

**Company number: 07555858**

# Articles of Association First Light Fusion Limited

**Incorporated on 8 March 2011**

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Adopted on 26 November 2021

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**Companies Act 2006**  
**Private company limited by shares**

**ARTICLES OF ASSOCIATION**

**of**

**FIRST LIGHT FUSION LIMITED**

Registered company number: **07555858**

Adopted by special resolution on: 26 November 2021

**1. DEFINITIONS**

1.1 In these articles the following words and phrases have the meanings set out opposite them below:

<b>"Act"</b>	the Companies Act 2006 (as amended from time to time)
<b>"Additional New Shares"</b>	means up to 148,455 Ordinary Shares to be subscribed pursuant to clause 4.9 of the Shareholders' Agreement
<b>"Adoption Date"</b>	means the date on which these articles were adopted
<b>"AIM"</b>	means the AIM Market regulated and operated by the London Stock Exchange plc
<b>"Angels"</b>	shall mean the following Shareholders: (1) Enrico D'Angelo and Ian Wooton, (2) Richard Chenevix-Trench, (3) Hugh Sloane, (4) Mark Haworth, (5) Andreas Raffel, (6) Scobie Ward, (7) Martin Francis, (8) Germano Valle, (9) Jeremy Palmer, (10) Stephen Brindle, (11) David Bryon, (12) Netherton Investments, (13) Technikos LLP and (14) Philippe Lenoble
<b>"Angel Director"</b>	means any director appointed by an Angel Majority who has signed an appointment letter in a form agreed with the Company and in accordance with article 17 and references to Angel Director shall include any alternate appointed in his place from time to time
<b>"Angel Majority"</b>	means the majority of the Angels by reference to the number of shares held
<b>"these articles"</b>	means these articles of association, whether as originally adopted or from time to time altered by special resolution
<b>"A Shareholder"</b>	a holder of A Shares

<b>"A Share Proceeds"</b>	has the meaning given to it in article 4.2
<b>"A Shares"</b>	means the A ordinary shares of £0.001 each in the capital of the Company
<b>"Bad Leaver"</b>	means any Leaver (i) whose cessation of employment, engagement or appointment as a Director, employee or consultant of or provision of consultancy services to the Company occurs for reason of his or her fraud, dishonesty, misconduct or gross negligence (and such dismissal is not wrongful dismissal or unfair dismissal) or (ii) who voluntarily ceases such employment, engagement, appointment or provision of services at any time prior to the first anniversary of such employment, engagement, appointment or provision of services or (iii) whose cessation of employment, engagement or appointment as a Director, employee or consultant of or provision of consultancy services to the Company occurs as a result of the Company terminating his contract of employment, consultancy agreement or the relevant agreement which governs his provision of consultancy services to the Company summarily or with immediate effect in circumstances where, in accordance with the terms of the relevant agreement, the Leaver is not entitled to notice, payment in lieu of notice and/or the payment of any other compensation or (iv) whose cessation of employment, engagement or appointment as a Director, employee or consultant of or provision of consultancy services to the Company occurs as a result of either voluntary resignation (whether as an employee, consultant or Director of the Company as applicable) or voluntarily serving notice to cease the provision of consultancy services to the Company, where in either case, written notice of the resignation or cessation is given by the relevant Leaver at any time prior to the third anniversary of the date of subscription or allotment (whichever is the earlier) for A Shares by or to the relevant Leaver
<b>"Board"</b>	the board of directors of the Company from time to time present at a duly convened meeting of the Directors at which a quorum is present

<b>"Business Day"</b>	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks are open for business in the City of London
<b>"Call"</b>	has the meaning given to it in article 21.3
<b>"Call Notice"</b>	has the meaning given to it in article 21.3
<b>"Company"</b>	First Light Fusion Limited (company number 07555858)
<b>"Connected Member"</b>	means (1) a Shareholder who acquired shares (for full market value or otherwise) as, or in pursuance of a right or opportunity obtained by, an employee or a Director of, or a consultant to, a Group Company or (2) a Shareholder who shall have acquired shares directly or indirectly pursuant to one or more Permitted Transfers under article 11 (excluding article 11.1 or article 11.2) (including where such shares were subscribed by such Shareholder and that Shareholder would have been entitled to receive a Permitted Transfer under article 11 (excluding article 11.1 or article 11.2)) from a Shareholder who acquired shares as, or in pursuance of a right as opportunity obtained by, an employee or a Director of, or a consultant to, a Group Company
<b>"Corporate Event"</b>	means any corporate event or transaction which occurs in relation to the Company or a subsidiary of the Company where A Shares are not transferred or otherwise disposed of and/or other shareholders holding between them fifty per cent. (50%) or more of the issued Ordinary Shares do not transfer or otherwise dispose of all or substantially all of the Ordinary Shares held by them, which the Board determines in good faith (with Investor Majority Consent) to be a corporate event (and accordingly does not constitute an Exit Event for the purposes of these articles) and which may include, without limitation, an acquisition of a minority stake in the Company or a subsidiary of the Company by any other person
<b>"Deemed Transfer Notice"</b>	shall have the meaning set out in article 12.1
<b>"Deferred Shares"</b>	means deferred shares of £0.001 each in the capital of the Company
<b>"Director"</b>	each director of the Company from time to time

<b>“Disposal”</b>	means the transfer, in a single transaction or on a series of related transactions, of all or substantially all of the trade and assets of the Group to any person in circumstances where all or a majority of the proceeds of such transfer are subsequently distributed to members
<b>“EBT”</b>	any employment trust established to hold shares in the Company
<b>“electronic form”</b>	has the meaning given in section 1168 of the Act
<b>“Eligible Director”</b>	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)
<b>“Excluded Event”</b>	means any of an Internal Reorganisation or a Corporate Event
<b>“Exit Event”</b>	means any of a Listing, a Takeover or a Disposal but shall expressly exclude an Excluded Event
<b>“Fair Value”</b>	as provided in article 12.2
<b>“Family Trusts”</b>	in relation to any Shareholder, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Shareholder or any of his Privileged Relations (and any charity or charities as default beneficiaries meaning that the charity or charities have no immediate beneficial interest in any of the settled property or the income from it when the trust is created but may become so interested if there are no other beneficiaries from time to time except other charities) and under which no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Shareholder or any of his Privileged Relations
<b>“Founder Director”</b>	means any director appointed by the Founders, acting jointly, in accordance with article 17 and references to the Founder Director shall include any alternate appointed in his place from time to time
<b>“Founders”</b>	together, Yiannis Ventikos and Nicholas Hawker and

	<b>"Founder"</b> shall mean any one of them
<b>"Good Leaver"</b>	means any Leaver who is not a Bad Leaver
<b>"Group"</b>	the Company, its subsidiaries, any holding company of the Company and any subsidiary of any such holding company from time to time and <b>"Group Company"</b> shall be construed accordingly
<b>"hard copy form"</b>	has the meaning given in section 1168 of the Act
<b>"HP"</b>	means HPSO SPV Limited (registered number 68332) registered in Guernsey and having its registered office at Sarnia House, Le Truchot, St Peter Port, Guernsey, GY1 1GR
<b>"holding company"</b>	has the meaning given in section 1159 of the Act
<b>"Holding Company Reorganisation"</b>	has the meaning given in Article 15.14
<b>"Independent Expert"</b>	an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, whose decision shall, save in the case of manifest error, be final and binding
<b>"Internal Reorganisation"</b>	<p>means any event, transaction, scheme or arrangement whereby another company (the <b>"Successor Company"</b>) obtains more than 50% of the total voting rights in the Company and immediately afterwards:</p> <ul style="list-style-type: none"> <li>(a) 50% or more of the total voting rights attaching to the issued share capital of the Successor Company is owned directly or indirectly by persons who had held more than 50% of the total voting rights in the Company immediately prior to such event, transaction, scheme or arrangement; or</li> <li>(b) the majority of persons comprising the board of directors of the Successor Company were members of the Board immediately prior to such event, transaction, scheme or arrangement</li> </ul>
<b>"Investment Fund"</b>	a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make

	investments and whose business is managed by an Investment Manager
<b>"Investor Majority"</b>	any two of IP2IPO, HP and OxSciences
<b>"Investor Majority Consent"</b>	means the prior written consent of an Investor Majority
<b>"Investment Manager"</b>	a person whose principal business is to make, manage or advise upon investments
<b>"Investor Directors"</b>	means together the Angel Director, the IP2IPO Director and the OxSciences Director (to the extent the same are appointed) and each shall be individually an <b>"Investor Director"</b>
<b>"IP2IPO"</b>	means IP2IPO Portfolio L.P. (a limited partnership registered in England and Wales with company number LP017872), acting by its general partner IP2IPO Portfolio (GP) Limited (incorporated and registered in England and Wales under company number 10360684)
<b>"IP2IPO Director"</b>	means any director appointed by IP2IPO in accordance with article 17 and references to the IP2IPO Director shall include any alternate appointed in his place from time to time
<b>"IP2IPO Employees' Trust"</b>	means any trust established by IP2IPO or any member of the IP Group to acquire and hold Ordinary Shares for the benefit of employees and/or ex-employees of the IP Group and their dependents
<b>"IP Group"</b>	means the group of companies consisting of IP Group plc (registered number 4204490), any company which is its subsidiary, any subsidiary company of its subsidiaries, its holding company or any subsidiary of that holding company
<b>"IP2IPO Nominees"</b>	means IP2IPO Nominees Limited (registered number 05602177)
<b>"Lien Enforcement Notice"</b>	a notice in writing which complies with the requirements of article 21.2(b)
<b>"Liquidation Event"</b>	means (i) any return of capital of the Company resulting from any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary; or (ii) any other return of capital of the Company not resulting from a

	Disposal
<b>"Listing"</b>	means an admission of all or any part of the equity share capital of the Company to the Official List of the UK Financial Conduct Authority and to trading on the London Stock Exchange's market for listed securities or to trading on AIM or any other Recognised Investment Exchange
<b>"Leaver"</b>	means any, Director, employee, consultant or Founder who: <ul style="list-style-type: none"> <li>(i) ceases to be employed or engaged by, engaged as a Director of, or to provide consultancy services to, the Group; or</li> <li>(ii) ceases to provide his services to the Company pursuant to any service agreement, consultancy agreement or other agreement entered into directly between the relevant person and the Group</li> </ul>
<b>"Majority Change of Control"</b>	means the acquisition (whether by purchase, transfer or otherwise but excluding a subscription of shares or a transfer of shares made in accordance with article 11 (Permitted Transfers)) by any person, including a member of the Company (an <b>"Acquirer"</b> ) of any interest in any shares if, upon completion of that acquisition, the Acquirer, together with persons acting in concert or connected with him, would hold or beneficially own more than 50 per cent. of the shares (other than the A Shares)
<b>"Member of the Same Group"</b>	has the meaning set out in article 11.11
<b>"Member of the Same Fund Group"</b>	has the meaning set out in article 11.7
<b>"Member of the Same Group"</b>	has the meaning set out in article 11.6
<b>"Model Articles"</b>	the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date
<b>"Netherton Investments"</b>	means Netherton Investments Ltd (a Non Cellular Company with registration number 58748)



<b>“New Holding Company”</b>	means a newly formed company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company immediately subsequent to a Holding Company Reorganisation matches (as near as practicable) that of the Company (excluding Deferred Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company pursuant to the Holding Company Reorganisation
<b>“ordinary resolution”</b>	has the meaning given in section 282 of the Act
<b>“Ordinary Shareholder”</b>	a holder of Ordinary Shares
<b>“Ordinary Shares”</b>	the ordinary shares of £0.001 each in the capital of the Company
<b>“OxSciences”</b>	means Oxford Science Enterprises plc (registered number 09093331)
<b>“OxSciences Director”</b>	means any director appointed by OxSciences in accordance with article 17 and references to the OxSciences Director shall include any alternate appointed in his place from time to time
<b>“Permitted Transfer”</b>	means a transfer of shares permitted by article 11
<b>“Post-Reorganisation Shareholder”</b>	has the meaning given in Article 15.17
<b>“Privileged Relation”</b>	the spouse or civil partner (under the Civil Partnership Act 2004) of a Shareholder and every child, stepchild, grandchild, adopted child and the respective spouse, civil partner, widow or widower of a person who is a Shareholder immediately following the Adoption Date
<b>“Proposed Reorganisation”</b>	has the meaning given in Article 15.14
<b>“Recognised Investment Exchange”</b>	means a recognised investment exchange as defined in Section 285 of the Financial Services and Markets Act 2000 (as amended)
<b>“Relevant Member”</b>	has the meaning set out in article 13.3
<b>“Relevant Securities”</b>	all shares, rights to subscribe for shares or to receive them for no consideration and all securities convertible into shares, but excluding:

	<p>(a) the grant of options to subscribe for shares under a Share Option Scheme (and the issue of the shares upon exercise of such options);</p> <p>(b) any shares which the Company is required to issue by reason of a right specifically attached to shares under these articles</p>
<b>"Reorganisation Actions"</b>	has the meaning given in Article 15.14
<b>"Sale Price"</b>	shall have the meaning set out in article 12.2
<b>"Sale Shares"</b>	the shares specified or deemed to be specified for sale in a Transfer Notice or Deemed Transfer Notice
<b>"Sandaire Nominees"</b>	shall have the meaning given in the Shareholders' Agreement
<b>"Seller"</b>	the transferor of shares pursuant to a Transfer Notice
<b>"Share Option Scheme"</b>	any share option scheme established by the Company with Investor Majority Consent, eligible beneficiaries of which shall be bona fide employees, non-executive Directors and/or consultants to the Group
<b>"Shareholder"</b>	a holder of shares in the Company
<b>"Shareholder Majority"</b>	the holders of in aggregate 75% of the total number of Ordinary Shares in issue in the capital of the Company (and including an Investor Majority within such Shareholder Majority)
<b>"Shareholders' Agreement"</b>	means the subscription and shareholders' agreement to be entered into on or around the Adoption Date between (1) the Initial Investors (2) the Founders (3) The Manager (4) the Existing Shareholders (each as defined in that agreement) and (5) the Company, as amended from time to time
<b>"shares"</b>	means any share forming part of the share capital of the Company from time to time, other than any Deferred Share
<b>"Special Change of Control"</b>	means the acquisition (whether by purchase, transfer or otherwise but excluding a subscription of shares or a transfer of shares made in accordance with article 11 (Permitted Transfers)) by any person, including a member of the Company (an " <b>Acquirer</b> ") of any interest in any

	shares if, upon completion of that acquisition, the Acquirer, together with persons acting in concert or connected with him, would hold or beneficially own more than 75 per cent. of the shares (other than the A Shares)
<b>"special resolution"</b>	has the meaning given in section 238 of the Act
<b>"Specified Shares"</b>	has the meaning set out in article 15.1
<b>"Subscription Price"</b>	in relation to any share, the amount paid up thereon (including the full amount of any premium at which such share was issued whether or not such premium is applied for any purpose thereafter)
<b>"Subscription Shares"</b>	means the 121,465 Ordinary Shares to be subscribed for pursuant to clause 3 of the Shareholders' Agreement;
<b>"subsidiary"</b>	has the meaning given in section 1159 of the Act
<b>"Takeover"</b>	means the acquisition by any person of a Majority Change of Control or a Special Change of Control
<b>"Termination Date"</b>	shall mean the date on which the relevant Leaver ceases to be employed by or provide services to the Group
<b>"Threshold Value"</b>	<p>means £X where:</p> <p><math>X = Y + Z</math>;</p> <p><math>Y = £10,000,000</math>; and</p> <p><math>Z</math> = the aggregate Subscription Price of all new shares (other than A Shares) issued following 11 October 2013, or such other adjusted Threshold Value as shall be determined in accordance with article 4.7</p>
<b>"Total Transfer Condition"</b>	shall have the meaning set out in article 12.3
<b>"Transferee"</b>	has the meaning given in article 12.12
<b>"Transfer Event"</b>	has the meaning set out in article 13.1
<b>"Transfer Notice"</b>	a notice in writing given by any Shareholder to the Company where such Shareholder desires or is required by these articles to transfer any shares and where such notice is deemed to have been served it shall by referred to as a <b>"Deemed Transfer Notice"</b>
<b>"University"</b>	means the Chancellor, Masters and Scholars of the University of Oxford

- 1.2 Whether or not persons are '**acting in concert**' will be determined by the then most recent edition of the City Code on Takeovers and Mergers.
- 1.3 A person shall be deemed to be connected with another if that person is connected with another within the meaning of Sections 1122 and 1123 of the Corporation Tax Acts 2010.
- 1.4 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these articles (but excluding any statutory modification of them not in force on the date of adoption of these articles).

## **2. APPLICATION OF MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these articles or are inconsistent with these articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation. A copy is set out in the schedule to these articles.
- 2.2 Model Articles 7(1), 8, 9(1) and (3), 11(2) and (3), 13, 14(1) to (4) (inclusive), 16, 26(5), 44(2) and 51 to 53 (inclusive) shall not apply to the Company.
- 2.3 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.4 Model Article 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

## **3. CLASSES OF SHARES**

- 3.1 Subject to the provisions of the Act, the Company shall be authorised to issue and allot the following classes of shares:
- (a) Ordinary Shares; and
  - (b) A Shares.
- 3.2 Save as otherwise expressly provided in these articles, the Ordinary Shares and the A Shares shall rank *pari passu* in all respects, but shall constitute two separate classes of shares.

#### 4. RIGHTS ATTACHING TO A SHARES

Without prejudice to any other provisions of these articles, the rights attaching to the A Shares shall be as set out in this article 4.

##### **Income**

- 4.1 No dividend or other distribution in respect of any A Shares shall be declared, payable, required to be paid or paid except as approved by the Directors, acting in their absolute discretion.

##### **Capital**

- 4.2 Subject to the provisions of article 4.3, on and with effect from an Exit Event or a Liquidation Event, the A Shares shall be entitled to receive a proportion of the aggregate value attributable to the Company on such Exit Event or Liquidation Event (the "**A Share Proceeds**"). The total amount of A Share Proceeds shall be calculated by the Directors or any other person appointed by the Directors by applying the formula below:

$$A = [(B - \text{Threshold Value}) / (C + D)] \times D$$

Where:

"A" = the total amount of the A Share Proceeds upon the relevant Exit Event or Liquidation Event;

"B" = the value of the Company determined by the Directors, and approved by an Investor Majority, in their reasonable expectation as at the date on which such Exit Event or Liquidation Event becomes or is to become effective based on:

- (a) in the case of a Listing, the market capitalisation value of the issued share capital of the Company (being the number of shares in issue and which are to be listed, multiplied by the listing price) as derived from the relevant admission document or prospectus (but ignoring the value of any new equity share capital to be issued in connection with that Listing);
- (b) in the case of a Takeover, the aggregate consideration for the issued share capital of the Company being sold expressed as a cash price (whether that consideration is to be satisfied in cash, shares, loan stock, deferred consideration or a combination thereof or otherwise, and the cash value of any deferred and/or non-cash consideration to be as reasonably determined by the Directors and approved by an Investor Majority or, if the Directors decide in their sole discretion, as valued by an independent financial adviser appointed by the Directors and such valuation approved by an Investor Majority) paid or issued pursuant to the relevant agreement of offer. If not all of the issued share capital is being sold, that value of the aggregate consideration (cash and non-cash) shall be deemed to have been increased proportionately as if all of the issued share capital was being sold; and

(c) in the case of a Disposal or Liquidation Event, the aggregate amount available for payment to members as a result of that Disposal or Liquidation Event by way of dividend, dividend on liquidation or other distribution of the Company;

“C” = the aggregate of (i) the number of Ordinary Shares in issue at such Exit Event or Liquidation Event, and (ii) the number of Ordinary Shares which would be issued if all options remaining under a Share Option Scheme which are capable of being exercised at such Exit Event or Liquidation Event were exercised in full;

“D” = the aggregate number of A Shares in issue at such Exit Event or Liquidation Event.

4.3 The A Shares shall not be entitled to receive any A Share Proceeds if the amount of “B” does not exceed the Threshold Value.

4.4 The formula in article 4.2 shall be applied on the assumption that the Deferred Shares in the Company have no value.

4.5 In the event that any holder of A Shares does not participate in any Takeover, that holder shall not be entitled to receive any A Share Proceeds in respect of the A Shares not so transferred pursuant to such Takeover. If the aforementioned is the case then the total amount of A Share Proceeds (shown as “A” in the formula in article 4.2) shall be reduced by a sum determined by applying the formula below:

$$E = (A/G) \times H$$

Where:

“E” = the amount by which the original total amount of A Share Proceeds (shown as “A” in the formula in article 4.2) shall be reduced;

“A” = the original total amount of the A Share Proceeds, as calculated pursuant to the formula in article 4.2;

“G” = the aggregate number of A Shares in issue at such Takeover; and

“H” = the number of A Shares not being transferred pursuant to the Takeover.

4.6 Each Shareholder agrees and is deemed to have agreed to appoint: (i) the Company (acting by its Directors), or (ii) any other person appointed by the Directors, as the receiving agent (in each case, the “**Receiving Agent**”) on his behalf in relation to any money which he is entitled to receive in any Exit Event or Liquidation Event. If so requested by the Directors to give effect to the provisions of this article 4.6 in respect of any payment of A Share Proceeds to the holders of A Shares, the member shall instruct the relevant parties in such Exit Event or Liquidation Event accordingly so that the Receiving Agent shall receive such money on his behalf. On completion of any Exit Event or Liquidation Event, the Receiving Agent shall pay all money which the Shareholders are entitled to receive in relation to such Exit Event or Liquidation Event into a separate bank account and shall hold such money on trust on behalf of the Shareholders until the Directors (or any other person appointed by the Directors) have

determined the total amount of the A Share Proceeds and such amount has been approved by an Investor Majority. Upon instruction from the Directors, the Receiving Agent shall then pay:

- (a) the A Share Proceeds to each of the holders of the A Shares (save for and to the extent that, in the event of a Takeover, those who do not participate in such Takeover). Such member shall receive such sum from the A Share proceeds, calculated on a pro rata basis to the number of A Shares then held by him; and
- (b) any remaining balance (including any interest) of the proceeds of the Exit Event or Liquidation Event to each of the members other than (i) those who are the holders of A Shares only, and (ii) in the event of a Takeover, to the extent that any who hold A Shares do not participate in such Takeover. Such member shall receive such sum from that remaining balance, calculated on a pro rata basis to the number of shares (other than A Shares) then held by him.

*Adjustment to Threshold Value*

- 4.7 In the event that the Board shall have determined in good faith and with Investor Majority Consent that an event or transaction which occurs in relation to the Company shall have constituted a Corporate Event, the Board may also, in connection therewith, acting reasonably and in good faith and with Investor Majority Consent, determine that the relevant Corporate Event has had the effect of materially increasing or reducing the value of the A Shares (including, without limitation, the value of the A Share Proceeds which would result from a hypothetical Liquidation Event immediately following the Corporate Event) and that the Threshold Value should be correspondingly adjusted to ensure that the A Shares deliver materially no more and no less value than would have been the case if the Corporate Event had not occurred. The Directors may decide, in their sole discretion, to seek the view of an independent financial adviser appointed by the Directors in making such determination.

**5. RIGHTS ATTACHING TO THE DEFERRED SHARES**

Without prejudice to any other provisions of these articles, the rights attaching to the Deferred Shares shall be as follows:

**5.1 As regards dividends:**

Holders of Deferred Shares shall have no entitlement to any dividend or other distribution of the Company.

**5.2 As regards voting:**

Holders of Deferred Shares shall have no right to receive notice of or to attend or vote at any general meeting of the Company and shall have no other voting rights in relation to any resolution of the members.

**5.3 As regards capital:**

The entitlement of holders of any Deferred Shares to participate on a return of capital on a winding up of the Company shall be limited to the repayment of the amount paid up on any such Deferred Shares up to a maximum of £0.001 per Deferred Share and such entitlement shall take place only after (i) each of the A Shareholders has received such sum to which they are entitled from the A Share Proceeds (if any) pursuant to article 4.6(a); and (ii) each of the Shareholders (other than those that are the holders of A Shares only) have received the sum to which he, she or it is entitled to under article 4.6(b) plus the payment in cash of £1 million. Holders of Deferred Shares shall not be entitled to any other return of capital or right of participation in the assets of the Company.

**5.4 As regards other matters:**

- (a) Holders of Deferred Shares shall not be entitled to receive any share certificate in respect of their holding.
- (b) Subject to the Act, any Deferred Shares may be purchased by the Company at any time at its option for 1 penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).
- (c) The Company shall have the irrevocable authority to appoint any person to execute on behalf of the holders of the Deferred Shares a transfer thereof and/or an agreement to transfer and/or to purchase the same with the Company or any person nominated by the Company and to execute any other documents which such person may consider necessary or desirable to effect such transfer and/or purchase, in each case without obtaining the sanction of the holder(s) and for an aggregate payment of 1 penny in respect of the aggregate number of Deferred Shares being made in respect of such acquisition.
- (d) Except under article 5.4(a) or 5.4(c), the Deferred Shares shall not be transferable under these articles and the Directors shall refuse to register any such purported transfer.
- (e) Notwithstanding article 8, the rights attaching to the Deferred Shares may be varied by a special resolution and without any requirement for the consent of the holders of the Deferred Shares.

**6. VOTING**

6.1 Subject to any other provisions in these articles concerning voting rights, the Ordinary Shares and the A Shares shall each carry one vote per share at all general meetings of the Company and on proposed written resolutions of the Company.

6.2 Votes on shares may be exercised:

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



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

6.3 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting. Model Article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article.

## **7. PROXIES**

7.1 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may 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.

7.2 Model Article 45(1) shall be amended by:

- (a) the deletion of Model Article 45(1)(d) and its replacement with the words "is delivered to the Company in accordance with these 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
- (b) the insertion of the words "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" as a new paragraph at the end of that Model Article.

## **8. CLASS RIGHTS**

Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class of shares (excluding, for the avoidance of doubt, the Deferred Shares) may from time to time be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, with and only with, the consent in writing of the holders of 75% of the issued shares of that class.

## **9. FURTHER ISSUES OF SHARES**

9.1 Subject to the remaining provisions of this article 9, the Board is generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company

to offer or allot, grant rights to subscribe for or to convert any security into and otherwise deal in, or dispose of, any shares in the Company to any person, at any time, subject to any terms and conditions as the Board thinks proper, provided that:

- (a) this authority shall be limited to a maximum number of:
  - (i) 121,465 Subscription Shares;
  - (ii) 148,455 Additional New Shares; and
  - (iii) 84,418 Ordinary Shares for the purposes of the Share Option Scheme;
- (b) this authority shall only apply insofar as the Company has not by resolution waived or revoked it; and
- (c) this authority may only be exercised in respect of:
  - (i) article 9.1(a)(i) until 31 March 2022;
  - (ii) article 9.1(a)(ii) until 31 March 2022; and
  - (iii) article 9.1(a)(iii) during the period of five years commencing upon the Adoption Date

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).

This authority is in substitution for all subsisting authorities.

9.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of any Relevant Securities made by the Company.

9.3 Unless otherwise agreed by special resolution, if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all Shareholders holding Ordinary Shares on the date of the offer on the same terms, and at the same price, as those Relevant Securities are being offered to other persons, on a pari passu and pro rata basis to the number of Ordinary Shares held by those holders (as nearly as possible without involving fractions) (the Relevant Securities to be offered to a Shareholder being an “**Initial Entitlement**”). The offer:

- (a) shall be in writing, shall be open for acceptance for a period of 21 Business Days from the date of the offer and shall give details of the number and subscription price of the Relevant Securities; and

- (b) may stipulate that any Shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which he wishes to subscribe.

For the avoidance of doubt, the A Shares shall not carry any right or entitlement to be offered Relevant Securities under this article 9.3.

- 9.4 At the end of the acceptance period, if the total number of Relevant Securities applied for by the University and its Permitted Transferees is less than their total Initial Entitlement (such shortfall being the "**University Surplus Allocation**"), then OxSciences shall be offered, and have the right to apply to subscribe for, the University Surplus Allocation (or, if so determined by OxSciences, part thereof) in priority to any other Shareholder.
- 9.5 Any Relevant Securities not accepted by Shareholders pursuant to the offer made to them in accordance with article 9.3, and after offering Relevant Securities (if any) to OxSciences (and its Permitted Transferees who then hold Ordinary Shares) pursuant to article 9.4, shall be used for satisfying any requests for Excess Securities made pursuant to article 9.3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allocated as follows:
  - (a) *first*, the University Surplus Allocation shall allocated to OxSciences (provided that the number of Excess Securities allotted to OxSciences shall not be greater than that number applied for by it);
  - (b) *second*, the remaining Excess Securities shall be allocated to the applicants pro rata to the number of Ordinary Shares held by the applicants immediately before the offer was made to Shareholders in accordance with article 9.3 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him); and
  - (c) *third*, any Excess Securities remaining shall be offered to any other person as the Board may determine, at the same price and on the same terms as the offer to the Shareholders.
- 9.6 Subject to articles 9.3 and 9.4 and to section 551 of the Act, any Relevant Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 9.7 Without the prior written consent of the Board, no shares shall be allotted to any employee, director, prospective employee or director of any member of the Group unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

## **10. TRANSFER OF SHARES**

- 10.1 No person shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these articles) or create or permit to exist any charge, lien, encumbrance of trust over any share or agree to do any of such things except as permitted by articles 11, 12, 14 or 15.
- 10.2 Without prejudice to article 10.1, no person shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any A Share (save as may be required in pursuance of his obligations under these articles) or create or permit to exist any charge, lien, encumbrance or trust over any A Share or agree to do any of such things at any time except (i) in the case of a transfer pursuant to an Exit Event; (ii) in the case of a Permitted Transfer; (iii) with the prior written consent of the Directors; or (iv) pursuant to article 14.1.
- 10.3 If a person at any time attempts to deal or dispose of a share (other than an A Share) or any interest therein or right attaching thereto otherwise than as permitted by these articles, he (or the person holding such shares as his nominee) shall be deemed to have given a Transfer Notice in respect of such share.
- 10.4 If a person at any time attempts to deal with or dispose of any A Share or interest therein or right attaching thereto otherwise than as permitted by these articles, all the A Shares then registered in his name shall be deemed to have been converted into Deferred Shares.
- 10.5 A Transfer Notice which is given or deemed to have been given pursuant to articles 10.3, 11.13, 11.14, 13 or 14.1 shall be deemed not to contain a Total Transfer Condition and shall not be revocable.
- 10.6 The Directors shall refuse to register any transfer of shares made in contravention of the provisions of these articles but shall not otherwise be entitled to refuse to register any transfer of shares unless (i) they suspect that the proposed transfer may be fraudulent, (ii) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien, or (iii) the transfer is to a minor. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these articles, the Directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the Directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.
- 10.7 Where a Transfer Notice in respect of any share is deemed to have been given under any provision of these articles and the circumstances are such that the Directors (as a whole) are unaware of the facts giving rise to the same, such Transfer Notice shall be deemed to have

been received by the Directors on the date on which the Directors (as a whole) actually became aware of such facts and the provisions of article 12 shall apply accordingly.

- 10.8 A Connected Member shall not be entitled to serve a Transfer Notice for the purposes of the articles without the prior written approval of the Directors and any purported Transfer Notice without such approval shall be deemed not to have been given.

## **11. PERMITTED TRANSFERS**

### **Transfers with shareholder or board approval**

- 11.1 Notwithstanding any other provision of these articles, a transfer of any shares (other than A Shares) approved by a Shareholder Majority may be made without restriction as to price or otherwise and any such transfer shall be registered by the Directors.
- 11.2 Notwithstanding any other provision of these articles, a transfer of any shares held by any Shareholder which is an Investment Fund which is approved by the Board (acting at their absolute discretion) may be made to a third party Investment Fund without restriction as to price or otherwise and any such transfer shall be registered by the Directors.
- 11.3 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a New Holding Company, which has been approved by the Board acting with Investor Majority Consent.

### **Permitted transfers by corporate Shareholders**

- 11.4 Notwithstanding any other provision of these articles, a transfer of any shares in the Company by IP2IPO may be made by IP2IPO to the trustees of an IP2IPO Employees Trust without any restriction as to price or otherwise and any such transfer shall be registered by the Directors.
- 11.5 Notwithstanding any other provision of these articles, a transfer of any shares in the Company by IP2IPO Nominees may be made by IP2IPO Nominees to any underlying beneficiary of IP2IPO Nominees without any restriction as to price or otherwise and any such transfer shall be registered by the Directors.
- 11.6 Notwithstanding any other provisions of these articles, a transfer of any shares in the Company held by any Shareholder which is a body corporate may be made to:
- (a) any subsidiary of that body corporate;
  - (b) that body corporate's holding company; and
  - (c) any subsidiary of that holding company,
- (a "**Member of the Same Group**") without restriction as to price or otherwise, and any such transfer shall be registered by the Directors. If any such transferee ceases to be a member of the same group as the original transferor it shall forthwith transfer the relevant shares back to the original transferor, or another member of the same group as the original transferor.

11.7 Notwithstanding any other provision of these articles, a transfer of any shares in the Company held by any Shareholder which is an Investment Fund (including, for the avoidance of doubt, HP) may be made to:

- (a) any participant or partner in or member or beneficiary of the Investment Fund which is or whose nominee is the transferor (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course);
  - (b) any other Investment Fund whose business is managed by the same Investment Manager as manages the Investment Fund which is or whose nominee is the transferor; or
  - (c) any director or indirect holding company or subsidiary of that Investment Manager;
- (a "**Member of the Same Fund Group**") without restriction as to price or otherwise, and any such transfer shall be registered by the Directors. If any such transferee ceases to be a member of the same fund group as the original transferor it shall forthwith transfer the relevant shares back to the original transferor, or another member of the same fund group as the original transferor.

11.8 Notwithstanding any other provision of these articles, a transfer of any shares in the Company may be made by the University to:

- (a) any limited partnership or any similar investment vehicle in which it, or any colleges belonging to it, are the majority participants from time to time (or to a nominee appointed by such person); or
- (b) any subsidiary (whether direct or indirect) of the University,

without any restriction as to price or otherwise and any such transfer shall be registered by the Directors. If any such transferee ceases to be such an investment vehicle or subsidiary, it shall forthwith transfer the relevant shares back to the original transferor, or another such investment vehicle or subsidiary.

11.9 Notwithstanding any other provisions of these articles:

- (a) a transfer of any shares in the Company between the Sandaire Nominees; and/or
- (b) a transfer of a beneficial interest in any of the shares the legal title to which is held by any of the Sandaire Nominees,

may be made without restriction as to price or otherwise and without having to follow the procedure set out in article, and any such transfer shall, if applicable, be registered by the Directors.

11.10 Notwithstanding any other provisions of these articles, a transfer of any shares in the Company may be made by Netherton Investments (or by any person to which Netherton Investments has transferred shares pursuant to this article) where such transfer is to:

- (a) Michael Platt; and/or
- (b) any entity that is directly or indirectly owned or controlled by Mike Platt; and/or
- (c) any investment vehicle established primarily for the purpose of effecting investments in respect of which Michael Platt has investment exposure,

without any restriction as to price or otherwise and any such transfer shall be registered by the Directors, provided that if any such transferee ceases to be an entity directly or indirectly owned or controlled by Michael Platt or an investment vehicle established for the purpose of effecting investments in respect of which Michael Platt has investment exposure, it shall forthwith transfer the relevant shares to (i) Michael Platt, (ii) any entity that is directly or indirectly owned or controlled by Michael Platt or (iii) any investment vehicle established primarily for the purpose of effecting investments in respect of which Michael Platt has investment exposure.

11.11 Notwithstanding any other provisions of these articles, a transfer of any shares in the Company may be made by OxSciences (or by any person to which OxSciences has transferred shares pursuant to this article) to:

- (a) OxSciences; or
- (b) any Member of the Same Group as OxSciences;

(a "**Member of the OxSciences Group**") without restriction as to price or otherwise, and any such transfer shall be registered by the Directors. If any such transferee ceases to be a Member of the OxSciences Group it shall forthwith transfer the relevant shares back to the original transferor, or another Member of the OxSciences Group.

#### **Permitted transfers to Privileged Relations and Family Trusts**

11.12 Subject to the provisions of articles 11.13 and 11.14, any Shareholder may at any time during his lifetime transfer all or any shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor, provided that any such transfer of shares to trustees to be held upon a Family Trust may only be made with Board approval.

11.13 If and whenever any shares in the Company held by trustees upon a Family Trust ceases to be so held upon a Family Trust (otherwise than in consequence of a transfer to the relevant beneficiary or to any Privileged Relation of the beneficiary) or there cease to be any beneficiaries of the Family Trust other than a charity or charities a Transfer Notice shall be deemed to have been given in respect of all shares in the Company by the holders thereof and such shares may not otherwise be transferred.

11.14 If and whenever any shares in the Company are held by a Privileged Relation who ceases so to be a Privileged Relation, a Transfer Notice shall be deemed to have been given in respect of all shares in the Company by the holders thereof and such shares may not otherwise be transferred.

### **Criteria for consents to Family Trusts**

- 11.15 Where Board approval is requested to a transfer to a Family Trust such consent must be given if the Board is satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
  - (b) with the identity of the proposed trustees;
  - (c) that the proposed transfer will not result in 50% or more in the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
  - (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

### **Permitted transfers by trustees**

- 11.16 Notwithstanding any other provisions of these articles, trustees who hold shares on behalf of beneficiaries may transfer the beneficial interest to other beneficiaries, including terminating declarations of trust made in favour of certain beneficiaries and declaring new trusts in favour of other beneficiaries.
- 11.17 Notwithstanding any other provisions of these articles, a transfer of shares held by a Shareholder may be made by:
- (a) trustees of a Family Trust to new trustees of such Family Trusts or to persons who are beneficiaries under such trusts;
  - (b) a transfer from a Shareholder holding shares as a share trustee to persons who are beneficiaries under such share trusts.
- 11.18 Any EBT shall be entitled to transfer or distribute any share or shares according to its rules to any employee of the Group.

## **12. PRE-EMPTION RIGHTS**

### **Transfer Notices and Sale Price**

- 12.1 Except where otherwise provided in these articles (including under articles 11, 13.4 and 14.1), every Shareholder who desires to transfer any interest in shares ("**Seller**") must serve a Transfer Notice and any Shareholder who is required by these articles to transfer any interest in shares, or who is deemed to have given a Transfer Notice under the provisions of these articles, will be deemed to have served a "**Deemed Transfer Notice**".
- 12.2 Transfer Notices and Deemed Transfer Notices shall constitute the Company (acting by the Directors) the Seller's agent for the sale of the Sale Shares (together with all rights attaching thereto) in one or more lots at the discretion of the Directors at the "**Sale Price**". The Sale Price shall be determined as follows:



- (a) the Sale Price for an A Share shall be a sum equal to the market value of an A Share shall be such price as shall be agreed in writing between the Seller and the Directors. If the Seller and the Directors are unable to agree a price within 21 days of the Transfer Notice being given or being deemed to have been given, the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value of the A Shares being sold. In arriving at his opinion the Independent Expert will value the A Shares as at the date the Transfer Notice is given, or is deemed to have been given, on a going concern basis as between a willing seller and a willing buyer but taking into account the lack of marketability of the A Shares, the restrictions on the transfer of A Shares contained in these articles and the rights attaching thereto as set out in article 4. The decision of the Independent Expert as to the Sale Price of the A Shares shall, save in the case of manifest error, be final and binding and the costs of the Independent Expert shall be shared equally between the Seller and the Company unless the Independent Expert determines otherwise.
- (b) the Sale Price for a Sale Share which is not an A Share shall be such price as shall be agreed in writing between the Seller and the Directors. If the Seller and the Directors are unable to agree a price within 21 days of the Transfer Notice being given or being deemed to have been given, the Sale Price will instead be the shall be such price as shall be agreed in writing between the Seller and the Directors. If the Seller and the Directors are unable to agree a price within 21 days of the Transfer Notice being given or being deemed to have been given, the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value of the Sale Shares. In arriving at his opinion the Independent Expert will value the Sale Shares as at the date the Transfer Notice is given, or is deemed to have been given, on a going concern basis as between a willing seller and a willing buyer, ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction ("**Fair Value**"). The decision of the Independent Expert as to the Sale Price shall, save in the case of manifest error, be final and binding.

#### **Right of Seller to reject partial sales**

- 12.3 A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition (a "**Total Transfer Condition**") that unless all the Sale Shares are sold by the Company pursuant to this article none shall be sold. Any such provision shall be binding on the Company. In the absence of such a condition, the Transfer Notice shall be deemed not to contain a Total Transfer Condition.

#### **Certification of the Sale Price and right of Seller to cancel**

- 12.4 If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. The Seller shall be entitled by notice in writing given to the Company within 7 days

of the service upon him of the copy certificate to cancel the Company's authority to sell the Sale Shares unless the shares are to be sold pursuant to a Deemed Transfer Notice. The cost of obtaining the certificate shall be paid by the Company unless the Seller cancels the Company's authority to sell the Sale Shares in which case the Seller shall bear the cost.

**Pre-emptive offers-general**

- 12.5 Once the Sale Price has been agreed or determined (as the case may be) then, unless the Seller has given a valid notice of cancellation pursuant to article 12.4, the Sale Shares shall be offered for sale in accordance with the following provisions of this article.

**Offer to Shareholders**

- 12.6 As soon as the Sale Shares become available they shall forthwith be offered for sale by the Company giving notice in writing to that effect to all holders of shares (other than the Seller and, unless the Sale Shares comprise A Shares, those A Shareholders who only hold A Shares). To the extent the Transfer Notice or Deemed Transfer Notice is in respect of A Shares, such A Shares shall forthwith be offered for sale by the Company in the following order of priority by the Company giving notice in writing to that effect:

- (a) to a person or persons nominated by the Board to take the departing A Shareholder's place, conditionally upon them commencing employment with, or providing consultancy services to, the Group;
- (b) thereafter in respect of any remaining A Shares, to any other existing employees of or consultants to the Group as shall be nominated by the Board;
- (c) thereafter in respect of any remaining A Shares, to an EBT or to any other person as shall be nominated by the Board; and
- (d) thereafter in respect of any remaining A Shares, to the A Shareholders (other than the Seller) in proportion to the number of A Shares then held by them respectively (the **"Initial Sale Share Entitlement"**).

The notice as aforementioned shall specify:

- (e) the number of Sale Shares on offer and the Sale Price;
  - (f) whether the Sale Shares are subject to a Total Transfer Condition;
  - (g) the date by which the application to purchase the Sale Shares has to be received by the Company (being a date no less than 14 days and no more than 21 days after the date of the notice).
- 12.7 The notice shall set out the method of allocation of the Sale Shares and shall invite each Shareholder to apply in writing to the Company for as many of the Sale Shares (if any) as that Shareholder would like to purchase.

### **Basis of allocation to Shareholders**

- 12.8 The Sale Shares shall be allocated by the Directors in satisfaction of the applications received in accordance with the procedure set out in this article.
- 12.9 If at the end of the offer period, the total number of Sale Shares applied for by the University and its Permitted Transferees is less than their total Initial Sale Share Entitlement (such shortfall being the "**University Surplus Sale Share Allocation**"), then OxSciences (and its Permitted Transferees who then hold Ordinary Shares) shall be offered, and have the right to apply to purchase, the University Surplus Sale Share Allocation (or, if so determined by OxSciences, part thereof) in priority to any other Shareholder;
- 12.10 If the total number of Sale Shares applied for by the Shareholders is equal to or less than the number of Sale Shares available, the Sale Shares shall be allocated in satisfaction of the applications received (which, in the case of OxSciences, shall include the University Surplus Sale Share Allocation). If the total number of Sale Shares applied for is more than the number of Sale Shares available, the Directors shall allocate Sale Shares in satisfaction of each Shareholder's application for Sale Shares in accordance with the following formula. This formula shall be applied repeatedly until such time as there are no Sale Shares remaining to be allocated. Each application of the formula is herein referred to as an "**iteration**"

$$A = \frac{B}{C} \times D$$

- A** is the number of Sale Shares to be allocated to the relevant Shareholder in the iteration (which, in the case of OxSciences, shall include the University Surplus Sale Share Allocation).
- B** is the number of shares held by the Shareholder.
- C** is the number of shares held by all Shareholders to whom the iteration is being applied.
- D** is the number of Sale Shares or, after the first iteration, the number of Sale Shares remaining unallocated by previous iterations.

- 12.11 If, in any iteration, a Shareholder would be allocated all or more than all of the Sale Shares for which he applied (including allocations from previous iterations) then any excess will not be allocated to that Shareholder. That Shareholder will cease to take part in any further iterations and the excess Sale Shares will be available for allocation in the next iteration.
- 12.12 The Company shall notify the Seller and each Shareholder who applied for Sale Shares ("**Transferee**") of the number of Sale Shares that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.

### **Transfer procedure for pre-emptive offers**

- 12.13 If the Company finds a purchaser or purchasers for all or any of the Sale Shares under the terms of this article the Seller shall be bound, upon receipt of the Sale Price, to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Seller defaults in transferring Sale Shares the Company shall, if so required by the person or persons willing to purchase such Sale Shares, receive and give a good discharge for the purchase money on behalf of the Seller and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Shareholders as the holder of such of the Sale Shares as have been transferred to them.

### **Transfers of excess Sale Shares**

- 12.14 If, following the Company's notification of the allocation of the Sale Shares as referred to in article 12.12, any of the Sale Shares have not been allocated, the Seller may at any time within a period of eight weeks transfer the Sale Shares which have not been allocated (other than any A Shares) or, where the Transfer Notice contains a Total Transfer Condition and such condition has not been satisfied, all of the Sale Shares, to any person approved by the Directors and at any price (being not less than the Sale Price or deemed Sale Price as the case may be) provided that the Directors:

- (a) may refuse approval if the Board reasonably considers (acting at their absolute discretion) that the transferee is a person (or a nominee for a person), who is a competitor with the business of the Company or any member of its Group; or
- (b) may require to be satisfied that those shares are being transferred under a *bona fide* sale for the consideration stated in the transfer without any deduction, rebate or allowance to the purchaser or purchasers and, if not so satisfied, may refuse to register the instrument of transfer,

(without prejudice, however, to the Directors' obligation to refuse to approve or register any transfer of shares in the circumstances described in article 10). In the case of any remaining Sale Shares which are A Shares, the Seller may sell any of those remaining Sale Shares at the Sale Price but only to those person(s) as nominated by the Directors in their absolute discretion.

### **Effect of non-compliance**

- 12.15 Any purported transfer of shares otherwise than in accordance with the provisions of these articles shall be void and have no effect.

## **13. COMPULSORY TRANSFERS**

- 13.1 In this article 13, a "**Transfer Event**" means in relation to any Shareholder:

- (a) a Shareholder who is an individual:
  - (i) becoming bankrupt; or
  - (ii) suffering from a mental disorder and being admitted to hospital or becoming a patient for any purpose of an enactment relating to mental health;
- (b) a Shareholder making any arrangement or composition with his creditors generally;
- (c) a Shareholder who is a body corporate or public sector entity:
  - (i) having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets; or
  - (ii) having an administrator appointed in relation to it; or
  - (iii) entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
  - (iv) having any equivalent action taken in any jurisdiction.

13.2 Any Shareholder who becomes aware of the occurrence of a Transfer Event shall immediately notify the Company and all the other Shareholders in writing of that Transfer Event.

13.3 Upon the happening of any Transfer Event, the Shareholder in respect of whom it is a Transfer Event ("**Relevant Member**") and any Privileged Relation who or Family Trust which has acquired Ordinary Shares from him (directly or by a means of a series of two or more transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Ordinary Shares then held by such Shareholder(s). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Ordinary Shares except for Ordinary Shares which have been validly transferred pursuant to that Transfer Notice. Notwithstanding any other provisions of these articles, any Shareholder holding Ordinary Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company or any proposed written resolution in respect of those Ordinary Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of Shareholder of the Company of another person as the holder of those Ordinary Shares.

13.4 The Ordinary Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with article 12 as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Seller the person who is deemed to have given the Deemed Transfer Notice save that:

- (a) the Sale Price shall be a price per Sale Share agreed between the Seller and the Board and in default of agreement within twenty business days after a Deemed Transfer Notice is deemed to have been given, the Fair Value;

- (b) the Seller may retain any Sale Shares for which Transferees are not found; and
  - (c) the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date.
- 13.5 Between the date of the Deemed Transfer Notice and the transfer of the Relevant Member's shares, all voting rights attaching to such shares shall be suspended.
- 13.6 In the event of a Transfer Event occurring in respect of any A Shareholder, all the A Shares registered in the name of that A Shareholder shall be deemed to be converted into Deferred Shares and, without any further action required, all such A Shares shall automatically be converted into Deferred Shares.

#### **14. LEAVERS**

- 14.1 If any A Shareholder becomes a Good Leaver, the Directors, by notice in writing to that Good Leaver (or his personal representative in the case of that Good Leaver's death) within three months of the date on which that person became a Good Leaver, may, at their sole discretion, require that person to serve a Transfer Notice in respect of all the A Shares held by that Leaver and any Privileged Relation who or Family Trust which has acquired A Shares from him (directly or by a means of a series of two or more transfers) and the provisions of article 12 shall apply (mutatis mutandis) as if such Transfer Notice was a Deemed Transfer Notice thereunder.
- 14.2 If any A Shareholder becomes a Bad Leaver, all of the A Shares registered in his name shall be deemed to have converted into Deferred Shares on the Termination Date and, without any further action required, all such A Shares shall automatically be converted into Deferred Shares, unless the Board (acting with Investor Majority Consent) determines otherwise (at their sole discretion).
- 14.3 Any Ordinary Shares held by any Leaver shall, with effect from the Termination Date and for so long only as they continue to be held by such Leaver and any of his permitted transferees under article 11 (excluding article 11.1 or article 11.2), no longer confer any right to attend, speak or vote at any general meeting of the Company or any class meeting, nor count towards any Shareholder Majority, and, as from such date, such shares shall no longer confer any such rights accordingly.

#### **15. TAG ALONG AND DRAG ALONG RIGHTS AND NEW HOLDING COMPANY**

##### **Tag along**

- 15.1 Notwithstanding any other provision in these articles, no sale or transfer or other disposition of any interest in any shares ("**Specified Shares**") shall have any effect if it would result in a Majority Change of Control unless, before the sale, transfer or other disposition takes effect, the proposed Acquirer has made a bona fide offer in accordance with this article 15.1 to purchase all the shares (including all the A Shares) held by all the other Shareholders (except

any Shareholder which has expressly waived its right to receive such offer for the purpose of this article). The price per share in these circumstances shall be determined by the Directors by reference to the Specified Price to be:

- (a) in the case of A Shares, the total amount of the A Share Proceeds divided by the aggregate number of A Shares in issue; and
- (b) in the case of shares other than A Shares, the amount a member would be entitled to receive per share pursuant to article 4.6(b).

15.2 An offer made under article 15.1 shall be in writing, open for acceptance for at least 20 days and shall be deemed to be rejected by any Shareholder who has not accepted it in accordance with its terms within the time period for acceptance.

15.3 For the purposes of article 15.1, the "**Specified Price**" shall be the highest price paid (or payable for any of the Specified Shares) by the Acquirer or persons acting in concert with him or connected with him for any shares within the last 6 months plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as part of the overall consideration paid or payable for the Specified Shares. If the Specified Price or its cash equivalent cannot be agreed within 15 business days of the proposed sale, transfer or other disposition between the proposed Acquirer and the Directors, it may be referred to the Independent Expert by any Shareholder and, pending its determination, the sale, transfer or other disposition referred to in article 15.1 shall have no effect. The costs of the Independent Expert shall be borne as the Independent Expert shall determine.

15.4 The rights of pre-emption set out in these articles shall not arise on any transfer of shares made in accordance with articles 15.1 to 15.3 inclusive. Further, the provisions of articles 15.1 to 15.3 shall not apply where a Drag Along Notice has been served.

#### **Drag along**

15.5 If any one or more Shareholders (together the "**Selling Shareholders**") wish to transfer their interest(s) in shares (the "**Sellers' Shares**") to a purchaser (the "**Purchaser**") on bona fide arms' length terms, and the same would result in a Special Change of Control, the Selling Shareholders shall have the option (the "**Drag Along Option**") to require all the other holders of shares (including the A Shares) (the "**Called Shareholders**") to sell and transfer all their shares to the Purchaser or as the Purchaser shall direct in accordance with the provisions of this article.

15.6 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares (including the A Shares) (the "**Called Shares**") pursuant to this article, the person to whom they are to be transferred, the consideration for which the Called Shares

are to be transferred (calculated in accordance with article 15.9) (the "**Called Price**") and the proposed date of transfer. A Drag Along Notice shall require the Called Shareholders to (i) transfer the Called Shares free from all encumbrances and with full title guarantee and (ii) in respect of the Called Shares, deliver a stock transfer form and share certificate (or, in respect of any missing share certificate(s), an indemnity for such missing share certificate in a form reasonably acceptable to the Board).

- 15.7 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 Purchaser within 60 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.
- 15.8 No Drag Along Notice may require a Called Shareholder to agree to any terms save those specifically provided for in this article.
- 15.9 The Called Price shall be determined by the Directors (by reference to the price per share at which the transfer of the Sellers' Shares referred to in article 15.5 is taking place) to be:
- (a) in the case of Called Shares which are A Shares, the total amount of the A Share Proceeds divided by the aggregate number of A Shares in issue; and
  - (b) in the case of Called Shares which are not A Shares, the amount a member would be entitled to receive per Called Share pursuant to article 4.6(b).
- 15.10 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless:
- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise; or
  - (b) that date is less than 3 days after the Drag Along Notice where it shall be deferred until the third day after the Drag Along Notice.
- 15.11 The rights of pre-emption set out in these articles shall not arise on any transfer of shares to a Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served.
- 15.12 If any holder of shares does not on completion of the sale of Called Shares execute transfer(s) in respect of all the Called Shares held by them, the defaulting holder shall be deemed to have irrevocably appointed any person nominated for such purpose by the Selling Shareholders to be their agent to execute all necessary transfer(s) on his behalf and deliver such transfer(s) to the Purchaser (or as they may direct) and the Directors shall forthwith register the Purchaser (or as they may direct) as the holder thereof. After the Purchaser (or their nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to registration of shares under this sub-article that no share certificate has been produced.



- 15.13 Upon any person, following the issue of a Drag Along Notice, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (a '**New Shareholder**'), a Drag Along Notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous Drag Along Notice who shall thereupon be bound to sell and transfer all such shares acquired by them to the Purchaser or as the Purchaser may direct and the provisions of this article shall apply mutatis mutandis to the New Shareholder save that completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Shareholder.

#### **New Holding Company**

- 15.14 In the event of a proposed transfer of the entire issued share capital of the Company to a proposed New Holding Company (a "**Holding Company Reorganisation**") approved by the Board (acting with Investor Majority Consent) (a "**Proposed Reorganisation**"), each of the Shareholders shall transfer their interests in Shares with full title guarantee free from all encumbrances to the proposed New Holding Company, consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation ("**Reorganisation Actions**"). The Shareholders shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are required by the Board to facilitate the Proposed Reorganisation. If any Shareholder fails to comply with the provisions of this Article 15.14, the Company shall be constituted the agent of each defaulting Shareholder with power and authority to take any and all Reorganisation Actions as the Board may determine to be necessary or desirable to effect the Proposed Reorganisation and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder such documents as the Board may determine to be necessary or desirable to effect the Proposed Reorganisation or otherwise give effect to this Article 15.14, including, without limitation, any share exchange agreement and/or stock transfer form.
- 15.15 The Company shall procure that each share issued by the proposed New Holding Company in exchange for a Share in the Company pursuant to the Holding Company Reorganisation shall be credited as paid up as to the same amount as credited as paid up on such Share in the Company.
- 15.16 Shares issued by the proposed New Holding Company in exchange for Shares in the Company shall be subject to the constitutional documents of the proposed New Holding Company and otherwise (subject to the express provisions of such constitutional documents) shall have the same rights and obligations as all other proposed New Holding Company shares of the same class in issue at the time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment and issue of such proposed New Holding Company shares or the amount credited as paid up thereon).
- 15.17 Any person who, following the date of completion of a Holding Company Reorganisation, becomes a Shareholder pursuant to the exercise of any option or warrant over shares in the Company or pursuant to the conversion of any convertible security of the Company or

otherwise (a "**Post-Reorganisation Shareholder**") shall be bound to do all such acts and things as the Board may reasonably require in order to transfer to such holding company all Shares held by the Post-Reorganisation Shareholder, in exchange for which that holding company shall issue such Post-Reorganisation Shareholder shares in the holding company in such number, such class and paid up as to such amount as correspond to such Shares (having regard to the terms of the Holding Company Reorganisation and any subsequent reorganisation and adjustments to the share capital of that holding company) as shall be determined by the Board (or, if so required by that holding company, a cash payment having an equivalent value thereto as shall be determined by the Board). If any Post-Reorganisation Shareholder fails to comply with the provisions of this Article 15.17, the Company shall be constituted the agent of such Post-Reorganisation Shareholder for taking such actions as the Board may determine to be necessary or desirable to give effect to the provisions of this Article 15.17 and the Directors may authorise an officer or member to execute and deliver on behalf of such Post-Reorganisation Shareholder the necessary documents as the Board may determine to be necessary or desirable to give effect to the provisions of this Article 15.17, including, without limitation, any share exchange agreement and/or stock transfer form.

- 15.18 The provisions of Articles 10.2, 12 and 15.1 shall not apply to a transfer of Shares pursuant to a Holding Company Reorganisation or Article 15.17.

## **16. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 16.1 The Directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director. In addition, the holders of shares representing more than half of the shares which carry the right to attend and vote at general meetings of the Company may by notice to the Company together appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 16.2 Model Article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:
- (a) he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director;
  - (b) save in the case of the OxSciences Director, IP2IPO Director, the Angel Director or the Founder Director (save, in the case of any Founder Director, where the provisions of article 16.2(c) apply), a majority of the other Directors resolve that he cease to be a Director; and
  - (c) in the case of an executive Director only, he shall cease to be employed by the Company or other Group Company (as appropriate) or, if applicable, ceases to provide consultancy services to the Company or other Group Company and does not either continue as an employee of or consultant to any other Group Company or otherwise provide consultancy services to any other Group Company.

## **17. BOARD APPOINTEES**

- 17.1 Notwithstanding any other provisions of these articles, for so long as IP2IPO (together with any of its respective permitted transferees pursuant to article 11, other than under article 11.1 or article 11.2) holds more than 15% of the Ordinary Shares in issue, IP2IPO shall be entitled to appoint as a Director of the Company any person and to remove from office any person so appointed and to appoint another person in his place.
- 17.2 Notwithstanding any other provisions of these articles, for so long as OxSciences (together with any of its respective permitted transferees pursuant to article 11, other than under article 11.1 or article 11.2) holds more than 15% of the Ordinary Shares in issue, OxSciences shall be entitled to appoint as a Director of the Company any person and to remove from office any person so appointed and to appoint another person in his place.
- 17.3 Notwithstanding any other provisions of these articles, for so long as the Founders (together with any of their permitted transferees pursuant to article 11, other than under article 11.1 or article 11.2) between them hold more than 3% of the Ordinary Shares in issue, they shall, acting jointly in respect of the making of such appointment, be entitled to appoint as a Director of the Company any person and to remove from office any person so appointed and to appoint another person in his place.
- 17.4 Notwithstanding any other provisions of these articles, for so long as the Angels (together with any of their permitted transferees pursuant to article 11, other than under article 11.1 or article 11.2) between them hold more than 15% of the Ordinary Shares in issue, they shall, acting jointly in respect of the making of such appointment, be entitled to appoint as a Director of the Company any person and to remove from office any person so appointed and to appoint another person in his place.
- 17.5 An appointment or removal of an OxSciences Director, IP2IPO Director, Founder Director or Angel Director under the preceding articles will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the Directors.
- 17.6 Each OxSciences Director, IP2IPO Director, Founder Director and Angel 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.

## **18. PROCEEDINGS OF DIRECTORS**

- 18.1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these articles or must be a decision taken in accordance with article 18.2 (subject to article 18.3 and article 18.4). All decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes.

- 18.2 A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 18.3 A decision taken in accordance with article 18.2 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.
- 18.4 A decision may not be taken in accordance with article 18.2 if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with article 18.6 and article 18.7.
- 18.5 Meetings of the Directors shall take place at least every two months, unless the Board shall agree otherwise. Any Director may call a meeting of the Directors, or authorise the company secretary (if any) to give such notice. At least 5 Business Days' advance notice in writing of each such meeting shall be given to each Director. Notice of every meeting of the Directors shall be given to each Director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any Director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Meetings of the directors may, be held by conference telephone or similar equipment, so long as all the participants can hear each other. Such meetings shall be as effective as if the directors had met in person
- 18.6 The quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be four Eligible Directors, which must, to the extent the same are appointed, include an Investor Director (unless the Investor Directors have agreed to the meeting which would otherwise be inquorate taking place without their attendance) and one executive director of the Company.
- 18.7 If the necessary quorum pursuant to article 18.6 for any meeting is not present within 30 minutes 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 date which is one week from the original meeting or to such other time and place as the Directors determine, giving at least 5' Business Days' notice of the time appointed for the adjourned meeting. If a quorum is not present at any such adjourned meeting within 60 minutes from the time appointed, then the meeting shall proceed with the Eligible Directors present forming a quorum. No business shall be raised at a meeting adjourned pursuant to this article 18.7 unless it was included in the agenda and associated notices of the original meeting.
- 18.8 For the purposes of any meeting (or part of a meeting) held pursuant to article 18.5 to authorise a conflict of interest, 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.

18.9 If the number of Directors in office for the time being is less than two, the Directors in office must not take any decision other than a decision to:

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

18.10 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the chairman (or other chairman of the meeting) shall not have a second or casting vote.

18.11 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.

## **19. DIRECTORS' CONFLICTS OF INTEREST**

### *Specific interests of a Director*

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

- (a) where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a parent undertaking of, or a subsidiary undertaking of a parent undertaking of, the Company;
- (d) where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- (f) where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other

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

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

*Interests of an OxSciences Director, IP2IPO Director and Angel Director*

19.2 In addition to the provisions of article 19.1, subject to the provisions of the Act and provided (if these articles so require) that he has declared to the Directors in accordance with the provisions of these articles, the nature and extent of his interest, where a Director is an OxSciences Director, IP2IPO Director or Angel 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:

- (a) in the case of the OxSciences Director, any Member of the OxSciences Group;
- (b) in the case of the IP2IPO Director, any member of the IP Group;
- (c) a fund manager;
- (d) any of the funds advised or managed by a fund manager from time to time; or
- (e) another body corporate or firm in which a fund manager or any fund advised by such fund manager has directly or indirectly invested, including without limitation any portfolio companies.

*Interests of which a Director is not aware*

19.3 For the purposes of this article 19, 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*

19.4 In any situation permitted by this article 19 (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*

19.5 Subject to article 19.6, 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:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
  - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
  - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
  - (iii) restricting the application of the provisions in articles 19.7 and 19.8, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation as they see fit from time to time

and, subject to article 19.6, 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 19.

*Terms and conditions of Board authorisation for an IP2IPO Director, Angel Director or OxSciences Director*

- 19.6 Notwithstanding the other provisions of this article 19, it shall not be made a condition of any authorisation of a matter in relation to the OxSciences Director, IP2IPO Director or the Angel 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 19.7.

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

- 19.7 Subject to article 19.8 (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 19), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:
- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
  - (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- 19.8 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 19.7 shall apply only if the conflict arises out of a matter which falls within article 19.1 or article 19.2 or has been authorised under section 175(5)(a) of the Act.

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

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

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

*Requirement of a Director to declare an interest*

19.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by article 19.1 or article 19.2 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:

- (a) falling under article 19.1(g);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these articles.

*Shareholder approval*

19.11 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 19.

19.12 For the purposes of this article 19:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;



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

## **20. NOTICES OF GENERAL MEETINGS AND QUORUM**

- 20.1 Every notice convening a general meeting may be given in accordance with section 308 of the Act, that is in hard copy form, electronic form or by means of a website and shall comply with the provisions of section 325(1) of the 2006 Act as to giving information to members in regard to their right to appoint proxies. Notices of, and other communications relating to, any general meeting which any member is entitled to receive shall be sent to the Directors and to the auditors of the Company.
- 20.2 Where a general meeting is adjourned under Model Article 41 because a quorum is not present or if during a meeting a quorum ceases to be present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present shall form a quorum, and Model Article 41 shall be modified accordingly.
- 20.3 Ordinary resolutions and special resolutions may be passed as written resolutions in accordance with the Act. A proposed written resolution will lapse if not passed before the period of 28 days beginning with the circulation date. A written resolution shall be deemed to have been executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a share held by joint holders, the signature of any one shall be sufficient.

## **21. LIEN, CALLS ON SHARES AND FORFEITURE**

- 21.1 The Company has a lien (the "**Company's Lien**") over every Ordinary Share which is registered in the name of a person indebted or under any liability to the Company, whether he is the sole registered holder of the Ordinary Share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.
- 21.2 **Enforcement of the Company's Lien**
  - (a) Subject to the provisions of this article 21.2, if:
    - (i) a Lien Enforcement Notice has been given in respect of an Ordinary Share; and
    - (ii) the person to whom the notice was given has failed to comply with it,

the Company may sell that Ordinary Share in such manner as the Directors decide.

(b) A Lien Enforcement Notice:

- (i) may only be given in respect of an Ordinary 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;
- (ii) must specify the Ordinary Share concerned;
- (iii) must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- (iv) must be addressed either to the holder of the Ordinary Share or to a transmittee of that holder; and
- (v) must state the Company's intention to sell the Ordinary Share if the notice is not complied with.

(c) Where Ordinary Shares are sold under this article 21.2:

- (i) the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser; and
- (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

(d) 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:

- (i) 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; and
- (ii) second, to the person entitled to the Ordinary Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Ordinary Shares before the sale for any money payable by that person (or his estate or any joint holder of the Ordinary Shares) after the date of the Lien Enforcement Notice.

(e) A statutory declaration by a Director that the declarant is a Director and that an Ordinary Share has been sold to satisfy the Company's Lien on a specified date:

- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Ordinary Share; and

- (ii) subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the Share.

### 21.3 Call notices

- (a) Subject to these articles and the terms on which Ordinary Shares are allotted, the Directors may send a notice (a **"Call Notice"**) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a **"Call"**) which is payable to the Company at the date when the Directors decide to send the Call Notice.
- (b) A Call Notice:
  - (i) may not require a Shareholder to pay a Call which exceeds the total amount of his indebtedness or liability to the Company;
  - (ii) must state when and how any Call to which it relates is to be paid; and
  - (iii) may permit or require the Call to be made in instalments.
- (c) A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.
- (d) Before the Company has received any Call due under a Call Notice the Directors may:
  - (i) revoke it wholly or in part; or
  - (ii) specify a later time for payment than is specified in the notice,by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.
- (e) A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share:
  - (i) on allotment;
  - (ii) on the occurrence of a particular event; or
  - (iii) on a date fixed by or in accordance with the terms of issue.

### 21.4 Forfeiture

- (a) If a person is liable to pay a Call and fails to do so by the Call payment date:
  - (i) the Directors may issue a notice of intended forfeiture to that person; and
  - (ii) until the Call is paid, that person must pay the company interest on the Call from the Call payment date at the relevant rate.

- (b) A notice of intended forfeiture:
  - (i) may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;
  - (ii) must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder;
  - (iii) must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
  - (iv) must state how the payment is to be made; and
  - (v) must state that if the notice is not complied with, the Ordinary Shares in respect of which the Call is payable will be liable to be forfeited.
- (c) At any time before the Company disposes of a forfeited Ordinary Share, the Directors may decide to cancel the forfeiture on payment of all Calls, interest and expenses due in respect of it and on such other terms as they think fit.

## **22. PARTLY PAID SHARES**

- 22.1 Model Article 21(1) shall not apply to the Company and shares may be issued other than fully paid.
- 22.2 If the subscription price of any share (including any premium) is partly paid, the rights to dividend of any such share shall be abated in the same proportion as the unpaid amount bears to the total subscription price.

## **23. MEANS OF COMMUNICATION TO BE USED**

- 23.1 Any notice, document or other information shall 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, 24 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, six hours 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 23, no account shall be taken of any part of a day that is not a Business Day, save for the purposes of determining whether sufficient notice of a general meeting has been given.

- 23.2 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.

#### **24. DIRECTORS' EXPENSES**

Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

#### **25. INDEMNITY**

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

- (a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no Director of the Company or any associated company is indemnified by the Company against:
  - (i) any liability incurred by the Director to the Company or any associated company; or
  - (ii) any liability incurred by the Director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
  - (iii) any liability incurred by the Director:
    - (A) in defending any criminal proceedings in which he is convicted;

- (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
- (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in articles 25.1(a)(i) and 25.1(a)(iii)(B) applying;

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

25.2 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.

## **26. SMALLER SHARE BUYBACKS**

26.1 Subject to consent of the Investor Majority and the Act, and without prejudice to any other power of the Company to purchase its own shares, the Company may purchase its own shares out of capital in the manner permitted by section 692(1ZA) of the Act.

## **27. OBJECTS**

The Company's objects are unrestricted.

## **28. LIABILITY OF SHAREHOLDERS**

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

## **29. BORROWING POWERS**

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