

No. 06332884

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF RBDM LIMITED

Circulated on 22 JUNE 2017 (the "Circulation Date")

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of RBDM Limited (the "Company") propose that the following resolution is passed as a special resolution (the "Resolution").

SPECIAL RESOLUTION

1. **THAT** the articles of association attached to these Resolutions for the purposes of identification be adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association of the Company.

TUESDAY




A15 *A69GEVOQ* #286
27/06/2017
COMPANIES HOUSE

We, the undersigned, being members of the Company entitled to vote on the Resolution on the Circulation Date hereby agree to the Resolution.

Signed by **Roksanda Ilincic**

Dated:


.....
22/06/17


Signed by **Philip de Mesquita**

Dated:


.....
22/06/17

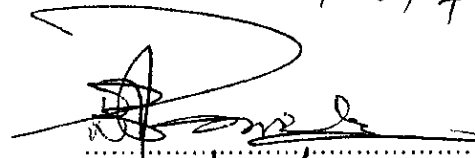
Signed by **Sian Westerman**

Dated:


.....
22/06/17

Signed for and on behalf of **Eiesha Limited**

Dated:


.....
22/06/17

ADOPTED

22 JUNE

2017

ARTICLES OF ASSOCIATION OF RBDM LIMITED



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COMPANY NO: 06332884

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
OF
RBDM LIMITED

(ADOPTED BY A SPECIAL RESOLUTION PASSED ON [] 2017)**

1. INTRODUCTION

- 1.1 The model Articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Date of Adoption (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision or enactment shall be deemed to include a reference to each and every amendment, modification, extension, consolidation, replacement or re-enactment thereof for the time being in force whether before, on or after the Date of Adoption.
- 1.3 In these Articles:
- (a) Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - (b) each reference to a numbered Article is to a provision of these Articles unless specified to be an Article of the Model Articles;
 - (c) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa; and
 - (d) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 21, 26(5), 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company.

2. DEFINITIONS

In these Articles the following words and expressions shall have the following meanings:

"5% Dividend" has the meaning given to it in Article 4.2(a);

"5% Preference Shares" means the 5% cumulative redeemable preference shares of nominal value £1.00 each in the capital of the Company;

"16% Dividend" has the meaning given to it in Article 4.2(b);

"16% Preference Shares" means the 16% cumulative redeemable preference shares of nominal value £1.00 each in the capital of the Company;

"21% Dividend" has the meaning given to it in Article 4.2(c);

"21% Preference Shares" means the 21% cumulative redeemable preference shares of nominal value £1.00 each in the capital of the Company;

"A1 Ordinary Shares" means the A1 ordinary shares of nominal value £0.001 each in the capital of the Company;

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

"Act" means the Companies Act 2006;

"Acting in Concert" has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

"Agreed Financial Plan" means a forward looking three-year strategic and financial plan for the Company in such form as the Investors shall reasonably require from time to time, as agreed between the Company and the Investors;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets;

"Associate" in relation to any person means:

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined);
- (b) any Member of the same Group; or
- (c) any Member of the same Fund Group;

"Auditors" means the auditors of the Company from time to time;

"Available Profits" means profits available for distribution within the meaning of part 23 of the Act;

"B Ordinary Shares" means the B ordinary shares of nominal value £0.001 each (as certified) in the capital of the Company;

"Bad Leaver" means an Employee Shareholder who ceases to be an Employee during the Relevant Period in circumstances where he or she is not a Good Leaver;

"Board" means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;

"Business Day" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"Business Plan" means the forward looking strategic and financial plan for the Company in force at the 28 July 2016;

"Civil Partner" means in relation to a Shareholder who is an individual, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

"Commencement Date" means the date one year from the Date of Issue;

"Company" means RBDM Limited;

"Controlling Interest" means an interest in Shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010;

"CTA 2010" means the Corporation Tax Act 2010;

"Date of Adoption" means the date on which these Articles were adopted;

"Date of Issue" means, in relation to an Employee Shareholder, the date the relevant Shares are issued to that Employee Shareholder;

"Deferred Shares" means deferred shares of nominal value £0.001 each in the capital of the Company (if any);

"Director(s)" means a director or directors of the Company from time to time;

"EBITDA" which shall be measured according to the figures as shown in the Management Accounts for the relevant periods save that costs shall be excluded from the calculation of EBITDA to the extent that they exceed the amounts budgeted in the Business Plan;

"Effective A1 Percentage" means percentage represented by the number of A1 Ordinary Shares divided by the total number of Equity Shares plus the Ratchet Percentage as at the date of the relevant calculation;

"Effective Ordinary Percentage" means the percentage represented by the number of Ordinary Shares divided by the total number of Equity Shares minus the Ratchet Percentage as at the date of the relevant calculation;

"Effective Termination Date" means the date on which the Employee's employment or appointment terminates;

"electronic address" has the same meaning as in section 333 of the Act;

"electronic form" and **"electronic means"** have the same meaning as in section 1168 of the Act;

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

"Employee" means an individual who is employed by or who provides consultancy services to the Company or any member of the Group;

"Employee Shareholder" means an Employee or a Director, other than a Founder or Investor, who holds Shares in the Company;

"Employee Shareholder Shares" means any B Ordinary shares in the capital of the Company beneficially owned, either directly or indirectly, by an Employee Shareholder;

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Equity Shares" means the Shares other than the Preference Shares and the Deferred Shares;

"Exit Date" means the date of completion of a Share Sale or an Asset Sale;

"Expert Valuer" is as determined in accordance with Article 15.2;

"Fair Value" is as determined in accordance with Article 15.3;

"Family Trusts" means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the

Shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

"Financial Year" means an accounting reference period (as defined in section 391 of the Act) of the Company;

"Founder" means each of Roksanda Ilincic and Philip De Mesquita;

"Founder Lock-in Period" means the period of five years commencing on 2 July 2015;

"Fund Group" means in respect of any investment fund:

- (a) the Fund Manager of the investment fund;
- (b) any holding company or subsidiary of the investment fund; and
- (c) any other investment fund managed by the same Fund Manager as the investment fund.

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities;

"Good Leaver" means an Employee Shareholder who ceases to be an Employee:

- (a) on the grounds of illness resulting in permanent incapacity (whether physical or mental) or death;
- (b) by reason of dismissal by the Company which is determined, by a court of competent jurisdiction from which there is no right of appeal, to be wrongful; or
- (c) in circumstances where the Board resolves that such Employee Shareholder shall be a Good Leaver.

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **"Group Company"** shall be construed accordingly;

"hard copy form" has the same meaning as in section 1168 of the Act;

"Holding Company" means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company immediately prior to the transfer of the issued share capital of the Company to such holding company;

"Investor Director" means a director of the Company nominated by the Investors under Article 24.3;

"Investor Majority Consent" means the prior written consent of the holders of a majority of the A Ordinary Shares;

"Investors" means *Eiesha Limited and Sian Westerman and their Permitted Transferees*;

"IPO" means the admission of all or any of the Shares or securities representing those Shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) to or the grant or permission by any like authority for the same to be admitted to or traded or quoted on the Main Market of the London Stock Exchange or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or on Nasdaq;

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003;

"Management Accounts" means the management accounts of the Company for the relevant period;

"a Member of the same Group" means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

"Nasdaq" means the NASDAQ Global Market of the NASDAQ OMX Group Inc.;

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption;

"Ordinary Shares" means the ordinary shares of nominal value £0.001 each in the capital of the Company;

"Permitted Transfer" means a transfer of Shares in accordance with Article 13;

"Permitted Transferee" means:

- (a) other than in respect of a transfer of Preference Shares, in relation to a Shareholder (not being an Employee Shareholder) who is an individual, any of his Privileged Relations or Trustees;
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group; or
- (c) in relation to an Investor:
 - (i) to any fund vehicle set up by that Investor; or

(ii) to any bare nominee of that Investor;

"Preference Amount" means a price per Preference Share equal to the amounts subscribed or deemed to have been subscribed (including premium) for such Preference Share together with an amount equal to any arrears and accruals of the Preferred Dividends in respect of each Preference Share;

"Preference Shares" means the 5% Preference Shares, 16% Preference Shares and the 21% Preference Shares;

"Preferred Dividends" means the 5% Dividend, 16% Dividend and the 21% Dividend;

"Privileged Relation" in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue);

"Qualifying Person" has the meaning given in section 318(3) of the Act;

"Ratchet Percentage" means:

- (a) 0% until 31 May 2019; and
- (b) 0% from 1 June 2019 if the Target Thresholds are achieved; or
- (c) 10% from 1 June 2019 if the Target Thresholds are not achieved;

"Relevant Interest" has the meaning set out in Article 27.5;

"Relevant Period" means the period of 48 months from the Date of Issue;

"Sale Proceeds" means the aggregate consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale;

"Sale Shares" has the meaning set out in Article 14.2(a) of these Articles;

"Seller" has the meaning set out in Article 14.2 of these Articles;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the Shares (in one transaction or as a series of transactions) which will result in the purchaser of those Shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of Shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;

"Shareholder" means any holder of any Shares;

"Shares" means the Ordinary Shares, A1 Ordinary Shares, A Ordinary Shares, B Ordinary Shares, Preference Shares and Deferred Shares;

"Subsidiary", "Subsidiary Undertaking" and "Parent Undertaking" have the respective meanings set out in sections 1159 and 1162 of the Act;

"Target Thresholds" means (1) the consolidated revenue of the Company (and its subsidiaries from time to time) for the year ending 30 April 2019 being at least £12,350,000 and (2) the consolidated EBITDA of the Company (and its subsidiaries from time to time) for the year ending 30 April 2019 being at least £690,000;

"Transfer Notice" shall have the meaning given in Article 14.2;

"Transfer Price" shall have the meaning given in Article 14.2(c);

"Trustees" in relation to a Shareholder means the trustee or the trustees of a Family Trust;

3. SHARE CAPITAL

- 3.1 In these Articles, unless the context requires otherwise, references to Shares of a particular class shall include Shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the Shares of the relevant class then in issue.
- 3.2 Except as otherwise provided in these Articles, the Ordinary Shares, the A1 Ordinary Shares, the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.3 Except as otherwise provided in these Articles, the 21% Preference Shares, the 16% Preference Shares and the 5% Preference Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.4 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 3.5 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may

have any preference or advantage or be subject to any restriction as compared with the others.

- 3.6 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from Article 22(2) of the Model Articles.
- 3.7 Paragraph (c) of Article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and"
- 3.8 In Article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".

4. DIVIDENDS

- 4.1 Articles 30(2) and 32 of the Model Articles shall not apply to the Preferred Dividends.
- 4.2 The Company shall pay:
 - (a) in respect of each 21% Preference Share a fixed, cumulative, preferential dividend (the "**21% Dividend**") at an annual rate of twenty-one per cent of the nominal value per 21% Preference Share to the person registered as its holder on the due date (such date determined in accordance with this Article 4); and
 - (b) if the 21% Dividend has been paid in full, in respect of each 16% Preference Share a fixed, cumulative, preferential dividend (the "**16% Dividend**") at an annual rate of sixteen per cent of the nominal value per 16% Preference Share to the person registered as its holder on the due date (such date determined in accordance with this Article 4); and
 - (c) if the 16% Dividend has been paid in full, in respect of each 5% Preference Share a fixed, cumulative, preferential dividend (the "**5% Dividend**") at an annual rate of five per cent of the nominal value per 5% Preference Share to the person registered as its holder on the due date (such date determined in accordance with this Article 4).
- 4.3 Subject to Article 4.4, the Preferred Dividends shall be paid in cash on 1 May in each year, the first such payment being made on 1 May 2019 in respect of the period from 1 August 2016 to (and including) 30 April 2019.
- 4.4 All unpaid arrears and accruals of the Preferred Dividends in respect of each Preference Share shall be paid to the person registered as its holder on an Exit Date or a winding up of the Company or, if earlier, on the date of redemption of such Preference Shares in accordance with Article 6.

- 4.5 The Company shall not declare or pay any dividend to the holders of Ordinary Shares unless and until all arrears and accruals of the Preferred Dividends have been paid.
- 4.6 The Preferred Dividends shall, notwithstanding that such dividends are expressed to be cumulative, be paid immediately on the due date to the extent that the Company has sufficient Available Profits, unless the Board resolves that the Preferred Dividends should not be paid in respect of a Financial Year.
- 4.7 Subject to Article 4.5, any Available Profits which the Company may determine to distribute in respect of any Financial Year must be:
- (a) declared and paid according to the amounts paid up on the Shares on which the dividend is paid;
 - (b) apportioned and paid proportionately to the amounts paid up on the Equity Shares as at the date on which the dividend is declared; and
 - (c) (other than with Investor Majority Consent) and after all arrears and accruals of the Preferred Dividends have been paid, declared and paid in equal amounts in respect of each Equity Share.
- 4.8 If as a result of not having sufficient Available Profits, the Company is not lawfully permitted to pay the Preferred Dividends in full on the due date, or if the Board resolves not to pay the Preferred Dividends in respect of a Financial Year, the unpaid amount shall be a debt due from the Company and shall not bear interest.
- 4.9 If the Company is in arrears in paying the Preferred Dividends, the first Available Profits arising shall, subject to the approval of the Board, pro tanto be applied in paying off:
- (a) any arrears of 21% Preferred Dividends;
 - (b) if the arrears of 21% Preferred Dividends have been paid in full, any arrears of the 16% Dividends; and
 - (c) if the arrears of 16% Preferred Dividends have been paid in full, any arrears of the 5% Dividends.

5. RETURN OF CAPITAL

- 5.1 On a distribution of assets of the Company among its members on a liquidation or other return of capital (other than a conversion, redemption or purchase by the Company of its own Shares), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent the Company is lawfully able to do so), in the following order of priority:
- (a) first, in paying to the holders of 21% Preference Shares in respect of each 21% Preference Share held an amount equal to the Preference Amount calculated

down to (and including) the commencement of the winding up (in the case of a winding up) or the date of the return of capital (in any other case) and, if there are insufficient assets remaining to satisfy the amounts per 21% Preference Share equal to the Preference Amount, the proceeds shall be distributed to the holders of the 21% Preference Shares pro rata to the aggregate amounts due under this Article 5 to each such 21% Preference Share held;

- (b) second, in paying to the holders of 16% Preference Shares in respect of each 16% Preference Share held an amount equal to the Preference Amount calculated down to (and including) the commencement of the winding up (in the case of a winding up) or the date of the return of capital (in any other case) and, if there are insufficient assets remaining to satisfy the amounts per 16% Preference Share equal to the Preference Amount, the proceeds shall be distributed to the holders of the 16% Preference Shares pro rata to the aggregate amounts due under this Article 5 to each such 16% Preference Share held;
- (c) third, in paying to the holders of 5% Preference Shares in respect of each 5% Preference Share held an amount equal to the Preference Amount calculated down to (and including) the commencement of the winding up (in the case of a winding up) or the date of the return of capital (in any other case) and, if there are insufficient assets remaining to satisfy the amounts per 5% Preference Share equal to the Preference Amount, the proceeds shall be distributed to the holders of the 5% Preference Shares pro rata to the aggregate amounts due under this Article 5 to each such 5% Preference Share held;
- (d) fourth, in paying the holders of Deferred Shares £1 in aggregate. This payment shall be deemed fully satisfied by payment to any one holder of Deferred Shares; and
- (e) fifth, in distributing the balance (if any) among the holders of the Equity Shares as follows:
 - (i) to the holders of A1 Ordinary Shares, the Effective A1 Percentage of such balance pro rata the number A1 Ordinary Shares held;
 - (ii) to the holders of the Ordinary Shares the Effective Ordinary Percentage of such balance, pro rata the number of Ordinary Shares held;
 - (iii) to the holders of A Ordinary Shares and B Ordinary Shares, the remaining balance (after the distributions in (i) and (ii) above) pro rata the number of A Ordinary Shares and B Ordinary Shares held.

5.2 On a Share Sale, the Sale Proceeds shall be distributed in the order of priority set out in Article 5.1. The Board shall not register any transfer of the Shares if the Sale Proceeds are not distributed in that manner, provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:

- (a) the Board may register the transfer of the relevant Shares, provided that the proportion of the Sale Proceeds due to be paid on the date of completion of the Share Sale have been distributed in the order of priority set out in Article 5.1; and
 - (b) each Shareholder shall take any action required by Investor Majority Consent to ensure that the remaining balance of the Sale Proceeds is distributed in the order of priority set out in Article 5.1.
- 5.3 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5.1 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, each Shareholder shall take any action required by Investor Majority Consent (including, but without prejudice to the generality of this Article 5.3, such action as may be necessary to put the Company into voluntary liquidation so that Article 5.1 applies).
- 5.4 This Article 5 shall not apply to:
 - (a) a consolidation with a wholly owned subsidiary of the Company;
 - (b) a merger or re-organisation effected exclusively to change the domicile of the Company;
 - (c) an equity financing; or
 - (d) a merger in which the Company is the surviving company.

6. REDEMPTION OF PREFERENCE SHARES

- 6.1 Subject to the Act, the Company may, by a resolution of the Board and notice in writing to the holders of the Preference Shares (a "**Redemption Notice**"), redeem all or any of the Preference Shares at that time in issue. If a Redemption Notice is served, the relevant Preference Shares will immediately become due for redemption on the date of such notice.
- 6.2 Upon service of a Redemption Notice, the Company shall redeem the number of Preference Shares set out in the Redemption Notice and the relevant holder of Preference Shares shall deliver to the Company at its registered office the certificate(s) for the Preference Shares to be redeemed (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate(s)) and on such delivery (and against the receipt by the holder of the Preference Shares for the redemption monies payable in respect of his Preference Shares) the Company shall pay each holder of Preference Shares (or, in the case of joint holders, to the holder of Preference Shares whose name stands first in the register of Shareholders in respect of those Preference Shares) the Preference Amount of each Preference Share being redeemed.

6.3 The Company shall, in the case of a redemption in full, cancel the share certificate of the holder of Preference Shares concerned, and, in the case of a redemption of part of the holding of Preference Shares included in a certificate, either:

- (a) note the amount and date of redemption on the original certificate; or
- (b) cancel the original certificate and without charge issue a new certificate to the holder for the balance of the Preference Shares not redeemed on that occasion.

7. VOTES IN GENERAL MEETING

7.1 The Ordinary Shares, the A Ordinary Shares and A1 Ordinary Shares shall confer on each holder thereof the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company as if the Ordinary Shares, the A Ordinary Shares and the A1 Ordinary Shares constitute one class of shares (but without prejudice to any class rights attaching to the Ordinary Shares, the A Ordinary Shares and A1 Ordinary Shares respectively).

7.2 The Preference Shares and the Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.

7.3 Where Shares confer a right to vote, on a show of hands each holder of such Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.

8. EMPLOYEE SHARES

If at any time during the Relevant Period, an Employee Shareholder ceases to be an Employee of the Company by reason of being a Bad Leaver, all of the Employee Shareholder Shares relating to that Employee Shareholder shall immediately convert into Deferred Shares.

9. VESTING OF FOUNDER SHARES

Save where the Board resolves that this Article shall not apply, if at any time during the Founder Lock-in Period, Roksanda Ilincic:

- (a) resigns other than as a result of her death or on the grounds of illness resulting in permanent incapacity (whether physical or mental) where such incapacity prevents Roksanda Ilincic from carrying out all or substantially all of her duties as an Employee; or

- (b) is summarily dismissed by the Company save where such dismissal is determined by a court or tribunal of competent jurisdiction to be unfair,

then all of the Shares held by the Founders and their Permitted Transferees shall with Investor Majority Consent convert to Deferred Shares.

10. DEFERRED SHARES

The creation, allotment or issue of Deferred Shares shall be deemed to confer irrevocable authority on the Board at any time after their creation, allotment or issue to appoint any person to execute or give on behalf of the holder of those Shares a transfer of them to such person or persons as the Company may determine.

11. NEW SHARE ISSUES

- 11.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.

- 11.2 Subject to the remaining provisions of this Article 11, the directors are generally and unconditionally authorised, for the purposes of section 551 of the 2006 Act and generally, to exercise any power of the Company to:

- (a) offer or allot;
- (b) grant rights to subscribe for or to convert any security into;
- (c) otherwise deal in, or dispose of,

any B Ordinary Shares in the company to any person, at any time and subject to any terms and conditions as the directors think proper.

- 11.3 The authority referred to in Article 11.2:

- (a) shall be limited to a maximum nominal amount of £201.00;
- (b) shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and
- (c) may only be exercised for a period of five years commencing on the Date of Adoption, save that the directors may make an offer or agreement which would, or might, require B Ordinary Shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

- 11.4 In accordance with sections 567(1) and/or 570 of the Act, sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of equity securities made by the Company pursuant to the authority granted pursuant to this Article 11.
- 11.5 No Shares shall be allotted to any Employee or Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is tax resident in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company.
- 11.6 No allotment of B Ordinary Shares to Employees or Directors shall be made without Investor Majority Consent.

12. TRANSFERS OF SHARES – GENERAL

- 12.1 In Articles 12 to 20 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 12.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 12.3 Except for any Permitted Transfer or with the prior consent of the Board, including two Investor Directors, any transfer or purported transfer of any Preference Share at any time shall be void and of no effect.
- 12.4 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 12.5 Any transfer of a Share by way of sale which is required to be made under Articles 14 to 17 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 12.6 Except for a Permitted Transfer, or a transfer made with Investor Majority Consent, any transfer or purported transfer of any Share by a Founder or their Permitted Transferees during the Founder Lock-in Period shall be void and of no effect.
- 12.7 No transfer of Shares may be made by any person, even if otherwise permitted by these Articles, unless such transfer consists, where applicable, of equal proportions (as nearly as may be without involving the transfer of a fraction of a Share) of his holdings of Equity Shares and Preference Shares immediately prior to the relevant transfer.
- 12.8 The Directors may refuse to register a transfer if:
- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;

- (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is tax resident in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
- (c) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
- (d) the transfer is not accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- (e) the transfer is in respect of more than one class of Shares; or
- (f) the transfer is in favour of more than four transferees.

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

- 12.9 The Directors may, as a condition to the registration of any transfer of Shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 12.9 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 12.10 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur:

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights:
 - (i) to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor; or
 - (ii) to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares; and
- (b) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price determined under Article 12.11 that the Directors may require by notice in writing to that holder.

12.11 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of ten Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that:

- (a) except in the case of a transfer pursuant to Article 13, the Transfer Price for the Sale Shares will be as agreed between the Board (any director with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given and serves notice of the Transfer Notice upon the Seller, will be the Fair Value of the Sale Shares;
- (b) it does not include a Minimum Transfer Condition (as defined in Article 14.2(d)); and
- (c) the Seller wishes to transfer all of the Shares held by it.

12.12 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:

- (a) the transferor; and
- (b) (if any of the shares is partly or nil paid) the transferee.

13. PERMITTED TRANSFERS

- 13.1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 13.2 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise. Shares previously transferred as permitted by this Article 13.2 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 13.3 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares.
- 13.4 Trustees may (i) transfer Shares to a company in which they hold the whole of the share capital and which they control (a "**Qualifying Company**") or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 13.5 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (b) with the identity of the proposed trustees;
 - (c) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 13.6 If a company to which a Share has been transferred under Article 13.5, ceases to be a Qualifying Company it must within five Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (and may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares.

13.7 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:

- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
- (b) give a Transfer Notice to the Company in accordance with Article 14.2,

failing which he shall be deemed to have given a Transfer Notice.

13.8 On the death (subject to Article 13.2), bankruptcy, liquidation, administrator or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

13.9 A transfer of any Shares approved by the Board (with Investor Majority Consent) may be made without restriction as to price or otherwise and each such transfer shall be registered by the Directors.

13.10 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board (including the consent of an Investor Director).

14. TRANSFERS OF SHARES – PRE-EMPTION RIGHTS

14.1 Save where the provisions of Articles 13, 17, 19 and 20 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 14.

14.2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a "**Transfer Notice**") to the Company specifying:

- (a) the number of Shares which he wishes to transfer (the "**Sale Shares**");

- (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
 - (c) the price (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board) (the "**Transfer Price**"); and
 - (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**").
- 14.3 Except with the written consent of the Board, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 14.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 14.5 As soon as practicable following the later of (i) receipt of a Transfer Notice and (ii) in the case where the Transfer Price has not been specified or the Transfer Notice is deemed to have been served, the determination of the Transfer Price under Article 14.2:
- (a) save in respect of a Transfer Notice referred to in Article 14.5(b), the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 14.6 to 14.7. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered; and
 - (b) where a Transfer Notice is deemed to have been given pursuant to Article 17.1, Article 17.1 shall apply.
- 14.6 Transfers: First Offer
- (a) The Board shall offer the Sale Shares to all holders of Equity Shares other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy.
 - (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Articles 14.6 and 14.7 will be conditional on the fulfilment of the Minimum Transfer Condition.
 - (c) If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Equity Shares bears to the total number of Equity Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made

to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

- (d) If, at the end of the First Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Initial Surplus Shares**") will be dealt with in accordance with Article 14.7.

14.7 Transfers: Second Offer

- (a) At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the date of the offer (inclusive) (the "**Second Offer Period**") for the maximum number of the Initial Surplus Shares they wish to buy.
- (b) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder in the proportion (*fractional entitlements being rounded to the nearest whole number*) which his existing holding of Equity Shares bears to the total number of Equity Shares (including Sale Shares) held by those Continuing Shareholders who have applied during the Second Offer Period for Initial Surplus Shares but no allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.
- (c) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Second Surplus Shares**") will be offered to any other person in accordance with Article 14.8(e).

14.8 Completion of transfer of Sale Shares

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Articles 14.6 and 14.7 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- (b) If:
 - (i) the Transfer Notice does not include a Minimum Transfer Condition; and
 - (ii) allocations have been made in respect of all the Sale Shares,

give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than ten Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (d) If the Seller fails to comply with the provisions of Article 14.8(c):
 - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (B) receive the Transfer Price and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate).
- (e) If an Allocation Notice does not relate to all the Sale Shares then, or in the circumstances described in Article (a) then, subject to Article 14.8(f), the Seller may, *within eight weeks after service of the Allocation Notice*, transfer the Second Surplus Shares to any person at a price at least equal to the Transfer Price provided that the sale of the Second Surplus Shares shall continue to be subject to any Minimum Transfer Condition(s).
- (f) The right of the Seller to transfer Shares under Article 14.8(e) does not apply if the Board is of the opinion on reasonable grounds that:
 - (i) the transferee is a person (or a nominee for a person) whom the Directors determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;

- (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

14.9 Waiver of restrictions

The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of the Board and with Investor Majority Consent.

15. VALUATION OF SHARES

15.1 If a Transfer Notice does not specify a Transfer Price or, subject to Article 12.11, if a Transfer Notice is deemed to have been served then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the Board first has actual knowledge of the facts giving rise to such deemed service, the Board shall either:

- (a) appoint expert valuers in accordance with Article 15.2 (the "**Expert Valuers**") to certify the Fair Value of the Sale Shares; or
- (b) (if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares which are the subject of the Transfer Notice.

15.2 The Expert Valuers will be either:

- (a) the Auditors; or
- (b) (if so specified in the relevant Transfer Notice) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date ten Business Days after the date of service of the Transfer Notice to be appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either the Board or the Seller.

15.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;

- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) that the Sale Shares are capable of being transferred without restriction;
 - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
 - (e) reflect any other factors which the Expert Valuers reasonably believe should be taken into account.
- 15.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 15.5 The Expert Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 15.6 The Expert Valuers shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 15.7 The Board will give the Expert Valuers access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose.
- 15.8 The Expert Valuers shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served or which the Seller is required to serve, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 15.9 The cost of obtaining the certificate shall be paid by the Company unless:
- (a) the Seller cancels the Company's authority to sell; or
 - (b) the sale is pursuant to a Transfer Notice which is deemed to have been served, and the Sale Price certified by the Expert Valuers is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,
- in which case the Seller shall bear the cost.

16. COMPULSORY TRANSFERS – GENERAL

- 16.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 16.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either:
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
 - (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 16.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

- 16.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine.
- 16.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company (other than where the majority of the issued share capital of that company remains held by members of the same family (and for the purposes of this Article 16.4 the term "family" shall include parents, children, grandchildren, spouses, civil partners, brothers, sisters, step-children and adopted children), it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice.
- 16.5 Model Articles 27, 28 and 29 are incorporated into these Articles subject to the provisions of Articles 16 and 17 of these Articles.

17. COMPULSORY TRANSFER – EMPLOYEE SHAREHOLDERS

17.1 If any Employee Shareholder ceases for any reason to be an Employee, the relevant Employee Shareholder may by notice in writing from the Board at any time on or after the Effective Termination Date be deemed to have given a Transfer Notice in respect of all the Employee Shares ("**Employee Sale Shares**"). In such circumstances:

- (a) the Transfer Price of any Deferred Shares shall be nil and the Transfer Price of any Ordinary Shares which have not been converted to Deferred Shares by operation of Article 8 shall be the Fair Value as at the date on which the Transfer Notice is deemed to have been given;
- (b) promptly after the Fair Value of the relevant Employee Sale Shares has been determined in accordance with these Articles, the Board shall by a further written notice (an "**Employee Allocation Notice**") to the Employee Shareholder and each person (who may be a Shareholder, the Company or any other person nominated by the Board) to whom Employee Sale Shares have been allocated by the Board (an "**Employee Share Applicant**") specify the number of Employee Sale Shares allocated to each Employee Share Applicant and the place and time (being not less than ten Business Days nor more than 20 Business Days after the date of the Employee Allocation Notice) for completion of the transfer of the Employee Sale Shares;
- (c) upon service of an Employee Allocation Notice, the relevant Employee Shareholder must, against payment of the Transfer Price, transfer the Employee Sale Shares in accordance with the requirements specified in it;
- (d) if the relevant Employee Shareholder fails to comply with the provisions of Article 14.2(c):
 - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the relevant Employee Shareholder:
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Employee Sale Shares to the Employee Share Applicants;
 - (B) receive the Transfer Price and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Employee Share Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the relevant Employee Shareholder until he has delivered to the Company his

certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate).

- 17.2 All voting rights attached to Employee Shares held by an Employee Shareholder (the "**Restricted Member**"), if any, shall at the time he ceases to be an Employee be suspended unless the Board notifies him otherwise.
- 17.3 Any Employee Shares whose voting rights are suspended pursuant to Article 17.2 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 17.2 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in the Company in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

18. MANDATORY OFFER ON A CHANGE OF CONTROL

- 18.1 Except in the case of Permitted Transfers and transfers pursuant to Article 16, after going through the pre-emption procedure in Article 14, the provisions of Article 18.2 will apply if one or more Shareholders (together the "**Proposed Sellers**") propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any third party purchaser ("**Buyer**") (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 18.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Buyer of an offer (the "**Offer**") to the other Shareholders to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 18.7).
- 18.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least ten Business Days (the "**Mandatory Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Buyer, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Buyer (the "**Proposed Sale Shares**").
- 18.4 If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.

- 18.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Mandatory Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 18.6 The Proposed Transfer is subject to the pre-emption provisions of Article 14 but the purchase of the Accepting Shareholders' Shares shall not be subject to Article 14.
- 18.7 For the purpose of this Article and Article 20:
- (a) the expression "**transfer**" and "**purchaser**" shall include the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment respectively;
 - (b) the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Buyer:
 - (i) in the Proposed Transfer; or
 - (ii) in any related or previous transaction by the Buyer or any person Acting in Concert with the Buyer in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in Article 18.7(c), of any other consideration (in cash or otherwise) paid or payable by the Buyer or any other person Acting in Concert with the Buyer, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the "**Supplemental Consideration**"); and
 - (c) Relevant Sum = C + A
- where:
- A = number of Equity Shares being sold in connection with the relevant Proposed Transfer; and
- C = the Supplemental Consideration.

19. CO-SALE RIGHT

- 19.1 No transfer (other than a Permitted Transfer or a Proposed Transfer pursuant to Article 18) of any of the Equity Shares held by a Shareholder may be made or validly registered unless the Shareholder (a "**Selling Shareholder**") shall have observed the following procedures of this Article.
- 19.2 After the Selling Shareholder has gone through the pre-emption process set out in Article 14, the Selling Shareholder shall give to each holder of Equity Shares who has not taken up their pre-emptive rights under Article 14 (an "**Equity Holder**") not less than 15

Business Days' notice in advance of the proposed sale (a "Co-Sale Notice"). The Co-Sale Notice shall specify:

- (a) the identity of the proposed purchaser (the "Buyer");
- (b) the price per share which the Buyer is proposing to pay;
- (c) the manner in which the consideration is to be paid;
- (d) the number of Equity Shares which the Selling Shareholder proposes to sell; and
- (e) the address where the counter-notice should be sent.

- 19.3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that they wish to sell a certain number of Equity Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Equity Shares which such Equity Holder wishes to sell. The maximum number of Shares which an Equity Holder can sell under this procedure shall be:

$$\left(\frac{X}{Y} \right) \times Z$$

where:

X is the number of Equity Shares held by the Equity Holder;

Y is the total number of Equity Shares;

Z is the number of Equity Shares the Selling Shareholder proposes to sell.

- 19.4 Any Equity Holder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no Shares.
- 19.5 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of Shares not exceeding the number specified in the Co-Sale Notice less any Shares which Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of Shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by Selling Shareholder from the Buyer.
- 19.6 No sale by the Selling Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 19.7 Sales made in accordance with this Article 19 shall not be subject to Article 14.

20. DRAG-ALONG

20.1 Subject to Article 20.2, if the holders of a majority of the Ordinary Shares, including the Founders and the holders of a majority of the A Ordinary Shares (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Buyer, or enter into a Share Sale, then the Selling Shareholders shall, subject to Article 20.2, have the option (the "**Drag Along Option**") to require all the other holders of Shares (the "**Called Shareholders**") to sell and transfer all their Shares to the Buyer or as the Buyer shall direct at the Specified Price in accordance with the provisions of this Article.

20.2 If:

- (a) the Company's net sales for the financial year 2015/2016 are more than 30% below the relevant figures in the Agreed Financial Plan; and
- (b) the Company's net sales for the financial year 2016/2017 are more than 25% below the relevant figures in the Agreed Financial Plan,

then for the 12 month period following the approval by the Board of the accounts of the Company for the financial year 2016/2017, the holders of a majority of the A Ordinary Shares shall be entitled to exercise the Drag Along Option in accordance with Article 20.1 without the approval of the Founders.

20.3 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Buyer. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article 20, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (which shall be equal to the Specified Price) and the proposed date of transfer.

20.4 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Buyer within 40 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

20.5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.

20.6 Within five Business Days of the Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Buyer or as the Buyer shall direct, together with the relevant share certificate(s) (or a suitable indemnity in lieu thereof) to the Company. On the expiration of that five Business Day period the Company shall pay the Called Shareholders, on behalf

of the Buyer, the amounts they are due to the extent the Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due shall be a good discharge to the Purchaser. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

- 20.7 To the extent that the Buyer has not, on the expiration of such five Business Day period, put the Company in funds to pay the amounts due to the Called Shareholders, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 20 in respect of their Shares.
- 20.8 If a Called Shareholder fails to deliver stock transfer forms and share certificates (or a suitable indemnity) for its Shares to the Company upon the expiration of that five Business Day period, the Directors shall, if requested by the Buyer, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Buyer (or its nominee(s)) to the extent the Buyer has, at the expiration of that five Business Day period, put the Company in funds to pay the amounts due for the Called Shareholder's Shares. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the amount due to him.
- 20.9 Any transfer of Shares to a Buyer (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 14.
- 20.10 On any person, following the issue of a Drag Along Notice, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the capital of the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Buyer or as the Buyer may direct and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

21. GENERAL MEETINGS

- 21.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 21.2 The provisions of section 318 of the Act shall apply to the Company, save that:

- (a) the quorum for a general meeting shall be two Qualifying Persons, including at least one holder of A Ordinary Shares; and
 - (b) if a quorum is not present at the continuation of any meeting adjourned for the reason referred to in Article 41 of the Model Articles, then, provided that the Qualifying Person(s) present hold(s) or represent(s) the holder(s) of at least 50 per cent in nominal value of the Shares, any resolution agreed to by such Qualifying Person(s) shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 21.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 21.4 If a demand for a poll is withdrawn under Article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 21.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 21.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 21.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.
- 21.8 No voting rights attached to a share which is nil or partly paid may be exercised:
- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - (b) on any proposed written resolution.

22. PROXIES

- 22.1 Paragraph (c) of Article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".
- 22.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:
- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
 - (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
 - (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

23. DIRECTORS' BORROWING POWERS

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

24. NUMBER AND APPOINTMENT OF DIRECTORS

- 24.1 Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than three and not more than six.
- 24.2 The Founders (acting by way of majority based on the number of Equity Shares held) shall have the right to appoint and maintain in office three natural persons as they shall from time nominate as directors of the Company and to remove any director so appointed, and upon any such removal to appoint another director in his place.

- 24.3 For as long as the Investors collectively hold not less than ten per cent of the issued share capital of the Company, they shall have the right to appoint and maintain in office three natural persons as they shall from time to time nominate as directors of the Company and to remove any director so appointed, and upon his removal to appoint another director in his place.
- 24.4 Except in relation to any Investor Director, the holders of a majority of the Ordinary Shares of the Company shall be entitled to remove any director from the Board.
- 24.5 Appointment and removal of any director pursuant to Article 24.2 or 24.3 shall be by written notice to the Company at its registered office or at any meeting of the Board.

25. DISQUALIFICATION OF DIRECTORS

In addition to that provided in Article 18 of the Model Articles, the office of a Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated.

26. PROCEEDINGS OF DIRECTORS

- 26.1 The quorum for Directors' meetings shall be three Directors, including at least two Investor Directors (if any). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 26.2 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participants in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.
- 26.3 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 26.4 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

- 26.5 Questions arising at any meeting of the Directors shall be decided by a majority of votes. Each of the Directors other than the Investor Directors shall have one vote. Each of the *Investor Directors present at a meeting shall have a number of votes divided equally between them which equals one more than the aggregate number of votes held by the Directors present at a meeting who are not Investor Directors.*
- 26.6 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in Article 7(1) of the Model Articles to Article 8 of the Model Articles shall be deemed to include a reference to this Article also.

27. DIRECTORS' INTERESTS

Specific interests of a Director

- 27.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:
- (a) where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
 - (b) where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
 - (c) where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
 - (d) where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
 - (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
 - (f) where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the

Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;

- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (h) any other interest authorised by ordinary resolution.

Interests of an Investor Director

- 27.2 In addition to the provisions of Article 27.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in any Member of the same Group as the Investors.

Interests of which a Director is not aware

- 27.3 For the purposes of this Article 27, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 27.4 In any situation permitted by this Article 27 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

- 27.5 Any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may:
- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:

- (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - (iii) restricting the application of the provisions in Articles 27.6 and 27.7, so far as is permitted by law, in respect of such Interested Director; and
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation as they see fit from time to time;

an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 27.

Director's duty of confidentiality to a person other than the Company

27.6 Subject to Article 27.7 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 27), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

27.7 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 27.6 shall apply only if the conflict arises out of a matter which falls within Article 27.1 or has been authorised under section 175(5)(a) of the Act.

Additional steps to be taken by a Director to manage a conflict of interest

27.8 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
- (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director is to declare an interest

27.9 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 27.1 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under Article 27.1(g);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

27.10 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 27.

27.11 For the purposes of this Article 27:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director; and
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

28. NOTICES

28.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

- (a) in hard copy form; or
- (b) in electronic form,

or partly by one of these means and partly by another of these means, provided that notice given to Directors of a Directors' meeting and notice given to Shareholders of a general meeting must be sent by email, and Article 28.4 shall be deemed amended accordingly.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 28.

Notices in hard copy form

28.2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):

- (a) to the Company or any other company at its registered office;
- (b) to the address notified to or by the Company for that purpose;
- (c) in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members;
- (d) in the case of an intended recipient who is a Director, to his address as shown in the register of Directors;
- (e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.

28.3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if delivered, at the time of delivery;
- (b) if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

- 28.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:
- (a) if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
 - (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 28.2; or
 - (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify by notice (in hard copy or electronic form) to all members of the Company from time to time.
- 28.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
- (a) if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
 - (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
 - (c) if delivered in an electronic form, at the time of delivery; and
 - (d) if sent by any other electronic means as referred to in Article (c), at the time such delivery is deemed to occur under the Act.
- 28.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

General

- 28.7 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "**Primary Holder**"). Notice so given shall constitute notice to all the joint holders.

28.8 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

29. INDEMNITIES AND INSURANCE

29.1 Subject to the provisions of and so far as may be permitted by, the Act:

(a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no director of the Company or any associated company is indemnified by the Company against:

- (i) any liability incurred by the director to the Company or any associated company; or
- (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- (iii) any liability incurred by the director:
 - (A) in defending any criminal proceedings in which he is convicted;
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 29.1(a)(i), 29.1(a)(iii)(B) and 29.1(a)(iii)(C) applying; and

(b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which

by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

- 29.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

30. DATA PROTECTION

Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any Shares (or other investment or security in the Company). Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a *Member of the same Group* ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

31. SECRETARY

Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.