

Dated 20 December 2013



ARTICLES OF ASSOCIATION
of
ABC DIGITAL SYSTEMS LIMITED
Company registration number 06141903

The Companies Act 2006
Private Company Limited by Shares
Articles of Association
of

ABC DIGITAL SYSTEMS LIMITED

Company registration number 06141903

(Adopted by special resolution passed on 20 December 2013)

Introduction

1. INTERPRETATION

1 1 In these Articles, unless the context otherwise requires

Act:	means the Companies Act 2006
Adoption Date	the date of adoption of these articles
Alternate Director:	has the meaning given in article 23 1
Appointor:	has the meaning given in article 23 1
Articles:	means the articles of association of the company for the time being in force
Business Day:	any day (except Saturdays and Sundays) when clearing banks are open for business in London
call	has the meaning given in article 8,
call notice	has the meaning given in article 8,
company's lien	has the meaning given in article 6,
Conflict:	has the meaning given in article 21 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)
lien enforcement notice	has the meaning given in article 7
Model Articles:	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (S/ 2008/3229) as amended prior to the date of adoption of these Articles

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the

context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 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 7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8, 9(1) and (3), 11(2) and (3), 14(1), (2), (3) and (4), 44(2), 52 and 53 of the Model Articles shall not apply to the company
- 1 9 Article 7 (*directors*) of the Model Articles shall be amended by
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a), and
 - (b) 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"
- 1 10 Article 29 (*transmission*) 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"

AMENDMENTS FROM FORMER ARTICLES

2. AUTHORISED SHARE CAPITAL

The Company does not have an authorised share capital

3. OBJECTS

The Company's objects are unrestricted

SHARES

4. ISSUE OF SHARES

The Company may issue shares which are nil or part paid

5. RIGHTS OF SHARES

5 1 The one ordinary share of £1 in issue immediately before the adoption of these articles shall be designated as an A Ordinary Share

5 2 The rights of the B Ordinary Shares are as follows

- (a) The B Ordinary Shares shall not entitle the holders of B Ordinary Shares to vote upon any resolution or attend any general meeting of the Company,

- (b) The B Ordinary Shares shall not entitle the holders of B Ordinary Shares to participate in any dividend of the Company,
- (c) On a return of capital on liquidation or otherwise, the assets of the Company available for distribution among the members shall be applied in repaying to the holders of B Ordinary Shares the sum paid up on the B Ordinary Shares provided that if prior to such return of capital
 - (i) the profit after tax for any 12 month financial year of the Company has been greater than or equal to £1 million, or
 - (ii) the net asset value of the Company is, at the end of a 12 month financial year of the Company, greater than or equal to £5million

in each case as determined by the annual accounts of the Company, in either of which cases the holders of B Ordinary Shares shall be entitled to be paid in addition to the sums paid up in respect of their B Ordinary Shares a sum equal to 10% of the amount of such return of capital after payment of all sums payable in respect of any Preference Shares. The entitlement of the holders of the B Ordinary Shares as a class shall be shared between the holders of B Ordinary Shares in proportion to the number of B Ordinary Shares held by each holder of B Ordinary Shares and without reference to the amount paid on such B Ordinary Shares

6. COMPANY'S LIEN OVER SHARES

6 1 The company has a lien (the **company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future

6 2 The company's lien over a share

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share

The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part

7. ENFORCEMENT OF THE COMPANY'S LIEN

7 1 Subject to the provisions of this article, if

- (a) a lien enforcement notice has been given in respect of a share, and
 - (b) the person to whom the notice was given has failed to comply with it,
- the company may sell that share in such manner as the directors decide

7 2 A lien enforcement notice is a notice which may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed and which

- (a) specifies the share concerned,
- (b) requires payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),
- (c) is addressed either to the holder of the share or to a transmittee of that holder, and

- (d) states the company's intention to sell the share if the notice is not complied with

7 3 Where shares are sold under this article

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

7 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
- (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable by that person (or his estate or any joint holder of the shares) after the date of the lien enforcement notice

A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date

- (c) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- (d) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share

8. CALL NOTICES

8 1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a **call notice**) to a shareholder requiring the shareholder to pay the company a specified sum of money (a **call**) which is payable to the company at the date when the directors decide to send the call notice

8 2 A call notice may only be served in respect of B Ordinary Shares in the circumstances expressly set out in these articles

8 3 A call notice

- (a) may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company,
- (b) must state when and how any call to which it relates is to be paid, and
- (c) may permit or require the call to be made in instalments

8 4 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent

8 5 Before the company has received any call due under a call notice the directors may

- (a) revoke it wholly or in part, or

- (b) specify a later time for payment than is specified in the notice,
by a further notice in writing to the shareholder in respect of whose shares
the call is made

9. CALLS IN RESPECT OF B ORDINARY SHARES

9 1 Calls may be made in respect of unpaid amounts on B Ordinary Shares by the directors in accordance with the following terms

- (a) Within 60 days of the approval by the directors of the statutory accounts of the Company for the accounting period of the Company next following the Adoption Date and such accounts showing profits of less than £10,000 18 per cent of the unpaid amounts in respect of each B Ordinary Share shall be called in accordance with the provisions of this article. The amount called shall be due for payment on the day falling ninety days after the date on which the notice of such call was served by the Company
- (b) Within 60 days of the approval of the statutory accounts of the Company showing that the profits of the Company for two successive accounting periods being less than £1 any amounts then unpaid in respect of the each B Ordinary Shares shall be deemed called in full and payable to the Company immediately without further notice or action on the part of the Company
- (c) If
 - (i) an order is made or resolution passed for the insolvent liquidation or winding-up of the Company,
 - (ii) an administrator is appointed in respect of the Company, or
 - (iii) a receiver or administrative receiver is appointed in respect of the Company,
 - (iv) any amounts unpaid in respect of each B Ordinary Share shall be deemed called in full and payable to the Company immediately

9 2 If the employment of a holder of B Ordinary Shares is terminated in circumstances justifying summary dismissal such that the relevant employee is thereafter neither an employee of the Company nor an employee of any subsidiary of the Company, any amounts then unpaid in respect of each B Ordinary Share of which such employee was at the date of termination of his or her employment shall be deemed called in full and payable to the Company immediately without further notice or action on the part of the Company

9 3 Any amount remaining unpaid in respect of a B Ordinary Share after the date falling twelve months after the Adoption Date may be called in whole or in part by the Company on giving 60 days' notice to the relevant holder of B Ordinary Shares

10. LIABILITY TO PAY CALLS

10 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid

- 10 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- 10 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them
- (a) to pay calls which are not the same, or
 - (b) to pay calls at different times
- 11. WHEN CALL NOTICE NEED NOT BE ISSUED**
- 11 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share
- (a) on allotment,
 - (b) on the occurrence of a particular event, or
 - (c) on a date fixed by or in accordance with the terms of issue
- 11 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture
- 12. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES**
- 12 1 If a person is liable to pay a call and fails to do so by the call payment date
- (a) the directors may issue a notice of intended forfeiture to that person, and
 - (b) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate
- 12 2 For the purposes of this article
- (a) the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date, and
 - (b) the "relevant rate" is
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted,
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
 - (iii) if no rate is fixed in either of these ways, 5 per cent per annum
- 12 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- 12 4 The directors may waive any obligation to pay interest on a call wholly or in part
- 13. NOTICE OF INTENDED FORFEITURE**
- 13 1 A notice of intended forfeiture
- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,

- (b) must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder,
- (c) must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),
- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

14. DIRECTORS' POWER TO FORFEIT SHARES

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

15. EFFECT OF FORFEITURE

15 1 Subject to the Articles, the forfeiture of a share extinguishes

- (a) all interests in that share, and all claims and demands against the company in respect of it, and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company

15 2 Any share which is forfeited in accordance with the Articles

- (a) is deemed to have been forfeited when the directors decide that it is forfeited,
- (b) is deemed to be the property of the company, and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit

15 3 If a person's shares have been forfeited

- (a) the company must send that person notice that forfeiture has occurred and record it in the register of shareholders,
- (b) that person ceases to be a shareholder in respect of those shares,
- (c) that person must surrender the certificate for the shares forfeited to the company for cancellation,
- (d) that person remains liable to the company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and
- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

15 4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and, interest and expenses due in respect of it and on such other terms as they think fit

16. PROCEDURE FOLLOWING FORFEITURE

- 16 1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- 16 2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share
- 16 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share
- 16 4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which
- (a) was, or would have become, payable, and
 - (b) had not, when that share was forfeited, been paid by that person in respect of that share,
- but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them

17. SURRENDER OF SHARES

- 17 1 A shareholder may surrender any share
- (a) in respect of which the directors may issue a notice of intended forfeiture,
 - (b) which the directors may forfeit, or
 - (c) which has been forfeited
- 17 2 The directors may accept the surrender of any such share
- 17 3 The effect of surrender on a share is the same as the effect of forfeiture on that share
- 17 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

DIRECTORS

18. UNANIMOUS DECISIONS

- 18 1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter
- 18 2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing
- 18 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting

19. QUORUM FOR DIRECTORS' MEETINGS

- 19 1 Subject to article 19 2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors
- 19 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 21 to authorise a director's 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
- 19 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision
- (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors

20. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 20 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company
- (a) may 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,
 - (b) 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,
 - (c) shall be entitled to vote at a meeting of 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,
 - (d) 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,
 - (e) 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
 - (f) 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

21. DIRECTORS' CONFLICTS OF INTEREST

- 21 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation 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 Act to avoid conflicts of interest (**Conflict**)

- 21 2 Any authorisation under this article 21 will be effective only if
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration 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,
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested director, and
 - (c) the matter was agreed to without the Interested director voting or would have been agreed to if the vote of the Interested director had not been counted
- 21 3 Any authorisation of a Conflict under this article 21 may (whether at the time of giving the authorisation or subsequently)
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - (b) provide that the Interested director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
 - (c) provide that the Interested director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
 - (d) impose upon the Interested director such other terms for the purposes of dealing with the Conflict as the directors think fit,
 - (e) provide that, where the Interested director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the affairs of the company where to do so would amount to a breach of that confidence, and
 - (f) 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
- 21 4 Where the directors authorise a Conflict, the Interested director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 21 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 21 6 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

22. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than Alternate Directors) shall not be subject to any maximum but shall not be less than one

23. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

23 1 Any director (**Appointor**) may appoint any other director, or any other person approved by resolution by the directors as an alternate (**Alternate Director**), to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Alternate Director's Appointor

23 2 Any appointment or removal of an Alternate Director must be effected by notice in writing to the company signed by the Appointor, or in any other manner approved by the directors

23 3 The notice must

- (a) identify the proposed Alternate Director, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed Alternate Director that the proposed Alternate Director is willing to act as the Alternate Director of the director giving the notice

24. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

24 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 Director's Appointor

24 2 Except as the Articles specify otherwise, Alternate Directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointor, and
- (d) are not deemed to be agents of or for their Appointor,

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

24 3 A person who is an Alternate Director but not a director

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

- (b) 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
 - (c) shall not be counted as more than one director for the purposes of article 24 3(a) and article 24 3(b)
- 24 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)
- 24 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 remuneration of the Alternate Director's Appointor as the Appointor may direct by notice in writing made to the company

25. TERMINATION OF ALTERNATE DIRECTORSHIP

- 25 1 An Alternate Director's appointment as an Alternate Director terminates
 - (a) when the Alternate Director's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
 - (b) on the occurrence, in relation to the Alternate Director, of any event which, if it occurred in relation to the Alternate Director's Appointor, would result in the termination of the appointment of the Appointor as a director,
 - (c) on the death of the Alternate Director's Appointor, or
 - (d) when appointment of the Alternate Director's Appointor terminates

DECISION MAKING BY SHAREHOLDERS

26. POLL VOTES

- 26 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
- 26 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 paragraph at the end of that article

27. PROXIES

- 27 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"
- 27 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

ADMINISTRATIVE ARRANGEMENTS

28. MEANS OF COMMUNICATION TO BE USED

- 28 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted ,
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
 - (c) if properly addressed and sent or supplied by electronic means, one hour(s) after the document or information was sent or supplied, and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website 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

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 28 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

29. INDEMNITY

- 29 1 Subject to article 29 2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- (a) each relevant officer shall be indemnified out of the assets of the company against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
 - (ii) in relation to the activities of the company (or any activities of an associated company) as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),including (in each case) 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 affairs of the company (or any affairs of an associated company), and
 - (b) 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 29 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- 29 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

29 3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

30. INSURANCE

30 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

30 2 In this article

- (a) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),
- (b) 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
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate