

DATED 24 JUNE 2020

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**ARTICLES OF ASSOCIATION OF ISWAP EURO  
LIMITED**

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Company No 7282077

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
ISWAP EURO LIMITED (the "Company")**

(Adopted by special resolution passed on 24 JUNE 2020)

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**PART 1**

**INTERPRETATION AND LIMITATION OF LIABILITY**

**1 INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**"Act"** means the Companies Act 2006 as supplemented and amended from time to time.

**"appointor"** has the meaning given to it in Article 53.1.

**"Articles"** means the Company's articles of association.

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

**"Board"** means the board of directors of the Company from time to time.

**"Board Majority"** means a majority in number of the Board.

**"Business Day"** means any day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are generally open for business.

**"chairman"** has the meaning given to it in Article 42.2.

**"chairman of the meeting"** has the meaning given to it in Article 11.3.

**"Conflict"** has the meaning given to it in Article 45.1.

**"director"** means a director of the Company, and includes any person occupying the position of director, by whatever name called.

**"distribution recipient"** has the meaning given to it in Article 20.2.

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

**"electronic form"** has the meaning given to it in section 1168 of the Act.

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

**"equity securities"** has the meaning given to it in section 560 of the Act.

**"fully paid"** in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company.

**"Group"** means, in relation to any company, that company, any Subsidiary of that company, any Holding Company of that company and any Subsidiary of any Holding Company of that company from time to time.

**"hard copy form"** has the meaning given to it in section 1168 of the Act.

**"holder"** in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares.

**"instrument"** means a document in hard copy form.

**"iSwap"** means iSwap Limited (Company Number 07282059) whose registered office is at Floor 2, 155 Bishopsgate, London, EC2M 3TQ.

**"iSwap Ordinary Shares"** means the ordinary voting shares of \$1 each in the capital of iSwap.

**"iSwap Shareholder"** means a holder of iSwap Ordinary Shares.

**"Model Articles"** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.

**"ordinary resolution"** has the meaning given to it in section 282 of the Act.

**"paid"** means paid or credited as paid.

**"participate"** in relation to a directors' meeting, has the meaning given to it in Article 40.1.

**"proxy notice"** has the meaning given to it in Article 16.1.

**"Shareholders"** means the holders of Shares from time to time and **"Shareholder"** shall be construed accordingly.

**"Shares"** means the ordinary shares of €1 each in the capital of the Company.

**"special resolution"** has the meaning given to it in section 283 of the Act.

**"Subsidiary"** and **"Holding Company"** mean, respectively, a **"subsidiary"** and a **"holding company"** as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in

subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

**"transmittee"** means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

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

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.

- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.5 The terms "including", "include", "in particular" or any similar expression used herein shall be deemed to include the expression "without limitation" immediately after them.

## **2 EXCLUSION OF MODEL ARTICLES**

The Model Articles shall not apply to the Company.

## **3 LIABILITY OF SHAREHOLDERS**

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

## **PART 2**

### **SHARES AND DECISION MAKING BY SHAREHOLDERS**

#### **4 ALL SHARES TO BE FULLY PAID UP**

- 4.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

- 4.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

## **5 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

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

## **6 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

- 6.1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as is in accordance with the provisions of any agreement entered into from time to time by all of the iSwap Shareholders.
- 6.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such Shares.

## **7 VARIATION OF CLASSES OF SHARES**

No variation of the rights attaching to any class of Shares shall be effective except with:

- (a) the consent in writing of the holders of not less than three-quarters in nominal value of the issued Shares of the relevant class; or
- (b) the sanction of a special resolution passed at a separate general meeting of the holders of the Shares of the relevant class. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply.

## **8 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 8.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 8.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 8.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

8.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

8.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **9 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

9.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

9.2 The chairman of the meeting may permit other persons who are not:

- (a) Shareholders of the Company; or
- (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

## **10 QUORUM FOR GENERAL MEETINGS**

10.1 If the Company has more than one member, the quorum for a general meeting shall be:

- (a) one Shareholder holding more than one half in nominal value of the issued Shares and present in person or by proxy or by representative (and the presence of such a Shareholder shall be deemed for this purpose to constitute a valid meeting); or
- (b) if no such Shareholder is present, two Shareholders present in person or by proxy or representative.

10.2 If the Company has only one Shareholder, section 318 of the Act shall apply.

10.3 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **11 CHAIRING GENERAL MEETINGS**

11.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

11.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the directors present; or
- (b) (if no directors are present), the meeting,

must appoint a director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 11.3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting".

## **12 ADJOURNMENT**

- 12.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

- 12.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 12.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 12.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting,
- (c) in any event ensuring that the continuation of the adjourned general meeting shall take place on a date which is at least 5 Business Days after the date of the adjourned meeting.

- 12.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

- 12.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **13 VOTING AT GENERAL MEETINGS**

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

## **14 ERRORS AND DISPUTES**

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

## **15 POLL VOTES**

- 15.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 15.2 A poll may be demanded by:
- (a) the chairman of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
- 15.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
  - (b) the chairman of the meeting consents to the withdrawal.
- 15.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **16 CONTENT OF PROXY NOTICES**

- 16.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
- (a) states the name and address of the Shareholder appointing the proxy;
  - (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting

at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

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

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

## **17 DELIVERY OF PROXY NOTICES**

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

## **18 AMENDMENTS TO RESOLUTIONS**

- 18.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

- 18.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 18.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## **19 PROCEDURE FOR DECLARING DIVIDENDS**

- 19.1 The Company may declare dividends, and the directors may decide to pay interim dividends in accordance with the provisions of any agreement entered into from time to time by all of the iSwap Shareholders.
- 19.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 19.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 19.4 Unless the Shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 19.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 19.6 Subject to the provisions of any agreement entered into from time to time by all of the iSwap Shareholders, the directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 19.7 If the directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

## **20 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

- 20.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the distribution recipient in writing;

- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
- (d) any other means of payment as the directors agree with the distribution recipient in writing.

20.2 In the Articles, "the distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:

- (a) the holder of the Share; or
- (b) if the Share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

## **21 NO INTEREST ON DISTRIBUTIONS**

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the holder of that Share and the Company.

## **22 UNCLAIMED DISTRIBUTIONS**

22.1 All dividends or other sums which are:

- (a) payable in respect of Shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

22.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

22.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

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

## **23 NON-CASH DISTRIBUTIONS**

- 23.1 Subject to the terms of issue of the Share in question, the Company may, in accordance with the provisions of any agreement entered into from time to time by all of the Shareholders and on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 23.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
  - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
  - (c) vesting any assets in trustees.

## **24 WAIVER OF DISTRIBUTIONS**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

- (a) the Share has more than one holder; or
- (b) more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders; or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

## **25 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS.**

- 25.1 Subject to the Articles and the provisions of any agreement entered into from time to time by all of the iSwap Shareholders, the directors may, if they are so authorised to do so by the Shareholder:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
  - (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.
- 25.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
  - (b) in the same proportions as a dividend would have been distributed to them.
- 25.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 25.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 25.5 Subject to the Articles the directors may:
  - (a) apply capitalised sums in accordance with paragraphs 25.3 and 25.4 partly in one way and partly in another;
  - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
  - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

## **26 ISSUE OF NEW SHARES**

- 26.1 The Company has the power to allot and issue Shares and to grant rights to subscribe for, or to convert any security into, Shares pursuant to those rights.
- 26.2 Whilst the Company has at any time only one class of Shares, the directors may only exercise the power of the Company to allot and issue Shares or to grant rights to subscribe for, or to convert any security into, Shares in accordance with section 551 of the Act. The powers of the directors pursuant to section 550 of the Act shall be limited accordingly.
- 26.3 Subject to the provisions of any agreement entered into from time to time by all of the iSwap Shareholders, the Company shall not allot equity securities to a person on any terms unless:
  - (a) it has made an offer to each holder of the same class of Share to allot to it on the same or more favourable terms a proportion of those equity securities that is as nearly as practicable equal to the proportion in nominal value held by it of the relevant class of Share; and
  - (b) the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.
- 26.4 Equity securities that the Company has offered to allot to a Shareholder may be allotted to it without contravening Article 26.3(b).

- 26.5 Any offer made pursuant to Article 26.3 must be made in writing and state a period of at least 14 days beginning on the date on which the offer is sent during which it may be accepted and the offer shall not be withdrawn before the end of that period.
- 26.6 The Shareholders who accept all the equity securities offered to them pursuant to Article 26.3 ("**acceptors**") shall be entitled to indicate whether they would accept equity securities not accepted by other Shareholders ("**Excess Shares**"), and any such Excess Shares shall be allotted to such acceptors in the numbers in which they have been accepted by such acceptors or, if the number of Excess Shares is insufficient for all such acceptors to be allocated all the Excess Shares they have indicated they would accept, then the Excess Shares shall be allocated as nearly as practicable in the proportion that the number of Excess Shares each such acceptor has indicated it would accept bears to the aggregate number of Excess Shares applied for by all such acceptors. Fractional entitlements to equity securities shall be ignored.

## **27 SHARE CERTIFICATES**

- 27.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 27.2 Every certificate must specify:
- (a) in respect of how many Shares, of what class, it is issued;
  - (b) the nominal value of those Shares;
  - (c) that the Shares are fully paid; and
  - (d) any distinguishing numbers assigned to them.
- 27.3 No certificate may be issued in respect of Shares of more than one class.
- 27.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 27.5 Certificates must:
- (a) have affixed to them the Company's common seal; or
  - (b) be otherwise executed in accordance with the Act.

## **28 REPLACEMENT SHARE CERTIFICATES**

- 28.1 If a certificate issued in respect of a Shareholder's Shares is:
- (a) damaged or defaced; or
  - (b) said to be lost, stolen or destroyed,
- that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

28.2 A Shareholder exercising the right to be issued with such a replacement certificate:

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

## **29 TRANSFER OF SHARES**

- 29.1 No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share except in accordance with any agreement entered into from time to time by all of the iSwap Shareholders.
- 29.2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- 29.3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- 29.4 The Company may retain any instrument of transfer which is registered.
- 29.5 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 29.6 The directors may refuse to register the transfer of a Share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

## **30 TRANSMISSION OF SHARES**

- 30.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.
- 30.2 A transmittee who produces such evidence of entitlement to Shares as the directors may properly require:
  - (a) may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person; and
  - (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had.
- 30.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares.

### **31 EXERCISE OF TRANSMITTEES' RIGHTS**

- 31.1 Transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 31.2 If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 31.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

### **32 TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Article 31.2 has been entered in the register of members.

## **PART 3**

### **DIRECTORS**

#### **33 DIRECTORS' GENERAL AUTHORITY**

Subject to the terms of any agreement entered into from time to time by all of the iSwap Shareholders, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

#### **34 SHAREHOLDERS' RESERVE POWER**

- 34.1 The Shareholders may by resolution in accordance with the provisions of any agreement entered into from time to time by all of the iSwap Shareholders, direct the directors to take, or refrain from taking, specified action.
- 34.2 No such resolution invalidates anything which the directors have done before the passing of the resolution.

#### **35 DIRECTORS MAY DELEGATE**

- 35.1 Subject to the Articles or the provisions of any agreement entered into from time to time by all of the iSwap Shareholders, the directors may delegate any of the powers which are conferred on them under the Articles:
- (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and

(e) on such terms and conditions,

as they think fit.

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

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

## **36 COMMITTEES**

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

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

## **37 DIRECTORS TO TAKE DECISIONS**

37.1 Subject to the provisions of any agreement entered into from time to time by all of the iSwap Shareholders, the general rule about decision-making by directors is that any decision of the directors must be a Board Majority decision at a meeting.

37.2 If:

(a) the Company only has one director for the time being; and

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

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

## **38 WRITTEN RESOLUTIONS OF THE DIRECTORS**

38.1 A resolution in writing signed by directors who together would constitute a Board Majority shall be as valid and effectual as if it had been passed at a directors' meeting duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

## **39 CALLING A DIRECTORS' MEETING**

39.1 Any director may call a directors' meeting by giving at least 2 weeks notice of the meeting (or such lesser notice as all the directors entitled to attend such meeting may agree) to the directors or by authorising the company secretary (if any) to give such notice. The notice shall be accompanied by an agenda of all business to be transacted at such meeting. Any matter not on the agenda may not be raised at such meeting unless all of the directors entitled to attend such meeting agree.

39.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

39.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

39.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

#### **40 PARTICIPATION IN DIRECTORS' MEETINGS**

40.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

40.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

40.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **41 QUORUM FOR DIRECTORS' MEETINGS**

41.1 The quorum of directors required for the transaction of business at meetings of the Board may be fixed from time to time by a decision of the directors. Other than where the Company has a sole director, the quorum shall be at least two directors.

41.2 If a quorum required in accordance with Article 41.1 is not present within half an hour of the appointed time for the meeting, the meeting shall be adjourned and may be reconvened to a date which is at least 5 Business Days after the date of the adjourned meeting. At that reconvened meeting the quorum shall be any one director, provided that no business shall be conducted at such meeting other than as was specified in the original notice of the adjourned meeting.

41.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 45 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

41.4 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

41.5 If the total number of directors in office is less than the quorum required, the directors must not take any decision other than a decision, taken in accordance with the terms of any agreement entered into from time to time by all of the iSwap Shareholders:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the Shareholders to appoint further directors.

## **42 CHAIRING OF DIRECTORS' MEETINGS**

42.1 The directors may appoint a director to chair their meetings.

42.2 The person so appointed for the time being is known as the chairman.

42.3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## **43 CASTING VOTE**

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

## **44 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body

corporate in which the Company is otherwise (directly or indirectly) interested;  
and

- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

#### **45 DIRECTORS' CONFLICTS OF INTEREST**

45.1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

45.2 Any authorisation under this Article will be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

45.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential Conflict which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

45.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

(a) disclose such information to the directors or to any director or other officer or employee of the Company; or

(b) use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

45.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

(a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

(b) is not given any documents or other information relating to the Conflict; and

(c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

45.6 Where the directors authorise a Conflict:

(a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

(b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

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

## **46 RECORDS OF DECISIONS TO BE KEPT**

46.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

46.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **47 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

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

#### **48 NUMBER OF DIRECTORS**

Unless otherwise determined by special resolution, the number of directors (other than alternate directors) shall not be more than 8.

#### **49 APPOINTMENT OF DIRECTORS**

The Board may appoint any person to act as a director in accordance with any agreement entered into from time to time by all of the iSwap Shareholders.

#### **50 REMOVAL OF DIRECTORS**

The office of a director shall be vacated if:

- (a) he dies;
- (b) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
- (c) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (d) he is, or may be, suffering from mental disorder and either:
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
- (e) he becomes otherwise incapable by reason of illness or injury of managing and administering his property and affairs;
- (f) he is convicted of an indictable offence (other than a road traffic offence) or is found guilty of committing fraud unless the Board otherwise determine;
- (g) he resigns his office by notice to the Company;
- (h) he is removed by the Board acting in accordance with any agreement entered into from time to time by all of the iSwap Shareholders;
- (i) he is removed pursuant to the provisions of any agreement entered into from time to time by all of the Shareholders; or
- (j) he is duly removed from office under section 168 of the Act.

#### **51 DIRECTORS' REMUNERATION**

51.1 Directors may undertake any services for the Company that the directors decide.

51.2 Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and
- (b) for any other service which they undertake for the Company.

51.3 Subject to the Articles, a director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

51.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

51.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested.

## **52 DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of Shares or of debentures of the Company,

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

## **53 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

53.1 Any director may appoint as an alternate any other director, or any other person approved by resolution of a Board Majority (such appointing director being the "**appointor**"), to:

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

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

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

53.3 The notice must:

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

## **54 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

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

54.2 Except as the Articles specify otherwise, alternate directors:

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

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

54.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
- (b) may participate in a decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate).

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

54.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

## **55 TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

## **56 SECRETARY**

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

## **PART 4**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **57 MEANS OF COMMUNICATION TO BE USED**

- 57.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 57.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 57.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than provided for in the Articles.
- 57.4 Any notice, document or other information shall, subject to Article 57.5, be deemed served on or delivered to the intended recipient:
  - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

57.5 If, but for this Article 57.5, service of any notice, document or other information would be deemed to take place:

- (a) before 9.00am on a Business Day, service shall instead be deemed to take place at 9.00am on such Business Day; or
- (b) after 5.00pm on a Business Day, service shall instead be deemed to take place at 9.00am on the next Business Day.

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

## **58 COMPANY SEALS**

58.1 Any common seal may only be used by the authority of the directors.

58.2 The directors may decide by what means and in what form any common seal is to be used.

58.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

58.4 For the purposes of this Article, an authorised person is:

- (a) any director of the Company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **59 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

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

## **60 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

## **61 INDEMNITY**

61.1 Subject to Article 61.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 61.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

61.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

61.3 In this Article:

(a) companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate; and

(b) a **"relevant officer"** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## **62 INSURANCE**

62.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

62.2 In this Article:

- (a) a **"relevant officer"** has the meaning given to it in Article 61.3(b);
- (b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.