

Company number: 06369938

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION of

TRUTH RETAIL LIMITED (the "Company")

Circulation Date: 17 December 2018

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the director of the Company proposes that resolution 1 is passed as a special resolution and resolutions 2 and 3 below are passed as ordinary resolutions (together, the "Resolutions");

SPECIAL RESOLUTION 1

That the attached document be adopted as the Company's new articles of association to the exclusion of the existing articles of association of the Company.

ORDINARY RESOLUTION 2

That the 1 issued ordinary share of £1.00 in the capital of the Company be and is sub-divided into 10,000 ordinary shares of £0.0001 in the capital of the Company, having the rights and restrictions as set out in the Company's new articles of association, adopted pursuant to the Special Resolution.

ORDINARY RESOLUTION 3

That the board be generally and unconditionally authorised to allot 6,668 ordinary shares of £0.0001 in the capital of the Company to the investors referred to in the investment agreement entered into between the Company, its existing shareholder and the investors on or around the date of this resolution, such shares having the rights and restrictions set out in the Company's new articles of association, adopted pursuant to the Special Resolution.

AGREEMENT

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

The undersigned, a person entitled to vote on the above resolutions hereby irrevocably agrees to the Resolutions:

Signed by:



Print name:

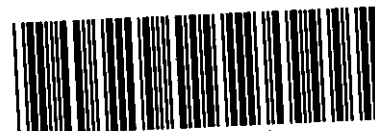
IMELDA BURKE

On behalf of: (leave blank if you are signing on your own behalf)

Date:

17 December 2018

MONDAY



JNI *J7Y4BCY8* #19
28/01/2019
COMPANIES HOUSE

NOTES

1. You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only some of the Resolutions. If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By hand: delivering the signed copy to Imelda Burke at Unit 16, The Ivories, 6 – 18 Northampton Street, London, N1 2HY.

By post: returning the signed copy by post to Imelda Burke at Unit 16, The Ivories, 6 – 18 Northampton Street, London, N1 2HY.

E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to imelda@beingcontent.com. Alternatively, you may confirm in the text of an e-mail that you agree to all of the Resolutions and send it to imelda@beingcontent.com. Please enter "Written Resolution" in the e-mail subject box.

If you do not agree to all of the resolutions, you do not need to do anything - you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
3. Unless, 28 days after the Circulation Date sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document or sending an e-mail on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document or sending the e-mail (as the case may be). Please also include the name of the person on whose behalf you are signing where indicated in the signature box.
6. If you wish to signify your agreement by setting it out in the text of an e-mail, the e-mail should be signed off with your full name and, where relevant, indicate the name of the person on whose behalf you are signifying agreement.

Company Number: 06369938

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

TRUTH RETAIL LIMITED

(Adopted by a Written Resolution dated 17 December 2018)

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the articles of association of the Company (the "Articles").
- 1.2 Model Articles 9(2), 14, 19(5), 21, 24, 26(5), 28(3) and 44(4) do not apply to the Company.
- 1.3 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.4 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.
- 1.5 In these Articles:

"Act"	means the Companies Act 2006;
"Adoption Date"	means the date on which these Articles were adopted by the Company;
"Allocation Notice"	has the meaning given in Article 7.8;
"Articles"	means these articles of association of the Company as amended from time to time;
"Auditors"	the accountants of the Company as appointed by the Board from time to time;
"Board"	means the board of directors of the Company from time to time;
"Business Day"	means a day, except a Saturday or Sunday or a public holiday in the United Kingdom, on which clearing banks in the city of

	London are generally open for business;
"Clear Days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Compulsory Transferor"	has the meaning given in Article 9.1;
"Control"	has the meaning given by Section 450 of the Corporation Tax Act 2010;
"Director"	means each director of the Company from time to time;
"Employee"	means an individual who is a director (other than an Investor Director) of, or employed by, or providing consultancy services to, the Company;
"Ethos of the Company"	means the promotion and supply of natural, organic, cruelty-free (and where applicable, sustainable) products;
"Expert Valuer"	has the meaning given in Article 12;
"Fair Value"	the amount as determined by the Expert Valuer in accordance with Article 12;
"Founder"	means Imelda Burke;
"Founder Director"	means the Founder for so long as she (or a substitute appointed) remains a Director;
"Investor"	means any Shareholder which or who purchased Shares pursuant to the Shareholders' Agreement;
"Investor Majority"	Investors holding more than 50% of the Ordinary Shares held by the Investors as a group for the time being (whether through nominees or otherwise);
"Leaver"	<p>means the Founder who ceases to be either an Employee and/or director of the Company because:</p> <ul style="list-style-type: none"> (a) the Founder has committed an act of fraud or dishonesty (including without limitation, theft or attempted theft or property or acceptance of or offering of bribes) for which reason the Company is validly entitled to terminate (and terminates) the Founder's employment by the Company; (b) the Founder has committed an act or acts of gross misconduct for which reason the Company is validly entitled to terminate (and terminates) the Founder's employment by the Company;

- (c) the Founder has resigned as an Employee and/or director at any time;
- (d) of her death; or
- (e) of her permanent severe ill health or permanent disability, in each case, as verified by two medical reports from independent specialists (whose identity shall have been approved by the Board (such approval not to be unreasonably withheld or delayed)) results in the Leaver being unable to perform all or substantially all of her duties as an officer or employee of the Company for a period of at least 6 months;

“Leaver Date” means the date on which the Founder ceases to be an Employee and/or director and which shall be (i) the date of expiry of any notice to terminate whether given by the Company or the Leaver or (ii) the date on which the Founder ceases to be employed or engaged by the Company (whichever is earlier);

“Leaver’s Shares” means all Shares held by a Leaver or any person who holds them as a Permitted Transferee of the Leaver;

“Listing” means the admission by the Financial Services Authority in its capacity as the UK Listing Authority of any part of the share capital of the Company to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any part of the share capital of the Company to trading on AIM or the admission by any recognised investment exchange or other trading platform of any part of the share capital of the Company, and, in each case, such admission becoming effective;

“Member of the Same Group” means as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company or the shareholders of that holding company;

“Offer Notice” has the meaning given in Article 7.6;

“Ordinary Shares” means ordinary shares of £0.0001 in the capital of the Company;

“Permitted Transferee” means:

- (i) in relation to an Investor which is a corporate entity, a Member of the Same Group as the Investor;
- (ii) where an Investor is holding Shares on trust, provided the Company has received written notice of the trust arrangement and confirmation as to the identity of the beneficiary, to such third party trustee as the beneficiary nominates from time to time subject to written details of the new trust arrangement being provided to the Board;
- (iii) where an Investor (the **"Legal Shareholder"**) is holding any Shares on trust for another person who is beneficially entitled to those Shares (the **"Beneficial Owner"**), the Legal Shareholder may transfer its interest in those Shares to the Beneficial Owner, provided the Company has received written notice of the trust arrangement and confirmation as to the identity of the Beneficial Owner; or
- (iv) in relation to the Founder, her spouse or any children of any of the Founder;

"recognised investment exchange"	has the meaning given to the expression in section 285(1) FSMA;
"Relevant 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 the Adoption Date;
"Sale"	means either of the following: (i) the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him or her together acquiring a Controlling Interest, except where the Shareholders and the proportion of Shares held by each of them following completion of the sale are the same as the Shareholders and their shareholdings in the Company immediately before the sale; or (ii) the disposal, sale, conveyance or lease or parting with control by the Company (by one transaction or by a series of related transactions) of the whole or substantially the whole of its property, undertaking or assets;
"Shareholder"	means a holder of Shares from time to time;
"Shareholders' Agreement"	means the shareholder agreement entered into between the Shareholders and the Company on the Adoption Date; and
"Shares"	means any issued shares in the Company (each being a "Share").

Shares

2. SHARE CAPITAL

The issued share capital of the Company at the Adoption Date is £1.6666 divided into 16,666 Ordinary Shares.

3. SHARES RIGHTS AS TO DIVIDEND AND DISTRIBUTIONS AND VOTING

3.1 Each class of Shares shall have the right to benefit from dividends declared in respect of such class of Shares and shall (save to the extent provided expressly herein) benefit from equal rights of distribution on winding up.

3.2 Subject to any other provisions in these Articles concerning voting rights, Shares shall confer on each holder of Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each Share shall carry one vote per share.

3.3 Where Shares confer a right to vote, votes may be exercised:

3.3.1 on a show of hands by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding shares with votes shall have one vote); or

3.3.2 on a poll by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding shares with votes shall have one vote for each such share held).

4. PURCHASE OWN SHARES

4.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

4.1.1 £15,000; and

4.1.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

5. ALLOTMENT OF SHARES

5.1 If the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the same terms, and at the same price, as those Relevant Securities are being offered to other persons on a *pari passu* and pro rata basis to the number of Shares held by the Shareholders. The offer:

5.1.1 shall be in writing and give details of the number and subscription price of the Relevant Securities; and

- 5.1.2 may stipulate that any Shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which each is entitled shall, in its acceptance, shall state the number of excess Relevant Securities (the "**Excess Securities**") for which they wish to subscribe.
- 5.2 Any Relevant Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 5.1 shall be used for satisfying any requests for Excess Securities made pursuant to Article 5.1. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with Article 5.1 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him or her). After that allotment, any Excess Securities remaining shall be offered, subject to Article 5.3, to any other person as the Board (acting with the approval of the Founder Director (unless the Founder is or has become a Leaver)) may determine, at the same price and on the same terms as the offer to the Shareholders.
- 5.3 Subject to Article 5.1 and Article 5.2 and to sections 549 to 551 (inclusive) of the Act, any Relevant Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper (acting with the approval of the Founder Director (unless the Founder is or has become a Leaver)).
- 5.4 Sections 561 and 562 of the Act do not apply to an allotment of Shares made by the Company.

6. TRANSFER OF SHARES – GENERAL

- 6.1 No transfer of any Share shall be made or registered unless such transfer complies with the provisions of these Articles and the transferee has, if so required by the terms of the Shareholders' Agreement, first entered into a deed of adherence pursuant to the Shareholders' Agreement. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the transfer is to a minor or (iii) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles.
- 6.2 For the purposes of these Articles the following shall be deemed (but without limitation) to be a transfer by a holder of Shares:
- 6.2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of Shares that a Share be allotted or issued or transferred to some person other than himself/herself; and
- 6.2.2 any sale or any other disposition of any legal or equitable interest in a Share (including any voting right attached to it), (i) whether or not by the relevant holder; (ii) whether or not for consideration; and (iii) whether or not effected by a written instrument.

7. VOLUNTARY TRANSFERS

- 7.1 Save as otherwise provided in these Articles, every member who desires to transfer Shares (the "**Seller**") shall give to the Company notice in writing of such desire (a "**Transfer Notice**"), setting

out the number of Shares which he or she wishes to transfer ("**Sale Shares**"), the name of the any third party to whom he/she proposes to sell or transfer the Sale Shares and; the price at which he/she wishes to transfer the Sale Shares ("**Transfer Price**").

- 7.2 A Transfer Notice shall constitute the Company the Seller's agent for the sale of the Shares specified therein (the "**Sale Shares**").
- 7.3 The Board shall be entitled to notify the Seller ("**Price Notice**") that the Transfer Price is too high, in which case the Seller and the Board shall try to agree a fair price for the Sale Shares. If no price can be agreed within 28 days of the Transfer Notice being given, the Board shall be entitled to instruct the Expert Valuer to determine, in his or her opinion the Fair Value, which shall then constitute the "Transfer Price" for the purposes of any sale of the Shares. On receiving notification of the Fair Value from the Board, the Seller shall be entitled to withdraw the Transfer Notice provided that the Seller bears the cost of appointing the Expert Valuer. If the Transfer Notice is not withdrawn, the Expert Valuer costs will be borne by the Company.
- 7.4 No Shareholder shall be entitled, without the consent of the Board (or in the case of the Founder without Investor Consent), to transfer his/her shares under this Article 7 unless he/she proposes to transfer all of the Shares held by him/her from time to time.
- 7.5 Provided the Founder is not the Seller, the Sale Shares shall first be offered to the Founder at the Transfer Price. The Founder shall have 20 Business Days from the date of the offer in which to accept the offer (the "**Initial Acceptance Period**") by notice in writing to the Seller stating whether she is willing to purchase any, and if so the number of the Shares for sale which she wishes to purchase and within 30 days of the expiry of the Initial Acceptance Period. The Company shall duly allocate such number of Sale Shares to her, giving notice of such allocation to the Seller.
- 7.6 If at the end of the Initial Acceptance Period any Shares remain unsold (the "**Remaining Shares**") or if the Founder is the Seller, within 20 Business Days of: (a) the date of the Transfer Notice or if a Price Notice is served (b) agreement on the Transfer Price, the Sale Shares shall be offered to the other Shareholders (excluding the Seller and if the Founder has already been offered the shares pursuant to Article 7.5, excluding the Founder) (the "**Remaining Shareholders**") in proportion (as nearly as may be) to their existing holdings of shares as a percentage of the existing holdings of Shares of the Remaining Shareholders in aggregate (the "**Proportionate Entitlement**") by way of notice from the Board to the Remaining Shareholders ("**Offer Notice**").
- 7.7 Each holder of shares shall state, in writing, within 20 Business Days from the date that the Offer Notice is served whether he/she is willing to purchase any and, if so, how many of the Sale Shares he/she wishes to purchase. It shall be open to each such holder to specify if he/she is willing to purchase Sale Shares in excess of their Proportionate Entitlement ("**Excess Sale Shares**") and, if the holder does so specify, the number of Excess Sale Shares they wish to acquire.
- 7.8 Within 30 days of the expiry of the period set out in Article 7.7 the Board shall allocate the Sale Shares in the following manner:
 - 7.8.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or

7.8.2 if the total number of Sale Shares applied for is more than the available number of Sale Shares:

- (a) each holder shall be allocated his/her Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied); and
- (b) applications for Excess Sale Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which shares held by such holder bears to the total number of shares held by all such holders applying for Excess Sale Shares PROVIDED THAT such holder shall not be allocated more Excess Sale Shares than he/she shall have stated himself/herself willing to take,

and in either case the Board shall forthwith give notice ("**Allocation Notice**") of each such allocation to the Seller and each of the persons to whom Sale Shares have been allocated and shall specify the place and time (being not later than ten Business Days after the date of such notice) at which the sale of the Sale Shares shall be completed.

7.9 Upon allocations being made to the Founder or the Remaining Shareholders pursuant to the Allocation Notices in Article 7.8 above:

7.9.1 the Seller shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notices to the Founder and/or Remaining Shareholders named therein at the time and place specified in the Allocation Notices free from any lien, charge or encumbrance;

7.9.2 if the Seller makes default in so doing, the Company shall forthwith be deemed to be the duly appointed attorney of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller:

7.9.2.1 a transfer of the relevant Sale Shares to the Founder and/or Remaining Shareholders; and

7.9.2.2 all such consents, written resolutions and proxies as the appointed attorney shall consider to be necessary or desirable for the purposes of any general meeting of the Company relating to or associated with or required to enable the sale of Sale Shares to proceed;

7.9.3 the Company may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the relevant applicant in the register of members as the holder or holders by transfer of the Sale Shares so purchased by the applicant; and

7.9.4 the Company shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he/she shall deliver up his/her certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in

respect of any lost certificate) to the Company when he/she shall thereupon be paid the purchase money.

7.10 In the event of all the Sale Shares not being sold under the preceding paragraphs of this Article 7, the Seller may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all the Sale Shares or any Sale Shares which have not been sold to any person or persons at any price not less than the Transfer Price provided that:

7.10.1 the Board shall if instructed by the Founder (unless the Founder is or has become a Leaver), refuse registration of the proposed transferee if the proposed transferee (or person for whom it is a nominee) is reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and/or its subsidiaries or if the proposed transferee is associated with any business which is likely to damage the Ethos of the Company;

7.10.2 the Seller shall not be entitled, save with the written consent of all the other Shareholders, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;

7.10.3 any such sale shall be a bona fide sale and the Board may request such information as it reasonably deems necessary to satisfy itself that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the Buyer and, if not so satisfied, may refuse to register the instrument of transfer; and/or

7.10.4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Seller to procure the making of an offer in accordance with the Tag Along provisions set out at Article 10 below until such time as such offer has been made and, if accepted, completed.

8. PERMITTED TRANSFERS

8.1 Notwithstanding any other provision of these Articles:

8.1.1 an Investor may transfer all or some of its or her Shares to a Permitted Transferee and a Permitted Transferee may transfer those Shares back to any Investor with written notice to the Board provided that the Permitted Transferee is not a competitor of the Company and is not associated with any business which is likely to damage the Ethos of the Company; and

8.1.2 the Founder may transfer all or some of her Shares to a Permitted Transferee and a Permitted Transferee may transfer those Shares back to the Founder with written notice to the Board.

8.2 If a Permitted Transferee dies, ceases to be a Permitted Transferee or becomes bankrupt or insolvent, any Shares transferred pursuant to Article 8.1 will (if possible) automatically transfer back to the Shareholder which transferred them pursuant to Article 8.1 (the "Transferor") or to another Permitted Transferee if so instructed by the Transferor. Where this is not possible, the provisions set out in the Articles 9.1 and 9.2 shall apply.

- 8.3 If any of the circumstances referred to in Article 9.1.1 – 9.1.5 (inclusive) apply to the Transferor, the Shares held by their Permitted Transferee shall be dealt with in accordance with Articles 9.1 and 9.2 as though the Transferor still held the Shares in question.

9. COMPULSORY TRANSFERS AND SUSPENSION OF VOTING RIGHTS

- 9.1 In this Article 9, a “**Transfer Event**” means, in relation to any holder of Shares (a “**Compulsory Transferor**”):

- 9.1.1 becoming bankrupt or insolvent;
- 9.1.2 death (save, in the case of the Founder whose Shares shall be dealt with in accordance with Articles 9.4 – 9.7 (inclusive));
- 9.1.3 a holder making any arrangement or composition with his or her creditors generally;
- 9.1.4 a holder attempting to deal with or dispose of any share or any interest in it otherwise than in accordance with these Articles; or
- 9.1.5 if there is a change in Control of any Investor such that the Investor is controlled by a competitor of the Company or is associated with any business which is likely to be damaging to the Ethos of the Company,

in each case, unless the Board, at its discretion (and with the consent of the Founder Director, other than where the Founder (or her Permitted Transferees) is the Compulsory Transferor or the Founder is or has become a Leaver) resolves that such event is not (in whole or in part) a Transfer Event in relation to that holder for the purposes of this Article 9.

- 9.2 Subject to Article 9.1, upon the happening of any Transfer Event:

- 9.2.1 the Compulsory Transferor in question shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by them (a “**Deemed Transfer Notice**”). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same shares except for shares which have then been validly transferred pursuant to that Transfer Notice;
- 9.2.2 the Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with Article 7 as if they were Sale Shares in respect of which a Transfer Notice had been given save that:
 - (a) a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date upon which the Board becomes aware that the relevant event is a Transfer Event; and
 - (b) the Sale Price shall be a fair value price per Sale Share as agreed between the Seller and the Board or in default of agreement within 10 Business Days after the date of the Transfer Event, as assessed by the Expert Valuer in accordance with Article 12.

- 9.3 The Directors shall refuse to register any transfer, disposal or charging of any interest of or in any Shares not made strictly in accordance with the terms of these Articles.

Suspension of Voting Rights

9.4 All voting rights attached to:

9.4.1 any Leaver's Shares held by the Leaver; or

9.4.2 any Shares held by a Compulsory Transferor (or their Permitted Transferees)

shall be suspended unless otherwise determined by a majority of the other Shareholders (not including the Leaver or Compulsory Transferor) from the Leaver Date (in the case of a Leaver) and from the date of the Transfer Notice (in the case of a Compulsory Transferor).

9.5 Any Leaver's Shares or Compulsory Transferor's Shares whose voting rights are suspended pursuant to Article 9.4 (**Restricted Shares**) shall have no right to receive notice of or attend general meetings of the Company and have no right to vote either in person or by proxy or to vote on any proposed written resolution.

9.6 Voting rights suspended pursuant to Article 9.4 shall be automatically restored to the Restricted Shares:

9.6.1 immediately prior to a Sale or Listing ; or

9.6.2 upon completion of the transfer of the Restricted Shares (as evidenced by the transferee's name being entered in the Company's register of members).

9.7 For the avoidance of doubt, save for the suspension of voting rights set out in Article 9.4, the Shareholder shall retain all other rights in relation to the Restricted Shares, including their rights of pre-emption and first refusal.

10. TAG ALONG

10.1 In the event of a proposed transfer of Shares (other than a transfer of Shares made pursuant to Article 8), after going through the pre-emption procedure set out in Article 7, the provisions of this Article 10 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of the Shares (the "**Proposed Transfer**") which would, if carried out, result in any person (the "**Buyer**"), and any person acting in concert with the Buyer, acquiring a Controlling Interest in the Company.

10.2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (the "**Offer**") to the other Shareholders to buy all of the Company's issued Shares on the same terms as the offer made to the Seller and, in particular, for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person acting in concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 6 months preceding the date of the Proposed Transfer (the "**Specified Price**").

10.3 The Offer shall be given by written notice (the "**Offer Notice**"), at least 10 Business Days (the "**Offer Period**") before the proposed sale date (the "**Sale Date**"). To the extent not described in any accompanying documents, the Offer Notice shall set out:

10.3.1 the identity of the Buyer;

- 10.3.2 the purchase price and other terms and conditions of payment;
 - 10.3.3 the Sale Date; and
 - 10.3.4 the number of Shares proposed to be purchased by the Buyer (the **"Offer Shares"**).
- 10.4 If the Buyer fails to make the Offer to all of the Shareholders, the Seller shall not be entitled to complete the sale and the Company shall not register any transfer intended to effect that sale.
- 10.5 If the Offer is accepted by any Shareholder (the **"Accepting Shareholder"**) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- 10.6 The Proposed Transfer is subject to the pre-emption provisions of Article 7, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

11. DRAG ALONG

- 11.1 If the holders of 70% of the Shares in aggregate (to include the Founder) wish to transfer all of their interest in their respective Shares (the **"Sellers' Shares"**) to a bona fide arm's length purchaser (the **"Proposed Buyer"**), such shareholders (the **"Selling Shareholders"**) may require all the other Shareholders (the **"Called Shareholders"**) to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer) on the same terms and for the same consideration in cash per share as the Selling Shareholders and in accordance with the provisions of this Article (the **"Drag Along Option"**).
- 11.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (the **"Drag Along Notice"**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify that:
- 11.2.1 the Called Shareholders are required to transfer all their Shares (the **"Called Shares"**) pursuant to this Article 11;
 - 11.2.2 the person to whom the Called Shares are to be transferred;
 - 11.2.3 the consideration payable for the Called Shares; and
 - 11.2.4 the proposed date of the transfer.
- 11.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 11.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 11.
- 11.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares.
- 11.6 The rights of pre-emption set out in these Articles shall not apply to any transfer of shares to a

Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served.

- 11.7 Within 20 Business Days of the Proposed Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company. On the expiration of that 20 Business Day period, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due in cash to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 11.8 To the extent that the Proposed Buyer has not, on the expiration of the 20 Business Day period referred to in Article 11.7, put the Company in funds to pay the consideration due, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 11 in respect of their Shares.
- 11.9 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent and attorney to execute all necessary transfer(s) on his or her behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 11.9.
- 11.10 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company, or on 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. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 11 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.

12. VALUATION OF SHARES

- 12.1 If no Transfer Price can be agreed between the Seller and the Company in accordance with the provisions of Article 7.3 or Article 9.2.2 then, on the date of failing agreement, the Company shall either:
- 12.1.1 appoint an expert valuer in accordance with Article 12.2 (**Expert Valuer**) to certify the Fair Value of the Shares the subject of the Sale Notice; or
- 12.1.2 (if the Fair Value for Shares has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Shares will be calculated by dividing any Fair Value so certified by the number of Shares to which it related and

multiplying such Fair Value by the number of the Shares the subject of the Price Notice.

12.2 The Expert Valuer will be either:

12.2.1 the Auditors; or

12.2.2 (if otherwise agreed by the Board and the Seller (or, in the case of the Founder being the Seller, agreed by the other Shareholders and the Seller and any reference in this Article 12 to the "Board" shall be to the other Shareholders in that instance)) 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 on which the Board and the Seller failed to reach agreement under Article 7.3 or Article 9.2.2) to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party.

12.3 The Fair Value of the Sale Shares shall be the fair value determined by the Expert Valuer on the following assumptions and bases:

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

12.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;

12.3.3 that the Sale Shares are capable of being transferred without restriction; and

12.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the Shares without any premium or discount being attributable to the percentage of the Shares which they represent.

12.4 If any difficulty arises in applying any of these assumptions then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.

12.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.

12.6 The Expert Valuer shall act as experts and not arbitrators and their determination shall be final and binding on the Company and all the holders of the Shares (in the absence of fraud or manifest error).

12.7 The Board will give the Expert Valuer 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.

12.8 The Expert Valuer shall deliver their certificate to the Board. As soon as the Company receives the certificate of Fair Value it shall delivery a copy of it to the Seller.

13. LIEN, CALLS ON SHARES AND FORFEITURE

13.1 The Company shall have a first and paramount lien on every Share (not being a fully paid share)

for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any amount payable in respect of it.

- 13.2 The Company may sell in such manner as the Directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. This lien shall attach also to fully paid Shares, and the Company shall also have a first and paramount lien on all Shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company (whether that person is the full registered holder of those Shares or one of two or more joint holders) for all sums presently payable by him/her or his/her estate to the Company.
- 13.3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 13.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.
- 13.5 Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on her or his Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him or he notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 13.6 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 13.7 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 13.8 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part.
- 13.9 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and

payable by virtue of a call.

- 13.10 Subject to the terms of allotment, the directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares.
- 13.11 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited and all expenses that may have been incurred by the Company by reason of such non-payment
- 13.12 If the notice is not complied with any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.
- 13.13 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 13.14 A person any of whose Shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him or her to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 13.15 A statutory declaration by a Director or the secretary that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall her/his title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the Share.

Shareholders

14. NOTICES OF GENERAL MEETINGS

Every notice convening a general meeting shall comply with the provisions of section 325(1) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of, and other communications relating to, any general meeting which any member is

entitled to receive shall be sent to the Directors and to the auditors of the Company.

15. QUORUM AT GENERAL MEETINGS

- 15.1 The quorum for a general meeting shall be two members present in person or by proxy, including any Investor or a duly appointed representative (unless there is only one member, in which case the quorum shall be one).
- 15.2 If a quorum is not present within half an hour from the time appointed for the start of a general meeting the meeting shall be adjourned for a period of 14 Clear Days at the same time and place, or at such other time and place as the Directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for its start then the members present shall constitute a quorum.
- 15.3 Article 41 of the Model Articles shall not apply to the Company.

Directors

16. NUMBER OF DIRECTORS

Subject to the provisions of the Shareholders' Agreement the maximum number and the minimum number of Directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination, the maximum number of directors shall be 7 and the minimum number shall be one. Whenever the minimum number of Director is one, a sole Director shall have authority to exercise all the powers and discretions vested in the Directors generally, and Article 11 of the Model Articles (which relates to the quorum at board meetings) is modified accordingly.

17. APPOINTMENT OF DIRECTORS

- 17.1 Subject to the provisions of the Shareholders' Agreement and the remaining provisions of this Article 17 and with the consent of the Founder Director (unless the Founder is or has become a Leaver), the Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a Director, to fill a vacancy provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with the Shareholders' Agreement and these articles as the maximum number of Directors and for the time being in force.
- 17.2 The Investor Majority shall for so long as the Investors between them or solely retain a shareholding greater than or equal to 10% of the fully diluted, issued share capital of the Company, be entitled by written notice to the registered office of the Company at any time to appoint and remove any person as a non-executive director of the Company, who shall be designated as an investor director ("**the Investor Director**") for the purposes of this Agreement and who must be approved by the consent of the Founder unless the Founder is or has become a Leaver (such approval not to be unreasonably withheld or delayed) and who must agree to adhere to any terms of appointment (including as to confidentiality) as the Founder may reasonably require (unless the Founder is or has become a Leaver) prior to the person being appointed as a Director. No remuneration or expenses shall be payable to the Investor Director except reasonably incurred expenses which shall only be payable if agreed in advance in writing between the Board and the Investor Director, and only then in respect of costs actually incurred

and upon proof of receipt.

- 17.3 In the event that an Investor Director is not appointed, the Investor Majority shall be entitled by written notice to the registered office of the Company to appoint, remove and replace an observer ("**Observer**") who shall be entitled to receive all Board papers and notice of all Board meetings and to attend and speak but not vote at all Board meetings. The appointment, removal and replacement of any Observer shall be made by notice in writing to the Company from the Investor Majority.
- 17.4 For such times as a Founder retains a shareholding greater than 5% of the fully diluted, issued Share capital of the Company and in the event she ceases to be a Director, by written notice to the registered office of the Company, such Founder may appoint and maintain in office, remove or substitute as a director of the Company one person to act as a Director who must be approved by the Investor Director (such approval not to be unreasonably withheld or delayed) and who must agree to adhere to any terms of appointment (including as to confidentiality) as the Investor Director may reasonably require prior to the person being appointed as a Director.

18. BOARD MEETINGS

- 18.1 The Company shall send to the Board:

- 18.1.1 reasonable advance notice of each Board meeting and each committee of it (if any);
- 18.1.2 a written agenda for each Board meeting and each committee meeting, accompanied by all relevant papers; and
- 18.1.3 as soon as practicable after each such meeting, a copy of the minutes or committee minutes of such meetings.

- 18.2 The quorum for a Board meeting shall be 2 Directors, which must include an Investor Director (if appointed) and a Founder Director (if appointed) or their substitute appointed in accordance with Article 17. If no Investor Director is appointed, the quorum shall be 1 Director (to include the Founder Director (if appointed)). If the provisions of Article 23.1 or Article 24.1 apply and a Director is not authorised to vote on a particular matter, a meeting shall be held solely to vote on the matter in question and if only 1 Director is eligible to vote, the quorum for the meeting shall be 1 Director.
- 18.3 In the event notice of a meeting of the Directors has been correctly given and a quorum is not constituted at such meeting of the Directors after half an hour from the time appointed for such meeting then the Directors present shall adjourn the meeting for a period of seven Clear Days (and shall notify immediately (in writing) the absent Directors of the date, time and venue for such adjourned meeting) and in the event that at such adjourned meeting a quorum is still not present then those Directors present shall constitute a quorum (notwithstanding the provisions of this Article) to enable the adjourned meeting to proceed with the business of the agenda for that meeting.
- 18.4 Save as otherwise provided in these Articles, questions arising at any Board meeting shall be decided by a majority of votes. In the case of any equality of votes, the chairman, who shall be the Founder or any Director appointed by the Founder (if so appointed) pursuant to Article 17

shall have a second or casting vote.

18.5 Article 18.2 notwithstanding, the Board undertakes to any Investor that, if an Observer has been appointed, no Board meeting shall take place unless the obligations set out in Article 18.2 above are fulfilled and the Observer is in attendance (whether in person or by telephone) or, having received the agenda no less than 14 Clear Days prior to the proposed date of the meeting, the Observer has consented in writing to the meeting taking place in her or his absence, provided that, any such consent shall be subject to the Board discussing and voting only on issues set out in the agenda circulated pursuant to Article 18.1.

18.6 Board meetings may be held by telephone and for the purposes of determining whether the quorum for the transaction of the business of the Directors exists any Director or Directors in communication with any other Director or Directors shall be counted in the quorum and Article 11 of the Model Articles shall be modified accordingly.

19. RETIREMENT OF DIRECTORS

The Directors shall not be required to retire by rotation.

20. DIRECTORS' BORROWING POWERS

Subject to the provisions of the Shareholders' Agreement the Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and, subject (in the case of any security convertible into Shares) to section 551 of the Act, to grant any mortgage, charge of standard security over the Company's undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

21. ALTERNATE DIRECTORS

21.1 An alternate Director shall not be entitled as such to receive any remuneration from the Company, except that they may be paid by the Company such part (if any) of the remuneration otherwise payable to the director by the Company as the director shall from time to time direct.

21.2 A Director may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom she or he represents in addition to her or his own vote (if any) as a Director, but she or he shall count as only one for the purpose of determining whether a quorum is present.

22. GRATUITIES AND PENSIONS

The Directors may exercise the powers of the Company conferred by these Articles and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

23. DIRECTORS' INTERESTS IN TRANSACTIONS

23.1 At any meeting of the Directors (or of any Committee of the Directors) a Director may vote on

any resolution, notwithstanding that it in any way concerns or relates to a matter in which she or he has, directly or indirectly, any kind of interest, save that this does not apply in relation to a Director when determining whether they have committed a breach of their service agreement and in which case they are not entitled to vote on such a determination . If she or he does vote on any such resolution, her or his vote shall be counted. Such a Director shall be counted as part of the quorum present at the meeting (and in relation to such a resolution) whether or not the Director votes on the resolution.

23.2 Articles 14 of the Model Articles shall not apply to the Company.

24. SITUATIONAL CONFLICTS OF INTEREST

Authorisation of Situational Conflicts

24.1 For the purposes of section 175 of the Act, the Directors (by a majority of the Board) or the Shareholders (by special resolution) shall have the power to authorise, in accordance with the provisions of these Articles, any matter or situation proposed to them by a Director (the "**Interested Director**") which would, if not so authorised, constitute a breach of section 175 of the Act (to avoid conflicts of interest) (a "**Situational Conflict**"). Any authorisation of a Situational Conflict under this Article 24 may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter of situation so authorised.

24.2 The Interested Director must provide the Directors or the Shareholders (as the case may be) with such details as are sufficient for the Directors or the Shareholders to decide whether or not to authorise the Situational Conflict, together with such additional information as may be reasonably requested by the Directors or the Shareholders.

24.3 If the Directors or the Shareholders authorise a Situational Conflict, they may provide (whether at the time of giving the authority or subsequently) that the Interested Director:

24.3.1 not be permitted to receive certain documents or other information relating to the Situational Conflict;

24.3.2 not be permitted to attend discussions (whether at Board meetings or otherwise) relating to the Situational Conflict;

24.3.3 may or may not vote (or may or may not be counted in the quorum) at any future Board meeting in relation to the Situational Conflict;

24.3.4 not be required to account by reason of being a Director (or because of a fiduciary relationship established by reason of being a Director) to the Company for any remuneration, profit or other benefit which he derives from or in connection with a Situational Conflict which has been duly authorised by the Shareholders and the receipt of any such remuneration, profit or other benefit shall not constitute a breach of his duty under section 176 of the Act;

24.3.5 not be required to disclose to the Company any confidential information received by him by virtue of his Situational Conflict and otherwise than by virtue of his position as a Director of the Company, if to do so would breach any duty of confidentiality to any third party; and/or

- 24.3.6 comply with such other terms or conditions as the members reasonably think fit.
- 24.4 The Shareholders may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

Directors' Situational Conflicts

- 24.5 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act to the extent that it is the subject of this Article 24.5), a Director may, at any time be a Director or other officer of, employed by, hold Shares or other securities in, or otherwise be interested, whether directly or indirectly, in:
- 24.5.1 any entity which, directly or indirectly, holds Shares in the Company (a "**Relevant Investor**") and as such the Director may, on behalf of the Relevant Investor, give or withhold any consent or give any direction required of any Relevant Investor or Relevant Investors pursuant to the terms of any subscription, investment or shareholders' agreement relating to the Company, or of any similar agreement or document ancillary to such an agreement; or
- 24.5.2 any other Company in which a Director or Relevant Investor also holds Shares or other securities or is otherwise interested, whether directly or indirectly

(a "**Shareholder Director Interest**"),

provided that where, in the case of a Shareholder Director Interest, the other company is a competitor of the Company the provisions set out in Article 24.1 shall continue to apply to any such situational conflict.

- 24.6 Notwithstanding his office or the existence of an actual or potential conflict between any Shareholder Director Interest (as described in Article 24.5 above) and the interests of the Company which would fall within the ambit of section 175(1) of the Act the Director shall:
- 24.6.1 be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Shareholder Director Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as other Directors other than where the Shareholder Director Interest relates to a company in which a Director or Relevant Investor holds Shares or other securities or in which they are otherwise interested being a competitor of the Company;
- 24.6.2 not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any interest;
- 24.6.3 be entitled to consult freely about the Company and its affairs with, and to disclose, for investment appraisal purposes, Confidential Information to, any investor in the Company or any other person on whose behalf it is investing in the Company, and to the Company's auditors, lenders and proposed lenders (or with and to any of its or their professional advisers); and

- 24.6.4 not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by him by virtue of his interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to a third party.

Directors' Situational Conflicts – disclosure of interests

- 24.7 Any Director who has a Shareholder Director Interest shall, as soon as reasonably practicable following the relevant interest arising, disclose to the Board the existence of such interest and the nature and extent of such interest so far as the relevant Director or other Director is able at the time the disclosure is made provided that no such disclosure is required to be made of any matter in respect of which the relevant Director or other Director owes any duty of confidentiality to any third party. A disclosure made to the Board under this Article 24.7 may be made either at a meeting of the Board or by notice in writing to the Company marked for the attention of the Directors.
- 24.8 No contract entered into shall be liable to be avoided by virtue of:
- 24.8.1 any Director having an interest of the type referred to in Article 24.1 where the relevant Situational Conflict has been approved as provided by that Article or which is authorised pursuant to Article 24.1; or
- 24.8.2 any Director having a Shareholder Director Interest which falls within Article 24.5 or which is authorised pursuant to Article 24.1.
- 24.9 For the purposes of this Article 24, “**Confidential Information**” means Confidential Information” means all information (whether oral or recorded in any medium) relating to the Company's business, financial or other affairs (including future plans of the Company) which is treated by the Company as confidential (or is marked or is by its nature confidential).

25. COMPANY SEAL

- 25.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the Directors or any committee of Directors.
- 25.2 Model Article 49(3) is modified by the deletion of all words which follow the “,” after the word “document” and they are replaced with “the document must also be signed by:
- (a) one authorised person in the presence of a witness who attests the signature; or
- (b) two authorised persons”.

26. INDEMNITY

- 26.1 Every Director, or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which she or he may sustain or incur in or about the execution of the duties of her or his office or otherwise in relation thereto, including any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in her or his favour or in which she or he is acquitted, or in connection with any application under section 661 or section 1157 of the Act in which relief is granted to him or her by the Court; and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to be incurred by the Company in the execution of the duties of

her or his office or in relation thereto. But this Article shall have effect only in so far as its provisions are not avoided by section 232 and 532 of the Act.

26.2 The Directors may purchase and maintain for any Director, officer or auditor of the Company, insurance against any such liability as is referred to in section 232 and 532 of the Act.

26.3 Article 52 of the Model Articles shall not apply to the Company.