

M.H.G.

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

FUTURE TRANSPORT SYSTEMS LTD

(Company Number 06936809)

(Adopted by a written special resolution passed on *14 JUNE* 2022)

TABLE OF CONTENTS

Article No.	Page No.
1. Introduction	1
2. Definitions	2
3. Share capital	11
4. Dividends	12
5. Liquidation And Return Of Capital Preferences	13
6. Exit provisions	15
7. Votes in general meeting	16
8. Conversion of Series A shares and Series B Shares	17
9. Anti-Dilution protection	17
10. Deferred Shares	20
11. Variation of rights	21
12. Allotment of new shares or other securities: pre-emption	21
13. Transfers of Shares – general	23
14. Permitted Transfers	26
15. Transfers of Shares subject to pre-emption rights	28
16. Valuation of Shares	30
17. Compulsory transfers – general	32
18. Departing Founder	32
19. Mandatory Offer on a Change of Control	33
20. Investor Co-Sale right	34
21. Drag along	36
22. General meetings	40
23. Proxies	40
24. Directors' borrowing powers	41
25. No Alternate Directors	41
26. Number of Directors	41
27. Appointment of Directors and observers	41
28. Disqualification of Directors	44
29. Proceedings of Directors	44
30. Directors' interests	45
31. Notices	48
32. Indemnities and insurance	50
33. Secretary	51
34. Authority to capitalise and appropriation of capitalised sums	51
35. Lien	52

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION
of
FUTURE TRANSPORT SYSTEMS LTD
(Company No. 06936809)
(the "Company")

1. INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
- 1.3.1 article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - 1.3.2 words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - 1.3.3 Articles 8(2), 9(4), 10(3), 11(2), 12, 13, 14, 17(2), 17(3), 19, 20, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
 - 1.3.4 reference to "issued Shares" of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
 - 1.3.5 reference to the "holders" of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.
- 1.4 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement or consent of an Investor Director under these Articles or words having similar effect, if at any time either (i) an Investor Director has not been appointed; or (ii) an Investor Director declares in writing to the to the Company and the Investor who appointed him that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, then such acceptance, approval, agreement or consent (or words having similar effect) shall instead be required or sought from the Investor, in the case of (i) above, having the right to appoint or, in case of (ii) above, who has appointed that Investor Director.
- 1.5 In respect of any matters requiring Investor Director Consent under these Articles, such consent will be deemed given if an Investor Majority Consent is given for the relevant matter.

2. DEFINITIONS

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

"Accepting Group" has the meaning given in Article 12.4.4;

"Accepting Shareholder" has the meaning given in Article 19.5;

"Act" means the Companies Act 2006 (as amended from time to time);

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

"Actions" has the meaning given in Article 6.4;

"Affiliate" means, with respect to any person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with such first person;

"Allocation Notice" has the meaning given in Article 15.7.2;

"Anti-Dilution Shares" has the meaning given in Article 9.1 or Article 9.2 (as applicable);

"Applicant" has the meaning given in Article 15.7.2;

"Articles" means these articles of association, as amended from time to time;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets or the grant of an exclusive license over all or substantially all of the Intellectual Property of the Company (other than, in either case, such a disposal or grant to another Group Company which is made with Investor Majority Consent);

"Associate" in relation to any person means:

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

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

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

"Bad Leaver" means the Founder who ceases to be an Employee as a consequence of:

- (a) his resignation as an Employee, except: (i) in circumstances which constitute a constructive, wrongful and/or unfair dismissal; or (ii) as a result of his ill health or disability as certified to the Board's reasonable satisfaction by an independent doctor or where the death or long term illness or disability of a spouse, long term partner or child of the Founder makes it reasonably necessary for him to provide care by himself to that spouse, long term partner or child; or
- (b) his dismissal as an Employee for cause, where "cause" shall mean:
 - (i) the lawful termination of his contract of employment or consultancy without notice or payment in lieu of notice as a consequence of the Founder's gross

misconduct or as otherwise permitted pursuant to the terms of his contract of employment or consultancy; and/or

- (ii) his fair dismissal pursuant to 98(2)(b) (conduct) of the Employment Rights Act 1996;

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

"Bonus Issue" or **"Reorganisation"** means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the Series A Shareholders or Series B Shareholders) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than Series A Shares or Series B Shares) or any variation in the subscription price or Conversion Ratio applicable to any other outstanding shares of the Company;

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

"Buyer" has the meaning given in Article 20.2.1;

"Called Shareholders" has the meaning given in Article 21.1;

"Called Shares" has the meaning given in Article 21.2;

"Capitalised Sum" has the meaning given in Article 34.1.2;

"Chairman" has the meaning given in Article 27.4.1;

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

"Company's Lien" has the meaning given in Article 35;

"Conditions" has the meaning given in Article 8.1;

"connected" has the meaning given in section 252 of the Act;

"Continuing Shareholders" has the meaning given in Article 15.6.1;

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

"Conversion Date" has the meaning given in Articles 8.4;

"Conversion Ratio" has the meaning given in Article 8.5;

"Co-Sale Notice" has the meaning given in Article 20.2;

"Co-Sale Shareholder" has the meaning given in Article 20.1;

"Costs of Sale" means the professional and advisory fees and expenses incurred by the Company or the Selling Shareholders in connection with the sale of the Company;

"CTA 2010" means the Corporation Tax Act 2010;

"Date of Adoption" means the date of adoption of these articles of association, as set out above on page 1 of this document;

"Deed of Adherence" has the meaning given in Article 13.7;

"Deferred Conversion Date" means the date that the Employees Shares convert into Deferred Shares pursuant to Article 18.7;

"Deferred Shares" means deferred shares of £1.00 nominal value each in the capital of the Company from time to time;

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

"Drag Along Completion Date" has the meaning given in Article 21.7;

"Drag Along Notice" has the meaning given in Article 21.2;

"Drag Along Option" has the meaning given in Article 21.1;

"Drag Documents" has the meaning given in Article 21.6;

"Effective Termination Date" means the date on which the Employee's employment or consultancy with the Company (or relevant Group Company) terminates;

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

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

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

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

"Employee Share Option Plan" or "ESOP" means:

- (a) the share option plan of the Company referred to as the Future Transport Systems Ltd Enterprise Management Incentive (EMI) Share Option Plan dated 6 November 2015 or the share option plan of the Company referred to as the Future Transport Systems Ltd Enterprise Management Incentive (EMI) Share Option Plan dated 1 March 2019 (as either may be amended from time to time with Enhanced Investor Consent and Founder Manager Consent); or
- (b) any other employee share option plan, share ownership or other equity or equity-related incentivisation scheme of the Company, the terms of which have been approved by Enhanced Investor Consent and Founder Manager Consent;

"Employee Share Options" means the share options granted pursuant to the ESOP(s) and the maximum number of share options which remain capable of being granted pursuant to the ESOP(s) (having regard to the maximum number of Ordinary Shares in respect of which options may be granted under such ESOP(s));

"Employee Shares", in relation to an Employee or Former Employee, means all Equity Shares in the Company held by:

- (a) the Employee or Former Employee in question; and
- (b) each Shareholder who shall have received or acquired shares as nominee or directly or indirectly from the Employee or Former Employee pursuant to one or more Permitted Transfers (including where such shares were subscribed by such Shareholder and that Shareholder would have been entitled to receive a Permitted Transfer from the Employee or Former Employee in question) other than those Equity Shares held by

those persons that an Investor Majority declares itself satisfied were not acquired directly or indirectly from the Employee or Former Employee or by reason of that person's relationship with the Employee or Former Employee;

"Employee Trust" means a trust, the terms of which are approved by an Investor Majority and Founder Manager Consent, whose beneficiaries are Employees or Former Employees;

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

"Enhanced Investor Consent" means the prior written consent of Investors who together hold at least 75% of the Equity Shares held by all Investors at the relevant time and which 75% prior written consent threshold must include all of those Investors who have the right to appoint an Investor Director under these Articles;

"Equity Holder" has the meaning given in Article 20.2;

"Equity Securities" has the meaning given in sections 560(1) to (3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

"Equity Shareholder" means a holder of Equity Shares;

"Equity Shareholder Offer" has the meaning given in Article 12.3;

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

"Escrow Amount" has the meaning given in Article 21.5;

"Excess Securities" has the meaning given in Article 12.4.3;

"Exercising Investor" has the meaning given in Article 9.1 or Article 9.2 (as applicable);

"Existing Series B Shares" means the Series B Shares issued prior to the Date of Adoption;

"Existing Series B1 Shares" means the Series B1 Shares issued prior to the Date of Adoption;

"Exit" means a Share Sale, an Asset Sale or an IPO;

"Expert Valuers" has the meaning given in Article 16.2;

"Fair Value" is as determined in accordance with Article 16.3;

"Family Trusts" means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

"Financial Institution" means any financial investor authorised by or registered with the Financial Conduct Authority or the Prudential Regulation Authority (as the case may be) (or a

financial investor registered with the equivalent body or authority in the country of the relevant financial investor's principal place of business);

"Financial Year" has the meaning set out in section 390 of the Act;

"Former Employee" means an individual who was at any time, but who is no longer an Employee;

"Founder Director" has the meaning given in Article 27.2.1.1;

"Founder Manager" means Matthew Lumsden;

"Founder Manager Consent" means the prior written consent of the Founder Manager for so long as: (i) he is not a Bad Leaver and; (ii) he, together with his Permitted Transferees, continues to hold not less than 10% of the Fully Diluted Share Capital;

"Founder Observer" has the meaning given in Article 27.2.1.2;

"Founder" means Matthew Lumsden;

"Fully Diluted Share Capital" means the number of Ordinary Shares in issue and outstanding from time to time assuming, for the purpose of this definition, that:

- (a) all of the Employee Share Options have been granted and exercised in full into the maximum number of Ordinary Shares into which they are capable of being exercised;
- (b) all other options, warrants or other convertible securities over Shares and all other rights of conversion into Shares in existence at such time are exercised and converted in full (irrespective of whether or not such options, warrants, convertible securities or rights of conversion, as the case may be, are, on their terms, exercisable or convertible at such time) in respect of the maximum number of Shares into which they are capable of being exercised or converted; and
- (b) all of the Series A Shares and the Series B Shares are converted into Ordinary Shares at the then applicable Conversion Ratio in accordance with the Articles;

"Fund" means a limited partnership, limited liability partnership, partnership, company, syndicate, body corporate, trust or other undertaking or entity formed for the purpose of investment, whose principal business is to make investments, or whose business is managed by a Fund Manager;

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

"Good Leaver" means a person who ceases to be an Employee and who is not a Bad Leaver and shall include, without limitation, when the Board (including Investor Majority Consent) determines that a person is not a Bad Leaver;

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

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

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

"Independent Director" has the meaning given in Article 27.3.1;

"Institutional Investor" means a fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing;

"Intellectual Property" means: (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

"Interested Director" has the meaning given in Article 30.5;

"Investor Director Consent" means the prior written consent of a majority of the Investor Directors appointed for the time being, either given in writing or orally at a Board meeting (provided that the same is properly recorded in the minutes of such meeting);

"Investor Director" has the meaning given in Article 27.1.1.1;

"Investor Majority" means Shareholders who between them hold more than 50% of the aggregate number of Series A Shares and Series B Shares in issue and held by Shareholders at the relevant time;

"Investor Majority Consent" means the prior written consent of an Investor Majority;

"Investor Observer" has the meaning given in Article 27.1.1;

"Investors" means any person who is a party to the Subscription and Shareholders' Agreement (as varied, amended and/or restated from time to time) as an Investor, or becomes a party to the Subscription and Shareholders' Agreement (as varied, amended and/or restated from time to time) as an Investor by signing a deed of adherence and subscription to the Subscription and Shareholders' Agreement (as varied, amended and/or restated from time to time), and any of their respective Permitted Transferees to whom they have transferred Shares after the Date of Adoption, and **"Investor"** means any one of them;

"IPO" means the admission of all or any of the Shares or securities representing those shares (including, without limitation, depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

"Issue Price" means the price at which the relevant Share is issued, including any premium (provided that the Issue Price of any Anti-Dilution Shares shall be deemed to be the Issue Price of those Shares held by a Shareholder which carried the right to have issued such Anti-Dilution Shares), in each case, subject to adjustment to take account of any Bonus Issue or Reorganisation (in which circumstances the provisions of Article 9.1.3 or 9.2.3 (as applicable) shall apply);

"ITA 2007" means the Income Tax Act 2007;

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

"Lien Enforcement Notice" has the meaning given in Article 35;

"a Member of the same Fund Group" means, if the Shareholder is a Fund, a Fund Manager or a nominee of a Fund or a Fund Manager:

- (a) any participant or partner in or member of any such Fund or the holders of any unit trust which is a participant or partner in or member of any Fund (but only in

connection with the dissolution of the Fund or any distribution of assets of the Fund pursuant to the operation of the Fund in the ordinary course of business);

- (b) the Fund Manager of that Fund;
- (c) any Fund managed or advised by that Fund Manager;
- (d) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager;
- (e) any trustee, nominee or custodian of such Fund and vice versa; and
- (f) any successor fund to the Fund;

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

"Minimum Transfer Condition" has the meaning given in Article 15.2.4;

"Model Articles" has the meaning given in Article 1.1;

"NASDAQ" means the NASDAQ Stock Market of NASDAQ, Inc.;

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events or in the circumstances set out in Article 12.8) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption;

"New Shareholder" has the meaning given in Article 21.12;

"New Series B1 Shareholder" means the holders of the New Series B1 Shares issued in their capacity as such (and not in their capacity as holder of any other Shares);

"New Series B1 Shares" means the Series B1 Shares issued on or after the Date of Adoption to a New Series B1 Shareholder;

"Offer" has the meaning given in Article 19.2;

"Offer Period" has the meaning given in Article 19.3;

"Ordinary Shareholders" mean the holders from time to time of the Ordinary Shares (but excluding the Company holding Treasury Shares) and **"Ordinary Shareholder"** means any one of them as the context requires;

"Ordinary Shares" means the ordinary shares of £1.00 each in the capital of the Company;

"Original Shareholder" has the meaning given in Article 14.1;

"Permitted Transfer" means a transfer of Shares permitted in accordance with Article 14;

"Permitted Transferee" (i) any member who receives shares pursuant to a Permitted Transfer, or (ii) in respect of a member, any person to whom such member is entitled to transfer Shares pursuant to Article 14, as the context requires;

"Pre-emption Offer Period" has the meaning given in Article 15.6.1;

"Preference Amount" means, in respect of each Series A Share and Series B Share (as applicable), an amount equal to the sum of:

- (a) the Issue Price of that Series A Share or Series B Share (as applicable); *plus*
- (b) an amount equal to eight per cent. (8%) per annum capital appreciation upon the Issue Price of that Series A Share or Series B Share (as applicable) calculated from the date of issue of such Series A Share or Series B Share (as applicable) to the date of the payment of the relevant Preference Amount on a simple non-compounded basis, pro-rata for part years,

minus any dividends previously paid in respect of that Series B Share or Series A Share (as applicable) in accordance with Article 4.2;

"Primary Holder" has the meaning given in Article 31.8;

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

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by Investor Majority Consent;

"Proposed Exit" has the meaning given in Article 6.4;

"Proposed Purchaser" means a proposed purchaser who at the relevant time has made an offer (including a conditional offer) on arm's length terms;

"Proposed Sale Date" has the meaning given in Article 19.3;

"Proposed Sale Notice" has the meaning given in Article 19.3;

"Proposed Sale Shares" has the meaning given in Article 19.3;

"Proposed Seller" means any person proposing to transfer any shares in the capital of the Company;

"Proposed Transfer" has the meaning given in Article 19.1;

"Qualifying Company" means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010);

"Qualifying IPO" means an IPO which values each Share subject to the IPO at an amount no less than the highest Preference Amount that would apply to a Series B1 Share immediately prior to the conversion of such Shares under article 8), excluding for the purposes of such valuation any Shares issued or subscribed at the time of or in connection with the Qualifying IPO, other than any Shares issued under the terms of an Employee Share Option Plan;

"Qualifying Issue" has the meaning given in Article 9.1 or Article 9.2 (as applicable);

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

"Relevant Interest" has the meaning given in Article 30.5;

"Relevant Period" means 36 months from 3rd July 2018;

"Relevant Sum" has the meaning given in Article 19.7.3;

"Restricted Member" has the meaning given in Article 18.4;

"Restricted Shares" has the meaning given in Article 18.5;

"Sale Documentation" has the meaning given in Article 21.5;

"Sale Shares" has the meaning given in Article 15.2.1;

"Seller" has the meaning given in Article 15.2;

"Sellers' Shares" has the meaning given in Article 21.1;

"Selling Shareholders" has the meaning given in Article 21.1;

"Series A Shareholders" means the holders of the Series A Shares, and **"Series A Shareholder"** means any one or more of them, as the context requires;

"Series A Shares" means the series A convertible preferred shares of £1.00 each in the capital of the Company;

"Series A Starting Price" means a price per Series A Share equal to £2,700.27, subject to adjustment to take account of any Bonus Issue or Reorganisation (in which circumstances the provisions of Article 9.1.3 shall apply);

"Series B Shareholders" means the holders of the Series B Shares and **"Series B Shareholder"** means any one or more of them, as the context requires;

"Series B1 Shareholders" means the holders of the Series B1 Shares including for the avoidance of doubt the Existing Series B1 Shares and the New Series B1 Shares and **"Series B1 Shareholder"** means any one or more of them, as the context requires;

"Series B2 Shareholders" means the holders of the Series B2 Shares and **"Series B2 Shareholder"** means any one or more of them, as the context requires;

"Series B Shares" means the Series B1 Shares and the Series B2 Shares, including for the avoidance of doubt the Existing Series B Shares and the New Series B1 Shares;

"Series B1 Shares" means the series B1 convertible preferred shares of £1.00 each in the capital of the Company, including for the avoidance of doubt the Existing Series B1 Shares and the New Series B1 Shares;

"Series B2 Shares" means the series B2 convertible non-preferred ordinary shares of £1.00 each in the capital of the Company;

"Series B Starting Price" means such price per Series B Share (i.e. nominal value and such premium as is paid) at which such Series B Shares are allotted and issued (from time to time), subject to adjustment to take account of any Bonus Issue or Reorganisation (in which circumstances the provisions of Article 9.2.3 shall apply);

"Shareholder" means any holder of any Shares (but excludes the Company holding Treasury Shares);

"Shareholders Entitled" has the meaning given in Article 34.1.2;

"Shares" means the Series A Shares, the Series B Shares, the Ordinary Shares and the Deferred Shares in issue and outstanding from time to time, or any of them, as the context requires;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where the sale is a sale of the entire issued share capital of the Company to a Holding Company;

"Special Investor Consent" means the prior written consent of Investors who together hold at least 75% of the Equity Shares held by all Investors at the relevant time and which must include all of those Investors who have the right to appoint an Investor Director or Investor Observer under these Articles;

"Specified Price" has the meaning given in Article 19.7.2;

"Subscription and Shareholders' Agreement" means the subscription and shareholders' agreement dated on or around the adoption date of these Articles (as varied, amended and/or restated from time to time) between, amongst others, the Company, the Investors and the Founder;

"Subscription Period" has the meaning given in Article 12.4.2;

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

"Transfer Notice" has the meaning given in Article 15.2;

"Transfer Price" has the meaning given in Articles 15.2 (subject to Articles 13.9, 16.1 and 18.2);

"Treasury Shares" means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act; and

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

3. SHARE CAPITAL

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 Except as otherwise provided in these Articles, the Series A Shares, the Series B Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.3 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 3.4 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.
- 3.5 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from article 22(2) of the Model Articles.
- 3.6 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".

- 3.7 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating such evidence as the directors may determine".
- 3.8 Subject to Investor Majority Consent and Founder Manager Consent and the Act, the Company may purchase its shares in accordance with section 692(1ZA) of the Act.
- 3.9 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
- 3.9.1 receive notice of or to attend or vote at any general meeting of the Company;
 - 3.9.2 receive or vote on any proposed written resolution; and
 - 3.9.3 receive a dividend or other distribution
- save as otherwise permitted by section 726(4) of the Act.

4. DIVIDENDS

- 4.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.
- 4.2 Any Available Profits which the Company may determine, with Investor Majority Consent, to distribute in respect of any Financial Year; will be distributed:
- 4.2.1 first, in paying to each of the New Series B1 Shareholders in respect of their New Series B1 Shares, in priority to any other classes of Shares, an amount per New Series B1 Share held equal to the Preference Amount (provided that if there are insufficient Available Profits to pay such amounts, the remaining Available Profits shall be distributed to the New Series B1 Shareholders pro rata to the amounts paid up on their New Series B1 Shares);
 - 4.2.2 second, after settlement the amounts payable pursuant to Article 4.2.1 above, in paying to each of the other Series B Shareholders in respect of their Existing Series B Shares, in priority to any other classes of Shares, an amount per Existing Series B Share held equal to the Preference Amount (provided that if there are insufficient Available Profits to pay such amounts, the remaining Available Profits shall be distributed to the other Series B Shareholders pro rata to the amounts paid up on their Existing Series B Shares, and that such right to a dividend as regards any specific Series B2 Shares shall only apply in relation to a period that falls more than three (>3) years after the date of issue of those specific Series B2 Shares ("**after period B**"), and provided that a right to receive such a dividend would not be contrary to any U.K. legislation, or decision of a court or tax tribunal which would cause tax reliefs available under the Enterprise Investment Scheme contained in ITA 2007 (**EIS**) to be withdrawn in relation to those specific Series B2 Shares – in which case such Series B2 Shares shall only be entitled to a dividend pursuant to Article 4.2.4);
 - 4.2.3 third, after settlement the amounts payable pursuant to Article 4.2.1 and 4.2.2 above, in paying to each of the Series A Shareholders, in priority to any other classes of Shares, an amount per Series A Share held equal to the Preference Amount (provided that if there are insufficient Available Profits to pay such amounts, the remaining Available Profits shall be distributed to the Series A Shareholders pro rata to the amounts paid up on their Series A Shares); and
 - 4.2.4 the balance of the Available Profits (if any) shall be distributed among the Equity Shareholders pro rata (as if the Equity Shares constituted one and the same class) to the number of Equity Shares held.

- 4.3 Subject to the Act and these Articles (including Article 4.2), the Board may, provided Investor Majority Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 4.5 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.6 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 4.7 If:
- (a) a Share is subject to the Company's Lien; and
 - (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company shall notify the distribution recipient in writing of:
- (i) the fact and sum of any such deduction;
 - (ii) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
 - (iii) how the money deducted has been applied.
- 4.8 Article 31(1) of the Model Articles shall be amended by:
- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and
 - (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".
- 4.9 A Deferred Share shall not be entitled to the payment of any dividend.

5. LIQUIDATION AND RETURN OF CAPITAL PREFERENCES

- 5.1 Subject to Article 6, on a **distribution of assets on a liquidation** (but not on any other return of capital) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so):
- 5.1.1 first, in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);

- 5.1.2 second, after settlement in full of the amounts payable pursuant to Article 5.1.1 above, in paying to each of the New Series B1 Shareholders in respect of their New Series B1 Shares, in priority to any other classes of Shares, an amount per each New Series B1 Share held equal to the Preference Amount (provided that if there are insufficient surplus assets to pay such amounts, the remaining surplus assets shall be distributed to the New Series B1 Shareholders pro rata to the amounts paid up on their New Series B1 Shares);
- 5.1.3 third, after settlement in full of the amounts payable pursuant to Article 5.1.1 and 5.1.2 above, in paying to each of the other Series B1 Shareholders and the Series B2 Shareholders, in priority to any other classes of Shares, an amount per each Existing Series B Share held equal to the Preference Amount (provided that if there are insufficient surplus assets to pay such amounts, the remaining surplus assets shall be distributed to the other Series B1 Shareholders and Series B2 Shareholders pro rata to the amounts paid up on their Existing Series B Shares, and that such right to a distribution as regards any specific Series B2 Shares shall only apply in relation to a period that falls more than three (>3) years after the date of issue of those specific Series B2 Shares ("**after period B**"), and provided that a right to receive such a distribution would not be contrary to any U.K. legislation, or decision of a court or tax tribunal which would cause tax reliefs available under the Enterprise Investment Scheme contained in ITA 2007 (EIS) to be withdrawn in relation to those specific Series B2 Shares – in which case such Series B2 Shares shall only be entitled to a distribution pursuant to Article 5.1.5);
- 5.1.4 fourth, after settlement in full of the amounts payable pursuant to Articles 5.1.1, 5.1.2 and 5.1.3 above, in paying to each of the Series A Shareholders, in priority to any other classes of Shares, an amount per Series A Share held equal to the Preference Amount (provided that if there are insufficient surplus assets to pay such amounts, the remaining surplus assets shall be distributed to the Series A Shareholders pro rata to the amounts paid up on their Series A Shares); and
- 5.1.5 the balance of the surplus assets (if any) shall be distributed among the Equity Shareholders pro rata (as if the Equity Shares constituted one and the same class) to the number of Equity Shares held.
- 5.2 **On a return of capital by the Company** (other than a conversion, redemption or repurchase of Shares) the capital of the Company to be returned shall be applied (to the extent that the Company is lawfully permitted to do so):
- 5.2.1 first, in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);
- 5.2.2 second, after settlement in full of the amounts payable pursuant to Article 5.2.1 above, in paying to each of the New Series B1 Shareholders in respect of their New Series B1 Shares, in priority to any other classes of Shares, an amount per New Series B1 Share held equal to the Preference Amount (provided that if there are insufficient capital to be returned to pay such amounts, the remaining capital to be returned shall be distributed to the New Series B1 Shareholders pro rata to the amounts paid up on their New Series B1 Shares);
- 5.2.3 third, after settlement in full of the amounts payable pursuant to Article 5.2.1 and 5.2.2 above, in paying to each of the other Series B Shareholders, in priority to any other classes of Shares, an amount per Existing Series B Share held equal to the Preference Amount (provided that if there are insufficient capital to be returned to pay such amounts, the remaining capital to be returned shall be distributed to the other Series B Shareholders pro rata to the amounts paid up on their Existing Series B Shares);

- 5.2.4 fourth, after settlement in full of the amounts payable pursuant to Articles 5.2.1, 5.2.2 and 5.2.3 above, in paying to each of the Series A Shareholders, in priority to any other classes of Shares, an amount per Series A Share held equal to the Preference Amount (provided that if there are insufficient capital to be returned to pay such amounts, the remaining capital to be returned shall be distributed to the Series A Shareholders pro rata to the amounts paid up on their Series A Shares); and
- 5.2.5 the balance of the surplus assets (if any) shall be distributed among the Equity Shareholders pro rata (as if the Equity Shares constituted one and the same class) to the number of Equity Shares held.

6. EXIT PROVISIONS

- 6.1 On a Share Sale the Proceeds of Sale shall be distributed to Equity Shareholders in the order of priority set out in Article 5.2 (*Return of Capital Preference*), and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed (save in respect of any Shares not sold in connection with that Share Sale) provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:
- 6.1.1 the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in accordance with the order of priority set out in Article 5.2; and
- 6.1.2 the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5.2.
- 6.2 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 5.2.
- 6.3 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5.2 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by an Investor Majority (including, but without prejudice to the generality of this Article 6.3, creating distributable profits or reserves by way of reduction of capital or such action as may be necessary to put the Company into voluntary liquidation so that Article 5.2 applies).
- 6.4 In the event of an Exit approved by the Board and Investor Majority Consent (and in the case of a Share Sale only, also the Selling Shareholders) (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights (including but not limited to rights of pre-emption under Article 15, but for clarity and certainties sake, not any preferred rights embedded in their shares as set out in Article 5 or any rights pursuant to Article 19) in connection with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or member of the Company to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder and hold it in trust for that defaulting Shareholder.

7. VOTES IN GENERAL MEETING

- 7.1 Subject to Article 13.8.1, the Series A Shares shall confer on each holder of Series A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 Subject to Article 13.8.1, the Series B Shares shall confer on each holder of Series B Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.3 Subject to Article 13.8.1, the Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.4 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute the holder an eligible member for the purposes of, proposed written resolutions of the Company.
- 7.5 Subject to Articles 7.6, 7.7, 27.1.4 or 27.2.4, where Equity Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Equity Share held by him.
- 7.6 On a poll, the Series A Shares shall carry the right to one vote per share unless, at the relevant time, the issued and outstanding Series A Shares are convertible into a greater number of Ordinary Shares or the holders of the Series A Shares are entitled to Anti-Dilution Shares pursuant to Article 9 which have not yet been issued, in which case, each holder of Series A Shares shall be entitled (in respect of the Series A Shares held) to exercise such number of votes as is equal to the number of Ordinary Shares of which he would be the holder assuming:
- 7.6.1 he had been issued the maximum number of Anti-Dilution Shares to which he is or was entitled to pursuant to Article 9; and
- 7.6.2 all of the Series A Shares of which he is (or would be, including any Anti-Dilution Shares he is entitled to pursuant to Article 9) the holder were converted into Ordinary Shares at the then applicable Conversion Ratio.
- 7.7 On a poll, the Series B Shares shall carry the right to one vote per share unless, at the relevant time, the issued and outstanding Series B Shares are convertible into a greater number of Ordinary Shares or the holders of the Series B Shares are entitled to Anti-Dilution Shares pursuant to Article 9 which have not yet been issued, in which case, each holder of Series B Shares shall be entitled (in respect of the Series B Shares (as applicable) held) to exercise such number of votes as is equal to the number of Ordinary Shares of which he would be the holder assuming:
- 7.7.1 he had been issued the maximum number of Anti-Dilution Shares to which he is or was entitled to pursuant to Article 9; and
- 7.7.2 all of the Series B Shares (as applicable) of which he is (or would be, including any Anti-Dilution Shares he is entitled to pursuant to Article 9) the holder were converted into Ordinary Shares at the then applicable Conversion Ratio.
- 7.8 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- 7.8.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
- 7.8.2 on any proposed written resolution,

unless all of the amounts payable to the Company in respect of that share have been paid.

8. CONVERSION OF SERIES A SHARES AND SERIES B SHARES

- 8.1 Any holder of Series A Shares and/or Series B Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Series A Shares and/or Series B Shares held by that Shareholder at any time and those Series A Shares and/or Series B Shares shall convert automatically on the date of such notice (the "**Conversion Date**"), provided that the holder may in such notice state that conversion of its Series A Shares and/or Series B Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**") on or before a specified long stop date.
- 8.2 All of the fully paid Series A Shares and/or Series B Shares shall automatically convert into Ordinary Shares immediately upon the occurrence of a Qualifying IPO.
- 8.3 In the case of Article 8.1, not more than five (≤ 5) Business Days after the Conversion Date each holder of the relevant Series A Shares and/or Series B Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series A Shares and/or Series B Shares being converted to the Company at its registered office for the time being.
- 8.4 Where conversion is mandatory on the occurrence of a Qualifying IPO, that conversion will be effective only immediately prior to and conditional upon such Qualifying IPO (and "Conversion Date" shall be construed accordingly) and, if such Qualifying IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 8.1, if the Conditions have not been satisfied or waived by the relevant holder by the long stop date specified in the notice, such conversion shall be deemed not to have occurred.
- 8.5 On the Conversion Date, the relevant Series A Shares and/or Series B Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one (1) Ordinary Share for each Series A Share or Series B Share held (or on such other basis as may be agreed between the Company and an Investor Majority) (the "Conversion Ratio"), and the Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary Shares.
- 8.6 The Company shall on the Conversion Date enter the holder of the converted Series A Shares and/or Series B Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series A Shares and/or Series B Shares in accordance with this Article, the Company shall within ten (≤ 10) Business Days of the Conversion Date forward to such holder of Series A Shares and/or Series B Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.

9. ANTI-DILUTION PROTECTION

9.1 Series A Shares

- 9.1.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Series A Starting Price (a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors or another third party valuer appointed by the Board with Investor Majority Consent, acting as experts and not as arbitrators, as being in their opinion the current cash value of the non-cash consideration for the allotment of that New Security) then the Company shall offer (such offer, unless waived, to remain open for acceptance for not less than 10 Business Days) to each holder of Series A Shares, subject to Article 9.5 (an "**Exercising Investor**") a number of new Series A Shares determined by applying the following formula (and rounding the product, N, down to the nearest

whole share), subject to adjustment as certified in accordance with Article 9.1.3 (the "Anti-Dilution Shares"):

$$N = \left(\left(\frac{SIP}{WA} \right) x Z \right) - Z$$

where:

N= the number of Anti-Dilution Shares to be issued to the Exercising Investor

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = the Series A Starting Price

ESC = the number of Equity Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors or another third party valuer appointed by the Board with Investor Director Consent, acting as experts and not as arbitrators, as being in their opinion the current cash value of the non-cash consideration for the allotment of that New Security)

NS= the number of New Securities issued pursuant to the Qualifying Issue

Z = the number of Series A Shares held by the Exercising Investor prior to the Qualifying Issue.

9.1.2 The Anti-Dilution Shares shall:

9.1.2.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or an Investor Majority shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by an Investor Majority) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 9.1.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 9.1.1 or this Article 9.1.2, the matter shall be referred (at the cost of the Company) to the Auditors or another third party valuer appointed by the Board with Investor Director Consent, acting as experts and not as arbitrators, for certification of the number of Anti-Dilution Shares to be issued. Such certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investors; and

9.1.2.2 subject to the payment of any cash payable pursuant to Article 9.1.2.1 (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Series A Shares, within

five Business Days of the expiry of the offer being made by the Company to the Exercising Investors.

- 9.1.3 If a Bonus Issue or Reorganisation occurs after the Date of Adoption, each Issue Price and the Series A Starting Price and Preference Amount shall be subject to adjustment on such basis as may be agreed between the Company and an Investor Majority within 10 Business Days after completion of such Bonus Issue or Reorganisation. If the Company and an Investor Majority cannot agree such adjustment within such period, the question shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

9.2 Series B Shares

- 9.2.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Series B Starting Price of any Separately Priced Subset relating to any relevant Series B Shares (a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors or another third party valuer appointed by the Board with Investor Majority Consent, acting as experts and not as arbitrators, as being in their opinion the current cash value of the non-cash consideration for the allotment of that New Security) then the Company shall offer (such offer, unless waived, to remain open for acceptance for not less than 10 Business Days) to each holder of Series B Shares in such Separately Priced Subset, subject to Article 9.5 (an "**Exercising Investor**") a number of new Series B1 Shares and/or Series B2 Shares (as relevant – being the same class(es) as held by the Exercising Investor) determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 9.2.3 (the "**Anti-Dilution Shares**"):

$$N = \left(\left(\frac{SIP}{WA} \right) \times Z \right) - Z$$

where:

N= the number of Anti-Dilution Shares to be issued to the Exercising Investor

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP= the relevant Series B Starting Price of the relevant Separately Priced Subset

ESC = the number of Equity Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors or another third party valuer appointed by the Board with Investor Director Consent, acting as experts and not as arbitrators, as being in their opinion the current cash value of the non-cash consideration for the allotment of that New Security)

NS = the number of New Securities issued pursuant to the Qualifying Issue

Z = the number of relevant Series B Shares in that Separately Priced Subset held by the Exercising Investor prior to the Qualifying Issue.

9.2.2 The Anti-Dilution Shares shall:

9.2.2.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or an Investor Majority shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by an Investor Majority) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 9.2.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 9.2.1 or this Article 9.2.2, the matter shall be referred (at the cost of the Company) to the Auditors or another third party valuer appointed by the Board with Investor Director Consent, acting as experts and not as arbitrators, for certification of the number of Anti-Dilution Shares to be issued. Such certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investors; and

9.2.2.2 subject to the payment of any cash payable pursuant to Article 9.2.2.1 (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Series B Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising Investors.

9.2.3 If a Bonus Issue or Reorganisation occurs after the Date of Adoption, each Issue Price and the Series B Starting Price and Preference Amount shall be subject to adjustment on such basis as may be agreed between the Company and an Investor Majority within 10 Business Days after completion of such Bonus Issue or Reorganisation. If the Company and an Investor Majority cannot agree such adjustment within such period, the question shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

9.3 The calculations in Article 9.1 and/or 9.2 shall be undertaken separately in respect of the Series A Shares and Series B Shares (and in respect of any Series B Share which has a different Series B Starting Price (each a "**Separately Priced Subset**")) and utilising the applicable Series A Starting Price or Series B Starting Price (as the case may be) for that Separately Priced Subset. For the avoidance of doubt, no account shall be taken in each such calculation of any issue of Anti-Dilution Shares in respect of any other Separately Priced Subset in respect of the same Qualifying Issue (but, for the avoidance of doubt, such Anti-Dilution Shares shall be taken into account and subsist in the value of "ESC" in respect of any application of Article 9.1 or 9.2 on any subsequent Qualifying Issue). Nothing in this Article 9 shall constitute each Separately Priced Subset as a separate class of shares.

9.4 For the purposes of this Article 9, any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

9.5 The anti-dilution protections set out in this Article 9 shall only apply for the benefit of the Investors, their successors and Permitted Transferees.

10. **DEFERRED SHARES**

10.1 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time

after their allotment, issue, conversion or re-designation, without obtaining the sanction of holder(s), to:

- 10.1.1 appoint any person to execute any transfer of (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise); and/or
- 10.1.2 give, on behalf of any such holder, consent to the cancellation of such Deferred Shares; and/or
- 10.1.3 purchase such Deferred Shares in accordance with the Act,

in any such case (i) for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation and/or purchase to retain the certificates (if any) in respect thereof.

- 10.2 No Deferred Share may be transferred without the prior consent of the Board.

11. VARIATION OF RIGHTS

- 11.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of at least a majority in nominal value of the issued shares of that class.
- 11.2 The creation and/or issue of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights to any existing classes of shares.

12. ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

- 12.1 Subject to the remaining provisions of this Article 12, and in replacement of any existing authority to allot shares, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to:

- 12.1.1 allot Shares; or
- 12.1.2 grant rights to subscribe for or convert any securities into Shares,

to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that:

- 12.1.3 this authority shall be limited to a maximum nominal amount of £5,816, (including the Shares in issue and outstanding on the Date of Adoption);
- 12.1.4 this authority shall only apply insofar as the Company in general meeting has not waived or revoked it; and
- 12.1.5 this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an offer or agreement which would or might require Shares to be allotted or rights granted to subscribe for or convert any security into Shares after the expiry of such authority (and the Directors may allot Shares or grant such rights in pursuance of an offer or agreement as if such authority had not expired).

- 12.2 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.

- 12.3 Subject to Articles 12.4 and 12.8, unless otherwise approved by (i) Special Investor Consent and (ii) agreed by special resolution passed in general meeting or as a written resolution passed in accordance with part 13 of the Act, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to the holders of Equity Shares on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the aggregate number of Equity Shares held by those holders (as nearly as may be without involving fractions) (an "**Equity Shareholder Offer**").
- 12.4 An Equity Shareholder Offer:
- 12.4.1 shall be in writing, and shall give details of the number and subscription price of the New Securities;
 - 12.4.2 shall remain open for a period of at least 15 Business Days from the date of service of the offer (the "**Subscription Period**");
 - 12.4.3 shall stipulate that any holder of Equity Shares who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("**Excess Securities**") for which they wish to subscribe; and
 - 12.4.4 made to an Investor shall be on terms which allow (at the option of the Investor and in the proportions which the Investor may direct) the offer to be accepted by:
 - 12.4.4.1 such Investor; or
 - 12.4.4.2 any other Fund of which the Fund Manager of such Investor is the fund manager at the time the Equity Shareholder Offer is made; or
 - 12.4.4.3 any person who is a Permitted Transferee of such Investor(together, the "**Accepting Group**").
- 12.5 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the those persons (each a **Subscriber**) who have applied for New Securities on a pro rata basis to the number of Equity Shares held by such Subscriber which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him) or each Subscriber has confirmed that it does not want to subscribe for any further shares.
- 12.6 If, at the end of the Subscription Period (as extended or repeated pursuant to Article 12.5), the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications. Any remaining New Securities shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers.
- 12.7 Subject to the requirements of Article 12.3 to 12.6 and to the provisions of section 551 of the Act, any New 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.
- 12.8 For the purposes of Article 9 and this Article 12, an issue of new "New Securities" shall not include:
- 12.8.1 the grant of any options to subscribe for up to the aggregate maximum of 106 Ordinary Shares under the Employee Share Option Plan (or as such maximum may be increased by Enhanced Investor Consent and Founder Management Consent), provided such grant is approved by the Board, acting with Investor Majority Consent

and Founder Manager Consent;

- 12.8.2 the issue of Ordinary Shares pursuant to the exercise of any option granted under the Employee Share Option Plan (provided the option was granted in accordance with the terms of such Employee Share Option Plans, these Articles and the Subscription and Shareholders' Agreement (as amended)) or such issue is otherwise approved by Enhanced Investor Consent and Founder Manager Consent;
 - 12.8.3 any Shares or other securities issued by the Company in order for the Company to comply with its obligations under these Articles and/or the Subscription and Shareholders' Agreement (as amended), including (without limitation) the issue of any Anti-Dilution Shares;
 - 12.8.4 any Shares or other securities issued by the Company in consideration of a bona fide acquisition by the Company of any company or business provided that both the acquisition and the terms of the proposed issuance of Shares or other securities have been approved by the Board, acting with Investor Majority Consent;
 - 12.8.5 any Shares or other securities issued by the Company to customers, suppliers or other strategic partners in connection with a bona fide supply of goods or services to or from them provided that both the supply of such goods and/or services and the terms of the proposed issuance of Shares or other securities have been approved by the Board, acting with Investor Majority Consent;
 - 12.8.6 any Shares or other securities issued by the Company as part of any bona fide venture debt financing approved by the Board, acting with Investor Majority Consent;
 - 12.8.7 any Shares issued by the Company pursuant to a share split or other reorganisation or other Bonus Issue or Reorganisation, in each case, which has been approved by the Board, acting with Investor Majority Consent; and
 - 12.8.8 any Shares (or securities convertible into Shares or rights to subscribe for or acquire Shares) which the Board with Special Investor Consent have agreed in writing should be issued (or granted) without complying with Article 9 and the procedure set out in this Article 12.
- 12.9 Save with the consent of the Board acting with Investor Director Consent, no Shares shall be allotted (nor any Treasury Shares transferred) to any Employee, Director, prospective Employee or prospective Director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company.

13. TRANSFERS OF SHARES – GENERAL

- 13.1 Subject to Article 13.13, in Articles 13 to 21 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 13.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 13.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will if requested by the Directors (or an Investor Majority) in writing to remedy the position take such steps as are necessary to ensure that such transfer (or purported transfer) is in accordance with these Articles and if the holder fails to remedy that situation to the reasonable satisfaction of the Directors or the Investor Majority (as the case may be) within 10 Business Days of receipt of such written notice, he shall be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.

- 13.4 Any transfer of a Share by way of sale which is required to be made under Articles 15 to 21 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 13.5 Directors may refuse to register a transfer if:
- 13.5.1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - 13.5.2 the transfer is to an Employee, Director or prospective Employee or prospective Director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered in a joint section 431 ITEPA election with the Company;
 - 13.5.3 it is a transfer of a Share which is not fully paid:
 - 13.5.3.1 to a person of whom the Directors do not approve; or
 - 13.5.3.2 on which Share the Company has a lien;
 - 13.5.4 the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
 - 13.5.5 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity in respect of any lost share certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - 13.5.6 the transfer is in respect of more than one class of Shares;
 - 13.5.7 the transfer is in favour of more than four transferees; or
 - 13.5.8 these Articles otherwise provide that such transfer shall not be registered.
- The provisions of this article 13.5 shall not apply to an Investor where such Investor transfers shares to a Permitted Transferee pursuant to article 14.1.
- 13.6 If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 13.7 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed (a "**Deed of Adherence**") agreeing to be bound by the terms of the Subscription and Shareholders' Agreement (as amended) or any other shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 13.7 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 13.8 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may, with Investor Director Consent, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors or the Investor Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to

time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and if the holder fails to remedy that situation to the reasonable satisfaction of the Board acting with Investor Director Consent within 10 Business Days of such notification the following shall occur:

13.8.1 the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to:

13.8.1.1 vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that (at the election of the relevant Investor) such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor; or

13.8.1.2 receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares; and

13.8.2 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in 13.8.1 above may be reinstated by the Board, acting with Investor Director Consent, and shall in any event be reinstated upon the completion of any transfer referred to in 13.8.2 above.

13.9 In any case where the Board requires a Transfer Notice (as defined in Article 15.2) to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that:

13.9.1 subject to Article 18.2, the Transfer Price for the Sale Shares will be as agreed between the Board (including Investor Director Consent) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;

13.9.2 it does not include a Minimum Transfer Condition (as defined in Article 15.2.4); and

13.9.3 the Seller wishes to transfer all of the Shares held by it.

13.10 If a Transfer Notice is required to be given by the Board or is deemed to have been served, the Shareholder who has been required or deemed to serve the Transfer Notice shall not be entitled to serve a voluntary Transfer Notice other than in accordance with the requirements of the Board until such time as any transfers of Shares to be made pursuant to an Allocation Notice given in respect of that Transfer Notice have been completed.

13.11 The Board (with Investor Director Consent) may waive the service of a Transfer Notice that has otherwise been deemed to have been served in accordance with these Articles.

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

13.12.1 the transferor; and

13.12.2 (if any of the shares is partly or nil paid) the transferee.

- 13.13 Any change in (or change in the respective entitlements of) the partners, participants, shareholders, unitholders (or any other interests) in any Shareholder which is a Fund or any mortgage, charge or other encumbrance created over their interest in any such Fund shall not be regarded as a transfer of or a disposal of any interest in any shares in the capital of the Company for the purposes of these Articles.

14. PERMITTED TRANSFERS

- 14.1 Subject to Article 14.3, any share in the capital of the Company may at any time be transferred by a Shareholder who is the registered owner of them (the "**Original Shareholder**") without restriction as to price or otherwise to any of the following entities (each a **Permitted Transferee**):

- 14.1.1 by a Shareholder who is an individual, to any of his Privileged Relations or Trustees;
- 14.1.2 by a Shareholder which is an undertaking (as defined in section 1161(1) of the Act), to any Member of the same Group;
- 14.1.3 by a Shareholder which is a Fund, to any Member of the same Fund Group or any Member of the Fund;
- 14.1.4 by an Investor:
 - 14.1.4.1 to any Member of the same Group;
 - 14.1.4.2 to any Member of the same Fund Group;
 - 14.1.4.3 to any other Investor;
 - 14.1.4.4 to any Financial Institution or Institutional Investor; and
 - 14.1.4.5 to any nominee of an Investor.
- 14.1.5 by a Shareholder that is an investment trust company whose shares are listed on a recognised investment exchange, to another such investment trust company:
 - 14.1.5.1 whose shares are so listed; or
 - 14.1.5.2 which is managed by the same management company as the transferor or by a holding company of such management company or any subsidiary company of such holding company;

save that no Restricted Shares shall be transferred to a Permitted Transferee without Investor Majority Consent.

- 14.2 Any person to whom a Permitted Transfer has been made in accordance with Articles 14.1.1 to 14.1.4 may make a further Permitted Transfer to any Investor or any of the other Permitted Transferees of the Original Shareholder listed in Articles 14.1.1 to 14.1.4, save that no Restricted Shares shall be transferred to a Permitted Transferee without Investor Majority Consent.
- 14.3 Unless express provision is made in these Articles to the contrary (including without limitation, pursuant to this Article 14 and Articles 18 and 21), save with Investor Majority Consent, the Founder shall not transfer Shares during the three years immediately following the Date of Adoption.
- 14.4 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are

Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.

- 14.5 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares when required to do so by the Board (including the Investor Directors).
- 14.6 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares when required to do so by the Board (including the Investor Directors).
- 14.7 Trustees may: (i) transfer Shares to a Qualifying Company; or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder; or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 14.8 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- 14.8.1 with the terms of the trust instrument and in particular with the powers of the trustees;
 - 14.8.2 with the identity of the proposed trustees;
 - 14.8.3 that the proposed transfer will not result in 50% or more of the aggregate of the Equity Shares being held by trustees of that and any other trusts; and
 - 14.8.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 14.9 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board (to include Investor Director Consent)) to have given a Transfer Notice in respect of such Shares.
- 14.10 If a Permitted Transferee who is a partner, spouse or Civil Partner of the Original Shareholder ceases to be a partner, spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:
- 14.10.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - 14.10.2 give a Transfer Notice to the Company in accordance with Article 15.2,
- failing which he shall be deemed to have given a Transfer Notice.
- 14.11 On the death (subject to Article 14.4), bankruptcy, liquidation, administrator or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within

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

- 14.12 Subject to Article 13.7, a transfer of any Shares approved by Enhanced Investor Consent may be made without restriction as to price or otherwise, free from the requirements of Articles 15 and 20 but subject to any conditions as may be imposed by the Enhanced Investor Consent and each such transfer shall be registered by the Directors.
- 14.13 Any Shares may at any time be transferred free from the transfer restrictions in the Articles and free from the requirements of Articles 15 and 20 where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by the Board, acting with Investor Director Consent.
- 14.14 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Investor Majority Consent.

15. **TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS**

- 15.1 Save where the provisions of Articles 6.4, 10.1, 13.8.2, 14, 19, 20 and 21 require or permit any transfer without pre-emption rights, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 15.
- 15.2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a "**Transfer Notice**") to the Company specifying:
- 15.2.1 the number and class of Shares which he wishes to transfer (the "**Sale Shares**");
- 15.2.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
- 15.2.3 subject to Articles 13.9.1 and 18.2, the price per Sale Share (in cash) at which he wishes to transfer the Sale Shares; and
- 15.2.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**"),

and if no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the "**Transfer Price**") must be agreed by the Board (including Investor Director Consent). In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (including Investor Director Consent). In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.

- 15.3 Subject to Article 16.8 and except with the written consent of the Board and Investor Director Consent, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 15.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 15.5 As soon as practicable following the later of:

- 15.5.1 receipt of a Transfer Notice; and
- 15.5.2 in the case where the Transfer Price has not been specified in the Transfer Notice, agreed or otherwise determined in accordance with these Articles, the determination of the Transfer Price under Article 16,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 15.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

15.6 *Transfers: Offer*

- 15.6.1 The Board shall offer the Sale Shares to all Shareholders other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**Pre-emption Offer Period**") for the maximum number of Sale Shares they wish to buy.
- 15.6.2 If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under this Article 15.6 will be conditional on the fulfilment of the Minimum Transfer Condition.
- 15.6.3 If, at the end of the Pre-emption Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares (excluding for these purposes Deferred Shares) bears to the total number of the Shares (excluding for these purposes Deferred Shares) held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated or each Shareholder has confirmed that it does not want to apply for any further Sale Shares, and no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.
- 15.6.4 If, at the end of the Pre-emption Offer Period (as extended or repeated pursuant to Article 15.6.3), the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 15.7.5.

15.7 *Completion of transfer of Sale Shares*

- 15.7.1 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 15.6 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- 15.7.2 If:
 - (a) the Transfer Notice does not include a Minimum Transfer Condition; or
 - (b) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 15.6 and once the requirements of Articles 19 and/or 20 have been fulfilled to the extent required, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**")

specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 5 Business Days nor more than 10 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- 15.7.3 Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- 15.7.4 If the Seller fails to comply with the provisions of Article 15.7.3:
- 15.7.4.1 the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- (b) receive the Transfer Price and give a good discharge for it; and
- (c) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
- 15.7.4.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- 15.7.5 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 15.7.6, the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to the transferee proposed in the Transfer Notice at a price at least equal to the Transfer Price.
- 15.7.6 The right of the Seller to transfer Shares under Article 15.7.5 does not apply if the Board is of the opinion on reasonable grounds that:
- 15.7.6.1 the transferee is a person (or a nominee for a person) who the Board (with Investor Director Consent) determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;
- 15.7.6.2 the sale of the Sale Shares is not *bona fide* or the price is subject to a deduction, rebate or allowance to the transferee; or
- 15.7.6.3 the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.
- 15.8 Any Sale Shares offered under this Article 15 to an Investor may be accepted in full or part only by any member of its Accepting Group in accordance with the terms of this Article 15.
- 15.9 The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares by the Board acting with Enhanced Investor Consent.
16. **VALUATION OF SHARES**
- 16.1 If the Transfer Price or Fair Value cannot be agreed in accordance with Articles 13.9.1 or 15.2 or otherwise then, within 5 Business Days of deadline for agreement, the Board shall either:

- 16.1.1 appoint an Expert Valuer in accordance with Article 16.2 to certify the Fair Value of the Sale Shares; or
 - 16.1.2 if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks, specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.
- 16.2 The "**Expert Valuer**" will be either:
 - 16.2.1 the Auditors; or
 - 16.2.2 a third party valuer appointed by the Board.
- 16.3 The "**Fair Value**" of the Sale Shares shall be as determined by the Expert Valuers on the following assumptions and bases:
 - 16.3.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - 16.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 16.3.3 that the Sale Shares are capable of being transferred without restriction;
 - 16.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Equity Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking into account the rights attaching to the Sale Shares; and
 - 16.3.5 reflecting any other factors which the Expert Valuers reasonably believe should be taken into account.
- 16.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 16.5 The Expert Valuers shall be requested to determine the Fair Value within twenty (20) Business Days of their appointment and to notify the Board of their determination.
- 16.6 The Expert Valuers shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 16.7 The Board will give the Expert Valuers access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose.
- 16.8 The Expert Valuers shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice which is deemed or required to have been served pursuant to these Articles, the Seller may by notice in writing to the Company within five (5) Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 16.9 The cost of obtaining the certificate shall be paid by the Company unless:
 - 16.9.1 the Seller cancels the Company's authority to sell; or
 - 16.9.2 the sale is pursuant to a Transfer Notice which is deemed or required to have been served, and the Transfer Price certified by the Expert Valuers is less than the price (if any) proposed by the Directors to the Seller for the Sale Share before the Expert

Valuer was instructed,

in which case the Seller shall bear the cost.

17. COMPULSORY TRANSFERS – GENERAL

17.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.

17.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either:

17.2.1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or

17.2.2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 17.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Shares save to the extent that the Directors may otherwise determine.

17.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a *bona fide* restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that the Directors may determine.

17.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its name and its nominee's names save that, in the case of a Permitted Transferee, it shall first have 10 Business Days from the date of service of a notice by the Company requiring it to serve a Transfer Notice to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of the Original Shareholder before being required to serve a Transfer Notice. This Article 17.4 shall not apply to a member that is an Investor.

18. DEPARTING FOUNDER

18.1 Subject to Articles 18.2 and 18.6, unless the Board and the Investor Majority determine that this Article 18.1 shall not apply, if at any time during the Relevant Period the Founder ceases to be an Employee by reason of being a Bad Leaver, all the Employee Shares relating to the Founder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Equity Share held) on the Effective Termination Date (rounded down to the nearest whole share).

18.2 Subject to Article 18.6, the Board and the Investor Majority shall be entitled to determine that, in the alternative to Article 18.1, a Transfer Notice shall be deemed to be given in respect all of the Employee Shares which were to convert into Deferred Shares under Article 18.1 (as applicable) on the Effective Termination Date, and in such circumstances the Transfer Price shall be the nominal value of the Employee Shares.

18.3 For the purposes of Article 18.2 the Employee Shares that form part of the Transfer Notice shall be offered in the following order of priority:

- 18.3.1 to any person(s) approved by the Board and an Investor Majority; and/or
- 18.3.2 to the Company (subject always to the provisions of the Act).
- 18.4 All voting rights attached to Employee Shares held by the Founder who becomes a Bad Leaver or by any Permitted Transferee of the Founder (the "**Restricted Member**"), if any, shall at the time he ceases to be an Employee by reason of being a Bad Leaver be suspended unless the Board and the Investor Majority notify him otherwise.
- 18.5 Any Employee Shares whose voting rights are suspended pursuant to Article 18.4 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 18.4 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.
- 18.6 On an Exit, the provisions of this Article 18 shall cease to apply to the Founder and all Employee Shares relating to him.
- 18.7 Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Founder (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the shares certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Ordinary Shares.
- 18.8 Any Director nominated by the Board for such purpose shall be constituted as the agent of the Founder and/or any other holder(s) of any relevant Employee Shares for the purpose of executing and delivering any documents which the Board deems necessary or appropriate in connection with the perfection of any conversion of Employee Shares into Deferred Shares pursuant to this Article 18.
- 18.9 The provisions of this Article 18 and the applicable definitions from Article 2 shall apply *mutatis mutandis* to any Founder who acquires Employee Shares at any time after the date these Articles are adopted.
- 18.10 Save with Investor Majority Consent, any reference to the "Board" in this Article 18 shall exclude any Founder who has become a Good Leaver or a Bad Leaver (as the case may be) and any holder of Employee Shares relating to that Founder.
19. **MANDATORY OFFER ON A CHANGE OF CONTROL**
- 19.1 Except in the case of Permitted Transfers and transfers pursuant to Articles 17 and 18, after going through the pre-emption procedure in Article 15 (if applicable), the provisions of Article 19.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 19.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to all of the other Equity Shareholders to acquire all of the issued Equity Shares for a consideration per Equity Share the value of which is at least equal to the Specified Price (as defined in Article 19.7).

- 19.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the "**Proposed Sale Shares**").
- 19.4 If any other Equity Shareholder is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 19.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Equity Shares held by Accepting Shareholders.
- 19.6 Subject to Article 6.4, the Proposed Transfer is subject to the pre-emption provisions of Article 15 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 15.
- 19.7 For the purpose of this Article:
- 19.7.1 the expression "**transfer**" and "**purchaser**" shall include the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment respectively;
- 19.7.2 the expression "**Specified Price**" shall mean in respect of each Equity Share a sum in cash equal to the highest price per Equity Share offered or paid by the Proposed Purchaser:
- 19.7.2.1 in the Proposed Transfer; or
- 19.7.2.2 in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,
- plus an amount equal to the Relevant Sum (as defined in Article 19.7.3 below), of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the "**Supplemental Consideration**"), **provided that** the total amount which would be payable for such shares by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in a accordance with the provisions of Articles 5 and 6;
- 19.7.3 **Relevant Sum** = $C \div A$
- where: A = number of Equity Shares being sold in connection with the relevant Proposed Transfer;
- C = the Supplemental Consideration.
20. **INVESTOR CO-SALE RIGHT**
- 20.1 Save with consent of the Board acting with Enhanced Investor Consent, no transfer (other than a Permitted Transfer) of any Equity Share may be made by any Shareholder or validly registered unless the relevant selling shareholder (the "**Co-Sale Shareholder**") shall have observed the following procedures of this Article.

- 20.2 After the Co-Sale Shareholder has gone through the pre-emption process set out in Article 15, the Co-Sale Shareholder shall give to each Investor (other than an Investor who is a Co-Sale Shareholder) who has not taken up their pre-emptive rights under Article 15 (an "**Equity Holder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

- 20.2.1 the identity of the proposed purchaser (the "**Buyer**");
- 20.2.2 the price per share which the Buyer is proposing to pay;
- 20.2.3 the manner in which the consideration is to be paid;
- 20.2.4 the number of Equity Shares which the Co-Sale Shareholder proposes to sell; and
- 20.2.5 the address where the counter-notice should be sent.

For the purposes of this Article 20, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Co-Sale Shareholder were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Articles 5 and 6.

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

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

where:

- X is the number of Equity Shares held by the Equity Holder;
- Y is the total number of Equity Shares (excluding Treasury Shares) in issue and outstanding;
- Z is the number of Equity Shares the Co-Sale Shareholder proposes to sell.

Any Equity Holder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no Shares pursuant to this Article 20.

- 20.4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Co-Sale Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Co-Sale Shareholder from the Buyer.
- 20.5 No sale by the Co-Sale Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 20.6 Sales made by Equity Holders in accordance with this Article 20 shall not be subject to Article 15.

21. DRAG ALONG

21.1 If Shareholders who together hold more than 50% of the issued Equity Shares (which must include an Investor Majority) (for this purpose (i) excluding any Treasury Shares; and (ii) if the Series A Shares and/or Series B Shares in issue at the relevant time are convertible into a greater number of Ordinary Shares or the holders of the Series A Shares and/or the Series B Shares are entitled to Anti-Dilution Shares which have not yet been issued, each holder of Series A Shares and/or Series B Shares, in lieu of the Series A Shares and/or Series B Shares held by such Shareholder and in addition to any Ordinary Shares held by such Shareholder, shall be deemed to hold the number of Ordinary Shares of which he would be the holder assuming:

21.1.1 he had been issued the maximum number of Anti-Dilution Shares to which he is or was entitled to pursuant to Article 9; and

21.1.2 all of the Series A Shares and/or Series B Shares of which he is or would be (including any Anti-Dilution Shares he is entitled to pursuant to Article 9) the holder were converted into Ordinary Shares at the then applicable Conversion Ratio),

(together, the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall have the option (the "**Drag Along Option**") to compel each of the other holders of Equity Shares (the "**Called Shareholders**") to sell and transfer all their Equity Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article.

21.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that:

21.2.1 the Called Shareholders are required to transfer all their Equity Shares (the "**Called Shares**") under this Article;

21.2.2 the person to whom they are to be transferred;

21.2.3 the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article); and

21.2.4 the proposed date of transfer,

(and, in the case of Article 21.2.2 to 21.2.4 above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or sale agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article 21.

21.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 20 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

21.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Purchaser to the Selling Shareholders and the Called Shareholders (the "**Total Consideration**") were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 5 and 6 (which could be nil or nominal consideration), provided that the entitlement to the distribution of any deferred payments shall only be made at the same time as deferred payments are made to the Selling Shareholders and provided further that any discharge by the Proposed Purchaser of any Costs of Sale shall not for these purposes be treated as part of the total consideration proposed to be paid by the Proposed Purchaser if such discharge has been agreed to by the Selling Shareholders).

- 21.5 A Drag Along Notice may require a Called Shareholder to execute the same legally binding agreements and other related documentation as shall be entered into by the Selling Shareholders to effect the sale in question (the "**Sale Documentation**") and, save for a Called Shareholder who is an Investor, contribute the same proportion of the consideration for which such Called Shareholder's Called Shares are to be transferred (as calculated in accordance with Article 21.4) into any escrow (if applicable) established to cover breach of any representation, warranty or indemnity provided by all Selling Shareholders and Called Shareholders as the Selling Shareholders are contributing, (the "**Escrow Amount**") provided that:
- 21.5.1 in entering into the Sale Documentation, the Called Shareholder shall not (other than as is required by the remaining provisions of this Article 21) be required to sell its Shares for a lower price per Share than such price as would be calculated in accordance with Article 21.4;
- 21.5.2 such Called Shareholder shall only be required to give warranties and indemnities (if applicable) regarding title to its shares, authority and capacity equivalent to those title, authority and capacity warranties and indemnities (if applicable) being given by the Selling Shareholders which such warranties and indemnities shall be given solely with respect to such Called Shareholder and the Called Shares held by him and, save in respect of fraud on the part of the Called Shareholder, the liability of the Called Shareholder in respect of any breach of those title, authority and capacity warranties and indemnities (if applicable) shall not exceed the consideration for which such Called Shareholder's Called Shares are to be transferred (as calculated in accordance with Article 21.4) and, for the avoidance of doubt, no Called Shareholder who is an Investor shall be required to:
- 21.5.2.1 give any restrictive covenants or other post-completion undertakings in respect of the sale of its Called Shares;
- 21.5.2.2 amend, extend, enter into or terminate any contractual or commercial relationship, arrangement or agreement in connection with the sale of the Company or other transaction (other than agreements executed by that Investor related to the purchase or ownership of the Called Shares or other securities of the Company), including any waiver or release of claims against the Company (other than those arising solely in its capacity as a holder of the Called Shares or any other securities of the Company);
- 21.5.2.3 agree to any new covenant unless all shareholders of the Company are required to agree to the same covenant; or
- 21.5.2.4 make any out-of-pocket expenditure prior to the consummation of the sale of the Company (excluding modest expenditures for postage, copies, etc.) and shall not be obligated to pay any expenses incurred in connection with a consummated sale of the Company, except indirectly to the extent such costs are incurred for the benefit of all shareholders of the Company and are paid by the Company or the acquiring party; provided, however, that costs incurred by or on behalf of an Investor for its sole benefit will not be considered costs of the transaction.
- 21.5.3 in addition to the warranties and indemnities called for pursuant to Article 21.5.2, such Called Shareholder (other than a Called Shareholder who is an Investor) shall (subject to such Called Shareholder having a right to disclose against such warranties in the ordinary course) give such additional warranties and indemnities as are being given by the Selling Shareholders, provided, however, that, save in respect of fraud or dishonesty on the part of the Called Shareholder, the liability of the Called Shareholder in respect of any breach of such additional warranties and indemnities shall not exceed a percentage of the Total Consideration as calculated by reference to the number of Equity Shares held by the Called Shareholder as a proportion of the total aggregate amount of the Sellers Shares and the Called Shares; and

- 21.5.4 unless a Called Shareholder shall expressly consent in writing otherwise any such liability of such Called Shareholder under Articles 21.5.2 and 21.5.3 shall be several and not joint with any other person (except to the extent that funds may be paid out of any escrow established to cover breach of any representation, warranty or indemnity provided by all Selling Shareholders and Called Shareholders).

If the provisions of this Article 21.5 are void or unenforceable, but would be valid if some part of those provisions were amended or deleted, the provision in question shall apply with such modification or deletion as may be necessary to make it valid. The invalidity of any or all of the provisions of this Article 21.5 shall not affect the validity of the remainder of this Article 21.

- 21.6 Within five Business Days after service of a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver to the Company:

- 21.6.1 stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct;
- 21.6.2 the relevant share certificate(s) (or a suitable indemnity in a form acceptable to the Board);
- 21.6.3 the duly executed Sale Documentation required to be executed by it; and
- 21.6.4 authority to transfer the Escrow Amount into the relevant escrow account (if applicable).

(together the "**Drag Documents**")

- 21.7 Completion of the sale and purchase of the Called Shares ("**Drag Along Completion Date**") shall take place on the same date and in the same manner as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:

- 21.7.1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or
- 21.7.2 that date is less than five Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 15 Business Days after the date of service of the Drag Along Notice.

- 21.8 On the later of:

- 21.8.1 the Drag Along Completion Date; and
- 21.8.2 where the amount of the consideration payable by the Proposed Purchaser for the Sellers' Shares and the Called Shares is to be adjusted based upon accounts of the Company as at the Drag Along Completion Date, the date which is no more than 5 Business Days after the final agreement or determination of those accounts, being no more than 90 Business Days after the Drag Along Completion Date,

the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to Article 21.4 less the Escrow Amount and pay the Escrow Amount into the relevant escrow account (if applicable), in each case to the extent the Proposed Purchaser has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to Article 21.4 and the Escrow Amount (if applicable) shall be a good discharge to the Proposed Purchaser. Pending payment to the Called Shareholders, the Company shall hold the amounts due to the Called Shareholders pursuant to Article 21.4 less the Escrow Amount (if applicable) in trust for the Called Shareholders without any obligation to pay interest.

- 21.9 To the extent that the Proposed Purchaser has not, on the Drag Along Completion Date, put the Company in funds to pay the amounts due pursuant to Article 21.4 including the Escrow Amounts, the Called Shareholders shall be entitled to the return of Drag Documents and the

Called Shareholders shall have no further rights or obligations under this Article 21 in respect of that Drag Along Notice.

- 21.10 If a Called Shareholder fails to deliver the Drag Documents to the Company prior to the Drag Along Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents (including, but not limited to, any document to be executed as a deed) as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 21 and the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, at the Drag Along Completion Date, put the Company in funds to pay the amounts due pursuant to Article 21.4 including the Escrow Amount for the Called Shareholder's Shares offered to him). The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the amount then due to him pursuant to Article 21.4 less any Escrow Amount which shall be paid into the relevant escrow account.
- 21.11 Any transfer of Shares to a Proposed Purchaser (or as they may direct) in accordance with or pursuant to this Article 21 shall not be subject to the provisions of Articles 15, 18 or 20 or any other provision of these Articles which would otherwise fetter the ability of the Selling Shareholders to transfer their Shares or the Shares of the Called Shareholders to a Proposed Purchaser on the terms of this Article 21.
- 21.12 On any person, following the issue of a Drag Along Notice, becoming an Equity Shareholder of the Company pursuant to the: (i) exercise of a pre-existing option or warrant to acquire shares in the Company; or (ii) conversion of any convertible security of the Company (in each case 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 and the New Shareholder shall then be bound to sell and transfer all Equity Shares so acquired to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this Article 21 shall apply with the necessary changes to the New Shareholder, except that if the date on which the Drag Along Notice was deemed to have been served on the New Shareholder is after the Drag Along Completion Date, completion of the sale of the Shares shall take place five Business Days after the date on which the Drag Along Notice was deemed served on the New Shareholder, or on such later date as may be approved in writing by the Board and the Selling Shareholders.
- 21.13 In the event that an Asset Sale is approved by the Board and Shareholders who together hold more than 50% of the issued Equity Shares (which must include an Investor Majority (for this purpose (i) excluding any Treasury Shares; and (ii) if the Series A Shares and/or Series B Shares in issue at the relevant time are convertible into a greater number of Ordinary Shares or the holders of the Series A Shares and/or the Series B Shares are entitled to Anti-Dilution Shares which have not yet been issued, each holder of Series A Shares and/or Series B Shares, in lieu of the Series A Shares and/or Series B Shares held by such Shareholder and in addition to any Ordinary Shares held by such Shareholder, shall be deemed to hold the number of Ordinary Shares of which he would be the holder assuming:
- 21.13.1 he had been issued the maximum number of Anti-Dilution Shares to which he is or was entitled to pursuant to Article 9; and
- 21.13.2 all of the Series B Shares of which he is or would be (including any Anti-Dilution Shares he is entitled to pursuant to Article 9) the holder were converted into Ordinary Shares at the then applicable Conversion Ratio),

such approving Shareholders shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to Shareholders in accordance with the provisions of Articles 5 and 6.

22. GENERAL MEETINGS

- 22.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 22.2 Subject to Article 30, the provisions of section 318 of the Act shall apply to the Company, provided that for quorum to be present the Qualifying Persons present must be or represent at least an Investor Majority and the Founder (in each case, for so long as they are an Equity Shareholder and in the case of the Founder, for so long as he is not a Bad Leaver). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed with the Qualifying Persons then present or represented, provided at least two Shareholders (or Qualifying Persons representing two or more Shareholders) are in attendance or represented.
- 22.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 22.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 22.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 22.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 22.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver proxy notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

23. PROXIES

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

23.2.2 be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or

23.2.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer,

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

24. **DIRECTORS' BORROWING POWERS**

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

25. **NO ALTERNATE DIRECTORS**

25.1 Notwithstanding any provision of these Articles to the contrary, no Director shall be entitled to appoint any person to act as his alternate for any purpose.

26. **NUMBER OF DIRECTORS**

Save with Investor Majority Consent and Founder Manager Consent, the number of Directors shall be not less than two (≥ 2) and not more than seven (≤ 7).

27. **APPOINTMENT OF DIRECTORS AND OBSERVERS**

27.1 **Investor Directors and Observers**

27.1.1 Subject to Article 27.1.2, for so long as an Investor together with its Permitted Transferees holds:

27.1.1.1 not less than ten per cent ($\geq 10\%$) of the Equity Shares in issue for the time being, that Investor shall have the right (exercisable in accordance with Article 27.1.2 below) to appoint and maintain in office one such natural person as the appointing Investor may from time to time nominate as a director of the Company (each an "**Investor Director**") and to remove any director so appointed and, upon his removal whether by the appointing Investor or otherwise, to appoint another Investor Director in his place; and

27.1.1.2 not less than five per cent ($\geq 5\%$) of the Equity Shares in issue for the time being, that Investor shall have the right (exercisable in accordance with Article 27.1.2 below) to appoint one representative to attend as an observer (each an "**Investor Observer**") at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but will have no vote and no authority to bind the Company in any way.

27.1.2 If at any time following the Date of Adoption an Investor who has the right to appoint an Investor Observer or an Investor Director (by virtue of their shareholding of Equity Shares at the Date of Adoption) ceases to hold at least five per cent (5%) of the Equity Shares in issue for the time being, that Investor shall

continue to have the right to appoint an Investor Observer for as long as that Investor, its Affiliates or any of their Permitted Transferees hold together not less than the number of Equity Shares (such number subject to appropriate adjustment in the event of any reorganisation, share split, combination or other similar recapitalisation with respect to the share capital of the Company or any other securities), in issue in the name of that Investor, its Affiliates or any of their Permitted Transferees on the Date of Adoption.

- 27.1.3 Appointment and removal of an Investor Director or an Investor Observer shall be by written notice to the Company signed by or on behalf of the appointing Investor, which notice shall take effect on delivery at the registered office or at any meeting of the Board.
- 27.1.4 Subject to the Act, on any resolution to remove an Investor Director, the Shares held by the appointing Investor (or its Permitted Transferees) shall (if they would otherwise carry fewer votes) together carry one vote in excess of 50% of all the other votes then exercisable, and if any such Investor Director is removed under section 168 of the Act or otherwise, the appointing Investor may reappoint him or any other person as an Investor Director. An Investor Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary.
- 27.1.5 Without prejudice to Article 27.1.1.2 if, after having appointed an Investor Director pursuant to Article 27.1.1.1 above, the Investor who appointed that Investor Director ceases to have the right to appoint an Investor Director pursuant to Article 27.1.1.1, save with Investor Majority Consent, the Investor who appointed that Investor Director shall procure that such Investor Director resigns as a director of the Company (and each other Group Company) with immediate effect.
- 27.1.6 No Investor Director shall be under any obligation to disclose any information or opportunities to the Company except to the extent that the information or opportunity was passed to him expressly in his capacity as a director of the Company.
- 27.1.7 Subject to any provisions of the Subscription and Shareholders Agreement which allow for the withholding of information in certain circumstances, the Company shall provide to each Investor Observer copies of all notices, minutes, consents, and other materials that it provides to members of the Board at the same time and in the same manner as provided to the members of the relevant board.
- 27.1.8 Where:
- 27.1.8.1 an Investor Observer has an interest which can reasonably be regarded as likely to give rise to a conflict of interest; or
- 27.1.8.2 the Board determines in good faith, that excluding the Investor Observer from attendance at a meeting of the Board is reasonably required in order to (i) preserve the solicitor client privilege between the Company and its legal advisors or (ii) protect the Company's trade secrets or other confidential information that is reasonably determined to be competitively sensitive vis-à-vis the Investor or any of its Affiliates whom the Investor Observer is representing,

the Investor Observer will take such steps as may be necessary or desirable for the purpose of managing such conflict of interest, solicitor client privilege or protecting such trade secrets or confidential information, including compliance with any procedures laid down from time to time by the Directors and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered.

27.2 Founder Director

- 27.2.1 Subject to Article 27.2.5, the Founder (provided that he has not become a Bad Leaver) shall have the right, exercisable in accordance with Article 27.2.2, to:
- 27.2.1.1 appoint and maintain in office **one natural person as the Founder may from time to time nominate**, as a director of the Company (the "**Founder Director**"), (who upon adoption of these Articles is Matthew Lumsden) and to remove a Founder Director so appointed and upon his removal whether by the Founder or otherwise, to appoint another Founder Director in his place; and
 - 27.2.1.2 to appoint one representative to attend as an observer (the "**Founder Observer**") at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but will have no vote and no authority to bind the Company in any way.
- 27.2.2 Appointment and removal of the Founder Director or the Founder Observer shall be by written notice to the Company signed by the Founder (provided that he has not become a Bad Leaver, whereby his rights to appoint and remove the Founder Director or the Founder Observer will no longer apply in accordance with this article 27.2), which notice shall take effect on delivery at the registered office or at any meeting of the Board.
- 27.2.3 The Founder Director shall be entitled, at his request, to be appointed to any committee of the Board established from time to time and to the board of directors of any and each Subsidiary.
- 27.2.4 Subject to Article 27.2.5 and the Act, on any resolution to remove a Founder Director, the Shares held by the Founder (or his Permitted Transferees) shall (if they would otherwise carry fewer votes) together carry one vote in excess of 50% of all the other votes then exercisable, and if a Founder Director is removed under section 168 of the Act or otherwise, the Founder (provided that he has not become a Bad Leaver) may reappoint him/it or any other person or entity as a Founder Director.
- 27.2.5 If the Founder becomes a Bad Leaver:
- 27.2.5.1 save with Investor Majority Consent, the Founder Director shall be deemed to have resigned as a director of the Company (and each other Group Company) with immediate effect and shall be not be eligible to be re-appointed pursuant to this Article 27.2; and
 - 27.2.5.2 save with Investor Majority Consent, the Founder Observer shall cease to be entitled to attend any meeting of the Board.

27.3 Independent Director

- 27.3.1 The Board shall have the right to nominate one natural person to act as a director of the Company (the "**Independent Director**"), provided that the appointment of any person as Independent Director shall be subject to Investor Majority Consent and Founder Manager Consent.
- 27.3.2 Subject to Investor Majority Consent and Founder Manager Consent in accordance with Article 27.3.1, appointment of an Independent Director shall take effect upon a resolution being passed by the Board to that effect.
- 27.3.3 Removal of an Independent Director shall take effect upon a resolution being passed by the Board to that effect.

27.4 Chairman

- 27.4.1 The Board (acting with Investor Director Consent) shall have the right to appoint any serving director as chairman of the Board (the "**Chairman**") and to remove and replace any such Chairman. The Chairman shall not have a casting vote.
- 27.4.2 If there is no Chairman in office for the time being, or the Chairman appointed for the time being pursuant to Article 27.4.1 is unable to attend any meeting of the directors, the directors present at the meeting must appoint another director present at the meeting to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting. A chairman appointed pursuant to this Article 27.4.2 shall not have a casting vote.

27.5 Expenses

The Company will reimburse the Directors including the Investor Directors with the reasonable costs and out of pocket expenses incurred by them in respect of attending meetings of the Company, the Board, any committee of the Board, any Subsidiary or the board of directors of any Subsidiary or carrying out authorised business on behalf of the Company. Such costs and expenses shall not exceed £3,500 per annum per Investor Director (unless approved by the Board).

28. DISQUALIFICATION OF DIRECTORS

In addition to that provided in article 18 of the Model Articles or these Articles, the office of a Director shall also be vacated if:

- 28.1.1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or
- 28.1.2 in the case of Directors other than an Investor Director or the Founder Director (so long as the Founder has not become a Bad Leaver), if a majority of his co-Directors serve notice on him in writing, removing him from office.

29. PROCEEDINGS OF DIRECTORS

- 29.1 Subject to Article 30, the quorum for Directors' meetings shall be any three (3) Directors which must include: (i) each of the Investor Directors appointed for the time being by the Investors (unless any such Investor Director has consented otherwise); and (ii) one Founder Director, (save that where a Relevant Interest of an Investor Director or Founder Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Investor Director or Founder Director (as the case may be) and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting acting with Investor Director Consent. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 29.2 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.
- 29.3 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

29.4 Subject to Article 30, provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting, save that the Founder Director may not vote or count in the quorum on any resolution to approve, vary or terminate his service agreement with the Company.

29.5 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

30. DIRECTORS' INTERESTS

Specific interests of a Director

30.1 Subject to the provisions of the Act and Article 30 and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:

30.1.1 where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;

30.1.2 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;

30.1.3 where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;

30.1.4 where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;

30.1.5 where a Director (or a person connected with him) is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;

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

30.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or

30.1.8 any other interest authorised by ordinary resolution.

Interests of an Investor Director

- 30.2 In addition to the provisions of Article 30.1, subject to the provisions of Article 30 and the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:
- 30.2.1 an Investor;
 - 30.2.2 any other company to which he is nominated by that Investor (including, without limitation, in relation to any company whose business competes or may compete with the Business);
 - 30.2.3 a Fund Manager which advises or manages an Investor;
 - 30.2.4 any of the funds advised or managed by a Fund Manager which advises or manages an Investor from time to time; or
 - 30.2.5 another body corporate or firm in which a Fund Manager which advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

Interests of which a Director is not aware

- 30.3 For the purposes of this Article 30, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 30.4 In any situation permitted by this Article 30 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

- 30.5 Subject to Article 30.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:
- 30.5.1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
 - 30.5.1.1 restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - 30.5.1.2 restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - 30.5.1.3 restricting the application of the provisions in Articles 30.7 and 30.8, so far as is permitted by law, in respect of such Interested Director;
 - 30.5.2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant

Interest as they see fit from time to time; and

subject to Article 30.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 30.

Terms and conditions of Board authorisation for an Investor Director

- 30.6 Notwithstanding the other provisions of this Article 30, but subject to Article 30, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 30.8.

Director's duty of confidentiality

- 30.7 Subject to Article 30.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 30), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:
- 30.7.1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
- 30.7.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- 30.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 30.7 shall apply only if the conflict arises out of a matter which falls within Article 30.1 or Article 30.2 or has been authorised under section 175(5)(a) of the Act.
- 30.9 An Investor Director shall be entitled from time to time to disclose to his appointor, to any Permitted Transferee of such appointor and to any other person that Investor Director or his appointor may disclose confidential information pursuant to the Subscription and Shareholders' Agreement (as amended), such information concerning the business and affairs of the Company as he shall at his discretion see fit and he shall not be in breach of any duty owed to the Company by reason of such disclosure.

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

- 30.10 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:
- 30.10.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
- 30.10.2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director is to declare an interest

- 30.11 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 30.1 or Article 30.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:
- 30.11.1 falling under Article 30.1.7;
 - 30.11.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
 - 30.11.3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

- 30.12 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 30.
- 30.13 For the purposes of this Article 30:
- 30.13.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;
 - 30.13.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
 - 30.13.3 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

31. NOTICES

- 31.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:
- 31.1.1 in hard copy form;
 - 31.1.2 in electronic form; or
 - 31.1.3 (by the Company) by means of a website (other than notices calling a meeting of Directors),

or partly by one of these means and partly by another of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 31.

Notices in hard copy form

- 31.2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):
- 31.2.1 to the Company or any other company at its registered office; or
 - 31.2.2 to the address notified to or by the Company for that purpose; or
 - 31.2.3 in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
 - 31.2.4 in the case of an intended recipient who is a Director, to his address as shown in the register of Directors; or
 - 31.2.5 to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
 - 31.2.6 where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in 31.2.1 to 31.2.5 above, to the intended recipient's last address known to the Company.
- 31.3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:
- 31.3.1 if delivered, at the time of delivery;
 - 31.3.2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

- 31.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:
- 31.4.1 if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
 - 31.4.2 if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 31.2; or
 - 31.4.3 be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:
 - 31.4.3.1 on its website from time to time; or
 - 31.4.3.2 by notice (in hard copy or electronic form) to all members of the Company from time to time.
- 31.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
- 31.5.1 if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
 - 31.5.2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;

31.5.3 if delivered in an electronic form, at the time of delivery; and

31.5.4 if sent by any other electronic means as referred to in Article 31.4.3, at the time such delivery is deemed to occur under the Act.

31.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

Notice by means of a website

31.7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.

General

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

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

32. INDEMNITIES AND INSURANCE

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

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

32.1.1.1 any liability incurred by the director to the Company or any associated company; or

32.1.1.2 any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or

32.1.1.3 any liability incurred by the director:

(a) in defending any criminal proceedings in which he is convicted;

(b) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or

- (c) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 32.1.1.1, 32.1.1.3(b) and 32.1.1.3(c) applying;

- 32.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

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

33. SECRETARY

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

34. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 34.1 The Board may, if authorised to do so by an ordinary resolution (with Investor Majority Consent):

- 34.1.1 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

- 34.1.2 appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to such Shareholders and in such proportions as the Board may in their absolute discretion (with Investor Majority Consent) deem appropriate (the "**Shareholders Entitled**").

- 34.2 Article 36 of the Model Articles shall not apply to the Company.

- 34.3 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may in its absolute discretion (with Investor Majority Consent) deem appropriate.

- 34.4 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.

- 34.5 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.

34.6 Subject to the Articles the Board may:

- 34.6.1 apply Capitalised Sums in accordance with Articles 34.3 and 34.4 partly in one way and partly another;
- 34.6.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 34; and
- 34.6.3 authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 34.

35. **LIEN**

35.1 The Company shall have a first and paramount lien (the "**Company's Lien**") over 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.

35.2 The Company's Lien over a Share:

- (a) shall take priority over any third party's interest in that Share; and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

The Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company's Lien shall not be subject to it, either wholly or in part.

35.3 Subject to the provisions of this Article 35, if:

- (a) a notice complying with Article 35.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and
- (b) the person to whom the notice was given has failed to comply with it,

the Company shall be entitled to sell that Share in such manner as the Directors decide.

35.4 A Lien Enforcement Notice:

- (a) may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

35.5 Where any Share is sold pursuant to this Article 35:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and

- (b) the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.
- 35.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
 - (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
 - (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.
- 35.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:
 - (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.