

THE COMPANIES ACT 2006

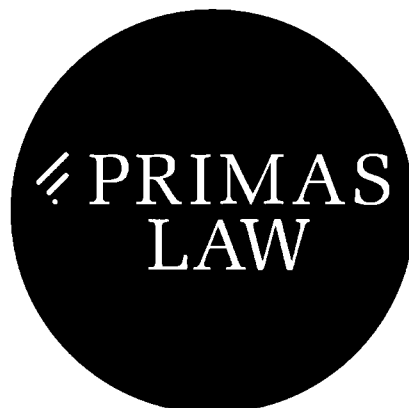
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LIVEWORK LIMITED

(COMPANY NO: 07797481)



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LIVEWORK LIMITED

(Adopted by special resolution  
passed on 27 February 2024)

PART 1, INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS AND INTERPRETATION

1.1 In these Articles, unless the context requires otherwise:

<b>“A Ordinary Share”</b>	means an ordinary share of £0.01 in the capital of the Company designated as an A Ordinary Share;
<b>“Appointor”</b>	has the meaning given to that term in Article 18.1;
<b>“Articles”</b>	means the articles of association set out in this document which, together with the Model Articles (as modified or excluded by this document) forming part of the articles, and Article shall be construed accordingly;
<b>“B Ordinary Share”</b>	means an ordinary share of £0.01 in the capital of the Company designated as an B Ordinary Share;
<b>“Bad Leaver”</b>	means a holder of B Ordinary Shares or C Ordinary Shares who ceases to be an Employee who is not a Good Leaver;
<b>“Board”</b>	means the board of directors of the Company;
<b>“Business”</b>	means the business of the Company from time to time;
<b>“C Ordinary Share”</b>	means an ordinary share of £0.01 in the capital of the Company designated as an C Ordinary Share;
<b>“Call”</b>	has the meaning given to that term in Article 28.1;
<b>“Call Notice”</b>	has the meaning given to that term in Article 28.1;

<b>“Call Payment Date”</b>	has the meaning given to that term in Article 31.2.1;
<b>“Company’s Lien”</b>	has the meaning given to that term in Article 26;
<b>“Connected”</b>	means, in relation to any person or company a party who is connected with that person determined in accordance with section 1122 of the Corporation Tax Act 2010;
<b>“Clear Days”</b>	means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>“Conflict”</b>	has the meaning given to that term in Article 11.2;
<b>“Conflicted Director”</b>	means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in any vote to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such matter is to be voted upon;
<b>“Connected Company Interest”</b>	has the meaning given to that term in Article 11.11;
<b>“Corporate Representative”</b>	has the meaning given to that term in Article 63;
<b>“Deferred Shares”</b>	means the deferred shares of £0.01 each in the capital of the Company;
<b>“Effective Termination Date”</b>	means the date on which an Employee’s employment terminates;
<b>“Employee”</b>	an employee of any Group Company;
<b>“Excess Securities”</b>	has the meaning given to that term in Article 23.3.2;
<b>“Expert”</b>	means any independent expert whose appointment is agreed between the shareholders;
<b>“Fair Value”</b>	means the value of any shares determined in accordance with article 44;
<b>“Founders”</b>	Ben Reason and Lavrans Løvlie;
<b>“Founder Director”</b>	has the meaning given to that term in Article 15.1;

<b>“Good Leaver”</b>	means a holder of B Ordinary Shares or C Ordinary Shares who ceases to be an Employee at any time by reason of: <ul style="list-style-type: none"> <li>(a) retirement; or</li> <li>(b) death; or</li> <li>(c) unfair dismissal; or</li> <li>(d) the directors determine that he is a Good Leaver;</li> </ul>
<b>“Group Company”</b>	means: <ul style="list-style-type: none"> <li>(a) the Company;</li> <li>(b) any company which is from time to time a subsidiary of the Company;</li> <li>(c) any company of which the Company is a subsidiary from time to time (its holding company) and any other subsidiaries of any such holding company from time to time; and</li> <li>(d) any company or legal entity which is Connected to a Group Company.</li> </ul>
<b>“Holder in relation to shares”</b>	means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;
<b>“Issue Price”</b>	in relation to any share, the price at which that share is issued being the aggregate of the amount paid in respect of the nominal value of that share and any share premium on that share;
<b>“Lien Enforcement Notice”</b>	has the meaning given to that term in Article 27;
<b>“Model Articles”</b>	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these articles;
<b>“Non-Conflicted Director”</b>	means any director who is not a conflicted director;

<b>“Partly-paid in relation to a share”</b>	means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company;
<b>“Proxy Notification Address”</b>	has the meaning given to that term in Article 62.1;
<b>“Relevant Officer”</b>	has the meaning given to that term in Articles 67.3.2 or 68.2.1, as the case may be;
<b>“Relevant Loss”</b>	has the meaning given to that term in Article 68.2.2;
<b>“Relevant Rate”</b>	has the meaning given to that term in Article 31.2.2;
<b>“Transfer Notice”</b>	being the notice in writing given to the Company indicating a desire by a holder of shares of their intention to sell shares to the Company;
<b>“Transfer or Transferring”</b>	has the meaning given to those terms respectively in Article 39.1; and
<b>“United Kingdom”</b>	means Great Britain and Northern Ireland.

- 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 Companies Act 2006 as in force on the date when these Articles become binding on this company Livework Limited (the "Company") shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 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 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.7 Articles 7, 8, 11(2) and (3), 13(2), 14(1) to (4) inclusive, 17(2), 19(5), 21, 26(5), 44(4), 45(1), 46(3), 52 and 53 of the Model Articles shall not apply to the Company.



## PART 2, DIRECTORS

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### 2. DIRECTORS' GENERAL AUTHORITY

Article 3 of the Model Articles shall be amended by the insertion of the words "and to the applicable provisions for the time being of the Companies Acts", after the phrase "subject to the articles".

#### 3. CHANGE OF COMPANY NAME

Without prejudice to the generality of Article 2, the directors may resolve in accordance with Article 5 to change the Company's name.

#### 4. COMMITTEES

Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the committee.

### DECISION-MAKING BY DIRECTORS

#### 5. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 5.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 6 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 7 (Unanimous decisions).

5.2 If:

5.2.1 the Company only has one director for the time being, and

5.2.2 no provision of the Articles requires it to have more than one director,

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

- 5.3 Subject to the Articles, each director participating in a directors' meeting has one vote.

#### 6. DIRECTORS' WRITTEN RESOLUTIONS

- 6.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).

- 6.2 If the Company has appointed a Company secretary, the Company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 6.3 Notice of a proposed directors' written resolution must indicate:
- 6.3.1 the proposed resolution; and
  - 6.3.2 the time by which it is proposed that the directors should adopt it.
- 6.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 6.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.
7. UNANIMOUS DECISIONS
- 7.1 A decision of the directors is taken in accordance with this Article 7 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.
- 7.2 A decision may not be taken in accordance with this Article 7 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 7.3 Once a directors' unanimous decision is taken in accordance with this Article 7 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.
8. CALLING A DIRECTORS' MEETING
- 8.1 Article 9 of the Model Articles shall be amended by:
- 8.1.1 inserting the words "each of" before the words "the directors";
  - 8.1.2 by inserting the phrase "(including alternate directors), whether or not he is absent from the UK," after the words "the directors";
  - 8.1.3 by inserting the words "subject to Article 9.4" at the beginning of article 9(3) of the Model Articles; and
  - 8.1.4 by inserting the words "prior to or up to and including" before the words "not more than seven days" in article 9(4) of the Model Articles.

9. CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

9.1 Article 13(1) of the Model Articles shall be amended by the insertion of the words "at a meeting of directors" after the word "proposal".

9.2 Article 13(1) of the Model Articles (as amended by Article 9.1) does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

10. QUORUM FOR DIRECTORS' MEETINGS

10.1 Subject to Article 10.2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one.

10.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

11. DIRECTORS' CONFLICTS OF INTERESTS

11.1 For the purposes of this Article 11, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

11.2 The directors may, in accordance with the requirements set out in this Article 11, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a Conflict).

11.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.

11.4 Any authorisation under this Article 11 will be effective only if:

11.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

11.4.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and

11.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.

11.5 Any authorisation of a Conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently):

11.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;

11.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or

11.5.3 be terminated or varied by the directors at any time.

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

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

11.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

11.6.2 use or apply any such information in performing his duties as a director,

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

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

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

11.7.2 is not given any documents or other information relating to the Conflict; and

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

11.8 Where the directors authorise a Conflict:

- 11.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;
- 11.8.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.
- 11.9 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 receives as director or other officer or employee of the 's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.
- 11.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 11.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:
- 11.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
- 11.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;
- 11.10.3 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;
- 11.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- 11.10.5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of the Companies Act 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

11.11 Notwithstanding the above subject to compliance by a director with his duties as a director under Part 10 of the Companies Act (other than the duty in section 175(1) of the Companies Act to the extent that it is the subject of this Article 11.11), a director may at any time notwithstanding his office or the existence of an actual or potential Conflict between the interests of the Company and those of a Connected company, be a director or other officer of, employed by or otherwise interested whether directly or indirectly, in any other Connected company (Connected Company Interest) and the relevant director:

11.11.1 shall be entitled to attend any meeting or part of a meeting of the directors at which any matter which may be relevant to the Connected Company Interest may be discussed and may be counted for voting and quorum purposes on any decision in connection with any proposed or existing transaction or arrangement of the directors thereof relating to such matter;

11.11.2 shall not be obliged to account to the Company for any remuneration or other benefits received by him as a consequence of any Connected Company Interest; and

11.11.3 will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Connected Company Interest and otherwise than by virtue of his position as a director, if to do so would breach any duty of confidentiality to any other Connected company or third party.

11.12 Any director who has a Connected Company Interest shall as soon as reasonably practicable following the relevant interest arising, disclose to the other directors the existence of such interest and the nature and extent of such interest so far as the relevant director is able at the time the disclosure is made provided that no such disclosure is required to be made of any matter in respect of which the relevant director owes any duty of confidentiality to any third party. A disclosure made to the other directors under this Article 11.12 may be made either at a meeting of the directors or by notice in writing to the Company marked for the attention of the directors.

## 12. RECORDS OF DECISIONS TO BE KEPT

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.

## APPOINTMENT OF DIRECTORS

## 13. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

14. METHODS OF APPOINTING DIRECTORS

14.1 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:

14.1.1 by ordinary resolution, or

14.1.2 by a decision of the directors.

14.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

14.3 For the purposes of Article 14.2, 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.

15. FOUNDER DIRECTOR

15.1 For so long as a Founder holds shares, that Founder shall have the right (exercisable in accordance with Article 15.2 below) to appoint a natural person as a director of the Company (a Founder Director), and upon removal of a Founder Director, to re-appoint a director of the Company.

15.2 Appointment and resignation/removal of a Founder Director shall be by written notice to the Company signed by the Founder who appointed him, which notice shall take effect on delivery at the registered office or at any meeting of the Board.

16. TERMINATION OF DIRECTOR'S APPOINTMENT

16.1 Article 18(c) of the Model Articles shall be amended by the addition of the words "and the Company resolves that his office be vacated" at the end of the sub-Article.

16.2 Article 18(f) of the Model Articles shall be amended as follows, the full stop immediately after the word "terms" were replaced by a semi-colon and the word "or" and the following words were added as paragraph (g) of that Model Article: "that person has been absent, without the permission of the directors, for more than six consecutive months from meetings of the directors held during that period and the directors resolve that he or she should cease to be a director".

17. DIRECTORS' EXPENSES

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

ALTERNATE DIRECTORS

18. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

18.1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

18.1.1 exercise that director's powers; and

18.1.2 carry out that director's responsibilities,

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

18.2 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.

18.3 The notice must:

18.3.1 identify the proposed alternate; and

18.3.2 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.

19. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

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

19.2 Except as the Articles specify otherwise, alternate directors:

19.2.1 are deemed for all purposes to be directors;

19.2.2 are liable for their own acts and omissions;

19.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 11); and

19.2.4 are not deemed to be agents of or for their appointors,

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

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

19.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes);



19.3.2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and

19.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

19.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.

19.5 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.

## 20. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate for any appointor terminates:

- a) when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- b) when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;
- c) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- d) on the death of that appointor; or
- e) when the alternate's appointor's appointment as a director terminates.

## SECRETARY

## 21. APPOINTMENT AND REMOVAL OF SECRETARY

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

## PART 3, SHARES AND DISTRIBUTIONS

### SHARES

#### 22. FURTHER ISSUES OF SHARES: AUTHORITY

22.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

22.2 Subject to the remaining provisions of this Article 22 ; Article 23 (Further issues of shares: pre-emption rights) and to Article 24 (Different Classes of Shares) and to any directions which may be given by the Company in general meeting, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Companies Act 2006 to exercise any power of the Company to:

22.2.1 offer or allot;

22.2.2 grant rights to subscribe for or to convert any security into;

22.2.3 otherwise create, 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.

22.3 The authority referred to in Article 22.1 shall be limited to a maximum nominal value of £1,000 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution.

#### 23. FURTHER ISSUES OF SHARES: PRE-EMPTION RIGHTS

23.1 In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the Company.

23.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those shareholders (as nearly as possible without involving fractions).

23.3 The offer:

23.3.1 shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

23.3.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (Excess Securities) for which he wishes to subscribe.

23.4 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Articles 23.1 and 23.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 23.3.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each shareholder indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.

#### 24. DIFFERENT CLASSES OF SHARE

24.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

24.2 In respect of the rights attached to the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares, each class of share shall have the following rights attached to them:

- (a) In respect of the A Ordinary Shares on a show of hands two votes per shareholder, on a poll vote two votes for each share held by a shareholder; rights to a dividend and a distribution.
- (b) In respect of the B Ordinary Shares on a show of hands one vote per shareholder, on a poll vote one vote for each share held by a shareholder, they shall have no rights to receive a dividend and a distribution unless so determined by the Board.
- (c) In respect of the C Ordinary Shares on a show of hands one vote per shareholder, on a poll vote one vote for each share held by a shareholder, they shall have no rights to receive a dividend and a distribution unless so determined by the Board.
- (d) In respect of the Deferred Shares they shall be non-voting, and they shall not be entitled to receive notice of, nor to attend, speak or vote at any general meeting of the Company. They shall have no rights to receive a dividend and a distribution unless so determined by the Board.

Save that the Board shall declare dividends in equal proportions between the A Ordinary B Ordinary and C Ordinary Shares as if such shares were one class of shares unless, the Board declares a dividend in differing proportions between the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares.

25. VARIATION OF CLASS RIGHTS

25.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with Article 25.2.

25.2 The consent of the holders of a class of shares may be given by:

25.2.1 a special resolution passed at a separate general meeting of the holders of the issued shares of that class; or

25.2.2 a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class,

but not otherwise. To every such meeting, all the provisions of these Articles and the Companies Act 2006 relating to general meetings of the Company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class; that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him; and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll. If at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one holder who is present in person or by proxy or (being a corporation) by a duly authorised representative shall be a quorum.

26. COMPANY'S LIEN OVER SHARES

26.1 The Company has a lien (Company's lien) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it.

26.2 The Company's lien over a share:

26.2.1 takes priority over any third party's interest in that share, and

26.2.2 extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

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

27. ENFORCEMENT OF THE COMPANY'S LIEN

27.1 Subject to the provisions of this Article 27, if:

27.1.1 a lien enforcement notice has been given in respect of a share, and

27.1.2 the person to whom the notice was given has failed to comply with it, the Company may sell that share in accordance with Article 35.4.

27.2 A lien enforcement notice:

27.2.1 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;

27.2.2 must specify the share concerned;

27.2.3 must be in writing and require payment of the sum payable within fourteen days of the notice;

27.2.4 must be addressed either to the holder of the share or to a transmittee of that holder; and

27.2.5 must state the Company's intention to sell the share if the notice is not complied with.

27.3 Where shares are sold under this Article 27:

27.3.1 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

27.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

27.4 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:

27.4.1 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,

27.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.

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

27.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

27.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

## 28. CALL NOTICES

28.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (call notice) to a shareholder requiring the shareholder to pay the Company a specified sum of money (call) which is payable by that member to the Company at the date when the directors decide to send the call notice.

28.2 A call notice:

28.2.1 must be in writing;

28.2.2 may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the Company;

28.2.3 must state when and how any call to which it relates it is to be paid; and

28.2.4 may permit or require the call to be paid by instalments.

28.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before fourteen days have passed since the notice was sent.

28.4 Before the Company has received any call due under a call notice the directors may:

28.4.1 revoke it wholly or in part, or

28.4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made.

## 29. LIABILITY TO PAY CALLS

29.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

29.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

29.3 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:

29.3.1 to pay calls which are not the same, or

29.3.2 to pay calls at different times.

30. WHEN CALL NOTICE NEED NOT BE ISSUED

30.1 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:

30.1.1 on allotment;

30.1.2 on the occurrence of a particular event; or

30.1.3 on a date fixed by or in accordance with the terms of issue.

30.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned 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.

31. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

31.1 If a person is liable to pay a call and fails to do so by the call payment date:

31.1.1 the directors may issue a notice of intended forfeiture to that person, and

31.1.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

31.2 For the purposes of this Article 31:

31.2.1 the call payment date is the time when the call notice states that a call is payable, unless the directors give a notice in writing specifying a later date, in which case the call payment date is that later date;

31.2.2 the relevant rate is:

(a) the rate fixed by the terms on which the share in respect of which the call is due was allotted;

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

(c) if no rate is fixed in either of these ways, five per cent. (5%) per annum.

31.3 The relevant rate must not exceed by more than five 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.

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

## 32. NOTICE OF INTENDED FORFEITURE

### 32.1 A notice of intended forfeiture:

32.1.1 must be in writing;

32.1.2 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

32.1.3 must be sent to the holder of that share (or, in the case of joint holders of a share in accordance with Article 65.3) or to a transmittee of that holder in accordance with Article 65.4;

32.1.4 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice;

32.1.5 must state how the payment is to be made; and

32.1.6 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.

## 33. 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.

## 34. EFFECT OF FORFEITURE

### 34.1 Subject to the Articles, the forfeiture of a share extinguishes:

34.1.1 all interests in that share, and all claims and demands against the Company in respect of it, and

34.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

### 34.2 Any share which is forfeited in accordance with the Articles:

34.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;

34.2.2 is deemed to be the property of the Company; and

34.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit in accordance with Article 36.

### 34.3 If a person's shares have been forfeited:



- 34.3.1 the Company must send that person written notice that forfeiture has occurred and record it in the register of members;
  - 34.3.2 that person ceases to be a shareholder in respect of those shares;
  - 34.3.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
  - 34.3.4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
  - 34.3.5 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.
- 34.4 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 due in respect of it and on such other terms as they think fit.
35. PROCEDURE FOLLOWING FORFEITURE
- 35.1 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.
- 35.2 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary (as the case may be) and that a share has been forfeited on a specified date:
- 35.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - 35.2.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
  - 35.2.3 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.
- 35.3 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:
- 35.3.1 was, or would have become, payable, and

35.3.2 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.

35.4 All shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 39 (Transfer of Shares: General).

## 36. SURRENDER OF SHARES

36.1 A shareholder may surrender any share:

36.1.1 in respect of which the directors may issue a notice of intended forfeiture;

36.1.2 which the directors may forfeit; or

36.1.3 which has been forfeited.

36.2 The directors may accept the surrender of any such share.

36.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

36.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

## 37. PAYMENT OF COMMISSION ON SUBSCRIPTION FOR SHARES

37.1 The Company may pay any person a commission in consideration for that person:

37.1.1 subscribing, or agreeing to subscribe, for shares; or

37.1.2 procuring, or agreeing to procure, subscriptions for shares.

37.2 Any such commission may be paid:

37.2.1 in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other; and

37.2.2 in respect of a conditional or an absolute subscription.

## 38. SHARE CERTIFICATES

38.1 Article 24(2)(c) of the Model Articles shall be amended by:

38.1.1 the deletion of the word "fully" and the insertion of the words "extent to which" before the word "shares"; and

38.1.2 the word "up" at the end of this Article 24(2)(c).

39. TRANSFER OF SHARES- GENERAL

39.1 In these Articles, a reference to the transfer of or transferring shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition:

39.1.1 of any share or shares of the Company; or

39.1.2 of any interest of any kind in any share or shares of the Company; or

39.1.3 of any right to receive or subscribe for any share or shares of the Company.

39.2 The directors may, in their absolute discretion, decline to register the transfer of a share whether or not it be a fully paid share.

39.3 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal.

39.4 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

39.5 Article 26(1) of the Model Articles shall be amended by the insertion of the words "and (if any of the shares is partly paid) the transferee" at the end of that article.

39.6 Subject to the Act at all times and the Company, in its sole discretion may purchase its own shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, to the extent permitted by section 692(1ZA) of the Act.

40. MANDATORY TRANSFERS IN RESPECT OF B ORDINARY SHARES

40.1 In the event of a holder of B Ordinary Shares ceasing to be an Employee or a Director of a Group Company (save in the circumstances of the Employee being immediately employed by another Group Company), the relevant shareholder (the Departing B Shareholder) shall be deemed to have an irrevocable Transfer Notice in respect of all the shares held by him on the Effective Termination Date.

40.2 Where the Departing B Shareholder is a Bad Leaver the sale price shall be the lower of the Fair Value and the Issue Price.

40.3 Where the Departing B Shareholder is a Good Leaver the sale price shall be the higher of the Fair Value and the Issue Price.

40.4 Notwithstanding article 40.1 in the event that a holder of B Ordinary shares engages (except as the owner of securities dealt on a recognised investment exchange not exceeding 5% in nominal value of the securities of that class) or is economically or otherwise concerned with, interested in, connected with or employed in any business, person, undertaking, company or firm supplying goods or services of a type supplied by any Group Company or in competition with the business of any Group Company

in any geographical area in which any Group Company carries on its business or any part of it, the relevant shareholder (the Competing B Shareholder) shall be deemed to have served an irrevocable Transfer Notice in respect of all the Shares held by him. Upon occurrence of such the sale price for all shares held by the Competing B Shareholder shall be the lower of the Fair Value and the Issue Price.

#### 41. MANDATORY TRANSFERS IN RESPECT OF C ORDINARY SHARES

41.1 In the event of a holder of C Ordinary Shares ceasing to be an Employee of a Group Company (save in the circumstances of the Employee being immediately employed by another Group Company), the relevant shareholder (the Departing C Shareholder) shall be deemed to have an irrevocable Transfer Notice in respect of all the shares held by him on the Effective Termination Date.

41.2 Where the Departing C Shareholder is a Bad Leaver the sale price shall be the lower of the Fair Value and the Issue Price.

41.3 Where the Departing C Shareholder is a Good Leaver the sale price shall be the higher of the Fair Value and the Issue Price.

41.4 Notwithstanding article 41.1 in the event that a holder of C Ordinary shares engages (except as the owner of securities dealt on a recognised investment exchange not exceeding 5% in nominal value of the securities of that class) or is economically or otherwise concerned with, interested in, connected with or employed in any business, person, undertaking, company or firm supplying goods or services of a type supplied by any Group Company or in competition with the business of any Group Company in any geographical area in which any Group Company carries on its business or any part of it, the relevant shareholder (the Competing C Shareholder) shall be deemed to have served an irrevocable Transfer Notice in respect of all the Shares held by him. Upon occurrence of such the sale price for all shares held by the Competing C Shareholder shall be the lower of the Fair Value and the Issue Price.

#### 42. MANDATORY TRANSFERS CONDITIONS

42.1 In the event that Transfer Notices are deemed to have been served in accordance with either Articles 40 or 41 (Mandatory Transfer Notice) then the Shares subject to the Mandatory Transfer Notice shall immediately be converted in Deferred Shares.

42.2 The Company shall purchase the Shares the subject of the Mandatory Transfer Notice in accordance with Articles 40 or 41. In the event the Company is unable to purchase all the shares the subject of the Mandatory Transfer Notice within 60 days of the Mandatory Transfer Notice being served it shall purchase as many shares the subject of the Mandatory Transfer Notice as it may, in accordance with Article 40.6, each anniversary of the service of the Mandatory Transfer Notice.

42.3 In the event that more than one Mandatory Transfer Notice is outstanding, in accordance with this Article 42, then the oldest Mandatory Transfer Notice shall be paid in full prior to any other Mandatory

Transfer Notice being paid. Any Mandatory Transfer Notices that are served on the same calendar day shall be paid for equally.

- 42.4 In the event that Shares that are subject to a Mandatory Transfer Notice is validly given in, each shareholder irrevocably and unconditionally undertakes to appoint any director of the Company as the Board may nominate as his, her or its attorney(s) (each an "Attorney") on each shareholder's behalf to consider, settle, approve, sign, execute and/or deliver a stock transfer form and all directly related documents necessary to achieve the transfer of the shares that are the subject of the Mandatory Transfer Notice (all whether as a deed or not) ("Documents") which an Attorney considers reasonably necessary to transfer the Shares held by the shareholder to the Company.

#### 43. PROHIBITED TRANSFERS

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

#### 44. FAIR VALUE OF SHARES

- 44.1 The Fair Value for any shares to be transferred shall be calculated in accordance with articles 44.2 to 44.3 inclusive.
- 44.2 The Fair Value for any shares to be transferred under this Agreement shall be that proportion of the amount the Expert appointed considers in his opinion to be the fair value that the respective shareholder's shares bear to the entire issued share capital of the Company.
- 44.3 In determining the Fair Value the Expert shall rely on the following assumptions:
- 44.3.1 valuing the shares as on an arm's-length sale between a willing seller and a willing buyer;
  - 44.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - 44.3.3 that the shares are capable of being transferred without restriction;
  - 44.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares;
  - 44.3.5 reflect any other factors which the Expert reasonably believe should be taken into account; and
  - 44.3.6 the sale is taking place on the date the Expert is appointed.

45. TRANSMISSION OF SHARES

Nothing in these Articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.

46. TRANSMITTEES BOUND BY PRIOR NOTICES

Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person nominated under article 27(2)" after the words "transmittee's name".

47. DRAG ALONG

47.1 If the Founders (the Selling Shareholders), receive an offer in writing from a bona fide third party (Third Party) to purchase all of the Selling Shareholders' Shares (Third Party Offer), and the Selling Shareholders accept the Third Party Offer, the Selling Shareholders shall be entitled to issue to the remaining members (Other Shareholders) a written notice (Drag Along Notice) requiring the Other Shareholders to sell to the Third Party all of the Other Shareholders' shares upon the terms and conditions specified in the Drag Along Notice.

47.2 The terms on which the Selling Shareholders require the Other Shareholders to sell their shares must be on similar terms on which the Selling Shareholders are selling their shares to the Third Party.

47.3 The Drag Along Notice must specify:

47.3.1 the details of the Third Party;

47.3.2 the price payable for each share and other consideration (if any) to be received (directly or indirectly) by the Selling Shareholders; and

47.3.3 any other material terms upon which the Other Shareholders' shares shall be purchased pursuant to the Drag Along Notice.

47.4 If any Other Shareholder shall not, within five business days of being required to do so, execute and deliver transfers in respect of the shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then the Selling Shareholders shall be entitled to execute, and shall be entitled to authorise and instruct such person as they think fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant shares, deliver such transfer(s) and certificate(s) or indemnities to the Third Party (or his nominee) and register such Third Party (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

47.5 The Other Shareholders are not obliged to sell their shares in accordance with this Article 47 if the Selling Shareholders do not complete the sale of all of the Selling Shareholders' shares to the Third Party on the same terms and conditions set out in the Drag Along Notice.

#### **48. TAG ALONG**

- 48.1 If at any time the Founders (the Transferring Shareholders) propose to sell to any person (Proposed Buyer), in one or a series of related transactions, such number of shares which when registered would result in the Proposed Buyer (together with persons connected or acting in concert with him) holding or increasing his holding to 50% or more of the issued equity share capital of the Company (Proposed Sale), the Transferring Shareholders shall give written notice (Tag Along Notice) to the other holders of shares of the Proposed Sale at least 10 Business Days prior to the proposed date of completion thereof.
- 48.2 The Tag Along Notice must specify:
- 48.2.1 the details of the Proposed Buyer;
  - 48.2.2 the sale price for each share and other consideration (if any) to be received (directly or indirectly) by the Transferring Shareholders; and
  - 48.2.3 any other material terms upon which the shares are to be purchased.
- 48.3 The Proposed Sale may not be completed unless the Proposed Buyer has unconditionally offered to buy all the other issued shares (other than any shares already owned by the Proposed Buyer or persons connected or acting in concert with him) on the same terms and conditions as apply to the Proposed Sale. Such offer shall remain open for acceptance for not less than 21 days.
- 48.4 The provisions of this Article 47 shall not apply to any Proposed Sale which is to take place pursuant to a Third Party Offer under Article 47.1.

#### **49. PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES**

- 49.1 This Article applies where:
- 49.1.1 there has been a consolidation or division of shares; and
  - 49.1.2 as a result, shareholders are entitled to fractions of shares.
- 49.2 The directors may:
- 49.2.1 sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable;
  - 49.2.2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
  - 49.2.3 distribute the net proceeds of sale in due proportion among the holders of the shares.
- 49.3 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.

- 49.4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

## DIVIDENDS AND OTHER DISTRIBUTIONS

### 50. PROCEDURE FOR DECLARING DIVIDENDS

- 50.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 50.2 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.
- 50.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 50.4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 50.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 50.6 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.
- 50.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

### 51. CALCULATION OF DIVIDENDS

- 51.1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be:
- 51.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
- 51.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 51.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

### 52. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

- 52.1 If:



52.1.1 a share is subject to the Company's lien; and

52.1.2 the directors are entitled to issue a lien enforcement notice in respect of it or sums that are due to the Company by the holder of that share, then

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company by the holder of that share to the extent that they are entitled to require payment under a lien enforcement notice.

52.2 Money so deducted must be used to pay any of the sums payable by the holder of the share to the Company or in respect of that share.

52.3 The Company's lien over a share:

52.3.1 shall take priority over any third party's interest in that share; and

52.3.2 extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

52.4 The Company must notify the distribution recipient in writing of:

52.4.1 the fact and amount of any such deduction;

52.4.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

52.4.3 how the money deducted has been applied.

## CAPITALISATION OF PROFITS

53. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

53.1 Article 36(1) of the Model Articles shall apply as of the words "Subject to the articles, the" were deleted and replaced by the word "The".

53.2 Article 36(3) (b) of the Model Articles shall be deleted and replaced with the words "in the same proportions as a dividend would have been distributed to them if there were only one class of shares".

53.3 Article 36(3) of the Model Articles shall apply:

(a) as if the words "equal to the capitalised sum" were deleted and the words "determined by the directors" were inserted in their place; and

(b) as if the words "or partly paid (as the directors may decide)" were inserted immediately after the word "paid".

- 53.4 Article 36(4) of the Model Articles shall be amended by inserting the phrase "in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or" after the words "may be applied".

## PART 4, DECISION-MAKING BY SHAREHOLDERS

### ORGANISATION OF GENERAL MEETINGS

#### 54. CONVENING GENERAL MEETINGS

The directors may call general meetings and, on the requisition of shareholders pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the Companies Act 2006. If the Company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting.

#### 55. NOTICE OF GENERAL MEETINGS

- 55.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice 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 (90%) in nominal value of the shares at the meeting, giving that right.

- 55.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

- 55.3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all shareholders, to all persons entitled to a share in consequence of the death or bankruptcy of a shareholder (if the Company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the Company.

- 55.4 The omission to give notice of a meeting to any person entitled to receive notice shall invalidate the proceedings at that meeting.

#### 56. RESOLUTIONS REQUIRING SPECIAL NOTICE

- 56.1 If the Companies Act 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.

- 56.2 Where practicable, the Company must give the shareholders notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the shareholders at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.

- 56.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 56.1.

57. QUORUM FOR GENERAL MEETINGS

No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of the Companies Act 2006, two qualifying persons (as defined in section 318(3) of the Companies Act 2006) entitled to vote upon the business to be transacted shall be a quorum, provided that if the Company has only a single shareholder, the quorum shall be one such qualifying person.

58. ADJOURNMENT

Article 41(1) of the Model Articles shall be amended by inserting the following sentence at the end of the first sentence of that article: "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved"

VOTING AT GENERAL MEETINGS

59. VOTING: GENERAL

- 59.1 Subject to any rights or restrictions attached to any shares as set out in these Articles ( including at all times Article 24.2), on a show of hands, every shareholder who, being entitled to attend such meeting and vote, (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a shareholder, in which case he shall have more the aggregate of their own vote and the party they are representing) shall have the number of votes as set out in Articles 24.2

- 59.2 No shareholder shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.

- 59.3 In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.

- 59.4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

60. POLL VOTES

- 60.1 On a poll every shareholder who is entitled to attend such meeting and vote (being an individual is present in person or by proxy or (being a corporation) is present by a duly authorised representative

or by proxy shall have one vote for every share of which he is the holder. On a poll, a shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

60.2 Article 44(2) of the Model Articles shall be amended by the insertion of the following sub-paragraph as article 44(2) (e):

60.2.1 "a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right."

60.3 Article 44(3) of the Model Articles shall be amended by inserting the following sentence at the end of the Article "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made".

60.4 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

60.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

60.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

## 61. CONTENT OF PROXY NOTICES

61.1 Subject to the provisions of these Articles, a shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder.

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

61.2.1 states the name and address of the shareholder appointing the proxy;

61.2.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

61.2.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

61.2.4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company:

- (a) subject to Article 59.2, in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
- (b) in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

61.3 Article 45(3) of the Model Articles shall be amended by the addition of the following at the end of the article "and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting."

## 62. DELIVERY OF PROXY NOTICES

62.1 Any notice of a general meeting must specify the address or addresses (proxy notification address) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

62.2 Article 46(1) of the Model Articles shall be amended by inserting the words: "to a proxy notification address" at the end of that Article.

62.3 A notice revoking a proxy appointment only takes effect if it is received by the Company:

62.3.1 Subject to Articles 62.3.2 and 62.3.3, in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;

62.3.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll; or

62.3.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be invalid.

- 62.4 In calculating the periods referred to in Article 61 (Content of proxy notices) and this Article 62, no account shall be taken of any part of a day that is not a working day.

63. REPRESENTATION OF CORPORATIONS AT MEETINGS

Subject to the Companies Act 2006, a company which is a shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the Company or at a separate meeting of the holders of a class of shares of the Company (corporate representative). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

WRITTEN RESOLUTIONS

64. WRITTEN RESOLUTION

A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with chapter 2 of part 13 of the Companies Act 2006.

PART 5, MISCELLANEOUS PROVISIONS, COMMUNICATIONS

65. MEANS OF COMMUNICATION TO BE USED

- 65.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

65.1.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;

65.1.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;

65.1.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

65.1.4 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 65.1, no account shall be taken of any part of a day that is not a working day.

- 65.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of the Companies Act 2006.
- 65.3 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint holders. Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders. The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register.
- 65.4 The Company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

#### ADMINISTRATIVE ARRANGEMENTS

##### 66. COMPANY SEALS

Article 49(3) of the Model Articles shall be amended by the insertion of the words "by either at least two authorised persons or" after the word "signed".

#### DIRECTORS' INDEMNITY AND INSURANCE

##### 67. INDEMNITY

67.1 Subject to Article 67.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any Connected Company) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

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

67.1.2 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 67.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

67.3 In this Article 67:

67.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

67.3.2 a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or a Connected Company (including any Company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006) and may, if the shareholders so decide, include any person engaged by the Company (or any Connected Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## 68. INSURANCE

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

68.2 In this Article:

68.2.1 a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or a Connected Company (including any Company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006);

68.2.2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any Connected Company or any pension fund or employees' share scheme of the Company or Connected Company; and



68.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.