

ARTICLES OF ASSOCIATION

of

CONVERTR MEDIA LIMITED

Company number 07605651

(Private company limited by shares)

as amended by special resolution passed on 24 January 2021

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Company number: 07605651

The Companies Act 2006

Private company limited by shares

Articles of Association

of

Convertr Media Limited ("the Company")

(as adopted by written special resolution passed on 24 January 2021)

PART A

Interpretation, limitation of liability and other miscellaneous provisions

1. Preliminary

Notwithstanding any other provision of these Articles, no regulations for management of the Company set out in any statute concerning companies or contained in any regulations, order, instrument or other subordinate legislation made pursuant to a statute (including, but not limited to, the regulations contained in the model articles for private companies limited by shares as set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended from time to time)) shall apply to the Company. The following shall be the Articles of the Company.

2. Defined terms

In these Articles, unless a contrary intention is expressly stated, the following words and expressions shall have the following meanings:

"A Ordinary Shares" means the A ordinary shares of £0.01 each in the capital of the Company

"A Shareholder" means a person who is a holder of A Ordinary Share

"Acting in Concert" has the meaning set out in the City Code on Takeovers and Mergers (as amended from time to time)

"Acts" means the Companies Acts and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the Company

"Anti-Dilution Shares" has the meaning set out in Article 10 (*Anti-dilution protection*)

"alternate" or **"alternate director"** has the meaning set out in Article 43 (*Appointment and removal of alternates*)

"appointor" has the meaning set out in Article 43 (*Appointment and removal of alternates*)

"Approved Offer" means an irrevocable bona fide offer in writing that is for all the shares in the capital of the Company which:

- (a) is stipulated to be open for acceptance for at least 15 Business Days,
- (b) are on terms providing for a distribution of proceeds in accordance with Article 8.2 (*Rights attaching to shares - capital*),
- (c) offers the same or equivalent consideration for each Equity Share (whether in cash, securities or otherwise in any combination), provided that a reduction, withholding or retention of consideration to take account of tax payable, or which might be payable, by a shareholder or by his employing company in relation to the conversion of securities, the exercise of an option over shares and/or the disposal of shares shall not prejudice the application of this paragraph,
- (d) includes an undertaking by or on behalf of the Third Party Purchaser that, subject to compliance by the Third Party Purchaser with paragraph (e) below, no other consideration, (whether in cash or otherwise) is to be received or receivable by any shareholder which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the shares to be sold by such shareholder, and that neither the Third Party Purchaser nor any person acting by agreement or understanding with it has otherwise entered into more favourable terms or has agreed more favourable terms with any other shareholder for the purchase of shares,
- (e) makes provision for the redemption of the Loan Stock in accordance with the Loan Stock Deed or if the Company is unable lawfully to effect any such redemption, makes provision for the purchase of such Loan Stock at the price at which they would have been redeemed,
- (f) is on terms that the sale and purchase of shares in respect of which the offer is accepted will be completed at the same time, and
- (g) is approved by the Board (including the Investor Director)

"Articles" means the Company's articles of association as altered or varied from time to time (and **"Article"** means a provision of the Articles)

"Bad Leaver" means a Leaver whose employment is terminated due to behaviour that: (a) in the reasonable opinion of the Board (excluding the Leaver if he/she is also a director) amounts to gross misconduct, fraud or dishonesty (as evidenced in writing), and (b) entitles his or her employer to summarily dismiss him or her without notice or pay in lieu of notice and without liability for wrongful, constructive and/or unfair dismissal (save in the case that unfair dismissal is as a result of a procedural defect) and/or a breach of the terms of the Leaver's contract of employment.

"Balance Amount" has the meaning set out in Article 8.3.1.2 (ii)

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

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

"Bonus Issue" or "Reorganisation" means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the A Shareholders) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than the A Ordinary Shares) or any variation in the subscription price or conversion ratio applicable to any other outstanding shares of the Company in each case other than shares issued pursuant to one of the exclusions from the definition of Relevant Securities below

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

"CA2006" means the Companies Act 2006

"call" has the meaning set out in Article 49.1 (*Call notices*)

"call notice" has the meaning set out in Article 49.1 (*Call notices*)

"call payment date" has the meaning set out in Article 53 (*Failure to comply with call notice automatic consequences*)

"Called Shareholders" has the meaning set out in Article 18 (*Drag along*)

"Called Shares" has the meaning set out in Article 18 (*Drag along*)

"capitalised sum" has the meaning set out in Article 71 (*Authority to capitalise and appropriate of capitalised sum*)

"Cash" means all cash (whether in hand or credited to any account with any banking, financial, acceptance credit, lending or other similar institution or organisation) and its cash equivalents, including in each case all interest accrued thereon

"Cash Free" means free of Cash only and does not include any trading receivables (or any interest thereon)

"Cessation Date" means the date on which a Leaver ceases to be an Employee or a Growth Share Holder becomes a Growth Share Leaver

"Chairman" means the chairman of the Board appointed pursuant to Article 35 (*Chairman*)

"chairman of the meeting" has the meaning set out in Article 75 (*Chairing general meetings*)

"Companies Acts" has the meaning set out in Section 2, CA2006

"Company's lien" has the meaning set out in Article 47.1 (*Company's lien*)

"Conflicted Director" has the meaning set out in Article 37.1 (*Authorisation of conflicts of interest*)

"Conflict Situation" has the meaning set out in Article 37.1 (*Authorisation of conflicts of interest*)

"Controller" means in relation to a corporate member a person who has the power or ability to direct the management or the policies of that member, whether through the ownership of voting capital, by contract or otherwise

"Controlling interest" means an interest in shares (as defined in Schedule 1 of the CA2006) conferring in aggregate more than 50% of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue

"Date of Adoption" means the date of adoption of these Articles

"Debt Free" means free of Financial Debt only and does not include any trading or operational liabilities;

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

"Disposal" means the sale of the whole or substantially the whole of the undertaking or assets of the Company

"distribution recipient" has the meaning set out in Article 66 (*Payment of dividends and other distributions*)

"document" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form

"eligible director" means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the resolution in question)

"Enterprise Value" means the Gross Enterprise Value as determined by the Board, acting reasonably, provided that in making such determination in the event of a relevant transaction (as set out in this definition of (a) to (d) below) which is:

- (a) a Sale, the Board shall have regard to the Gross Enterprise Value implied by the consideration payable for the shares or Interest in shares in the capital of the Company under the terms of the Sale;
- (b) a Disposal, the Board shall have regard to the Gross Enterprise Value implied by the consideration payable for the undertaking or assets of the Company under the terms of the Disposal;
- (c) an IPO, the Board shall have regard to the Gross Enterprise Value implied by the Listing Value of the then issued shares subject to the IPO
- (d) on a return of capital on a liquidation or otherwise (except on a redemption or purchase by the Company of any shares), the Board shall have regard to the Gross

Enterprise Value implied by the proceeds available for distribution to the shareholders of the Company.

"Employee" means a person who at the Date of Adoption or subsequently is employed by, or is a consultant to, any Group Company (including the Founder but excluding a holder of Growth Shares)

"Employee Shareholder" means an Employee who is a shareholder (excluding a Growth Share Holder)

"Employee Trust" means the trust to be established by the Board to encourage or facilitate the holding of shares in the Company by bona fide Employees or by any section of such Employees, the trustees of which shall be such persons as the Board shall agree

"Equity Shares" means the A Ordinary Shares and the Ordinary Shares

"Exit Event" means a Sale or a Disposal

"Exit Event Return" means the gross proceeds of the Sale or the surplus assets of the Company remaining after the payment of its liabilities on a Disposal (before any deduction of tax)

"Exit Notice" has the meaning set out in Article 18 (*Drag along*)

"Exit Option" has the meaning set out in Article 18 (*Drag along*)

"Family Trust" means a trust under which:

- (a) no immediate beneficial interest in the shares held by it or income from such shares is for the time being or may in the future be vested in any person other than the settler or a Privileged Relation of such settler, and
- (b) no power or control over the voting powers conferred by the shares held by it is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the settler or a Privileged Relation of such settler

"Financial Debt" means all borrowings and other indebtedness by way of overdraft, acceptance credit or similar facilities, loan stocks, bonds, debentures, notes, debt or inventory financing, finance leases or sale and lease back arrangements or any other arrangements the purpose of which is to borrow money

"Founder Director" has the meaning given to it in Article 22.1

"Founder" means Emma Bowkett

"FSMA" means the Financial Services and Markets Act 2000

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

"Fund" means any venture capital trust (within the meaning contained in the glossary of the Listing Rules), bank, building society, industrial and provident or friendly society, unit trust, any other collective investment scheme (as defined in section 235 FSMA), any intermediate customer (within the meaning of the Conduct of Business Rules made under FSMA),

partnership, limited partnership, limited liability partnership, pension fund or insurance company or any person who is an authorised person (within the meaning of section 31(2) FSMA), and the term will include any subsidiary undertaking of any of the foregoing and any co-investment scheme in relation to any of the foregoing

"Good Leaver" means a Leaver who is not a Bad Leaver or Resigning Leaver

"Gross Enterprise Value" the gross enterprise value of the Company as a whole (for the avoidance of doubt, on a Cash Free/Debt Free basis)

"Growth Shares" means the G ordinary shares of £0.01 each in the share capital of the Company

"Growth Share Bad Leaver" means a person who is a Growth Share Leaver and who is not a Growth Share Good Leaver

"Growth Share Entitlement" shall be calculated in accordance with the following formula:

$$\text{GSE} = (\text{EV} - \text{GSH}) \text{GSP}$$

Where:

GSE = Growth Share Entitlement

EV = the Enterprise Value of the Company on an Exit Event

GSH = Growth Share Hurdle

GSP = the proportion of value to be attributed to the Growth Shares in aggregate, being 1%

save where the value of the Growth Share Entitlement is a negative integer (a minus number) the GSE shall be zero.

"Growth Share Excess Amount" has the meaning set out in Article 8.3.3

"Growth Share Good Leaver" means a person who is a Growth Share Leaver due to (i) death or permanent incapacity or (ii) when the Board (including Investor Director Consent) determines that a person is a Good Leaver;

"Growth Share Holder" means a holder of Growth Shares

"Growth Share Hurdle" means the target valuation of the Company being £15,000,000 (fifteen million pounds)

"Growth Share Leaver" means a Growth Share Holder who ceases to be employed by, or be a consultant to, any Group Company

"Group" means the Company and its Subsidiaries (if any) for the time being and **"Group Company"** means any of them

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

"instrument" means a document in hard copy form

"Interest" means in the context of the definitions of Enterprise Value, an interest of any kind whatsoever in or to any share in the capital of a company or any right to control the voting or other rights attributable to any share in the capital of a company, disregarding any conditions or restrictions to which the exercise of any right attributed to such interest may be subject

"Investor" has the meaning given to it in the Investment Agreement and 'Investor' includes any of its Permitted Transferees to whom they have transferred or acquired Shares after the Date of Adoption

"Investor Consent" means the written consent of the Investor, which may be given in any manner permitted by the Investment Agreement

"Investor Director" means a director appointed by the Investors under Article 20 (*Investor Director*)

"Investor Director Consent" means the prior consent of the Investor Director which may be given either in writing or orally at a meeting of the Board (provided that the same is recorded in the minutes of such meeting)

"Investment Agreement" means the agreement dated on or about the 18 October 2016 and made between, among others, (1) the Company (2) Emma Bowkett and Clive Brett, (3) the Investors and (4) Albion Ventures LLP

"IPO" means the admission of all or any of the Shares or securities representing those shares (including without limitation depository interests, American depository receipts, American depository shares and/or other instruments) to or the grant of permission by any like authority for the same to be admitted to or traded or quoted on NASDAQ or the Official List of the Financial Conduct Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) (as amended)

"Issue Price" means the amount subscribed for a share (including any share premium), subject to adjustment to take account of any Bonus Issue or Reorganisation (in which circumstances the provisions of Article 10.3 shall apply)

"Leaver" means an Employee Shareholder who ceases to be employed by, or be a consultant to, any Group Company and does not continue to be an Employee Shareholder by reason of his status in relation to any Group Company

"Leaver's Shares" means in relation to a Leaver, all shares in the capital of the Company held by him or his Privileged Relations or their Family Trusts, or any nominees of them (other than shares held by Privileged Relations which were not acquired either directly or indirectly from the Leaver or by reason of the Privileged Relation's connection with the Leaver)

"Loan Stock Deed" means the instrument constituting the Loan Stock, as amended or restated from time to time

"Loan Stock" means the £500,000 secured loan stock constituted by the Loan Stock Deed

"lien enforcement notice" has the meaning set out in Article 48 (*Enforcement of the Company's lien*)

"Listing Rules" means the rules of the UK Listing Authority

"Listing Value" means the value of those shares listed (or the share capital into which they have been converted or redesignated, or attributable to them at the time of the IPO), as determined by reference to the price at which the shares are to be issued or (as appropriate) sold as part of the IPO

"Majority Sellers" has the meaning set out in Article 18 (*Drag along*)

"Majority Sellers' Shares" has the meaning set out in Article 18 (*Drag along*)

"Market Price" means the market value of the shares concerned on the following assumptions and bases:

- (a) to have regard to the rights attached to the shares in respect of income and capital,
- (b) recognising that in any other circumstances the Shares are not freely marketable,
- (c) to assume that the sale is on an arms' length basis between a willing vendor and a willing purchaser, and
- (d) if the Company is then carrying on business as a going concern, to assume that it will continue to do so in the same manner as immediately prior to the date of the Transfer Notice or deemed Transfer Notice giving rise to the valuation,

including any other factors which the Valuer reasonably believes should be taken into account;

"NASDAQ" means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.

"Offered Shares" has the meaning set out in Article 15.2 (*Pre-emption procedure*);

"Ordinary Shares" means the ordinary shares of £0.01 each in the capital of the Company

"paid" means paid or credited as paid

"participate", in relation to a directors' meeting, has the meaning set out in Article 33 (*Participation in directors' meetings*)

"partly paid" in relation to a share, means that part of that share's nominal value or any premium at which it was issued that has not been paid to the Company

"Permitted Transfer" means a transfer of Shares permitted in accordance with Article 12

"Permitted Transferee" (i) any member who receives shares pursuant to a Permitted Transfer, or (ii) in respect of a member, any person to whom such member is entitled to transfer Shares pursuant to Article 12, as the context requires

"persons entitled" has the meaning set out in Article 71.1 (*Authority to capitalise and appropriation of capitalised sum*)

"Pre-emption Purchasers" has the meaning set out in Article 15.6 (*Pre-emption procedure*) and **"Pre-emption Purchaser"** means any one of them

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

"proxy notice" has the meaning set out in Article 81 (*Content of proxy notices*)

"relevant director" means any director or former director of the Company or any associated company (within the meaning of Section 256, CA2006)

"relevant loss" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant director, secretary or other officer in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, any associated company (within the meaning of Section 256, CA2006), any pension fund (including any occupational pension scheme) or any Employees' share scheme of the Company or associated company

"relevant rate" has the meaning set out in Article 53.2 (*Failure to comply with call notice automatic consequences*)

"Relevant Securities" means all shares, rights to subscribe for shares or to receive them for no consideration and all securities convertible into shares, but excluding:

- (a) any shares to be allotted and issued to an Employee Trust,
- (b) shares or securities convertible into shares issued in consideration of an acquisition by the Company of any company or business provided such acquisition has been approved by a Special Majority (with Investor Consent),
- (c) the grant of options a Share Option Scheme and the subsequent allotment of the shares resulting from the exercise of such options,
- (d) any Anti-Dilution Shares, or
- (e) any Growth Shares limited to 210 Growth Shares in aggregate.

"Resigning Leaver" means a Leaver who ceases to be employed due to his or her resignation other than: (i) in response to circumstances where, but for such resignation, his or her employer would have been entitled to terminate the Leaver's employment and the Leaver would have been a Bad Leaver, in which case the Leaver shall be a Bad Leaver; or (ii) in connection with any Exit Event, in which case the Leaver shall be a Good Leaver; or (iii) in circumstances where he or she is constructively dismissed in which case the Leaver shall be a Good Leaver; or (iv) in circumstances where he or she becomes a Leaver due to death or permanent incapacity, in which case he or she shall be a Good Leaver.

"Restricted Shares" means shares restricted in accordance with Article 13.7;

"Sale" means:

- (a) the sale or other disposal (whether by one transaction or a series of related transactions) of the entire issued share capital of the Company, or

- (b) where the purchaser(s) and its connected persons (within the meaning of Section 252, CA 2006) or associated bodies corporate (within the meaning of Section 256, CA2006), as appropriate, already hold shares in the capital of the Company, the sale or other disposal of such number of shares such that the purchaser(s) and his connected persons or associated bodies corporate, as appropriate, the entire issued share capital of the Company)

"Sale Price" has the meaning set out in Article 15.3 (*Pre-emption procedure*)

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

"Share Option Scheme" means any share option scheme of the Company for the incentivisation and/or reward of current and/or prospective Employees and/or officers of the Company and any Group Company approved by the Board (with Investor Director Consent)

"shares" means shares in the Company

"Special Majority" shall mean a majority of 80% of the votes capable of being cast in respect of all issued Equity Shares at a general meeting of the Company or on a written resolution of the Company

"Subsidiary" means a subsidiary (as defined in Section 1159, CA2006) or a subsidiary undertaking (as defined in Section 1162, CA2006) and **"Subsidiaries"** shall be construed accordingly

"Third Party Purchaser" has the meaning set out in Article 18 (*Drag along*)

"Total Transfer Condition" has the meaning set out in Article 15.2 (*Pre-emption procedure*)

"Transfer Notice" has the meaning set out in Article 15.1 (*Pre-emption procedure*)

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

"Valuer" means the auditor of the Company or (if the auditor declines to act for such purpose) an independent accountant nominated by agreement between the Board (with Investor Director Consent) and the transferor(s) (to the extent applicable) or, failing agreement within 10 working days, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales

"Unvested Shares" means in relation to a Growth Share Holder, any Growth Shares which are not Vested Shares

"Vested Shares" means in relation to a Growth Share Holder, the number of Growth Shares as determined in accordance with the below, unless otherwise agreed between the Board (with Investor Director Consent) and the Growth Share Holder:

Period between Cessation Date and date the Growth Shares were issued to the Growth Share Holder	% of Growth Shares Vested
0 – up to 12 months	20
12 months plus 1 day – 18 months	40
18 months plus 1 day – 24 months	60
24 months plus 1 day – 30 months	80

30 months plus 1 day – 36 months	100
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"**writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods and "written" shall be construed accordingly

3. Interpretation

3.1 In these Articles:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender,
- (b) a reference to:
 - (i) "**transfer of shares**" or any similar expression shall be deemed to include, in respect of a share in the capital of the Company
 - (A) any sale or other disposition of the legal or equitable interest in a share (including any voting right attached to a share),
 - (B) the creation of any mortgage, charge, pledge or other encumbrance over any legal or equitable interest in a share,
 - (C) any direction by a person entitled to an allotment or issue of shares that a share be allotted or issued to some other person, and
 - (D) any grant of an option to acquire, or agreement to enter into a grant of an option to acquire, any legal or equitable interest in a share,
 - (ii) "**person**" includes any individual, firm, corporation, body corporate, association, partnership, trust, unincorporated association, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality),
- (c) the table of contents and headings are for convenience only and do not affect the interpretation of these Articles,
- (d) general words shall not be given a restrictive meaning:
 - (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing, or
 - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words, and
- (e) for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), CA2006, shares registered in the name of a person (or its nominee) by way of security or in connection with the taking of security shall be treated as held

by the person providing the security and shares held by a person as nominee for another shall be treated as held by the other.

- 3.2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions contained in these Articles shall have the same meaning as in the CA2006 as in force on the date when these Articles become binding on the Company.

4. Liability of members

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

5. Company's name

The Company may change its name by means of a decision of the directors made in accordance with the provisions of Article 30 (*Directors to take decisions collectively*) or Article 31 (*Unanimous decisions*) (provided in each case with Investor Director Consent). The provisions of Section 79, CA2006 shall be complied with on any change of Company name made pursuant to this Article.

6. Domicile

The Company's registered office is to be situated in England and Wales.

Share capital, rights and transfers

7. Share capital

- 7.1 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 7.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.
- 7.3 Shares may be issued by the Company which are nil, partly or fully paid.
- 7.4 The Company may pay any person a commission in consideration for that person subscribing, or agreeing to subscribe, for shares or procuring, or agreeing to procure, subscriptions for shares. Any such commission may be paid in cash, or fully paid or partly paid shares or other securities, or partly in one way and partly in the other and in respect of a conditional or an absolute subscription.

8. Rights attaching to shares

8.1 Income

- (a) Subject to Article 8.1(b), any profits which the Board may determine (with Investor Director Consent) to distribute shall be distributed amongst the holders of the Equity Shares (equally as if they were one class of share) pro rata according to the number of Equity Shares held as if the Equity Shares constituted one class of Share.

- (b) From the fifth anniversary of the 18 October 2016 and on an annual basis thereafter, the Company shall (without any need for a resolution of the Board or of the Company) and before application of any profits to reserve or for any other purpose, pay a cash dividend equal to 50% of the net profit of the Group (or such other lower amount as agreed by the Board) and such cash dividend shall be distributed amongst the holders of the Equity Shares (equally as if they were one class of share) pro rata according to the number of Equity Shares held as if the Equity Shares constituted one class of Share.
- (c) If the Company is unable to pay in full on the due date any cash dividend referred to in Article 8.1(b) by reason of having insufficient profits then it will on that date pay it to the extent that it is then lawfully able to do so.

8.2 Capital

On a return of capital on a liquidation or otherwise (except on a redemption or purchase by the Company of any shares) the surplus assets of the Company remaining after the payment of its liabilities shall be distributed in the proportions and in the order set out Article 8.3.

8.3 Exit Event

- 8.3.1 If an Exit Event (taking all classes of shares together as one) would result in an Exit Event Return equal to, or greater than, the Growth Share Hurdle, the Exit Event Return shall be distributed as follows, subject always to Article 8.3.3:

- 8.3.1.1 first, in paying, such that (i), (ii) and (iii) of this article shall not denote an order of preference, to the holders of the:

- (i) A Ordinary Shares, an amount equal to the greater of:
 - (A) the aggregate of the Issue Price paid per A Ordinary Share (provided that if the Exit Event Return is insufficient to pay the amounts per share equal to the Issue Price, the Exit Event Return shall, subject to payment of the amounts pursuant to 8.3.1.1 (ii) and (iii), be distributed to the holders of the A Ordinary Shares pro rata to their respective holdings of A Ordinary Shares); and
 - (B) an amount per share equivalent to that which the holders of the A Ordinary Shares would have received had the A Ordinary Shares converted into Ordinary Shares immediately prior to such Exit Event;
 - (ii) Ordinary Shares, an amount equal to the nominal value of those shares; and
 - (iii) Growth Shares, an amount equal to the nominal value of those shares; and

- 8.3.1.2 the balance of such proceeds or surplus assets (the “**Balance Amount**”), as the case may be, (if any) shall be distributed such that (i) and (ii) of this article shall not denote an order of preference:

- (i) to the holders of A Ordinary Shares an amount equal to an amount equal to £0.01 to each holder of A Ordinary Shares; and
- (ii) amongst the holders of Ordinary Shares and Growth Shares pari passu on a pro rata basis as if the same constituted one class of share.

provided that if there are insufficient surplus assets to pay such amounts in full, all of the remaining surplus assets shall be distributed amongst the holders of the Equity Shares and Growth Shares pro rata to the amounts which such holders would otherwise have been entitled to receive under this Article 8.3.1,

8.3.2 If an Exit Event (taking all classes of shares together as one) would result in an Exit Event Return less than the Growth Share Hurdle, the Exit Event Return shall be distributed as follows:

8.3.2.1 first, in paying, such that (i), (ii) and (iii) of this article shall not denote an order of preference, to the holders of the:

- (i) A Ordinary Shares, an amount equal to the greater of:
 - (A) the aggregate of the Issue Price paid per A Ordinary Share (provided that if the Exit Event Return is insufficient to pay the amounts per share equal to the Issue Price, the Exit Event Return shall, subject to payment of the amounts pursuant to 8.3.2.1 (ii) and (iii), be distributed to the holders of the A Ordinary Shares pro rata to their respective holdings of A Ordinary Shares); and
 - (B) an amount per share equivalent to that which the holders of the A Ordinary Shares would have received had the A Ordinary Shares converted into Ordinary Shares immediately prior to such Exit Event;
- (ii) Ordinary Shares, an amount equal to the nominal value of those shares; and
- (iii) Growth Shares, an amount equal to £0.01 to each holder of Growth Shares; and

8.3.2.2 the Balance Amount, as the case may be, (if any) shall be distributed such that (i), (ii) and (iii) of this article shall not denote an order of preference:

- (i) to the holders of A Ordinary Shares, £0.01 to each holder of A Ordinary Shares;
- (ii) to the holders of Growth Shares, £0.01 to each holder of Growth Shares; and
- (iii) the balance of such Balance Amount, to the holders of Ordinary Shares pari passu on a pro rata basis as if the same constituted one class of share,

provided that if there are insufficient surplus assets to pay such amounts in full, all of the remaining surplus assets shall be distributed amongst the holders of the Equity Shares and Growth Shares pro rata to the amounts which such holders would otherwise have been entitled to receive under this Article 8.3.2,

Growth Share Entitlement

8.3.3 Where the holders of Growth Shares are otherwise entitled by virtue of Article 8.3.1 to receive an Exit Event Return in excess of the Growth Share Entitlement, then the surplus (the “**Growth Share Excess Amount**”), shall be applied between the holders of Equity Shares and Growth Shares such that Article 8.3.3.1 and Article 8.3.3.2 below do not denote an order of preference:

8.3.3.1 to the holders of Growth Shares, 0.0001 per cent. of the Growth Share Excess Amount; and

8.3.3.2 the balance of such amount, to the holders of Equity Shares pari passu on a pro rata basis as if the same constituted one class of share.

IPO

8.3.4 If an IPO would result in an Enterprise Value:

8.3.4.1 equal to, or in excess of, the Growth Share Hurdle, then the return that a Growth Share Holder shall receive shall be calculated in accordance with Articles 8.3.1, 8.3.2 and Article 8.3.3 (as appropriate) (the “**Listing Event Return**”) and, immediately prior to the IPO the Growth Shares shall automatically be converted into such number of ordinary shares (or such other class of shares as required by the IPO) as is determined by dividing the Listing Event Return by the listing price per share rounded down to the nearest whole share;

8.3.4.2 less than the Growth Share Hurdle, then, unless otherwise agreed by the Board (Investor Director Consent), the holders of the Growth Shares shall each be deemed to be a Growth Share Bad Leaver and a Transfer Notice shall be deemed to be given in respect of all of the Growth Shares in accordance with Article 14.3(b).

8.4 Voting

The holders of the Equity Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Equity Share held by him.

9. Further issues of shares

9.1 Unless otherwise agreed by special resolution of the Company, any Relevant Securities to be granted or allotted by the Company (“**Further Issue**”) shall first be offered to the holders of the Equity Shares (excluding Restricted Shares) by way of written offer in the same proportion as nearly as possible as the nominal amount of their existing holding of Equity Shares bears to

the total nominal amount of the Equity Shares in issue (excluding Restricted Shares) and such offers shall be open for acceptance for not less than 14 days from the latest date of despatch of the written offer to the members.

9.2 When applying for his allocation, it shall be open to each such holder to specify the number of Relevant Securities in excess of his proportionate entitlement for which he is willing to subscribe.

9.3 If the total number of Relevant Securities applied for pursuant to an offer made under Article 9.1 is:

- (a) equal to or less than the number of Relevant Securities available, the Relevant Securities shall be allocated in satisfaction of the applications received, or
- (b) more than the number of Relevant Securities available, the Board shall allocate Relevant Securities in accordance with the following formula. This formula shall be applied repeatedly until there are no Relevant Securities remaining to be allocated. Each application of the formula is referred to below as an "iteration"

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

A is the number of Relevant Securities to be allocated to the relevant member in the iteration

B is the number of Equity Shares held by the relevant member

C is the number of Equity Shares held by all the members to whom the iteration is being applied

D is the number of Relevant Securities or, after the first iteration, the number of Relevant Securities remaining unallocated by previous iterations

If in any iteration, a member would be allocated more than all of the Relevant Securities for which he applied (including allocations from previous iterations) then any excess will not be allocated to that member, who will cease to take part in any further iterations, and the excess Relevant Securities will be available for allocation in the next iteration.

9.4 The Board shall notify each member who applied for Relevant Securities of the number of Relevant Securities 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 latest date by which applications had to be received) at which the allotment of the Relevant Securities shall be completed.

9.5 Any Relevant Securities not accepted or subscribed for by the members shall be at the disposal of the directors who may (within a period of 3 months from the end of the last offer period under Article 9.1 allot, grant options over or otherwise dispose of the same to such persons at a price per share and on terms no less favourable than that/those at which the same were offered to the holders of Equity Shares, and otherwise on such terms as they think proper.

9.6 Pursuant to Section 567, CA2006, sub-section (1) of Section 561, CA2006 and sub-sections (1) to (5) inclusive of Section 562, CA2006 shall be excluded from applying to the Company.

10. Anti-dilution protection

- 10.1 If Relevant Securities are issued by the Company at a price per Relevant Security which equates to less than the Issue Price subscribed per A Ordinary Share subscribed by the Investors pursuant to the Investment Agreement (a "**Qualifying Issue**") (which in the event that the Relevant Security is not issued for cash shall be a price certified by the Valuers acting as experts and not as arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the Relevant Securities) then the Company shall, unless and to the extent that the Investors shall have specifically waived the rights of all of the holders of A Ordinary Shares under this Article 10, offer (such offer, unless waived, to remain open for acceptance for not less than 10 Business Days) to each A Shareholder (an "**Exercising Investor**") the right to receive a number of new A Ordinary Shares determined by applying the following formula on every Qualifying Issue (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 10.3 (the "**Anti-Dilution Shares**"):

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

where:

N	=	the number of Anti-Dilution Shares to be issued to the Exercising Investor
WA	=	$\frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$
SIP	=	the Issue Price
ESC	=	the number of Equity Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying Issue
QISP	=	the lowest per share price of the Relevant Securities issued pursuant to the Qualifying Issue (which in the event that that Relevant Security is not issued for cash shall be the sum certified by the Valuer, acting as expert and not as arbitrator, as being in the Valuer's opinion the current cash value of the non-cash consideration for the allotment of that Relevant Security)
NS	=	the number of Relevant Securities issued pursuant to the Qualifying Issue
Z	=	the number of A Ordinary Shares held by the Exercising Investor prior to the Qualifying Issue

- 10.2 The Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or the Investors shall agree otherwise, in which event the Exercising Investors shall be entitled to

subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by the Investors) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 10.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 10.1 or this Article 10.2, the matter shall be referred (at the cost of the Company) to the Valuer (acting as expert and not as arbitrator) for certification of the number of Anti-Dilution Shares to be issued. The Valuer's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investors, and

- (b) subject to the payment of any cash payable pursuant to Article 10.2(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing A Ordinary Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising Investors and pursuant to Article 10.2(a).

10.3 If a Bonus Issue or Reorganisation occurs after the Date of Adoption, the Issue Price subscribed per A Ordinary Share subscribed by the Investors pursuant to the Investment Agreement shall be subject to adjustment on such basis as may be agreed between the Company and the Investor within 10 Business Days after completion of such Bonus Issue or Reorganisation. If the Company and the Investor cannot agree such adjustment within such period, the question shall be referred to the Valuers whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the shareholders. The costs of the Valuers shall be borne by the Company.

10.4 For the purposes of this Article 10 any shares held as treasury shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

11. Variation of class rights

Whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied, modified, abrogated or cancelled only with the consent in writing of the holders of 75% of the issued shares of that class, save that the special rights attaching to the A Ordinary Shares may only be varied or abrogated with Investor Consent.

12. Permitted transfers

12.1 Transfers to Privileged Relations, Family Trusts and nominees:

- (a) Any member may transfer the shares in the capital of the Company held by him to a Privileged Relation with consent of a Special Majority (which shall include Investor Consent), such consent not to be unreasonably withheld or delayed where the shares transferred represent less than 50% of the member's shareholding at the Date of Adoption. A Privileged Relation to whom shares are transferred may transfer such shares without restriction to the original member or to another Privileged Relation of the original member but any other transfer by the Privileged Relation shall be subject to the same restrictions as though they were transfers by the original member himself) or the trustees of his Family Trust.

- (b) The trustees of a Family Trust may transfer shares held by them in their capacity as trustees:
 - (i) on a change of trustees, to the new trustees of that Family Trust,
 - (ii) to a person (other than a charity) who has an immediate beneficial interest under the Family Trust, or
 - (iii) to another Family Trust which has the same member as settlor.
- (c) Shares may be transferred by a member to a person to hold such shares as his bare nominee and the nominee may transfer such shares without restriction to the original member or to another bare nominee of such original member but any other transfers by the nominee shall be subject to the same restrictions as though they were transfers by the original member himself.

12.2 Transfers with consent

Save as permitted pursuant articles 12.1, 12.3, 12.4 or otherwise under these Articles, a transfer of shares may be made to any person with the consent of a Special Majority (which shall include Investor Consent).

12.3 Transfers to and from the Employee Trust

Any member may at any time transfer shares to the trustees of the Employee Trust and the trustees of the Employee Trust may transfer any shares:

- (a) upon change of trustees, to the new or remaining trustee or trustees for the time being of the Employee Trust, and
- (b) to any bona fide employees on their becoming entitled to the same under the terms of the Employee Trust.

12.4 Purchase of shares by the Company

- (a) Any member may at any time transfer shares to the Company provided the purchase by the Company is permitted by the Companies Acts,
- (b) Articles 9 and 15 shall not apply to any transfer of shares permitted under this Article 12.

12.5 Transfers to a Fund

In the case of A Ordinary Shares held by or on behalf of a Fund:

- (a) to another nominee or trustee for, or general partner of, the Fund, and by any such nominee or trustee to another nominee or trustee for that Fund or to the Fund itself,
- (b) on a distribution in kind under the constitutive documents of the Fund, to the partners in or holders of units in, or to the shareholders of, participants in or the holders of other interests in the Fund (or to a nominee or trustee for any such partners, holders, members or investors), and by a nominee or trustee for such holders, partners,

members or investors to such holders, partners, members or investors or to another nominee or trustee for such holders, partners, members or investors, or

- (c) to another Fund which is managed or advised by the same manager or adviser as the transferor (or as the Fund on behalf of whom any such Share is held by the transferor as nominee or trustee) or by a group undertaking of such manager or adviser.

13. Mandatory transfers

13.1 Transfer if trust ceases to be a Family Trust

If any trust whose trustees hold shares in the capital of the Company ceases to be a Family Trust or there cease to be any beneficiaries of the Family Trust other than a charity or charities, then the trustees shall without delay notify the Company that such event has occurred and if the trustees have not, within 14 days of receiving a request from the directors to do so, transferred the shares back to the settlor of that Family Trust they shall be deemed to have served the Company with a Transfer Notice in respect of all such shares on the date on which the trust ceased to be a Family Trust or the date there ceased to be any beneficiaries other than a charity or charities (as appropriate) and such shares may not otherwise be transferred.

13.2 Transfer if shares cease to be held by a Privileged Relation

If a Privileged Relation holding shares transferred to him under Article 12.1 ceases to be a Privileged Relation of the original member who held them (other than by reason of death), the Privileged Relation then holding the shares shall without delay notify the Company that this event has occurred and shall be deemed to have served the Company with a Transfer Notice in respect of all such shares as at the date on which he ceased to be a Privileged Relation and such shares may not otherwise be transferred.

13.3 Transfer on change of control of corporate member

If there is a change in the Controller (or, if more than one, any of them) of a corporate member, then that member shall notify the Company that such event has occurred and shall be deemed to have served the Company with a Transfer Notice in respect of all shares then held by it as at the date on which the change in Controller occurred and such shares may not otherwise be transferred.

13.4 Transfer on death or bankruptcy of member

A person entitled to a share or shares in consequence of the death of a member or the bankruptcy of a member:

- (a) shall be bound at any time, if and when required in writing by the directors so to do, to give a Transfer Notice in respect of such share(s), and if such person fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of all such share(s) on the date of death or bankruptcy (as appropriate), and
- (b) shall be bound by any notice given to the member in respect of the shares.

13.5 Transfer on insolvency of corporate member

If a corporate member either suffers or resolves for the appointment of a liquidator, administrator or administrative or other receiver over it or any material part of its assets or enters into an arrangement with its creditors, the relevant member shall be deemed to have given a Transfer Notice in respect of all the shares held by it as at the date of such liquidation, administration, administrative or other receivership or arrangement.

13.6 Deemed Transfer Notice

Save where these Articles expressly provide otherwise, if in any case under the provisions of these Articles:

- (a) the directors require a Transfer Notice to be given in respect of any shares, or
- (b) a person has become bound to give a Transfer Notice in respect of any shares,

and such a Transfer Notice is not duly given within a period of 7 days of demand being made or within the period allowed thereafter respectively a Transfer Notice shall be deemed to have been given at the expiration of the said period.

13.7 Effect on share rights

From the date of the Transfer Notice or deemed Transfer Notice to any shares which become subject to a Transfer Notice or deemed Transfer Notice served under the provisions of this Article 13 (and from the date of issue of any shares issued to the proposed transferor under a Transfer Notice or deemed Transfer Notice served under the provisions of this Article 13 where such shares are issued after the date of such Transfer Notice or deemed Transfer Notice (whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the shares or otherwise)), any shares to which this Article 13.7 applies shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company or at any meeting or on any written resolution of the holders of any class of shares in the capital of the Company and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or class of members or any consent under these Articles or otherwise. Such rights shall be restored immediately upon a Sale or the Company registering a transfer of the relevant shares pursuant to these Articles.

14. Employee shares and Growth Shares

14.1 Mandatory Transfer by Bad Leaver or Resigning Leaver

Unless the consent of the Board (including the Investor Director) to the contrary is given, if an Employee Shareholder becomes a Bad Leaver or a Resigning Leaver:

- (a) the Board (excluding the Leaver if he or she remains a director at the relevant time) may, at any time within the period of 12 months after the Cessation Date, resolve (the date of such Board resolution being the "**Resolution Date**") that a Transfer Notice shall be deemed to have been served on the Resolution Date in respect of the Relevant Fraction of the Leaver's Shares,

- (b) if such a Board resolution is passed, any existing Transfer Notice relating to the relevant Leaver's Shares or any of them in force at the Resolution Date shall immediately be cancelled (unless the transferee(s) are bound to pay for such shares and the transferor(s) are bound to transfer them in accordance with Article 15.7) and no further Transfer Notice shall be issued or be deemed to be issued in respect of the relevant Leaver's Shares except pursuant to this Article 14.1,
- (c) if such a Board resolution is passed, no Leaver's Shares shall be transferred pursuant to Article 12 until the Leaver can no longer be bound to transfer them under this Article 14.1 or Article 15,
- (d) the Relevant Fraction of the Leaver's Shares subject to a deemed Transfer Notice under this Article 14.1 (and any shares issued to the Leaver after the Cessation Date whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the Leaver's Shares or otherwise) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company or at any meeting or on any written resolution of the holders of any class of shares in the capital of the Company and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or class of members or any consent under these Articles or otherwise. Such rights shall be restored immediately upon a Sale, a Listing or the Company registering a transfer of the relevant Leaver's Shares pursuant to these Articles, and
- (e) for the purposes of this Article 14.1, the "**Relevant Fraction**" means, in the case of a Bad Leaver, 50% of the Leaver's Shares and, in the case of a Resigning Leaver, 25% of the Leaver's Shares.

14.2 Price of Leaver's Shares

The price for the Relevant Fraction of the Leaver's Shares shall be:

- (a) in the case of a Bad Leaver, the aggregate nominal value of such Leaver's Shares, or
- (b) in the case of a Resigning Leaver, the price agreed by the Leaver and the Board (excluding the Leaver if he or she remains a director) save that if agreement is not reached within 7 days of the Resolution Date, the Leaver or the Board may refer determination of the price to the Valuer under Article 16 and the price payable for the Relevant Fraction of the Leaver's Shares shall be the Market Price of such Leaver's Shares at the Cessation Date.

14.3 Mandatory Transfer by a Growth Share Bad Leaver

If at any time a holder of Growth Share becomes a Growth Share Leaver and is:

- (a) a Growth Share Good Leaver then he shall be entitled to continue to hold:
 - (i) any Vested Growth Shares; and
 - (ii) a Transfer Notice shall be deemed to be given in respect of the Unvested Growth Shares held by the holder of Growth Shares (and his Permitted Transferees) at the Cessation Date and such Growth Shares shall be offered in the following order of priority;

- (A) to the Company (subject always to the provisions of the CA2006); and then
- (B) to the holders of Equity Shares (as if the Equity Shares constituted one and the same class) (in accordance with the procedure set out in Article 15);

for the lower of nominal value and Issue Price.

- (b) a Growth Share Bad Leaver, a Transfer Notice shall be deemed to be given in respect of all the Growth Shares held by the holder of Growth Shares (and his Permitted Transferees) at the Cessation Date and such Growth Shares shall be offered in the order of priority set out in Article 14.3(a)(ii).

15. Pre-emption procedure

- 15.1 Except as permitted in these Articles, any member who desires to transfer (or enter into an agreement to transfer) or is required to transfer any interest in his shares must first offer them to the Company and the other members (whether or not of the same class) in accordance with this Article 15. Except as otherwise required by these Articles, the offer may be in respect of all or part only of the shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (a "**Transfer Notice**").
- 15.2 The Transfer Notice shall specify the number and class of shares offered (the "**Offered Shares**") and the name and address of the proposed transferee(s) (if any) Save where it is required or deemed to be given under Articles 13 or 14, the Transfer Notice may contain a provision that, unless all the Offered Shares are sold under this Article, none shall be sold ("**Total Transfer Condition**"). The Transfer Notice shall constitute the directors as the agent of the proposing transferor for the sale of the Offered Shares at the Sale Price. Save for as set out in Article 16.4, a Transfer Notice may not be varied or revoked other than with the consent of the Board.
- 15.3 The Sale Price means:
 - (a) in the case of a deemed Transfer Notice in respect of Leaver's Shares given in accordance with Article 14.1, the price determined in accordance with Article 14.2,
 - (b) in the case of a deemed Transfer Notice (other than in respect of Leaver's Shares), the Market Price as at the date of the deemed Transfer Notice as agreed between the transferor and the Board save that if agreement is not reached within 10 working days of the day on which the Transfer Notice is deemed to be given, either the transferor or the Board may refer determination of the Market Price to a Valuer, and
 - (c) in all other cases, the price specified in the Transfer Notice by the proposing transferor or, if none is specified, the Market Price as at the date of the Transfer Notice as agreed between the transferor and the Board save that if agreement is not reached within 10 working days of the day on which the Transfer Notice is given, either the transferor or the Board may refer determination of the Market Price to a Valuer.
- 15.4 As soon as practicable after determination of the Sale Price, any Offered Shares to the extent they are Leaver's Shares will be offered to the Company, which may:

- (a) direct that all or some of such shares be transferred to one or more Board invitees, and/or
- (b) accept the offer in respect of some or all of the shares itself provided the purchase is permitted by the Companies Acts.

Any Offered Shares declined by the Company or not accepted by a Board invitee within 20 working days of the offer to it being made will immediately be offered to the members as set out below.

- 15.5 As soon as practicable after the determination of the Sale Price (and provided the Transfer Notice has not been withdrawn in accordance with Article 16.4)), or if Article 15.4 applies, as soon as practicable after the shares are available to be offered to the members, the directors shall give notice to all the members (other than the proposing transferor) of the number and description of the Offered Shares, the Sale Price and whether or not the Offered Shares are subject to a Total Transfer Condition. The notice shall invite each of the members to state in writing to the Company within 14 days of such notice being given whether he is willing to purchase any of the Offered Shares, and if so the maximum number. The directors shall at the same time give a copy of the notice to the proposing transferor.
- 15.6 On the expiration of the 14 day period the directors shall allocate the Offered Shares to or amongst the members who have accepted the invitation ("**Pre-emption Purchasers**") and such allocation shall be made so far as practicable as follows:
 - (a) to the holders of the Equity Shares (excluding Restricted Shares) on a pari passu basis (as if they were one class of shares) pro rata to their existing holdings but so that the number allocated shall not exceed the maximum which such holders have expressed a willingness to purchase, and
 - (b) if the Transfer Notice contains a valid Total Transfer Condition, no allocation will be made unless all the Offered Shares are allocated.
- 15.7 On the allocation being made, the directors shall give details of the allocation in writing to the proposing transferor and each Pre-emption Purchaser and, on the 5th working day after such details are given, the Pre-emption Purchasers to whom the allocation has been made shall be bound to pay the Sale Price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the Sale Price, to transfer the Offered Shares to the respective Pre-emption Purchasers to whom the allocation has been made.
- 15.8 If the proposing transferor after becoming bound to transfer any or all of the Offered Shares fails to do so, the Company may receive the Sale Price and the directors may appoint a person (acting as agent for the transferor(s)) to execute instruments of transfer of the Offered Shares in favour of the Pre-emption Purchasers to whom the allocation has been made and shall (subject only to stamping of the transfers, if required) cause the names of those Pre-emption Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares and shall hold the Sale Price on trust for the proposing transferor. The receipt of the Company shall be a good discharge to those Pre-emption Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person.

- 15.9 If, following the expiry of the 14 day period referred to in Article 15.4, any of the Offered Shares have not been allocated under that Article, the proposing transferor may at any time within a period of 3 months after the expiry of the 14 day period transfer the Offered Shares not allocated to any person and at any price (being not less than the Sale Price) provided that:
- (a) the transferee is a person (or nominee for a person) determined by the Board (with Investor Director Consent) in its absolute discretion not to be a competitor with, or associated with a competitor with, the business of any Group Company,
 - (b) if the Transfer Notice contained a Total Transfer Condition, he shall not be entitled to transfer any of the Offered Shares unless in aggregate all the Offered Shares are so transferred,
 - (c) the directors 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 proposed purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to approve or register any transfer of shares in the circumstances described in Article 19), and
 - (d) the transferor has not failed or refused to provide promptly information available to him and reasonably requested by the directors for the purpose of enabling them to form the opinions mentioned above.
- 15.10 The Company is authorised to purchase its own shares pursuant to Section 692(1)(b), Companies Act 2006.

16. Valuation

- 16.1 Any Valuer is deemed to be appointed jointly by the Company and the relevant transferor but the Board has sole discretion to agree the terms of the Valuer's engagement and such terms as the Board agrees shall be binding on the Company and the relevant transferor provided they are not contradictory or irrational. Any director authorised by the Board shall be entitled to sign such terms on behalf of the Company and the relevant transferor. If the Valuer is the auditor of the Company, its appointment is effective upon it agreeing to act for this purpose. In any other case, the Valuer's appointment is effective upon its terms of engagement being agreed by the Valuer and the Board.
- 16.2 Any Valuer appointed under these Articles shall be considered to be acting as an expert and not as an arbitrator and its decision shall be final and binding on the parties (in the absence of fraud or manifest error).
- 16.3 The Board will give the Valuer access to all accounting records or other relevant documents of the Company subject to it agreeing such confidentiality provisions as the Board may reasonably impose
- 16.4 The Valuer shall be requested to reach its determination within 20 working days of its appointment and to notify the Board of its determination. The Board shall deliver a copy of the determination to the relevant transferor(s) (or their agent) as soon as reasonably practicable after receipt. Save where the valuation relates to a Transfer Notice which is required or deemed to be given under Articles 13 or 14, the transferor may revoke the Transfer Notice by written notice to the Company within 7 days of the service on him (or his agent) of the Valuer's determination.

- 16.5 The fees, expenses and any other charges of the Valuer in respect of a valuation shall be borne:
- (a) by the relevant transferor if the last price proposed by him before the matter was referred to the Valuer exceeds the price certified by the Valuer by 10% or more of such certified price,
 - (b) by the Company if the last price proposed by the Board before the matter was referred to the Valuer is lower than the price certified by the Valuer by 10% or more of such certified price, and
 - (c) otherwise, as to 50% by the relevant transferor(s) and 50% by the Company.

17. Tag along

- 17.1 Except as permitted by Article 12 or required by Article 13, no sale or transfer of any interest in any Equity Shares may be made or validly registered if, as a result of such sale or transfer and registration, a Controlling Interest in the Company would be obtained by a person or persons Acting in Concert unless such persons are bona fide arms' length purchasers and have made an Approved Offer.
- 17.2 Any transfer of shares pursuant to an Approved Offer shall not be subject to the restrictions on transfer contained in these Articles.

18. Drag along

- 18.1 If the holders of more than 75% of the Equity Shares in issue for the time being (which shall include the Investors) (together, the "**Majority Sellers**") wish to transfer all their interest in Equity Shares (the "**Majority Sellers' Shares**") to a bona fide purchaser or purchasers Acting in Concert (the "**Third Party Purchaser**") who has made an Approved Offer, the Majority Sellers shall have the option (the "**Exit Option**") to require all the other members (together the "**Called Shareholders**") to sell and transfer all their shares (the "**Called Shares**") to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of Articles 18.2 to 18.8 below.
- 18.2 The Majority Sellers may exercise the Exit Option by giving a written notice to that effect (an "**Exit Notice**") at any time before the transfer of the Majority Sellers' Shares to the Third Party Purchaser. An Exit Notice shall specify that the Called Shareholders are required to transfer all their 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 this Article) and the proposed date of transfer which shall be at least 5 working days after the date on which the Exit Notice is serve.
- 18.3 Exit Notices shall be irrevocable but shall lapse if for any reason there is not a sale of the Majority Sellers' Shares by the Majority Setters to the Third Party Purchaser within 30 working days after the date of service of the Exit Notice The Majority Sellers shall be entitled to serve further Exit Notices following the lapse of any particular Exit Notice.
- 18.4 The Called Shares shall be acquired on the same terms and conditions (including time of payment and form of consideration) for which the Majority Sellers shall have agreed to sell save that none of the Called Shareholders will be required to provide the Third Party Purchaser with any representations, warranties or indemnities (save as to title in such Called Shareholder's shares and capacity to transfer such shares, to be given on a several basis) or give any restrictive covenants or undertakings.

- 18.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Majority Sellers' Shares unless all of the Called Shareholders and the Majority Sellers agree otherwise.
- 18.6 The restrictions in Articles 9 and 15 shall not arise on any transfer of shares to a Third Party Purchaser (or as they may direct) pursuant to a sale in respect of which an Exit Notice has been duly served in accordance with Article 18.2.
- 18.7 If any Called Shareholder fails to complete the sale of his Called Shares in accordance with this Article 18, he shall be deemed to have irrevocably appointed any person nominated for the purpose by the Majority Sellers to be his agent or attorney (as the Majority Sellers may determine) to execute all necessary transfer(s), power(s) of attorney relating to the rights attached to his Called Shares and indemnities for missing share certificate(s) on his behalf and, against receipt by the Company of the purchase monies or any other consideration payable for the Called Shares (held on trust for the relevant Called Shareholder), to deliver such transfer(s), power(s) and indemnities to the Third Party Purchaser (or as he may direct) the directors shall (subject only to stamping of the transfers, if required) immediately register the Third Party Purchaser (or as he may direct) as the holder of the relevant Called Shares. After the Third Party Purchaser (or his nominee) has been registered as the holder of the relevant Called Shares, the validity of such proceedings shall not be questioned by any person. It shall be no impediment to registration of shares under this Article 18.7 that no share certificate has been produced.
- 18.8 Upon any person, following the issue of an Exit Notice which has not lapsed, exercising a pre-existing option to acquire shares, whether or not such person is registered as a member of the Company, an Exit Notice shall be deemed to have been served upon such person on the same terms as the previous Exit Notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article 18 shall apply mutatis mutandis to such person save that completion of the sale of such shares shall take place immediately upon the Exit Notice being deemed served on such person where completion of the transfer of the Called Shares has already taken place.

19. Registration

- 19.1 The directors shall refuse to register:
- (a) a purported transfer of any share not made under or permitted by Articles 12 to 18, or
 - (b) a transfer to an Employee Shareholder or Growth Share Holder or prospective Employee Shareholder or Growth Share Holder until such Employee Shareholder or Growth Share Holder has made an election pursuant to Section 431(1), Income Tax (Earnings and Pensions) Act 2003, in the form prescribed by HMRC, to elect that the market value of the shares or Securities covered by the election is to be calculated as if the shares or Securities were not restricted and that Sections 425 to 430, Income Tax (Earnings and Pensions) Act 2003 do not apply to such shares or securities.
- 19.2 The directors may in their absolute discretion refuse to register a transfer of any share, whether or not it is a fully paid share and whether or not the Company has a lien on such share (save that (in the absence of fraud) the directors shall have no such discretion in respect of and shall register a transfer of shares made under or permitted by Articles 12 to 18).

- 19.3 For the purposes of ensuring that a transfer of shares is duly authorised or that no circumstances have arisen whereby a Transfer Notice is required to be given the directors request any member or past member or the personal representative or trustee in bankruptcy, administrative receiver or liquidator or administrator of any member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant to such purpose.
- 19.4 Failing such information or evidence being furnished to the reasonable satisfaction of the directors within 10 working days after such request or if such information or evidence discloses that the transfer was made in breach of these Articles (including that a Transfer Notice ought to have been given in respect of any shares):
- (a) the directors shall be entitled to refuse to register the transfer in question,
 - (b) the relevant shares shall cease to confer upon the holder of them (or any proxy) any rights:
 - (i) to vote on a show of hands or poll at a general meeting of the Company or at any meeting of the class of shares in question or on any written resolution of the Company or the class of shares in question, or
 - (ii) to receive dividends or other distributions otherwise attaching to the shares or to receive any further shares issued in respect of those shares, and
 - (c) the directors may by notice in writing require that a Transfer Notice be given forthwith in respect of all the shares concerned.
- 19.5 Any transfer of a share by way of sale which is required to be made under these Articles will be deemed to include a warranty that the transferor sells with full title guarantee.
- 19.6 No share shall be issued or transferred to any undischarged bankrupt or a person who lacks mental capacity.

PART B

Directors and Secretary

Number and appointment of directors

20. Investor Director

- 20.1 For so long as the Investors together hold 10% or more of the issued Shares, they will have the right to appoint one person as a non-executive director of the Company (the "**Investor Director**") and:
- 20.1.1 any such appointment must be effected by notice in writing to the Company by the Investors, who may in a similar manner remove from office the Investor Director appointed under this Article, and appoint any person in place of the Investor Director so removed or who had died or otherwise vacated office as such, and
 - 20.1.2 subject to section 168 CA 2006, on any resolution to remove the Investor Director, the A Ordinary Shares held by the Investors will (if they would otherwise carry fewer

votes) together carry one vote in excess of 50% of all the other votes exercisable at the general meeting at which such resolution is to be proposed, and if the Investor Director is removed under section 168 CA 2006 or otherwise, the Investors may reappoint him or any other person as the Investor Director.

- 20.2 The Investor Director will be entitled to be appointed to the board of directors of any member of the Group and to any committee of the board of any member of the Group.

21. Investor Observer

- 21.1 For so long as the Investors together hold 7.5% or more of the issued Shares, and no Investor Director is appointed, they will have the right to nominate any one person to attend observe and speak, but not the right to vote, at meetings of the Board, meetings of the board of any member of the Group and any committee of the Board or the board of any member of the Group ("**Investor Observer**"). Any Investor Observer so nominated will not be a director.
- 21.2 Any such nomination must be effected by notice in writing to the Company by the Investors, who may in a similar manner nominate any person in place of any Investor Observer.

22. Founder Director

- 22.1 The Founder shall have the right, for so long as she is not a Leaver, to be appointed as a director of the Company or to nominate one person to be a director of the Company and may similarly require the removal from office of any such person and nominate another person in their place. So long as the Founder holds 10% or more of the issued Shares, she will have the right to appoint one person as a non-executive director of the Company. A director appointed pursuant to this Article 22.1 shall be a "**Founder Director**".
- 22.2 Any appointment or removal of a Founder Director pursuant to Article 22.1 shall be by signed notice in writing served on the Company by or on behalf of the person entitled to appoint such director. Immediately upon service of any such notice, the Board shall procure the appointment or removal (as the case may be) of the nominated director who is the subject of such notice with effect from the date of receipt by the Company of the notice.
- 22.3 Subject to Section 168, CA2006, on any resolution to remove a Founder Director, upon election in writing to the Company by the Founder who appointed such Founder Director, the shares held by such Founder shall (if they would otherwise carry fewer votes) together carry one vote in excess of 50% of all the other votes exercisable at the general meeting at which such resolution is to be proposed.

23. Number of directors

The number of directors (other than alternate directors) shall not be less than 1 and not more than 7.

24. Methods of appointing directors

- 24.1 Subject to these Articles and the unanimous approval of the Investor Director and the Founder Director, and provided that the appointment does not cause the number of directors to exceed the maximum number set out in Article 23, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

(a) by ordinary resolution, or

(b) by a decision of the directors.

24.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him, as the case may be, shall have the right, by notice in writing to the Company, to appoint any one person to be a director, provided such person is a natural person in accordance with Section 155, CA2006 and provided such person is willing to be so appointed and is otherwise permitted by law to be a director of the Company.

24.3 For the purposes of Article 24.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

25. Termination of director's appointment

A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the CA2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, a court having jurisdiction (whether in the United Kingdom or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms, or
- (g) that person has, for more than six consecutive months, been absent without permission of the directors from meetings of directors held during that period and the directors make a decision that that person's office be vacated.

Directors' powers and responsibilities

26. Directors' general authority

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

27. Shareholders' reserve power

27.1 The shareholders may, by ordinary resolution, direct the directors to take, or refrain from taking, specified action.

- 27.2 No such ordinary resolution invalidates anything which the directors have done before the passing of the resolution.

28. Directors may delegate

- 28.1 Subject to these Articles, the directors may delegate any of the powers which are conferred on them under these Articles:

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or conditions, and
- (e) on such terms and conditions,

as they think fit (including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under these Articles).

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

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

29. Committees

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

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

- 29.3 Committees to whom the directors delegate any of their powers may consist of one or more co-opted persons other than directors on whom voting rights may be conferred as members of the committee but so that:

- (a) the number of co-opted members of the committee shall be less than one-half of the total number of members of the committee,
- (b) no resolution of the committee shall be effective unless a majority of the members of the committee voting on the resolution are directors.

Decision-making by directors

30. Directors to take decisions collectively

- 30.1 The general rule about decision-making by directors is that, save as otherwise provided for in these Articles, any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 31 (*Unanimous decisions*).

- 30.2 At any meeting of the directors each director (or his alternate director) present at the meeting shall be entitled to one vote.

31. Unanimous decisions

- 31.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means, excluding the means of text messaging, that they share a common view on a matter.
- 31.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.
- 31.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at a directors' meeting held to discuss the matter in question.

32. Calling a directors' meeting

- 32.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.
- 32.2 Notice of any directors' meeting must indicate:
- (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 32.3 Save as otherwise provided in these Articles, notice of a directors' meeting must be given to each director, but need not be in writing.
- 32.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

33. Participation in directors' meetings

- 33.1 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with these Articles, and
 - (b) they can each communicate orally including by means of telephone, video conference or other audio or audio-visual link or any other form of telecommunication to the others any information or opinions they have on any particular item of the business of the meeting.

33.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.

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

34. Quorum for directors' meetings

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

34.2 The quorum necessary for the transaction of business of the directors is 2 eligible directors including an Investor Director and a Founder Director, provided that:

- (a) if the Investor Director is not present (or otherwise participating in accordance with the Articles) at two consecutive duly convened meetings of the Board, the second such meeting shall nevertheless be deemed to be quorate if there are two or more Directors present,
- (b) if the Founder Director is not present (or otherwise participating in accordance with the Articles) at two consecutive duly convened meetings of the Board, the second such meeting shall nevertheless be deemed to be quorate if there are two or more Directors present,
- (c) where there is no Founder Director in office, the quorum is two Directors which must include an Investor Director provided that if the Investor Director is not present (or otherwise participating in accordance with the Articles) at two consecutive duly convened meetings of the Board, the second such meeting shall nevertheless be deemed to be quorate if there is one or more Directors present, and
- (d) where there is a sole director, the quorum is one, and
- (e) where the business to be transacted at the meeting is authorisation of a Conflict Situation pursuant to Section 175(4), CA 2006 and Article 37 (*Authorisation of conflicts of interest*), the quorum is one eligible director

34.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

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

35. Chairman

The Investors and the Founder shall appoint and maintain in office a non-executive Chairman of the Board.

36. Votes

36.1 At any meeting of the directors or a committee of the directors, each director shall have one vote.

36.2 Questions arising at any meeting of the directors shall be decided by a majority of votes. In the case of any equality of votes, the Chairman shall not have a second or casting vote.

37. Authorisation of conflicts of interest

37.1 Subject to and in accordance with the CA2006:

- (a) the directors may authorise any matter or situation arising on or after 1 October 2008 in which a director (the "**Conflicted Director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**Conflict Situation**"),
- (b) any authorisation given in accordance with this Article 37 may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the Conflicted Director and any other interested director from certain directors' meetings, withholding from him or them certain Board or other papers and/or denying him or them access to certain confidential Company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated, and
- (c) in considering any request for authorisation in respect of a Conflict Situation, the directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Conflict Situation and they shall also be entitled to withhold from such Conflicted Director any Board or other papers concerning the authorisation of such Conflict Situation.

37.2 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for as long as he reasonably believes such Conflict Situation subsists):

- (a) shall not be required to disclose to the Company (including the directors or any committee) any confidential information relating to such Conflict Situation which he obtains or has obtained otherwise than in his capacity as a director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person,
- (b) shall be entitled to attend or absent himself from all or any meetings of the directors (or any committee) at which anything relating to such Conflict Situation will or may be discussed, and
- (c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, directors' papers (or those of any committee of the directors)) relating to any such Conflict Situation and/or for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive), CA2006 and the provisions of this Article 37 shall be without prejudice to any equitable principle or rule of law which may excuse

the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.

37.3 Provided permitted by the Acts, and provided he has disclosed to the other directors the nature and extent of his interest pursuant to Section 177 or Section 182, CA2006 or otherwise in accordance with these Articles (as the case may be), a director, notwithstanding his office:

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and may hold any other office or place of profit under the Company (except that of auditor or of auditor of a Subsidiary) in addition to the office of director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the directors may arrange either in addition to or in lieu of any remuneration provided for by any other Article,
- (b) may be a member, director or other officer of, or employed by or hold any other office or position with, or be directly or indirectly interested in, any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any Group Company,
- (c) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from:
 - (i) any matter, office, employment or position which relates to a Conflict Situation authorised in accordance with Article 37.1, or
 - (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this Article 37.3,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with Article 37.1 or permitted pursuant to paragraphs (a) or (b) of this Article 37.3 and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176, CA2006.

37.4 For the avoidance of doubt, a director may be or become subject to one or more Conflict Situations as a result of any matter referred to in paragraph (b) of Article 37.3 without requiring authorisation under the provisions of Article 37.1 provided he has declared, as soon as reasonably practicable, the nature and extent of his interest in the Conflict Situation. The provisions of Section 177(2), Section 177(3), Section 177(5), Section 177(6), Section 184 and Section 185, CA2006 shall be applied (with any necessary modifications) in respect of any declaration required pursuant to this Article.

38. Directors may have interests and vote and count for quorum

38.1 Subject to Section 175(6), CA2006 and save as otherwise provided in these Articles, a director may vote at any meeting of the directors or any meeting of any committee of which he is a member on any resolution and a director may participate in the transaction of the business of

the directors and count in the quorum at any such meeting of the directors or meeting of any committee of which he is a member notwithstanding that it concerns or relates in any way to a matter in which has directly or indirectly any kind of interest or duty This Article does not affect any obligation of a director to disclose any such interest, whether pursuant to Section 177, CA2006, Section 182, CA2006 or otherwise.

38.2 Subject to Article 38.3, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive (except in a case where the nature or extent of any interest of the director has not been fairly disclosed).

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

39. Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors Notwithstanding the provisions of Article 30, where the Company only has one director, the provisions of this Article 39 shall apply to any decision taken by such director, howsoever taken by him.

40. Directors' discretion to make further rules

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

Remuneration of Directors

41. Directors' remuneration

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

41.2 Directors are entitled to such remuneration as the directors determine (with Investor Consent):

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

41.3 Subject to these Articles and Investor Consent, a director's remuneration may:

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

42. Directors' expenses

The Company may pay any reasonable expenses which the directors and the Company secretary (if any) properly incur in connection with their attendance at (or returning from):

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company.

Alternate directors and Secretary

43. Appointment and removal of alternates

43.1 Any director (other than an alternate director) (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, who is willing to act to:

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

in relation to the taking of decisions by the directors in the absence of the alternate's appointor. A person (whether or not otherwise a director) may be appointed as an alternate by more than one appointor.

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

43.3 The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

43.4 The appointment of an alternate director who is not otherwise a director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director. Where an alternate director who is not otherwise a director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors.

44. Rights and responsibilities of alternate directors

44.1 Except as these Articles specify otherwise, an alternate director has the same rights in relation to any directors' meeting, directors' written resolution or any other directors' decision-making as the alternate's appointor, including, but not limited to, the right to receive notice of all meetings of directors and all meetings of committees of directors of which his appointor is a member.

44.2 Except as these Articles specify otherwise, alternate directors:

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

44.3 A person who is an alternate director but not otherwise a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
- (b) may participate in a unanimous decision of the directors (but only if that person's appointor is an eligible director in respect of such decisions and only that person's appointor does not participate),

provided that (notwithstanding any other provision of these Articles) such person shall not be counted as more than one director for the purposes of paragraphs (a) and (b) above.

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

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

45. Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

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

46. Secretary

The directors may appoint any person who is willing to act as the secretary of the Company on such terms (including but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the Company, in each case by a decision of the directors.

Liens, share certificates and distributions

Liens, calls and forfeiture

47. Company's lien

47.1 The Company has a lien (the "**Company's lien**") over every share (whether fully paid or not) registered in the name of any person (whether he is the sole registered holder or one of two or more joint holders) for all moneys payable by him or his estate (and whether payable by him alone or jointly with any other person) to the Company (whether presently payable or not).

47.2 The Company's lien over a share:

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend (or other assets attributable to it) or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

47.3 The directors may, at any time, decide that a share which is or would otherwise be subject to a lien pursuant to these Articles shall not be subject to it, either wholly or in part.

48. Enforcement of the Company's lien

48.1 Subject to the provisions of this Article 48, if a lien enforcement notice has been given in respect of a share and the person to whom the notice was given has failed to comply with it, the Company may sell that share in such manner as the directors decide.

48.2 A lien enforcement notice:

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

48.3 Where any share is sold pursuant to this Article:

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee of the share(s) shall be registered as the holder of the share(s) to which the transfer relates notwithstanding that he may not be able to produce the share

certificates) and such transferee is not bound to see to the application of the consideration and the transferee's title to the share is not affected by any irregularity in or invalidity of the process leading or relating to the sale.

48.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
- (b) second, to the person entitled to the share(s) immediately before the sale took place, but only after the certificate for the share(s) sold has been surrendered to the Company for cancellation or an indemnity in a form acceptable to the directors has been given to the Company for any lost certificate(s) and subject to a lien (equivalent to the Company's lien over the share(s) immediately before the sale took place) for all moneys payable by such person or his estate (whether immediately payable or not) in respect of all share(s) registered in the name of such person (whether he is the sole registered holder or one of two or more joint holders) and in respect of any other moneys payable (whether immediately payable or not) by him or his estate to the Company, after the date of the lien enforcement notice.

48.5 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary and that a share has been sold to satisfy the Company's lien on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share(s), and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share(s).

49. Call notices

49.1 Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "**call notice**") to a shareholder (or his estate) requiring such shareholder (or his estate) to pay the Company a specified sum of money (a "**call**") which is payable to the Company in respect of shares which that shareholder (or his estate) holds at the date when the directors decide to send the call notice.

49.2 A call notice:

- (a) may not require a shareholder (or his estate) to pay a call which exceeds the total sum unpaid on the shares in question (whether as to nominal value or any amount payable to the Company by way of premium),
- (b) must state when and how any call to which it relates is to be paid, and
- (c) may permit or require the call to be paid by instalments.

49.3 A shareholder (or his estate) must comply with the requirements of a call notice but shall not be 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.

- 49.4 Before the Company has received any call due under a call notice, the directors may revoke it wholly or in part or specify a later date and/or time for payment than is specified in the notice, by a further notice in writing to the shareholder (or his estate) in respect of whose shares the call is made.

50. Liability to pay calls

- 50.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 50.2 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them to pay calls which are not the same or to pay calls at different times.

51. Payment in advance of calls

- 51.1 The directors may, if they think fit, receive from any shareholder willing to advance it all or any part of the moneys uncalled and unpaid on the shares held by him Such payment in advance of calls shall extinguish only to that extent the liability on the shares on which it is made.
- 51.2 The Company may pay interest on the money paid in advance or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made at such rate not exceeding 15% per annum as the directors may decide until and to the extent that it would, but for the advance, become payable.
- 51.3 The directors may at any time repay the amount so advanced on giving to such shareholder not less than 14 days' notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.
- 51.4 No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become payable.

52. When call notice need not be issued

- 52.1 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 (whether in respect of nominal value or premium):
- (a) on allotment,
 - (b) on the occurrence of a particular event, or
 - (c) on a date fixed by or in accordance with the terms of issue.
- 52.2 If, however, the due date for payment of such a sum has passed and it has not been paid, the holder of the share(s) concerned (or his estate) is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

53. Failure to comply with call notice: automatic consequences

53.1 If a person is liable to pay a call and fails to do so by the call payment date (as such is defined below) the directors may issue a notice of intended forfeiture to that person and unless and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate (as such is defined below).

53.2 Subject to 53.3, for the purposes of this Article:

(a) the "**call payment date**" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date,

(b) the "**relevant rate**" is

(i) the rate fixed by the terms on which the share in respect of which the call is due was allotted, or, if none,

(ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors,

provided that if no rate is fixed in either of the manners specified in paragraph (a)(i) or (b) (ii) above it shall be, 5 per cent per annum.

53.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

53.4 The directors may waive any obligation to pay interest on a call wholly or in part.

54. Notice of intended forfeiture

54.1 A notice of intended forfeiture:

(a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,

(b) must be sent to the holder of that share (or to all the joint holders of that share) or to a transmittee of that holder,

(c) must require payment of the call and any accrued interest together with all costs and 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),

(d) must state how the payment is to be made, and

(e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

55. Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

56. Effect of forfeiture

56.1 Subject to these Articles, the forfeiture of a share extinguishes all interests in that share, and all claims and demands against the Company in respect of it and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

56.2 Any share which is forfeited in accordance with these Articles:

- (a) is deemed to have been forfeited when the directors decide that it is forfeited,
- (b) is deemed to be the property of the Company, and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

56.3 If a person's shares have been forfeited:

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
- (b) that person ceases to be a shareholder in respect of those shares,
- (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation,
- (d) that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those shares, including any interest, costs and expenses (whether accrued before or after the date of forfeiture), and
- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

56.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest, costs and expenses due in respect of it and on such other terms as they think fit.

57. Procedure following forfeiture

57.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

57.2 A statutory declaration by a director or the Company secretary that the declarant is a director or the Company secretary and that a share has been forfeited on a specified date is conclusive

evidence of the facts stated in it as against all persons claiming to be entitled to the share and subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.

57.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.

57.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

- (a) was, or would have become, payable, and
- (b) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

58. Surrender of shares

58.1 A shareholder may surrender any share:

- (a) in respect of which the directors may issue a notice of intended forfeiture,
- (b) which the directors may forfeit, or
- (c) which has been forfeited.

58.2 The directors may accept the surrender of any such share. The effect of surrender on a share is the same as the effect of forfeiture on that share. A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

59. Company not bound by less than absolute interests

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

60. Share certificates

60.1 The Company must issue each shareholder with one or more certificates in respect of the shares which that shareholder holds and, save as provided otherwise in these Articles, such certificates must be issued free of charge.

60.2 Every certificate must specify in respect of how many shares, of what class, it is issued, the nominal value of those shares, the amount paid up on the shares, and any distinguishing numbers assigned to them.

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

- 60.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 60.5 Certificates must have affixed to them the Company's common seal or be otherwise executed in accordance with the Companies Acts.

61. Replacement share certificates

- 61.1 If a certificate issued in respect of a shareholder's shares is damaged or defaced or said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 61.2 A shareholder exercising the right to be issued with such a replacement certificate:
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

62. Instruments of transfer

- 62.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and unless the share is fully paid, by and on behalf of the transferee.
- 62.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 62.3 The Company may retain any instrument of transfer which is registered.
- 62.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 62.5 Any instrument of transfer which the directors refuse to register must (unless they suspect that the proposed transfer may be fraudulent) be returned to the transferee.

63. Fractional entitlements

- 63.1 Whenever, as a result of a consolidation or division of shares, any shareholders are entitled to fractions of shares, the directors may:
- (a) sell the shares representing the fractions to any person (including (provided permitted by law) the Company) for the best price reasonably obtainable,
 - (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - (c) distribute the net proceeds of sale in due proportion among those shareholders.

- 63.2 Whenever any shareholder's entitlement to a portion of sale amounts to less than a minimum figure determined by the directors, that shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- 63.3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions and nor shall such transferee's title to the shares be affected by any irregularity in or invalidity of the process leading to their sale.

Dividends and Other Distributions

64. Procedure for declaring dividends

- 64.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends (provided in each case, with Investor Consent).
- 64.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 64.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 64.4 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 64.5 With Investor Consent, the directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 64.6 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.
- 64.7 This Article 64 is subject to the provisions of Article 8.

65. Calculation of dividends

- 65.1 Except as otherwise provided by these Articles and by the rights attached to shares, all dividends must be:
- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - (b) apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 65.2 If any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it shall rank for or be entitled to dividends accordingly.

65.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of a call or otherwise paid up in advance of its due payment date.

66. Payment of dividends and other distributions

66.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

66.2 If:

- (a) a share is subject to the Company's lien, and

- (b) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to requirement payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable in respect of that share.

66.3 The Company must notify the distribution recipient in writing of

- (a) the fact and amount of any such deduction,
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
- (c) how the money deducted has been applied.

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

- (a) the holder of the share, or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or

- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

67. No interest on distributions

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

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

68. Unclaimed distributions

68.1 All dividends or other sums which are:

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

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

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

68.3 If:

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

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

69. Non-cash distributions

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

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

70. Waiver of distributions

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

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

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

Capitalisation of Profits

71. Authority to capitalise and appropriation of capitalised sums

71.1 Subject to these Articles, the directors may, if they are so authorised by an ordinary resolution (with Investor Consent):

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

71.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them.

71.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct. A capitalised sum which was appropriated from profits available for distribution may be applied:

- (a) in or towards paying up any amounts unpaid on existing shares held by the person(s) entitled, or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

71.4 Subject to these Articles, the directors may (with Investor Consent):

- (a) apply capitalised sums in accordance with Article 71.3 and Article 71.3 partly in one way and partly in another,

- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

Decision-making by Shareholders

72. Notice of general meetings

- 72.1 A general meeting of the Company (other than an adjourned meeting) shall be called by notice of at least 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote being a majority together holding not less than ninety per cent in nominal value of the shares giving that right.
- 72.2 Every notice convening a general meeting shall specify:
- (a) the place, the date and the time of the meeting,
 - (b) the general nature of the business to be dealt with at the meeting,
 - (c) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution, and
 - (d) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a member may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him) and shall also specify any more extensive rights (if any) conferred by these Articles to appoint more than one proxy.
- 72.3 The notice shall be given to the members (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the directors and to the auditors and if more than one for the time being, to each of them.
- 72.4 Subject to the provisions of these Articles, notice of a general meeting of the Company may be given:
- (a) in hard copy form,
 - (b) in electronic form, or
 - (c) by means of a website,
- or partly by one such means and partly by another and the provisions of Article 86 (Company Communications) shall apply accordingly.

- 72.5 The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.

73. Attendance and speaking at general meetings

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

74. Quorum for general meetings

- 74.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless the persons attending it constitute a quorum when the meeting proceeds to business (and nothing in these Articles shall prevent any other business being transacted at such general meeting if the persons attending it do not constitute a quorum from time to time thereafter throughout the meeting).
- 74.2 Whenever the Company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy, shall be a quorum. Subject to the provisions of Section 318(2), CA2006, whenever the Company has two or more members, two persons entitled to vote upon the business to be transacted each being a member (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy (at least one of whom must be an Investor or a proxy or a duly authorised representative of such a holder), shall be a quorum.

75. Chairing general meetings

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

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

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

must appoint a director or shareholder (which may include any proxy appointed by a shareholder) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

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

76. Attendance and speaking by directors and non-shareholders

76.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

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

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

to attend and speak at a general meeting.

77. Adjournment

77.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, the chairman of the meeting must adjourn it.

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

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

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

77.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

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

(a) to the same persons to whom notice of the Company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

77.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved.

78. Voting general

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

78.2 No shareholder shall, unless the directors otherwise decide, be entitled to vote (either in person or by proxy) at a general meeting, at any adjournment of it or on any poll called at or in relation to it in respect of any share held by him or to exercise any right as a shareholder unless all calls or other sums presently payable by him in respect of that share in the Company have been paid to the Company.

79. Errors and disputes

79.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

79.2 Any such objection must be referred to the chairman of the meeting, whose decision is final and conclusive.

80. Demanding a poll and procedure on a poll

80.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote, or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

80.2 A poll may be demanded by:

(a) the chairman of the meeting,

(b) the directors,

(c) two or more persons having the right to vote on the resolution,

- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution, or
- (e) by a person or persons holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up to not less than one tenth of the total sum paid up on all the shares conferring that right.

80.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal,

and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

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

81. Content of proxy notices

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

- (a) states the name and address of the shareholder appointing the proxy,
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

81.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

81.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

81.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

82. Delivery of proxy notices

82.1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the directors) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the directors may specify) in electronic form:

- (a) to the registered office of the Company, or
- (b) to such other address (including electronic address) as is specified 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, or
- (c) as the directors shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

82.2 Any instrument of proxy not so sent or supplied or received shall be invalid unless the directors at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this Article and such proxy shall thereupon be valid notwithstanding such default.

82.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

82.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

83. Revocation of proxy notices

83.1 The validity of:

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy, or
- (b) anything done by a proxy acting as duly appointed chairman of a meeting, or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been,

- (d) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles, and
- (e) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned

meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

84. Votes of proxies

- 84.1 The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed in the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid.
- 84.2 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed.

85. Amendments to resolutions

- 85.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 85.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 85.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman of the meeting's error does not invalidate the vote on that resolution.

Administrative Arrangements

86. Company communications

- 86.1 Subject to the provisions of the Acts (and save as otherwise provided in these Articles), any document or information required or authorised to be sent or supplied by the Company to any member or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any

other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts.

- 86.2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 86.3 The provisions of the CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.
- 86.4 The Company may send or supply any document or information to a member or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the member (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the member (or such other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned.
- 86.5 A shareholder whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such shareholder shall be entitled to receive any document or information from the Company.
- 86.6 In the case of joint holders of a share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have properly sent or supplied such document or information to all the joint holders.
- 86.7 If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 86.7 shall apply.
- 86.8 If on 3 consecutive occasions documents or information have been sent or supplied to any shareholder at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such shareholder shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.

- 86.9 Any shareholder present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
- 86.10 Save as provided otherwise in these Articles, any document or information, addressed to a shareholder (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a shareholder, in the United Kingdom) or electronic address, as the case may be shall:
- (a) if hand delivered or left at a registered address or other address for service (in the case of a shareholder in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left,
 - (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted,
 - (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9am in and 5pm on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9am in on the next following working day, and
 - (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 86.11 In calculating a period of hours for the purpose of Article 86.10, no account shall be taken of any part of a day that is not a working day.
- 86.12 A director may agree with the Company that documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than those set out in Article 86.10.
- 86.13 Subject to Article 86.9, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time).
- 86.14 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Article 86.9 to Article 86.13 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure.
- 87. Company seals**
- 87.1 Any common seal may only be used by the authority of the directors or a committee of the directors.

- 87.2 The directors may decide by what means and in what form any common seal is to be used.
- 87.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 87.4 For the purposes of this Article, an authorised person is:
- (a) any director of the Company,
 - (b) the Company secretary (if any), or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

88. No right to inspect accounts and other records

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

89. Provision for Employees on cessation of business

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

90. Indemnity and Funds

- 90.1 Subject to Article 90.2 (but otherwise to the fullest extent permitted by law) and without prejudice to any indemnity to which he may otherwise be entitled:
- (a) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or an associated Company may be indemnified out of the Company's assets against all or any part of any costs, charges, losses, expenses and liabilities incurred by that director secretary or other officer:
 - (i) in the actual or purported exercise of his powers in relation to the affairs of the Company or associated Company, and
 - (ii) in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme, and
 - (b) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or any holding Company may be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Section 205 and/or Section 206, CA2006 (or enable him to avoid incurring any such expenditure).
- 90.2 This Article does not authorise any indemnity or provision of funds which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

91. Insurance

Subject to the provisions of the CA2006, the directors may in their absolute discretion decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director secretary or other officer (other than any person engaged as auditor) of the Company or associated Company in respect of all or any part of any relevant loss.