

Company Number: 06934128

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

ADAPTIVE LAB LIMITED (the Company)

Pursuant to Chapter 2 of part 13 of the Companies Act 2006 (the "Act")

Circulation date 25 January 2018

Pursuant to Chapter 2 of part 13 of the Act, the director of the Company proposes that Resolution 1 below is passed as a special resolution and Resolutions 2 below is passed as an ordinary resolution of the Company.

Special Resolution:

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

Ordinary Resolution:

2. THAT the ^{10,000}~~X~~ ordinary share of ^{£0.0001 each JH}~~X~~ in the capital of the Company be subdivided into 100,000 ordinary shares of £0.00001 each in the capital of the Company.

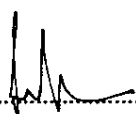
I the undersigned, being the only member of the Company who at the date of circulation of these resolutions would have been entitled to vote on the resolutions, agree to the above resolutions.

The undersigned, being the only person entitled to vote on the above Resolutions on 25 January 2018 hereby irrevocably agree to the Resolutions.

Signed by:

James Haycock

Date


.....
25/1/18
.....

WEDNESDAY



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A717F4M1

07/03/2018

COMPANIES HOUSE

#4

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand or by posting it to the registered office at Second Floor, Victoria House, Leonard Circus, London, England, EC2A 4DQ.
2. If you do not agree to the Resolutions you do not need to do anything, you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless by 28 days from the date of these Resolutions, 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 before or during this date.
5. 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.
6. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

No 06934128

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

ADAPTIVE LAB LIMITED

Adopted by Special Resolution passed on

20th March 2013

JH

COMPANY HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF
ADAPTIVE LAB LIMITED

- 1) The Companies Name is ADAPTIVE LAB LIMITED
- 2) The Companies registered office is to be situated in England and Wales
- 3) The Liability of the members is limited.

Each subscriber to this memorandum of association wishes to form a company and we agree to take the number of shares shown opposite our name.

James Haycock	1
1 Whatcotts Yard	
Palantine Road	
London	
N16 8ST	

Total	1
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No 06934128

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ADAPTIVE LAB LIMITED

Adopted by Special Resolution passed on

20th March 2013

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 **Defined terms**

1 1 In these articles, unless the context requires otherwise.

"appointor" has the meaning given in article 23,

"Articles" means the company's articles of association for the time being in force;

"associated company" means any subsidiary or holding company of the company or any other subsidiary of the company's holding company;

"Auditors" means the auditors of the company for the time being or, if the company has lawfully not appointed auditors, its accountants for the time being, or, if in either case such firm is unable or unwilling to act in any particular case, such firm of chartered accountants as may be agreed between the directors of the Company and the proposing transferor (as defined in article 35.2) or, in default of agreement, as may be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales or any successor body;

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

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"CA 2006" means the Companies Act 2006;

"chairman" has the meaning given in article 12.2;

"chairman of the meeting" has the meaning given in article 52.3;

"Companies Acts" means the Companies Acts (as defined in section 2 CA 2006), in so far as they apply to the company;

"Conflict" has the meaning given in article 15.1;

"Controlling Interest" means an interest in shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the company;

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"distribution recipient" has the meaning given in article 44.2;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 CA 2006;

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

"Employee Benefit Trust" means any trust set up by the Company from time to time following a recommendation of the directors to hold shares issued from the Option Pool and to transfer them (or to grant options to acquire them) to Employee Members;

"Employee Member" means who is or has been a director and/or an employee of or a consultant to the Company or any of its subsidiaries to whom shares have been issued or to whom shares are proposed to be issued;

"Family Trust" means a trust which permits the settled property or the income therefrom to be applied only for the benefit of:

- (a) the settlor and/or a Privileged Relation of that settlor; or
- (b) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities),

and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the settlor or the Privileged Relations of the settlor. For the purposes of this definition **"settlor"** includes a testator or an intestate in relation to a Family Trust arising respectively under a settlement, testamentary disposition or an intestacy of a deceased member;

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

"hard copy form" has the meaning given in section 1168 CA 2006;

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;

"instrument" means a document in hard copy form;

"Material Breach" in relation to a director or employee or consultant means his gross misconduct or his material breach of the terms and conditions of his employment or consultancy or his material breach of his fiduciary duties to the company as the case may be;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) (as amended from time to time) and in force at the date of adoption of these articles,

"Option Pool" means an option pool of no more than 25% of the fully diluted share capital of the Company from time to time;

"ordinary resolution" has the meaning given in section 282 CA 2006;

"paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning given in article 10;

"Permitted Transferee" means a person to whom shares are validly transferred pursuant to articles 35.1 or 39;

"Privileged Relation" means in relation to a member means the spouse or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children;

"proxy notice" has the meaning given in article 58.1,

"relevant officer" means any director or other officer of the company or an associated company, but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

"Relevant Shares" means any shares in the capital of the company issued on or after the date of adoption of these Articles;

"shareholder" means a person who is the holder of a share;

"Shareholder Majority" means members holding 75% or more of the issued equity share capital of the Company.

"shares" means shares in the company;

"special resolution" has the meaning given in section 283 CA 2006;

"subsidiary" has the meaning given in section 1159 CA 2006;

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in the Model Articles) shall apply as the articles of the Company.
- 1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the CA 2006 have the same meanings in these articles.

- 1.4 Headings in these Articles are for convenience only and shall not affect the construction or interpretation of these articles.
- 1.5 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.6.1 any subordinate legislation from time to time made under it; and
- 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Liability of members

- 2.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority

- 3.1 Subject to the Articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

4 Shareholders' reserve power

- 4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5 Directors may delegate

- 5.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- 5.1.1 to such person or committee;
- 5.1.2 by such means (including by power of attorney);
- 5.1.3 to such an extent;
- 5.1.4 in relation to such matters or territories; and
- 5.1.5 on such terms and conditions;
- as they think fit.

5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

6 Committees

6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

7 Directors to take decisions collectively

7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 7.2.

7.2 If—

(a) the company only has one director, and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

8 Unanimous decisions

8.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

8.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

8.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

9 Calling a directors' meeting

9.1 Any director may call a directors' meeting by giving not less than 3 business days' notice of the meeting (or by authorising the company secretary (if any) to give such lesser notice as all the directors may unanimously in writing agree) to the directors

9.2 Notice of any directors' meeting must indicate.

9.2.1 its proposed date and time;

- 9.2.2 where it is to take place;
 - 9.2.3 a brief agenda specifying the business to be dealt with; and
 - 9.2.4 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a directors' meeting shall be given to each director, but need not be in writing.
- 9.4 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 not more than 7 days 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

10 Participation in directors' meetings

- 10.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 10.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11 Quorum for directors' meetings

- 11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for the transaction of business at a meeting of directors shall never be less than Two, unless only One Director has been appointed when the Quorum shall be One.

12 Chairing of directors' meetings

- 12.1 Where there is more than One Director, the directors may appoint a director to chair their meetings.
- 12.2 The person so appointed for the time being is known as the chairman.
- 12.3 The directors may terminate the chairman's appointment at any time.
- 12.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

13 No casting vote

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

14 Transactions or other arrangements with the company

- 14.1 Subject to the provisions of CA 2006 and provided he has declared the nature and extent of his interest, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes, notwithstanding his office:

14.1.1 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

14.1.2 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise (directly or indirectly) interested;

14.1.3 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 CA 2006)) derives from any such contract, transaction or arrangement or from any office or employment or from any interest in any body corporate which he is permitted to hold or enter into by virtue of articles **Error! Reference source not found.**, or 14.1.1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 CA 2006; and

14.1.4 shall subject to article 15.1, be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) and shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, on any matter referred to in articles **Error! Reference source not found.** to 14.1.2 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any such resolution his vote shall be counted.

- 14.2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

- 14.3 Subject to article 14.4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is final and conclusive.

- 14.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

15 Directors' conflicts of interest

15.1 For the purposes of section 175 CA 2006, the directors may authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the company (a "Conflict"). Any such authorisation will be effective only if:

15.1.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and

15.1.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

The directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they may expressly impose but such authorisation is otherwise given to the fullest extent permitted. The directors may vary or terminate any such authorisation at any time.

For the purposes of the Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

15.2 A director shall be under no duty to the company with respect to any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a Conflict, this Article applies only if the existence of that relationship has been approved by the directors pursuant to article 15.1. In particular, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 CA 2006 because he fails:

15.2.1 to disclose any such information to the board or to any director or other officer or employee of the company; and/or

15.2.2 to use or apply any such information in performing his duties as a director of the company.

15.3 Where the existence of a director's relationship with another person has been approved by the board pursuant to article 15.1 and his relationship with that person gives rise to a Conflict, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 CA 2006 because he:

15.3.1 absents himself from meetings of the board at which any matter relating to the Conflict will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or

15.3.2 makes arrangements not to receive documents and instruments and information relating to any matter which gives rise to the Conflict sent or supplied by the company and/or for such documents and instruments and information to be received and read by a professional adviser,

for so long as he reasonably believes such Conflict subsists.

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

16 Records of decisions to be kept

- 16.1 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors
- 16.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

17 Directors' discretion to make further rules

- 17.1 Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

APPOINTMENT OF DIRECTORS

18 Number of directors

- 18.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be more than ten and shall not be less than one.

19 Methods of appointing directors

- 19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution of the members of the Company or by a decision of the directors.
- 19.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 19.3 For the purposes of paragraph 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 Termination of director's appointment

- 20.1 A person ceases to be a director as soon as:
- 20.1.1 that person ceases to be a director by virtue of any provision of the CA 2006 or is prohibited from being a director by law;
 - 20.1.2 a bankruptcy order is made against that person;

- 20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 20.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 20.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 20.1.6 notification is received by the company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms.

21 Directors' remuneration

- 21.1 Directors may undertake any services for the company that the directors decide.
- 21.2 Directors are entitled to such remuneration as the directors determine:
 - 21.2.1 for their services to the company as directors; and
 - 21.2.2 for any other service which they undertake for the company
- 21.3 Subject to the Articles, a director's remuneration may:
 - 21.3.1 take any form; and
 - 21.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

22 Directors' expenses

- 22.1 The company may at the discretion of the board of directors pay any reasonable expenses which the directors (including alternate directors) and the company secretary (if any) properly incur in connection with their attendance at:
 - 22.1.1 meetings of directors or committees of directors;
 - 22.1.2 general meetings; or
 - 22.1.3 separate meetings of the holders of any class of shares or of debentures of the company

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

23 Appointment and removal of alternate directors

23.1 Any director ("**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

23.1.1 exercise that director's powers; and

23.1.2 carry out that director's responsibilities

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

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

23.3 The notice must:

23.3.1 identify the proposed alternate; and

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

24 Rights and responsibilities of alternate directors

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

24.2 Except as the Articles specify otherwise, alternate directors.

24.2.1 are deemed for all purposes to be directors;

24.2.2 are liable for their own acts and omissions;

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

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

and, in particular, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

24.3 A person who is an alternate director but not, in the absence of such appointment, a director:

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

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

24.3.3 shall not be counted as more than one director for the purposes of articles 24.3.1 and 24.3.2.

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

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

25 Termination of alternate directorship

25.1 An alternate director's appointment as an alternate terminates:

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

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

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

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

SECRETARY

26 Secretary

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

PART 3

SHARES AND DISTRIBUTIONS

SHARES

27 All shares to be fully paid up

27.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.

27.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

28 Powers to issue different classes of share

- 28.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 28.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

29 Directors' authority to allot shares

- 29.1 Save (i) as authorised from time to time by an ordinary resolution of the shareholders, or (ii) in respect of any shares to be allotted to any Employee Benefit Trust from the Option Pool or to any Employee Member pursuant to the exercise of any options granted to such Employee Member from the Option Pool, 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.

30 Pre-emption rights on issue

- 30.1 Pursuant to section 567 CA 2006, the provisions of section 561 CA 2006 (existing shareholders' right of pre-emption) and section 562 CA 2006 (communication of pre-emption offers to shareholders) shall not apply to an allotment of equity securities (as defined in section 560 CA 2006) made by the company.
- 30.2 Subject to the provisions of article 29.1, save (i) in respect of any shares to be allotted to any Employee Benefit Trust from the Option Pool or to any Employee Member pursuant to the exercise of any options granted to such Employee Member from the Option Pool or (ii) with the written consent of the Shareholder Majority to dis-apply this article 30.2, all Shares which the directors propose to issue shall be dealt with in accordance with the following provisions of this article 30.2:
- 30.2.1 any Shares proposed to be issued shall first be offered to all the members in proportion to the number of existing shares held by them respectively;
- 30.2.2 each such offer shall be made by notice specifying the total number of shares being offered to the members as a whole, the proportionate entitlement of the member to whom the offer is made and the price per share (which shall be the same for each share) and shall require each member to state in writing within a period (not being less than fourteen days) specified in the notice whether he is willing to take any and, if so, what maximum number of the said shares he is willing to take up (up to his proportionate entitlement);
- 30.2.3 an offer if not accepted within the period specified in the notice as regards any shares, will be deemed to be declined as regards those shares. After the expiration of such period, any shares so deemed to be declined (or actually declined) by the holders of shares shall be offered in the proportion aforesaid to the holders of shares who have, within the said period, accepted all the shares offered to them,
- 30.2.4 pursuant to such offer and further offer made in accordance with this article 30.2 no fractions of shares shall be issued and where any shareholder would be entitled to a fraction of a share, the directors shall in

their absolute discretion determine how such fractions of shares shall be allocated amongst the shareholders so as to ensure that only whole shares are issued;

- 30.2.5 any shares not taken up following such offer and further offer made in accordance with this article 30.2 and any shares released from the provisions of this article 30.2 by shareholder consent in accordance with this article 30.2 shall be under the control of the directors, who may allot shares or grant rights over such shares to such persons, on such terms, and in such manner as they think fit.

31 Company not bound by less than absolute interests

- 31.1 Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the Articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

32 Share certificates

- 32.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

32.2 *Every certificate must specify:*

- 32.2.1 in respect of how many shares, of what class, it is issued;
- 32.2.2 the nominal value of those shares; and
- 32.2.3 the distinguishing numbers assigned to them (if any).

- 32.3 No certificate may be issued in respect of shares of more than one class.

- 32.4 If more than one person holds a share, only one certificate may be issued in respect of it.

- 32.5 Certificates must be executed in accordance with the Companies Acts.

33 Replacement share certificates

- 33.1 If a certificate issued in respect of a shareholder's share is damaged or defaced or said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

- 33.2 A shareholder exercising the right to be issued with such a replacement certificate.

- 33.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 33.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- 33.2.3 must comply with such conditions as to evidence and indemnity and the payment of a reasonable fee as the directors decide.

34 **Share transfers**

- 34.1 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 the transferor.
- 34.2 No fee may be charged for registering any instrument or transfer or other document relating to or affecting the title to any share.
- 34.3 The company may retain any instrument of transfer which is registered.
- 34.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 34.5 The directors may, giving their reasons therefor, refuse to register the transfer of a share, and if they do so, 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.

35 **Transfer of shares – pre-emption**

- 35.1 The provisions of articles 35.2 to 35.10 (inclusive) may be waived in any particular case in writing by the Shareholder Majority.
- 35.2 Subject to articles 35.1 and 39 (Permitted Transfers), 40 (Compulsory Transfers), 41 (Drag Along) or 42 (Tag Along) any person (hereinafter called "**the proposing transferor**") proposing to transfer any shares shall give notice in writing (hereinafter called a "**transfer notice**") to the company that he desires to transfer the same and specifying the price per share at which he is willing to sell them. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some only) of the shares comprised in the transfer notice together with all rights then attached thereto to any member or members holding shares of the same class as those comprised in the transfer notice and willing to purchase the same (hereinafter called "**purchasing members**") at the price specified therein or at the fair value certified in accordance with article 35.4 (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the directors given any time prior to completion of the transfer of the shares in question, or unless notified in writing to the company by the proposing transferor not more than three days following receipt by him of notice of the certified fair value of each share (if relevant) provided such transfer notice has not been served due to a compulsory transfer pursuant to article 40.
- 35.3 The shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor and any other person holding shares who has given or is deemed to have given a transfer notice) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "**the offer notice**") within seven days after the receipt by the company of the transfer notice. The offer notice shall:
- 35.3.1 state the identity of the proposing transferor, the number of shares comprised in the transfer notice and the price per share specified in the transfer notice and inform the members that shares are offered to them in accordance with the provisions of this article 35.3;

- 35.3.2 contain a statement to the effect that the shares are offered in the first instance in the proportion referred to in the opening sentence of this article 35.3 but go on to invite each member to state in his reply whether he wishes to purchase more or less shares than his proportionate entitlement and if so what number; and
- 35.3.3 state the period in which the offer may be accepted (not being less than twenty-two days or more than forty-two days after the date of the offer notice)

For the purpose of this article an offer shall be deemed to be accepted (subject to revocation as provided in article 35.2) on the day on which the acceptance is received by the company and may, if so specified in the acceptance, be accepted by a member in respect of a lesser number of shares than his full proportionate entitlement. If all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy any claims for additional shares (notified in response to the invitation referred to in article 35.3.2) as nearly as may be in proportion to the number of shares already held by the members claiming additional shares, provided that no member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable of being offered to the members in proportion to their existing holdings, except by way of fractions, the same shall be offered to the relevant members, or some of them, in such proportions as the directors may think fit.

- 35.4 If no price is specified in the transfer notice, then the sale price shall be agreed between the directors and the proposing transferor within twenty-one days after receipt of the transfer notice. If no such agreement is possible forthwith upon the expiry of such twenty-one day period the company shall instruct the auditors to certify the fair value of the shares comprised in the transfer notice at the date of that notice and the costs of producing such certificate shall be apportioned among the proposing transferor and the purchasing members (but borne solely by the proposing transferor in the case of any revocation of a transfer notice) and borne by any one or more of them as the auditors in their absolute discretion shall decide. In certifying the fair value as aforesaid no account shall be taken of the fact (if relevant) that the shares in question constitute a minority holding. In certifying the fair value the auditors shall be considered to be acting as expert and not as arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Forthwith upon receipt of the certificate of the auditors, the company shall by notice in writing inform all members of the sale price at which the shares comprised in the transfer notice are offered for sale
- 35.5 If purchasing members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in article 35.3, the company shall not later than seven days after the expiry of such appropriate period give notice in writing ("**the sale notice**") to the proposing transferor specifying the purchasing members and the number of shares to be purchased by each purchasing member and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing members.
- 35.6 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares on behalf of and as attorney for the proposing transferor in favour of the purchasing members. The receipt of the company for the purchase money shall be a

good discharge to the purchasing members. The company shall pay the purchase money into a separate bank account and shall hold the same on trust for the proposing transferor.

- 35.7 If the company shall not have found purchasing members for some or all of the shares comprised in the transfer notice within the appropriate period specified in article 35.3, then the proposing transferor shall, during the period of thirty days next following the expiry of the time so specified, be at liberty to transfer all (but not some only) of the shares comprised in the transfer notice to any person or persons provided that the price per share obtained upon such share transfer shall in no circumstances be less than the price per share specified in the transfer notice served in accordance with article 35.2 or as certified in accordance with article 35.4 (whichever shall be the lower) and the proposing transferor shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained as aforesaid. The directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the instrument of transfer.
- 35.8 Any transfer or purported transfer of a share made otherwise than in accordance with the foregoing provisions of articles 35.2 to 35.7 (inclusive), articles 35.1 and 39 (Permitted Transfers), 40 (Compulsory Transfers), 41 (Drag Along) or 42 (Tag Along) shall unless otherwise determined by Shareholder Majority be null and void and of no effect.
- 35.9 If and when required by notice in writing by the holder or holders of (in aggregate) a majority in nominal value of the other shares in the company so to do ("**the transfer call notice**") a member who transfers or purports to transfer any share in the company in breach of the provisions of these articles shall be bound to give a transfer notice in respect of the shares which he has transferred or purported to transfer in breach of these articles.

In the event of such member failing to serve a transfer notice within five days of the date of the transfer call notice such member shall be deemed to have given a transfer notice at the expiration of such period of five days and to have specified therein as the price per share the fair value of each share to be certified in accordance with article 35.4. The provisions of articles 35.2 to 35.7 (inclusive) shall apply mutatis mutandis. A transfer notice given or deemed given under this article 35.9 shall be irrevocable unless a Shareholder Majority give their consent to the contrary.

- 35.10 The directors may, in their absolute discretion decline to register any transfer which would otherwise be permitted under the foregoing provisions of this article 35 unless:
- 35.10.1 it is lodged at the office or at such other place as the directors may appoint and is 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; and
- 35.10.2 it is in respect of only one class of shares; and
- 35.10.3 it is in favour of not more than four transferees

- 35.11 Subject to article 35 10, the directors shall not refuse to register a transfer of shares made pursuant to articles 35.2 to 35 7 (inclusive) and articles 35.1, 39 (Permitted Transfers), 40 (Compulsory Transfers), 41 (Drag Along) or 42 (Tag Along).

36 Transmission of shares

- 36.1 If title to a share passes to a transmittee in accordance with these articles, the company may only recognise the transmittee as having any title to that share.

37 Exercise of transmittees' rights

- 37.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish and such transfer shall be subject to the provisions of article 35.
- 37.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it and such transfer shall be subject to the provisions of article 35.
- 37.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

38 Transmittees bound by prior notices

- 38.1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 37.2, has been entered in the register of members.

39 Permitted Transfers

- 39.1 Notwithstanding any other provisions of these Articles.
- 39.1.1 any member (being an individual) may at any time transfer all or any Shares held by him to a Privileged Relation;
- 39.1.2 any member (being an individual) may at any time transfer all or any shares held by him to trustees to be held upon a Family Trust of which he is the settlor;
- 39.1.3 where any shares are held by trustees upon a Family Trust:
- (a) on any change of trustees such shares may be transferred to the new trustees of that Family Trust;
 - (b) such shares may be transferred at any time to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation of the settlor;
- 39.1.4 the Employee Benefit Trust may transfer any shares held by it to any Employee Member or grant any option or right to any Employee Member to acquire any shares held by it;

39 1 5 any person may transfer any of the shares held by him to the Employee Benefit Trust;

and the directors shall, save as may be required by law, register any transfer to which this article 39 applies.

40 Compulsory Transfers

40.1 The provisions of articles 40.2 to 40.7 (inclusive) may be waived in any particular case in writing by the Shareholder Majority.

40.2 If an Employee Member (i) ceases to be a director or employee of or consultant to the company or any member of the Group in circumstances of a Material Breach or (ii) is adjudicated as bankrupt or (iii) makes any voluntary arrangement or composition with its creditors (each a "**Compulsory Event**") a transfer notice shall be deemed to have been immediately given in respect of:

40.2.1 all Relevant Shares registered in the name of the member immediately before such cessation;

40.2.2 all Relevant Shares issued to the member and then held immediately before such cessation by the Employee Member's Permitted Transferees, other than shares which the directors are satisfied were not acquired by such holders either (i) directly or indirectly from the Employee Member or (ii) by reason of their connection with the Employee Member (and the decision of the Board in this respect will be final); and

40.2.3 all Relevant Shares acquired by the Employee Member or his Permitted Transferees after the relevant cessation date pursuant to the exercise of options from the Option Pool.

40.3 Where there is a deemed transfer notice pursuant to article 40.1, the sale price of the shares the subject of a deemed transfer notice shall be the nominal value of the shares to be transferred, provided that directors may with the consent of the Shareholder Majority exercise their discretion to determine a sale price at fair value in accordance with article 35.4.

40.4 Nothing in this article 40 shall alter the existing terms of the Service Contract of an Employee Member in place at the date of adoption of these articles.

40.5 If and whenever a Privileged Relation to whom shares have been transferred ceases to be a Privileged Relation of the shareholder who made the transfer, a transfer notice shall be deemed to have been given in respect of the relevant shares by the holders thereof and the sale price of the shares the subject of a deemed transfer notice shall be a fair value determined in accordance with article 35.4, and such shares may not otherwise be transferred. For the avoidance of doubt any shareholder who held shares as at the date of the adoption of these Articles holds such shares in his own right and shall not be treated as holding such shares as the Privileged Relation of any person from whom such shares were transferred where such transfer took place prior to the date of adoption of these Articles.

40.6 If and whenever any shares held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor, to any Privileged Relation of the settlor or other Permitted Transfer) or there ceases to be any beneficiaries of the Family Trust other than a charity or charities a transfer

notice (as hereinafter defined) shall be deemed to have been given in respect of the relevant shares (as hereinafter defined) by the holders thereof and the sale price of the shares the subject of a deemed transfer notice shall be a fair value determined in accordance with article 35.4, and such shares may not otherwise be transferred.

- 40.7 For the purposes of Articles 40.5 and 40.6 the expression "**relevant shares**" means and includes the shares originally transferred to the trustees or Privileged Relation and any additional shares issued or transferred to the trustees or Privileged Relation by virtue of the holding of the relevant shares or any of them.

41 Transfer of shares – Drag Along

- 41.1 If an offeror for shares in the company makes bona fide offers to all the members of the company which are acceptable to the holders of 75% in nominal value of the shares in issue then provided such offer includes an offer to purchase all the shares for the same consideration per share or on the same terms as to price or to value:

41.1.1 such offeror may give notice to any non-accepting holders of shares and any persons who have a right to acquire shares pursuant to rights granted prior to such offer requiring him to accept the offer within 14 days and stating that, failing such acceptance, he shall be deemed to have accepted such offer in respect of all shares held by him and irrevocably to have waived any pre-emption rights he may have in relation to any shares the subject of such offer;

41.1.2 upon the expiry of such notice each recipient thereof shall be obliged to deliver to the offeror (or as he may direct) an executed share transfer form and share certificate(s) in respect of the shares which were the subject of the notice together with an executed waiver of pre-emption rights, if appropriate;

41.1.3 if any such member fails to deliver executed share transfer form(s), share certificate(s) and pre-emption waiver(s) (if appropriate) as set out above he shall be deemed to have appointed any director of the company to be his agent and attorney to execute such instruments on his behalf and, against receipt by the company (on trust for such member) of the appropriate purchase moneys, to deliver such executed transfer(s) and pre-emption waiver(s) (if appropriate) to the offeror and it shall be no impediment to completion of the transfer that such member's share certificate(s) has/have not been produced;

41.1.4 after such offeror or his nominee has been registered as the holder of shares transferred in accordance with this article the validity of such transaction shall not be questioned by any person.

42 Transfer of shares – Tag Along

- 42.1 Save for any Permitted Transfer under article 39, no sale or transfer of the legal or beneficial interest in any shares in the company may be made or validly registered if as a result of such sale or transfer and registration thereof either:

42.1.1 a Controlling Interest would be obtained in the company by any person or group of persons acting in concert; or

- 42.1 2 where any person or group of persons acting in concert already own a Controlling Interest, such Controlling Interest is increased by a further 1 per cent

unless the proposed transferee or transferees or his or their nominees are independent third party bona fide purchasers acting in good faith and has or have offered to purchase the entire issued and to be issued shares in the company at the Specified Price (calculated as set out below).

- 42.2 In this article 42 the "**Specified Price**" means:

- 42 2 1 the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee or his or their nominees for the shares of the relevant class being acquired, plus
- 42 2 2 the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares of the relevant class 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, plus all arrears and accruals of the dividends on such share calculated down to the date of the sale or transfer.

In the event of disagreement the calculation of the Specified Price shall be referred to the Auditors for determination whose decision shall be final and binding.

DIVIDENDS AND OTHER DISTRIBUTIONS

43 Procedure for declaring dividends

- 43.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 43.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 43.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 43.4 (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 43.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 43.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 43.7 If the directors act in good faith, they do not incur any liability to the holders of shares

44 Payment of dividends and other distributions

- 44.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means.
- 44.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - 44.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - 44.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - 44.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide..
- 44.2 In the Articles, "**distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:
- 44.2.1 the holder of the share; or
 - 44.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - 44.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

45 No interest on distributions

- 45.1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- 45.1.1 the terms on which the share was issued; or
 - 45.1.2 the provisions of another agreement between the holder of that share and the company.

46 Unclaimed distributions

- 46.1 All dividends or other sums which are payable in respect of shares and unclaimed after having been declared or become payable may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- 46.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- 46.3 If twelve years have passed from the date on which a dividend or other sum became due for payment and the distribution recipient has not claimed it, the distribution

recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

47 Non-cash distributions

47.1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

47.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution fixing the value of any assets paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients and vesting any assets in trustees.

48 Waiver of distributions

48.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if the share has more than one holder or more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise then the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

49 Authority to capitalise and appropriation of capitalised sums

49.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution—

49.1.1 (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

49.1.2 appropriate any sum which they so decide to capitalise ("**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

49.2 Capitalised sums must be applied:

49.2.1 on behalf of the persons entitled; and

49.2.2 in the same proportions as a dividend would have been distributed to them.

49.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

- 49.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
- 49.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or
 - 49.4.2 in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 49.5 Subject to the Articles, the directors may.
- 49.5.1 apply capitalised sums in accordance with articles 49.3 and 49.4 partly in one way and partly in another;
 - 49.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - 49.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

50 Attendance and speaking at general meetings

- 50.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 50.2 A person is able to exercise the right to vote at a general meeting when:
- 50.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 50.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 50.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 50.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 50.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

51 **Quorum for general meetings**

- 51.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 51.2 If the company has only one member, one qualifying person present at a meeting is a quorum and if the company has only two members, two qualifying persons present at a meeting are a quorum.
- 51.3 If the company has more than two members, three qualifying persons present at a meeting are a quorum.
- 51.4 For the purposes of these Articles, a “qualifying person” is:
- 51.4.1 an individual who is a member of the company;
 - 51.4.2 a person authorised to act as the representative of a corporation in relation to the meeting, or
 - 51.4.3 a person appointed as proxy of a member in relation to the meeting.

52 **Chairing general meetings**

- 52.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 52.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 52.2.1 the directors present; or
 - 52.2.2 (if no directors are present), the meeting
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 52.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

53 **Attendance and speaking by directors and non-shareholders**

- 53.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 53.2 The chairman of the meeting may permit other persons who are not
- 53.2.1 shareholders of the company; or
 - 53.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings
- to attend and speak at a general meeting.

54 **Adjournment**

- 54.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 54.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 54.2.1 the meeting consents to an adjournment; or
 - 54.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 54.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 54.4 When adjourning a general meeting, the chairman of the meeting must:
- 54.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - 54.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 54.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 54.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
 - 54.5.2 containing the same information which such notice is required to contain.
- 54.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

55 **Voting: general**

- 55.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

56 **Errors and disputes**

- 56.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 56.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

57 **Poll votes**

57.1 A poll on a resolution may be demanded:

- 57.1.1 in advance of the general meeting where it is to be put to the vote; or
- 57.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 57.1.3 by the Chairman of the meeting;
- 57.1.4 by the directors;
- 57.1.5 by two or more persons having the right to vote on the resolution; or
- 57.1.6 by a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

57.2 A demand for a poll may be withdrawn if:

- 57.2.1 the poll has not yet been taken; and
- 57.2.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

57.3 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

58 **Content of proxy notices**

58.1 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which:

- 58.1.1 states the name and address of the shareholder appointing the proxy;
- 58.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- 58.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 58.1.4 is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

- 58.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 58.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 58.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 58.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 58.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

59 Delivery of proxy notices

- 59.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 59.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 59.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 59.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

60 Amendments to resolutions

- 60.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 60.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed *not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine)*; and
 - 60.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 60.2 A special resolution to be proposed at a general meeting may be amended by special resolution, if:
- 60.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 60.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 60.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

61 Means of communication to be used

- 61.1 Any notice, instrument, document or other information shall be deemed served on or delivered to the intended recipient:

61.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

61.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

61.1.3 if properly addressed and sent or supplied by electronic means, one hour after the instrument, document or information was sent or supplied; and

61.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

- 61.2 In proving that any notice, instrument or document or other information was properly addressed, it shall be sufficient to show that the notice, instrument, document or other information was delivered to an address permitted for the purpose by CA 2006.

62 No right to inspect accounts and other records

- 62.1 Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or instruments or documents merely by virtue of being a shareholder.

63 Provision for employees on cessation of business

- 63.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

64 Indemnity

64.1 Subject to the provisions of, and so far as may be consistent with, the Companies Acts and any other provision of law, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the company shall indemnify every relevant officer out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in relation to any proceedings, whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as a relevant officer PROVIDED that in the case of any director, any such indemnity shall not apply to any liability of that director:

64.1.1 to the company or to any of its associated companies;

64.1.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

64.1.3 incurred

(i) in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the company, or any of its associated companies, in which judgment is given against him, or

(ii) in connection with any application under any statute for relief from liability in respect of any such act or omission in which the court refuses to grant him relief

in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234 CA 2006.

64.2 Every director shall be entitled to have funds provided to him by the company to meet expenditure incurred or to be incurred in connection with any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, provided that he will be obliged to repay such amounts no later than:

64.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;

64.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or

64.2.3 in the event of the court refusing to grant him relief on any application under any statute for relief from liability, the date when refusal becomes final

in each case where the conviction, judgment or refusal by the court is final within the meaning stated in section 234 CA 2006

65 **Insurance**

- 65.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.
- 65.2 In this article a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company.