of a notice sent by facsimile or electronic means, upon sending; and
 - 16.1.5 in the case of a notice posted on the Company's website, upon posting or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 16.2 If notice is given in accordance with Article 16.1.3 or 16.1.4 above on a day which is not a Business Day, such notice will be deemed to have been duly served or delivered on the next following Business Day.
- 16.3 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Company's register of members in respect of the share.
- 16.4 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a shareholder by sending it by prepaid first class post addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like

description, at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

16.5 Notice of every general meeting shall be given in any manner authorised in these Articles to:-

16.5.1 every shareholder or his transmittee; and

16.5.2 each director who is not a shareholder.

No other person shall be entitled to receive notices of general meetings.

16.6 Every shareholder shall be deemed to have agreed to accept communication from the Company by electronic means (including via the Company's website) unless he shall withdraw such agreement by notice in writing. Notice under this Article 16.6 must be in writing and signed by the shareholder and delivered to the Company's registered office.

16.7 If the Company sends two consecutive documents to a member during any 12 month period and each of those documents is returned undelivered, or the Company receives notification that it has not been delivered, that member shall, subject to Article 16.8 below, cease to be entitled to receive notices from the Company.

16.8 A member who has ceased to be entitled to receive notices from the Company shall become entitled to receive notices again by sending the Company written notification of a new address to be recorded in the register of members or such other information as the Company needs for the effective use of any other form of communication permitted under these Articles.

17 **Indemnity**

17.1 Subject to Article 17.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:-

17.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported

execution and/or discharge of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

17.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 17.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

17.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

17.3 In this Article 17:-

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

17.3.2 a "relevant officer" shall have the meaning given in Article 18.2 below.

18 Insurance

18.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

18.2 In this Article 18:-

18.2.1 a "relevant officer" means any current or former director, secretary or other officer of the Company or of an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act);

- 18.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 18.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

SCHEDULE

SHARE TRANSFER PROVISIONS

1 GENERAL

1.1 No share shall be transferred or registered unless the transfer is made in accordance with this Schedule.

1.2 In this schedule the following expressions shall have the following meanings:-

acting in concert has the meaning set out in the City Code on Takeovers and Mergers in force for the time being;

Auditor means the auditors of the Company from time to time;

Controlling Interest means 51% of the Shares;

Bad Leaver means any person other than a Founder Shareholder who holds Shares and who ceases to be an employee of the Company or its Group (and who is no longer an employee of the Company or its Group) other than a Good Leaver;

Completion Date shall have the meaning given to it in paragraph 6.5 of this Schedule;

Departing Member means a Shareholder other than a Founder Shareholder who ceases to be employed or engaged by the Company

Departure Date means the date on which a Departing Member ceases to be engaged or employed by the Company;

Founder Shareholders means each of Huw Watkins, Christopher Price-Jones, Alun Watkin Lewis, William Norris, and James Sheridan whilst he holds Shares and "**Founder Shareholder**" shall be construed accordingly;

Good Leaver means:-

- (i) any person other than a Founder Shareholder who holds Shares and who ceases to be an employee of the Company (and who is no longer an employee of the Company) as a result of:-

- a. retirement in accordance with his terms of employment; or
 - b. serving (and completing) notice to terminate his employment in accordance with his terms of employment; or
 - c. death; or
 - d. permanent incapacity through ill health or permanent disability; or
 - e. redundancy; or
 - f. dismissal by the Company (or any member of its Group) in circumstances where an employment tribunal or other court of competent jurisdiction (in respect of which there is no right of appeal) adjudicates the dismissal as unfair,
- (ii) any person who the Board (at its sole discretion) determines is a Good Leaver;

Market Value means the fair market value determined by the Board based on the assumptions in paragraph 4.1.1 to 4.1.5 of this Schedule;

Shares means the shares in the share capital of the Company from time to time;

Shareholders means the holders of the Shares from time to time;

Transfer Notice means an irrevocable notice in writing given by any Shareholder to the Company where the Shareholder desires, or is required by these Articles to transfer or offer for transfer (or enter into an agreement to transfer) any Shares. Where such notice is deemed to have been served it shall be referred to as a **Deemed Transfer Notice**;

Transfer Price shall have the meaning given to it in paragraph 2.4 of this Schedule.

2 PRE-EMPTION PROCEDURE

- 2.1 A Shareholder wishing to transfer his / her Shares (the **Seller**) must give a Transfer Notice to the Company giving details of the proposed transfer including, in particular:-

- 2.1.1 the number of Shares which he desires to transfer (the Sale Shares);
 - 2.1.2 the identity of the buyer to whom he proposes to sell or transfer such Sale Shares;
 - 2.1.3 the price per share at which he proposes to transfer the Sale Shares and any other payment terms and conditions; and
 - 2.1.4 whether or not the Transfer Notice is conditional upon all and not part only of the Sale Shares being sold pursuant to the offer hereinafter mentioned (a **Total Transfer Condition**) and in the absence of such stipulation it shall be deemed not to be so conditional.
- 2.2 No Transfer Notice once given or deemed to be given in accordance with paragraph 2.1 shall be withdrawn unless:-
 - 2.2.1 the Seller is obliged to procure the making of an Offer (as defined in paragraph 6 of this Schedule) and is unable so to procure in which event the Seller shall be entitled to withdraw such Transfer Notice, without liability to any person, within 28 days of service; or
 - 2.2.2 the Board consents to the withdrawal of the Transfer Notice,
 - 2.2.3 and for so long as any Shares are the subject of a Transfer Notice no power or control is capable of being exercised over the votes of those Shares.
- 2.3 The Transfer Notice, notwithstanding that it may specify that the Seller wishes to dispose only of an interest or right in or arising from or attaching to the Sale Shares, shall unconditionally constitute the Company the agent of the Seller in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Sale Shares at the Transfer Price in accordance with the provisions of this paragraph 3.
- 2.4 If no transfer price for the Sale Shares is stated in the Transfer Notice (or the Board are not satisfied (having been provided with such evidence as they may reasonably require for the purpose) that the transfer price is a bona fide price agreed between the Seller and the relevant third party buyer at arms' length

and in good faith) and within 28 days of receipt of the Transfer Notice the Seller and a majority of the Board are unable to agree a price per share at which the Sale Shares should be offered for sale (the **Transfer Price**) the Board shall instruct the Auditors (or if the Auditors decline the instruction an independent accountant), to determine the Transfer Price in accordance with the principles set out in paragraph 4 of this Schedule.

2.5 The Company shall forthwith upon the later (if relevant) of:

2.5.1 receipt of a Transfer Notice; or

2.5.2 (where the Transfer Price is not stated in the Transfer Notice or the Board are not satisfied that the Transfer Price is a bona fide price agreed between the Seller and the relevant third party buyer at arms' length and in good faith) the date that the Seller and the majority of the Board agree the Transfer Price or in absence of agreement the determination of the Transfer Price in accordance with paragraph 2.4 above,

give notice in writing (containing the details set out in the Transfer Notice and the Transfer Price) to each of the Shareholders (other than the Seller and any other member who has or is deemed to have served a Transfer Notice in relation to all of the Shares held by him) inviting them to state in writing by a specified date being not less than 7 days and not more than 28 days from the date of the said notice whether and, if so, the maximum number of Sale Shares they wish to purchase at the Transfer Price.

2.6 The Company shall first have the option to purchase all (or part) of the Sale Shares at the Transfer Price, but if the Company chooses not or is not able to acquire the Sale Shares (or part of them), the Sale Shares (or the balance of the Sale Shares as the case may be) shall be offered, subject to paragraph 2.12 below on the basis that, in the event that the Shareholders accept:-

2.6.1 in excess of the number of Sale Shares available to purchase, the Sale Shares shall be sold to the Shareholders accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares, subject to the maximum number of Shares which each has indicated it wishes to purchase provided that no Shareholder other

than the Founders shall be entitled to own or have rights over options;

2.6.2 equal to the number of Sale Shares available to purchase, then the Sale Shares shall be sold to the Shareholders accepting the offer in the proportions (as nearly as may be) each Shareholder indicated they wish to purchase;

2.6.3 less than the number of Sale Shares available to purchase, then, providing the Transfer Notice didn't contain a Total Transfer Condition, the Sale Shares shall be sold to the Shareholders accepting the offer in the proportions (as nearly as may be) each Shareholder indicated they wish to purchase.

2.7 Within seven days of the closing of the offer to shareholders pursuant to paragraph 2.5 the Company shall either:-

2.7.1 confirm that it will acquire all (or part of) Sale Shares; and/or

2.7.2 give notice of each allocation of Sale Shares (an **Allocation Notice**) to the Seller and each of the persons to whom Sale Shares have been allocated (including, for the avoidance of doubt, the Company) (each a **Purchaser**) and subject to paragraph 2.9 shall specify in the Allocation Notice the place and time (being not less than 7 and not more than 14 days after the date of the notice) at which the sale of the Sale Shares shall be completed **PROVIDED THAT** the transfer and completion of the sale of the Sale Shares shall not be sanctioned or effected by the Board if such transfer obliges the Seller to procure the making of an Offer in accordance with paragraph 6, and no such Offer has been made and completed.

2.8 Subject to paragraph 2.9 and 2.10, upon such allocation of Sale Shares being made, the Seller shall be bound to transfer the Sale Shares comprised in the Allocation Notice to the Purchaser(s) named therein at the time and place therein specified. If he makes default in so doing one of the Board (provided he is not the Seller) or some other person duly nominated by a resolution of the Board for that purpose, shall immediately be deemed to be the duly appointed attorney of the Seller with full power to execute, complete and

deliver in the name and on behalf of the Seller a transfer of the relevant Sale Shares to the Purchaser(s) (or such other document as may be reasonably necessary for the purposes of transferring the Sale Shares in accordance with this Schedule) and the Board may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the Purchaser(s) in the register of members as the holder or holders by transfer of the Shares so purchased by him or them. The Board shall pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he shall deliver up his certificate or certificates for the relevant Shares to the Company upon which he shall be paid the purchase money.

- 2.9 If the Seller shall have included in the Transfer Notice a Total Transfer Condition and if the total number of Shares applied for is less than the total number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation open for 28 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this paragraph 2 shall be conditional upon such offer being accepted in relation to all of the Sale Shares.
- 2.10 Subject to paragraph 2.9, if the Seller stipulated in the Transfer Notice a Total Transfer Condition, the Seller shall not be entitled, unless authorised by the Company by ordinary resolution, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons.
- 2.11 In the event of any (and if the Seller stipulated in the Transfer Notice a Total Transfer Condition, all) of the Sale Shares are not sold in accordance with this paragraph 2 the Seller may at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares not sold to the person or persons set out in the original Transfer Notice at any price not less than the Transfer Price **PROVIDED THAT:**
- 2.11.1 the Founder Shareholders consent to such transfer;
- 2.11.2 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not

less than the Transfer Price without any deduction, rebate or allowance whatsoever to the Purchaser and if not so satisfied may refuse to register the instrument of transfer; and

2.11.3 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares comprised in the Transfer Notice to such person or persons; and

2.11.4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Seller to procure the making of an Offer until such time as such offer has been made and completed.

2.12 Unless otherwise agreed by the Founders, no Shareholder (other than the Founder Shareholders) shall at any time hold more than 30% of the issued share capital of the Company.

3 COMPULSORY AND DEEMED TRANSFERS

3.1 A Departing Member will, unless otherwise determined by the Board (acting as a majority and excluding any director appointed by Departing Member), be required on the Departure Date to serve (and be deemed to have served) a Transfer Notice in relation to all Shares that are held by that Departing Member.

3.2 If a Transfer Notice is given or deemed to have been given pursuant to paragraph 3.1 by a Departing Member then the Transfer Price per Share shall be as follows (unless otherwise agreed by the Board):-

3.2.1 the Departing Member who is a Bad Leaver shall receive the lower of:-

3.2.1.1 the price per Share which the Departing Member paid for each such Share; or

3.2.1.2 the Market Value for the Shares,

3.2.2 the Departing Member which is a Good Leaver shall receive the Market Value for the Shares,

- 3.3 Where any Transfer Notice is deemed to have been given in accordance with this paragraph 3, the deemed Transfer Notice shall be treated as having specified:-
- 3.3.1 that (subject to paragraph 3.2.2) all the Shares registered in the name of the Departing Member (as the case may be) shall be included for transfer;
 - 3.3.2 that the Transfer Price is as determined in accordance with paragraph 3.2; and
 - 3.3.3 that a Total Transfer Condition shall apply.
- 3.4 Each of the Departing Member's Shares shall be offered to the following persons in the following order of priority:
- 3.4.1 subject to the Act, to the Company;
 - 3.4.2 as the Board (acting as a majority and excluding any Director appointed by the relevant Departing Member) may direct; or
 - 3.4.3 to each other Shareholder in accordance with the pre-emption rights in paragraph 2 above.
- 3.5 In any case where a Shareholder (or his personal representative) has been required to give or has been deemed to have given a Transfer Notice pursuant to the provisions of this paragraph 3 and subsequently becomes the holder of further Shares by virtue of the holding of any Shares comprised in such Transfer Notice (whether by rights or bonus issue or conversion or pre-emption rights on issue or transfer or howsoever otherwise) a majority of the Board may at any time thereafter determine in their absolute discretion that he (or his personal representatives as appropriate) shall be deemed to have served a Transfer Notice in respect of such further Shares.

4 TRANSFER PRICE

- 4.1 In event the Board appoint an Auditor in accordance with paragraph 2.4 of this Schedule to determine the price per share at which the Sale Shares are to be offered for sale, the Auditor shall determine such price, which for the purposes of this clause shall be the value the Auditor certifies to be the fair market value in his opinion based on the following assumptions:-

- 4.1.1 the value of the shares in question is that proportion of the fair market value of the entire issued share capital of the Company that the Sale Shares bear to the then total issued share capital of the Company (with no premium or discount for the size of the Seller's shareholding or for the rights or restrictions applying to the shares under these Articles or any shareholders' agreement);
 - 4.1.2 the sale is between a willing buyer and a willing seller on the open market;
 - 4.1.3 if the Company is then carrying on its business as a going concern, on the assumption that it shall continue to do so;
 - 4.1.4 the shares are sold free of all encumbrances; and
 - 4.1.5 to take account of any other factors that the Auditor reasonably believes should be taken into account.
- 4.2 If any problem arises in applying any of the assumptions set out in paragraph 4.1, the Auditor shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit.
- 4.3 The Auditor shall be requested to determine the Transfer Price of the Sale Shares in accordance with this paragraph 4 within 10 Business Days of his appointment and to notify the Purchaser and Seller in writing of his determination.

5 DRAG ALONG

- 5.1 If the holders of 60% of the Shares in the issued share capital of the Company (**Selling Shareholders**) wish to transfer all (but not some only) of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Selling Shareholders may require all other Shareholders (**Called Shareholders**) to sell and transfer all their Shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this paragraph 5 (**Drag Along Option**).
- 5.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at

any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:

- 5.2.1 that the Called Shareholders are required to transfer all their Called Shares pursuant to this paragraph 5;
 - 5.2.2 the person to whom the Called Shares are to be transferred;
 - 5.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares; and
 - 5.2.4 the proposed date of the transfer.
- 5.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 5.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this paragraph 5.
- 5.5 Completion of the sale of the Called Shares shall take place on the Completion Date. **Completion Date** means the date proposed for completion of the sale of the Sellers' Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders.
- 5.6 The proposed sale of the Sellers' Shares by the Selling Shareholders to the Proposed Buyer is subject to the rights of pre-emption set out in paragraph 2, but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.
- 5.7 On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company.

5.8 On the Completion Date either:-

- 5.8.1 the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to paragraph 5.2.3 to the extent that the Proposed Buyer has put the Company in the requisite funds, in which case:-
- 5.8.2 the Company's receipt for the price shall be a good discharge to the Proposed Buyer; and
- 5.8.3 the Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest; or
- 5.8.4 the Proposed Buyer shall pay the Called the Shareholders, the amounts due pursuant to paragraph 5.2.3.

5.9 To the extent that the Proposed Buyer has not, on the Completion Date:-

- 5.9.1 put the Company in funds to pay the purchase price due in respect of the Called Shares (subject to there being no element of deferred consideration payable in relation to the sale of the Sellers' Shares); or
- 5.9.2 paid to the Called Shareholders' the purchase price due in respect of the Called Shares (subject to there being no element of deferred consideration payable in relation to the sale of the Sellers' Shares),

the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this paragraph 3 in respect of their Shares.

- 5.10 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with paragraph 5.7) transfer(s) in respect of all of the Called Shares held by it, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver

such transfer(s) to the Proposed Buyer (or as it may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this paragraph 5.

6 TAG ALONG ON A CHANGE OF CONTROL

- 6.1 The provisions of paragraph 6.2 to paragraph 6.6 shall apply if, in one or a series of related transactions, one or more Sellers (as defined in paragraph 2.1 of this Schedule) propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person acting in concert with the Buyer, acquiring a Controlling Interest in the Company.
- 6.2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person acting in concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 3 months preceding the date of the Proposed Transfer (**Specified Price**).
- 6.3 The Offer shall be made by written notice (**Offer Notice**), at least 20 Business Days before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- 6.3.1 the identity of the Buyer;
 - 6.3.2 the Specified Price and other terms and conditions of payment;
 - 6.3.3 the Sale Date; and
 - 6.3.4 the number of Shares proposed to be purchased by the Buyer (**Offer Shares**).
- 6.4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with paragraph 6.2 and paragraph 6.3, the Seller shall not be entitled to complete the Proposed Transfer and the Company

shall not register any transfer of Shares effected in accordance with the Proposed Transfer.

- 6.5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) in writing within 20 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- 6.6 The Proposed Transfer is subject to the pre-emption provisions of paragraph 3, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.