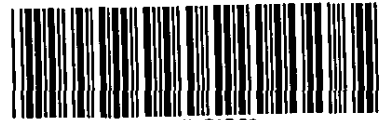


Company number. 07787852

THURSDAY



A34 *A4HLGIS3* 08/10/2015 #211
COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

**POWERFUL ALLIES LIMITED
(Company)**

Circulation Date 14/8/2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution outlined below is passed as a special resolution of the Company (**Resolution**)

1. Adoption of new Articles of Association

THAT the draft of the articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being the person entitled to vote on the Resolution on the above circulation date, hereby irrevocably agrees to the Resolution.

Signed

G. Robson
Gloria Robson

Date 14/08/ 2015

NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to the registered office of the Company.
- **Post** returning the signed copy to the registered office of the Company

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 If sufficient agreement has not been received for the Resolution to be passed within 28 days of the circulation date, it will lapse If you agree to the Resolution, please ensure that your agreement reaches the Company before the expiry of this period

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

POWERFUL ALLIES LIMITED

(Adopted by special resolution passed on 14/8/ 2015)

Agreed terms

1. Interpretation

1.1 In these Articles, the following words have the following meanings

Act: the Companies Act 2006,

Articles: the Company's articles of association from time to time in force,

B Ordinary Share: a B Ordinary Share of £0 0001 in the capital of the Company designated as a B Ordinary Share,

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

Controlling Interest: an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010,

Eligible Director: any director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

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

Ordinary Share: an ordinary share of £0 0001 in the capital of the Company,

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of articles 12

and 13, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax)

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2. Adoption of the Model Articles

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Articles 14, 26(5), 27 to 29 (inclusive), 44(2), 52 and 53 of the Model Articles shall not apply to the Company
- 2 3 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 2 4 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" Article 31(1)(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

Directors

3. Directors' decisions

3.1 The directors may take decisions as set out in the Model Articles

4. Unanimous decisions of directors

4.1 The procedure for unanimous decisions of directors shall be as set out in the Model Articles

5. Calling a directors' meeting

5.1 Any director may call a meeting of directors by giving notice of the meeting to each director, subject as set out in the Model Articles.

6. Quorum for directors' meetings

6.1 Subject to article 6.2, the quorum at any meeting of the directors (including adjourned meetings) shall be two directors, subject as set out in the Model Articles

6.2 For the purposes of any meeting (or part of a meeting)

6.2.1 held pursuant to article 7 to authorise a Conflict of a director, or

6.2.2 at which a director is not permitted to vote on any resolution in accordance with article 7.3 as a result of a Conflict,

the quorum for such meeting (or part of a meeting) shall be one Eligible Director

7. Directors' interests

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

7.2 Any authorisation under this article will be effective only if:

7.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

7.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

- 7 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently).
- 7 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 7 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- 7 3 3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- 7 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 7 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- 7.3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 7 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 7 5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 7 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 7 7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act

- 7 8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 7 7
- 7 9 Subject, where applicable, to any terms and conditions imposed by the directors, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company.
- 7 9 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 7.9 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 7.9 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 7 9 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 7 9 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 7 9 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

8. Records of decisions to be kept

- 8 1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

Shares

9. Share capital

- 9 1 Except as otherwise provided in these Articles, the Ordinary Shares and the B Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares
- 9 2 The Company and the directors may declare and pay different dividends on each class of shares
- 9 3 The rights attaching to the B Ordinary Shares are as follows
- 9 4 As regards Voting
 - 9 4 1 The B Ordinary Shares shall not entitle the holders thereof to receive notice of or to attend or vote at any general meetings of the Company, subject as otherwise set out in these Articles
- 9 5 As regards a Sale of the whole of the issued share capital of the Company
 - 9 5 1 On a sale of the whole of the issued share capital of the Company, the consideration shall be allocated to the holders of the Ordinary Shares and the B Ordinary Shares in proportion to their shareholdings

10. Unissued shares

- 10 1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act)

11. Further issues of shares: authority

- 11 1 Subject to the remaining provisions of this article 11, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to
 - 11 1 1 offer or allot,
 - 11.1 2 grant rights to subscribe for or to convert any security into, or
 - 11 1 3 otherwise deal in, or dispose of,any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper
- 11 2 The authority referred to in article 11 1
 - 11 2 1 shall be limited to a maximum nominal amount of £5,000 or such other amount as may from time to time be authorised by the Company by ordinary resolution,

11 2 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and

11 2 3 may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

12. Share transfers

12 1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share

12 2 A holder of B Ordinary Shares, or person entitled to such shares by way of the death or bankruptcy of such holder, who wishes to transfer such shares or any interest in such shares ("the Vendor") shall give to the Company notice in writing ("the Transfer Notice") A Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified in it ("the Sale Shares") at a price per share of an amount equal to its nominal value ("the Sale Price").

12 3 The directors shall promptly, by notice in writing, offer the Sale Shares to the Company or to the holders of the remaining shares (other than to members who have served or been deemed to have served a Transfer Notice) pro rata to their shareholdings at the Sale Price as follows

12 3 1 first to the Company (subject to compliance with the Act),

12.3.2 then to the holders of the Ordinary Shares,

12 3 3 and then to the holders of the B Ordinary Shares

12 4 Each offer shall be open for a period of 30 days from the date of the notice ("the Acceptance Period") Subject as provided in article 12 8, if the offerees within the Acceptance Period apply for all or any of the Sale Shares, the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the applicants for any of the Sale Shares, in the case of competition in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by him)

12 5 If within the applicable Acceptance Periods applications are received from one or more of the offerees ("the Transferees") in respect of all of the Sale Shares, the directors shall promptly give notice in writing ("the Acceptance Notice") to the Vendor specifying the number of Sale Shares applied for and the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale shall be completed

- 12.6 Subject as provided in article 12.8, the Vendor shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Vendor. If the Vendor fails to transfer the Sale Shares, the chairman of the Company, a director who is not the Vendor or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor by way of security with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment to the Company, the Transferees shall be deemed to have obtained a good discharge for this payment. On execution and delivery of the transfers, the Transferees shall be entitled to require their names to be entered in the register of members as the holders by transfer of the Sale Shares. After the names of the Transferees have been entered in the register of members in purported exercise of the above powers, the validity of the proceedings shall not be questioned by any person.
- 12.7 Upon receipt of the Sale Price pursuant to article 12.6, the Company shall pay the price into a separate bank account in the Company's name and hold it in trust for the Vendor, after deducting any fees or expenses falling to be borne by the Vendor.
- 12.8 If the offer of the Sale Shares at the Sale Price is not accepted in whole (as opposed to in part) within the last applicable Acceptance Period, the Vendor shall be at liberty during the period of one month following the expiry of such last Acceptance Period to transfer all of the Sale Shares to any person at a price not being less than the Sale Price.
- 12.9 The restrictions on transfer contained in this article shall not apply to a transfer approved in writing by all the members.
- 12.10 For the purposes of this article 12, the following shall be deemed to be a relevant event
- 12.10.1 a sale or other disposition of any beneficial interest in a B Ordinary Share (whether or not for consideration) by a holder of such share (who is not also a holder of Ordinary Shares) otherwise than in accordance with the above provisions and whether or not made in writing,
 - 12.10.2 the death of a holder of B Ordinary Shares (who is not also a holder of Ordinary Shares),
 - 12.10.3 the bankruptcy of a holder of B Ordinary Shares (who is not also a holder of Ordinary Shares);
 - 12.10.4 a holder of B Ordinary Shares (who is not also a holder of Ordinary Shares) ceasing to be a director or employee of the Company for any reason,
 - 12.10.5 the board of directors of the Company passing a resolution that a specific holder of B Ordinary Shares (who is not also a holder of Ordinary Shares) shall transfer such shares on the terms set out in these Articles

- 12 11 If a relevant event occurs in relation to a holder of B Ordinary Shares (who is not also a holder of Ordinary Shares), he shall be deemed to have given a Transfer Notice in respect of all shares of each class held by him or by any nominee for him (or to which he or his nominee are entitled) immediately prior to the event
- 12 12 Any Transfer Notice deemed to have been given under this article 12 shall be deemed to contain a provision, binding on the Company, that, unless all the Sale Shares comprised in it are sold by the Company pursuant to this article, none shall be sold Where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him, he shall not be entitled to withdraw it If a relevant event occurs in relation to a holder of B Ordinary Shares (who is not also a holder of Ordinary Shares) and such holder of B Ordinary Shares has already served a Transfer Notice, such Transfer Notice shall automatically be cancelled and any procedure that has commenced as a result of the service of such Transfer Notice shall terminate
- 12 13 For the purpose of ensuring that a transfer of shares is duly authorised, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given, the directors may require a member, the legal representatives of a deceased member, or a person named as transferee in a transfer lodged for registration to furnish to the Company such information and evidence as the directors think fit regarding any matter they deem relevant to that purpose If the information or evidence is not furnished to the satisfaction of the directors within a reasonable time after the request, the directors shall be entitled to refuse to register the transfer in question In a case where no transfer is in question or if the information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the directors shall be entitled within a reasonable time to require, by notice in writing given to the registered holder, that a Transfer Notice be given in respect of the shares concerned If the directors require that a Transfer Notice be given and it is not duly given within one month from the date of its being required, the Transfer Notice shall be deemed to have been given at the expiration of the month and the provisions of this article 12 shall take effect accordingly
- 12 14 Subject to article 12 13, the directors shall register any transfer made pursuant to or permitted by this article

13. Tag along and drag along

- 13 1 Notwithstanding any other provisions contained in these Articles, the directors shall not register the transfer of any shares in the capital of the Company which if registered would result in a person or persons who is or are not a member or members of the Company on the day after the date of adoption of these Articles obtaining a Controlling Interest in the Company without the previous written consent of all members unless before such transfer is made.

13 1 1 each member of the Company (and each holder of options over shares in the Company which will become exercisable as a result of such transfer) shall have been given twenty-one days' notice in writing of such proposed sale or transfer (including details of the terms thereof),

13 1 2 the proposed transferee or transferees has or have upon the expiry of the said period of twenty-one days offered to purchase the whole issued share capital of the Company (including all shares issued following exercise of the options referred to above) at the same price per share and such offer shall have remained open for acceptance for a period of not less than fourteen days commencing on the date of expiry of the twenty-one day period referred to in article 13 1 1, and

13 1 3 any contract constituted on acceptance of any such offer shall have been completed immediately prior to the transfer in question being made

13 2 If any bona fide arm's length offer for the whole issued share capital of the Company with the consideration allocated as described at article 13.1.2 shall be accepted by the holders of the Ordinary Shares, all other members of the Company shall, so far as they have not already done so, be obliged to accept such offer in accordance with its terms and within the time limit for acceptance and to transfer their shares in the Company to the offeror or offerors in exchange for payment to them of their proportion (if any) of the aggregate consideration as specified in article 13 1.2

13 3 If any member, having become obliged to accept such an offer in accordance with article 13 2, is called upon by the directors in terms of that article and fails to complete an instrument of transfer, the provisions of article 12.6 shall apply

Decision making by shareholders

14. Quorum for general meetings

14 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

15. Chairing general meetings

15 1 The chairman of the board of directors shall chair general meetings, subject as set out in the Model Articles

16. Voting

16 1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder

17. Poll votes

17 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

- 17 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

18. Proxies

- 18 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate"
- 18 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article

Administrative arrangements

19. Means of communication to be used

- 19 1 Subject to article 19 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

19 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

19 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

19 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

19 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

- 19 2 Any notice, document or other information served on, or delivered to, an intended recipient under articles 12 or 13 may not be served or delivered in electronic form (other than by fax), or by means of a website

- 19 3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

20. Indemnity and insurance

- 20 1 Subject to article 20 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

20.1 1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

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

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

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

20 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 20 1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

- 20 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 20 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

- 20 4 In this article

20 4.1 a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

20 4 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company