

**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN SPECIAL RESOLUTION**

**- of -
Fantoo LIMITED**

Circulated on 07th November 2017

The following resolution was duly passed as an Ordinary Resolution 1 and a Special Resolution 2(i) and 2(ii) on 15th November 2017 by way of written resolution pursuant to chapter 2 of part 13 of the Companies Act 2006 (the "Act").

1. ORDINARY RESOLUTION

THAT the directors of the company be hereby authorised generally and unconditionally pursuant to and in accordance with section [550/551] of the Companies Act 2006 to exercise all the powers of the company to allot shares or to grant rights to subscribe for or convert any security into shares in the company up to an aggregate nominal amount of £41.0211 at any time or times during the period of five years from the date hereof save that the company may, pursuant to this authority, make offers or agreements before the expiry of this authority which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offers or agreements as if the authority conferred by this resolution had not expired.

2. SPECIAL RESOLUTION

- i. THAT, subject to the passing of resolution (a) above, pursuant to Section 570 of the Companies Act 2006 the provisions of Section 561(1) of the said Act shall not apply to the allotment of any shares which at the time of passing of this resolution the directors propose to allot provided that such allotment is made within one month of the passing of this resolution and is limited to equity securities up to an aggregate nominal amount of £41.0211.
- ii. THAT the regulation attached hereto and initialled by a director for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles.

Dated 1st December 2017

Name (Director) Jordan Fantaay

Signature 

WEDNESDAY



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COMPANIES HOUSE

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FANTOO LIMITED (the "Company") (Company Number: 08026850)

(Adopted by special resolution passed on 2017)

1. Interpretation

1.1. In these Articles, unless the context otherwise requires:

A Ordinary Shares	means the A Ordinary Shares of £0.0001 each in the capital of the Company and A Ordinary Shareholder means a holder of any of those shares;
Accepting Shareholder	has the meaning given in Article 7.5;
Acting in Concert	bears the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);
Articles	means the Company's Articles of Association;
Asset Sale	means the disposal by the Company of all or substantially all of its undertaking and assets;
B Investment Shares	means the B Investment Shares of £0.0001 each in the capital of the Company and B Investment Shareholder means a holder of any of these shares;
Bad Leaver	has the meaning given in Article 15.7.2;
Board	means the board of Directors;
Business Day	means 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;
Buyer	has the meaning given in Article 7.1;
Called Shares	has the meaning given in Article 8.2.1;
Called Shareholder	has the meaning given in Article 8.1;

Civil Partner	means, in relation to an individual Shareholder, a civil partner as defined in the Civil Partnerships Act 2004;
Companies Act	the Companies Act 2006;
Completion Date	has the meaning given in Article 8.5;
Controlling Interest	means 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;
Directors	means the directors of the Company from time to time, and Director means any one of them;
Drag Along Notice	has the meaning given in Article 8.2;
Drag Along Option	has the meaning given in Article 8.1;
Effective Termination Date	means the date on which the Founder's employment or consultancy terminates whichever is the latest;
Employee	means an individual who is employed by the Company or engaged (either directly or through an incorporated service company or a limited liability partnership) as a consultant by the Company;
Evaluation Event	means an Asset Sale, a Share Sale, IPO or Qualifying Fundraising which values the Company or its assets at a value of at least £5,000,000 (before costs, fees or special distributions);
Fair Price	has the meaning given in Article 15.6.1;
Family Member	as regards any particular individual Shareholder or deceased or former individual Shareholder: <ul style="list-style-type: none"> a) his spouse or Civil Partner or any former spouse or former civil partner, and b) his surviving spouse or Civil Partner or any former spouse or former Civil Partner; and c) all his lineal descendants and ascendants in direct line of that individual and their lineal descendants and a husband or wife or former husband or wife or widower or widow of any of the above persons. A step-child or adopted child or illegitimate child of any person shall be deemed to be a lineal descendant of such person and of the lineal ascendants of such person;
Family Trust	means, in relation to an individual Shareholder, a trust or settlement set up wholly for the benefit of that individual Shareholder ("Settlor") and/or the Settlor's Privileged Relations;

First Offer Period	has the meaning given in Article 6.2.3;
Founder	means Jordan Fantaa and Seena Saini;
Fund	means each of the North East Technology Fund LP (registered number LP013737) and the North East Accelerator Fund LP (registered number LP013775);
Good Leaver	has the meaning given in Article 15.7.1;
Growth Shares	means the growth shares of £0.0001 each in the capital of the Company from time to time;
Holdco	means North East Finance (Holdco) Limited (company number 7000577);
Holdco Successor	means any direct or indirect subsidiary or holding company of Holdco or any financial institution having the same or similar objects to Holdco;
Investment Fund	means a fund, partnership, company, investment trust or other entity whose principal business is to make investments and whose business is managed by a person whose principal business is to make, manage or advise upon investments;
IPO	<i>means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) to or the grant of permission by any like authority for the same to be admitted to or traded or quoted on Nasdaq or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);</i>
Issue Price	has the meaning given in Article 15.6.3;
Leaver	has the meaning given in Article 15.2.2;
Leaving Date	means: <ul style="list-style-type: none"> (a) where employment ceases by virtue of notice given by the Company to the employee, the date on which such notice expires; (b) where a contract of employment is terminated by the Company and a payment is made in lieu of notice, the date on which notice of termination was served; (c) where a Relevant Employee dies, the date of his death;

	(d) where the Relevant Employee concerned is an officer, the date on which his service agreement (or other terms of appointment) with the Company is terminated, or the date of his resignation, retirement or termination;
	(e) where the Relevant Employee concerned retires, the date of his retirement from the Company; or
	(f) in any other case, the date on which the employment or holding of office is terminated;
Member of the Same Group	means, as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of any such parent undertaking;
Model Articles	<i>means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and for ease of reference annexed as Appendix 1 to these Articles;</i>
Offer	has the meaning given in Article 7.2;
Offer Notice	has the meaning given in Article 7.3;
Offer Period	has the meaning given in Article 7.3;
Offer Shares	has the meaning given in Article 7.3.4;
Offered Shares	has the meaning given in Article 14.1;
Permitted Transferee	means in relation to a Shareholder: <p>(a) who is an individual, to any of his Privileged Relations, Family Trusts or to the trustees of those Family Trusts;</p> <p>(b) that is an undertaking (as defined in section 1161(1) of the Companies Act), to any Member of the Same Group;</p>
Price	has the meaning given in Article 6.2.2.2;
Privileged Relation	means the spouse, sibling, Civil Partner, widow or widower of a Shareholder and the Shareholder's children and grandchildren (including step and adopted children), and step and adopted children of the Shareholder's children;
Proposed Buyer	has the meaning given in Article 8.1;
Proposed Transfer	has the meaning given in Article 7.1;

Proposing Transferor	has the meaning given in Article 14.1;
Purchase Notice	has the meaning given in Article 6.2.4;
Purchasing Shareholder	has the meaning given in Article 6.2.4;
Qualifying Fundraising	means an equity fundraising of the Company pursuant to which shares in the capital of the Company representing more than 5% of the entire issued share capital on a fully diluted basis are issued to any person who is not a Shareholder as at the date of adoption of the Articles;
Qualifying Shareholder	means a Shareholder holding 25% or more of the issued A Ordinary Shares for the time being;
Related Company	has the meaning given in Article 13.2;
Relevant Employee	has the meaning given in Article 15.2.1;
Sale Date	has the meaning given in Article 7.3;
Sellers' Shares	has the meaning given in Article 8.1;
Selling Shareholder	has the meaning given in Article 8.1;
Share Sale	means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him, together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;
Shareholders	means all or any of those persons whose names are entered in the register of members of the Company, and Shareholder shall mean any one of them;
Shares	all or any Shares in the Company;
Specified Price	has the meaning given in Article 7.2;
Transfer Notice	has the meaning given in Article 6.2.1;
Transfer Price	has the meaning given in Article 15.6.2;
Transferring Shares	has the meaning given in Article 6.2.1;
Transferring Shareholder	has the meaning given in Article 6.2.1; and

Vesting Start Date means the date that the relevant Founder is registered as a Shareholder of the Company.

- 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 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. A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1. any subordinate legislation from time to time made under it; and
 - 1.5.2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6. 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 following those terms.
- 1.7. The singular includes the plural, the masculine includes the feminine and, in each case, vice versa.
- 1.8. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.9. Articles 13 and 14 of the Model Articles shall not apply to the Company.

2. Quorum for general meetings

The quorum for a general meeting shall be at least 2 Shareholders holding a majority of the A Ordinary Shares.

3. Directors' conflicts of interest

If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director shall be counted as participating in the decision-making process for quorum or voting purposes, provided that he has declared the nature and extent of such interest as required by the Companies Act.

4. Casting vote

If the numbers of votes for and against a proposal at a meeting of the Directors are equal, the chairman or other Director chairing the meeting shall have a casting vote.

5. **Directors' authority to allot**

- 5.1. The Directors are generally and unconditionally authorised, in accordance with section 551 of the Companies Act, to exercise all the powers of the Company to allot Shares or to grant rights or to subscribe for or convert any security into Shares up to a maximum nominal value of £500.
- 5.2. The authority contained in Article 5.1 shall expire on the day five years after the date of the adoption of these Articles.

6. **Pre-emption rights of shareholders**

- 6.1. Sections 561 and 562 of the Companies Act are excluded as regards B Investment Shares and Shareholders holding B Investment Shares provided that such sections shall apply mutatis mutandis in respect of A Ordinary Shares and Shareholders holding such A Ordinary Shares. The foregoing provisions of this Article 6.1 shall not apply in relation to further issues of A Ordinary Shares where each A Ordinary Shareholder is notified by the Board 5 Business Days in advance and is entitled to participate so as to preserve or increase their then proportionate shareholdings.
- 6.2. Subject to Articles 9.4 and 13, A Ordinary Shareholders shall not transfer any A Ordinary Shares, except in the circumstances set out in Articles 6.2.1 to 6.2.9 and, for the avoidance of doubt and without prejudice to the generality of Article 26 of the Model Articles, the Board may refuse to register the transfer of any A Ordinary Share, if it has not been transferred in accordance with Articles 6.2.1 to 6.2.9.
 - 6.2.1. Any A Ordinary Shareholder who wishes to transfer any A Ordinary Shares (the "**Transferring Shareholder**") shall before transferring or agreeing to transfer such shares (the "**Transferring Shares**") or any interest in them, first offer those Transferring Shares to the existing A Ordinary Shareholders, by giving irrevocable written notice to the Company (a "**Transfer Notice**").
 - 6.2.2. The Transfer Notice shall specify:
 - 6.2.2.1. the number of Transferring Shares the Transferring Shareholder wishes to transfer; and
 - 6.2.2.2. the price (in cash) and any other consideration, at which the *Transferring Shareholder wishes to transfer the Transferring Shares* (which shall be the price offered to the Transferring Shareholder by a bona fide third party for the Transferring Shares, or in the absence of such an offer, the price calculated pursuant to Articles 6.2.7 and 6.2.8, in which case the Transfer Notice shall not specify a price) (the "**Price**").
 - 6.2.3. Upon receipt of the Transfer Notice, the Board shall as soon as reasonably practicable, offer the Transferring Shares to the other A Ordinary Shareholders, inviting those A Ordinary Shareholders to state by notice in writing to the Company within 10 Business Days of the offer by the Board (the "**First Offer Period**"), whether they are willing to purchase at the Price, such number of Transferring Shares as corresponds to the proportion of other A Ordinary Shares held by them respectively.
 - 6.2.4. Each A Ordinary Shareholder who wishes to purchase the shares offered

to him in accordance with Article 6.2.3 above, (a **"Purchasing Shareholder"**) may within the First Offer Period, serve notice (the **"Purchase Notice"**) on the Board specifying how many Transferring Shares he wishes to purchase.

- 6.2.5. If following the expiry of the First Offer Period there remain Transferring Shares not accepted by A Ordinary Shareholders, the Board shall reoffer the unaccepted Transferring Shares to the Purchasing Shareholders within a further 10 Business Days, in the appropriate proportions until such time as the Transferring Shares are exhausted or no further acceptances are forthcoming from Purchasing Shareholders and the Board shall conduct such process as it sees fit.
- 6.2.6. Any Transferring Shares not accepted pursuant to Articles 6.2.4 and 6.2.5 may be transferred by the Transferring Shareholder to any person, provided the transfer is at the Price and takes place within 60 Business Days of the end of the First Offer Period.
- 6.2.7. If there is no bona fide third party offer for any of the Transferring Shares, the Price shall be such price per Transferring Share as may be determined by the accountants for the time being of the Company as the fair value thereof. The Board shall instruct such accountants to specify such fair value as soon as practicable upon receipt of the Transfer Notice not having the Price specified therein and such accountants shall, acting as experts and not arbitrators, calculate the fair value on such bases as they consider most applicable, but without discount for minority or uplift for majority shareholdings and their costs and expenses shall be borne equally by the Company and the Transferring Shareholder.
- 6.2.8. In determining the fair value of the Transferring Shares, the accountants will rely on the following assumptions: the sale is between a willing seller and a willing buyer of the Transferring Shares, the Company is carrying on its business as a going concern and shall continue to do so, the Transferring Shares are sold free of all restrictions, liens, charges and other encumbrances and the sale is taking place on the date the accountants were instructed to calculate the fair value.
- 6.2.9. Following completion of the procedure in respect of the Transferring Shares set out in Articles 6.2.1 to 6.2.8, the Transferring Shareholder shall sell the Transferring Shares as required and shall execute and deliver to the Board stock transfer forms relating to the Transferring Shares as required by the Board against receipt of the Price which the Board may receive from and transfer on behalf of purchasers.
- 6.3. The provisions of Article 6.2 above shall not apply with regard to B Investment Shares. Any B Investment Shareholder shall be entitled to transfer or transmit B Investment Shares to such persons and at such prices as they see fit, provided that such transfer is in respect of the B Investment Shareholder's entire holding of B Investment Shares to a single transferee (except with the prior sanction of a resolution of the Board).
- 6.4. Any offer of shares to a Fund made pursuant to the provisions of the Companies Act or otherwise pursuant to this Article 6 shall, as that Fund may direct, entitle either:
 - 6.4.1. that Fund; or

6.4.2. any person to whom that Fund may transfer its Shares in accordance with these Articles at the time at which such offer is made,

to subscribe for or acquire such Shares.

7. Tag along rights on a change of control

7.1. The provisions of Articles 7.2 to 7.6 shall apply if, in one or a series of related transactions, one or more Shareholders propose to transfer any Shares ("**Proposed Transfer**") which would, if carried out, result in any person ("**Buyer**"), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company.

7.2. Before making a Proposed Transfer, each Shareholder proposing to transfer Shares shall procure that the Buyer makes an offer ("**Offer**") to all of the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 12 months preceding the date of the Proposed Transfer ("**Specified Price**").

7.3. The Offer shall be given by written notice ("**Offer Notice**"), at least 30 Business Days ("**Offer Period**") before the proposed sale date ("**Sale Date**"). To the extent not described in any accompanying documents, the Offer Notice shall set out:

7.3.1. the identity of the Buyer;

7.3.2. the purchase price and other terms and conditions of payment;

7.3.3. the Sale Date; and

7.3.4. the number of Shares proposed to be purchased by the Buyer ("**Offer Shares**").

7.4. If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with Articles 7.2 and 7.3, the Shareholders proposing to transfer Shares shall not be entitled to complete the Proposed Transfer and the Directors shall not register any transfer of Shares effected in accordance with the Proposed Transfer.

7.5. If the Offer is accepted in writing by any Shareholder ("**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.

7.6. If any Accepting Shareholder does not, at the time appointed for completion of the Proposed Transfer, deliver a duly executed stock transfer form in respect of the Offer Shares then the defaulting Accepting Shareholder shall be deemed to have irrevocably appointed any Director to be his agent or attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for such Accepting Shareholder) of the consideration payable for the Offer Shares. After the Buyer has been registered as the holder of such Offer Shares the validity of such proceedings shall not be questioned by any such person. Failure to produce a Share certificate shall not impede the registration of Shares under this Article 7.

8. Drag along Option

- 8.1. If the holders of a majority percentage of the A Ordinary Shares in issue for the time being ("**Selling Shareholders**") wish to transfer all of their interest in the Shares ("**Sellers' Shares**") to a bona fide arm's length purchaser ("**Proposed Buyer**"), the Selling Shareholders may require all other Shareholders ("**Called Shareholders**") to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article ("**Drag Along Option**").
- 8.2. The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect ("**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 8.2.1. that the Called Shareholders are required to transfer all their Shares ("**Called Shares**") pursuant to this Article 8;
 - 8.2.2. the person to whom the Called Shares are to be transferred;
 - 8.2.3. the consideration payable for the Called Shares which shall, for each Called Share, be an amount equal to the price per Share offered by the Proposed Buyer for the Sellers' Shares; and
 - 8.2.4. the proposed date of the transfer.
- 8.3. Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 8.4. No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 8.
- 8.5. Completion of the sale of the Called Shares shall take place on such date as the Proposed Buyer may specify pursuant to Article 8.2.4 ("**Completion Date**"). The Completion Date shall be such specified date unless the Proposed Buyer, all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of them.
- 8.6. On the Completion Date the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Proposed Buyer against payment of the amounts they are due for their Shares pursuant to Article 8.2.3.
- 8.7. If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any Director to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a Share certificate shall not impede the registration of Shares under this Article 8.

9. Rights attaching to Shares

- 9.1. The share capital of the Company shall comprise A Ordinary Shares, B Investment Shares and Growth Shares. The A Ordinary Shares, B Investment Shares and Growth Shares shall rank pari passu in all respects, save as provided in these Articles.
- 9.2. The B Investment Shares shall have no voting rights attached to them, and holders of B investment Shares shall not have the right to receive notices of any general meetings, or the right to attend at such general meetings.
- 9.3. No dividend shall be payable in respect of any Shares unless and until the amount of such dividend when aggregated with all dividends then payable to the holder of such Shares exceeds the sum of £50 and all the dividends declared but not paid pursuant to this Article 9.3 shall be held by the Company as dedicated retained dividends on trust for such holder of Shares and shall be payable to such persons either upon the winding up of the Company or when the cumulative value of such withheld dividends exceeds £50.
- 9.4. The rights attaching to the Growth Shares shall be as follows:
 - 9.4.1. Conversion
 - 9.4.1.1. Subject to Article 9.4.1.2 the Growth Shares shall automatically convert into and be re-designated as an equivalent number of A Ordinary Shares immediately prior to an Evaluation Event occurring. Such conversion will be deemed to be effective immediately prior to an Evaluation Event occurring and, if an Evaluation Event does not become effective or does not take place, such conversion shall be deemed not to have occurred. Further, it shall be a pre-condition to completion of an Evaluation Event that such conversion into A Ordinary Shares takes place. The Company shall give no less than 10 Business Days' notice to the holder of the Growth Shares prior to the intended completion of the Evaluation Event.
 - 9.4.1.2. The A Ordinary Shares arising upon the conversion of the Growth Shares shall rank pari passu with the existing issued A Ordinary Shares. The Company shall on the date of the conversion of the Growth Shares enter the holder of the Growth Shares so converted on the register of members of the Company as the holder of the relevant number of A Ordinary Shares and, subject to the holder of the Growth Shares delivering the relevant certificate (or indemnity or other evidence) in respect of the Growth Shares, in accordance with this Article, the Company shall within 10 Business Days' thereafter, forward to the holder of the Growth Shares by post to his address shown in the register of members, at his own risk, free of charge, a definitive certificate for the appropriate number of fully paid A Ordinary Shares, unless there is a subsequent purchase of such A Ordinary Shares by a third party within such 10 Business Day period.

- 9.4.1.3. If the Growth Shares are to be converted into A Ordinary Shares with a total nominal value greater than the nominal value of the Growth Shares, the Company shall issue such A Ordinary Shares to the holder of the Growth Shares by way of special dividend, such shares to be issued fully paid up by the capitalisation of amounts standing to the credit of the share premium account or any other available reserves of the Company as determined by the Board. Such capitalisation shall be automatic and shall not require any action on the part of the Shareholders and the Directors shall allot the shares arising on such capitalisation to the holder of the Growth Shares in accordance with this Article.
- 9.4.1.4. The Growth Shares shall only be convertible pursuant to Article 9.4.1.1.
- 9.4.1.5. Sections 561 and 562 of the Companies Act shall apply to the Growth Shares, which shall benefit from the pre-emption provisions contained in Article 6, as if an Evaluation Event had occurred and the Growth Shares had been converted into A Ordinary Shares pursuant to Article 9.4.1.1, save that the class of share which shall be issued to the holders of Growth Shares, upon exercise of such pre-emption rights, shall be Growth Shares and the price to be paid for such shares shall be as agreed with HM Revenue & Customs by the holders of the Growth Shares.
- 9.4.2. Income
- The holder of the Growth Shares (in their capacity as such) shall have no right to receive any dividend.
- 9.4.3. Capital
- The holder of the Growth Shares (in their capacity as such) shall have no right, (i) to receive any payment on a return of assets or liquidation or capital reduction, or otherwise or (ii) to receive any payment on a Share Sale or Asset Sale or an IPO.
- 9.4.4. Voting
- The holder of the Growth Shares (in their capacity as such) shall not be entitled to receive notice of or to attend, speak or vote at any general meeting of the Company or to receive a copy of or to vote on any written resolution of the Company.
- 9.4.5. Rights attaching to the Growth Shares
- The Growth Shares shall only be convertible pursuant to Article 9.4.1.
- 9.4.6. Change to rights
- No change to the rights of the Growth Shares shall be permitted without the prior written consent of the holders of at least 75% of the Growth Shares, from time to time.

10. Purchase of Own Shares

- 10.1. Subject to the Companies Act but without prejudice to any other provision of these Articles, save for as per Article 10.2 below, the Company may purchase its own shares with cash up to any amount in a financial year not exceeding the lower of:

10.1.1. £15,000; and

10.1.2. the value of 5% of the Company's share capital.

- 10.2. The provisions of Article 6.2 shall not apply to this Article 9.4.

11. Electronic Communication

- 11.1. Without prejudice to Article 48 of the Model Articles, notices and any other communications sent or supplied, by or to Shareholders or Directors under these Articles may be sent or supplied by electronic means as defined in section 1168 of the Companies Act (including via a website, chatroom, extranet, intranet, blog, online social network or forum or other similar mechanism duly notified to such Shareholder or Director or by electronic mail to any email address supplied to the Company, its officers or agents in writing by such Shareholders or Directors).
- 11.2. For the purposes of Article 11.1 above, the Company can assume that any email addresses supplied to the Company, its officers or agents by Shareholders or Directors are up to date and current, and it is the sole responsibility of each Shareholder and Director to update the Company as to any changes in their email addresses, and to ensure that the Company has and uses the correct email address. In this regard, all Shareholders and Directors agree that the Company has no responsibility to any Shareholder or Director who fails to receive any notice or other communication as a result of the Shareholder or Director failing to comply with this Article 11.2.
- 11.3. When any notice or communication is sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, an email shall be sent to Shareholders to inform them of the existence of the notice or communication made on such website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism in accordance with Schedule 5 of the Companies Act.
- 11.4. *Any notice or communication sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, shall be deemed to have been served on the intended recipient 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, and any notice or communication sent by electronic mail or fax shall be deemed to be delivered at the time it was sent and shall be deemed to have been received 24 hours after its transmission.*
- 11.5. The Company's obligation to send or supply any notice or communication to Shareholders or Directors is satisfied when the Company transmits an electronic message and the Company is not responsible for a failure in transmission beyond its control.
- 11.6. Each Shareholder and Director shall for the purposes of paragraph 6 and paragraph 9 of Schedule 5 of the Companies Act, be deemed to have agreed to accept notices

or communications from the Company in electronic form, and to them being made available on a website, by providing a copy of his email address and expressly consenting to that email address being used for the purpose of receiving notices or communications from the Company in electronic form, and to the Company making information available on a website.

12. Board Representation

- 12.1. Any Qualifying Shareholder shall be entitled to be a Director of the Board, or to appoint one nominee Director to the Board, and to remove and replace such nominee Director upon written notice to the Board, provided that such nominee Director shall have been previously approved by the Board such approval not to be unreasonably withheld or delayed.
- 12.2. Any Director appointed to the Board in accordance with Article 12.1 above shall immediately resign as a Director should his appointing Qualifying Shareholder, cease to be a Qualifying Shareholder.

13. Permitted Transfers

- 13.1. Notwithstanding any other provision of these Articles, the transfers set out in this Article 13 shall be permitted without restriction and the powers of the directors to refuse to register transfers pursuant to Article 26(5) of the Model Articles shall not apply to the transfers set out in this Article 13.
- 13.2. Any Shareholder who is a body corporate shall be entitled to transfer all or any of its shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a "**Related Company**") but if a Related Company whilst it is a holder of shares shall cease to be a Related Company in relation to the body first holding the relevant shares it shall, within 15 Business Days of so ceasing, transfer the shares held by it to such body.
- 13.3. Any Shareholder who is a Fund shall be entitled to transfer all or any of its Shares to Holdco or to a Holdco Successor and Holdco shall be entitled to transfer all or any of its Shares to a Holdco Successor.
- 13.4. Any Shareholder may transfer all or any of its Shares to any person, body, firm or partnership whose business comprises to a material extent the holding for investment purposes of securities in and/or the provision of debt and other financial facilities to United Kingdom unlisted companies and includes any subsidiary, nominee, custodian or manager used by such person, firm or partnership to hold such investments or to make available such facilities.
- 13.5. A Shareholder who is an Investment Fund may transfer shares to:
 - 13.5.1. any unitholder, shareholder, partner, participant in or manager of (or any employee of such manager) the Investment Fund;
 - 13.5.2. any other Investment Fund managed or advised by the same manager as the transferring Investment Fund or to any Related Company of such manager; or
 - 13.5.3. any trustee or nominee of or custodian for the Investment Fund or any other transferee under Articles 13.2, 13.5.1 or 13.5.2.

- 13.6. Any Shareholder which is a limited partnership may transfer Shares to any partner in such limited partnership acting in such capacity (provided such transfer is made in accordance with the fund or partnership agreement governing such entity or partnership).
- 13.7. Any shares which are held by a Shareholder on behalf of any collective investment scheme (within the meaning of section 235 of the Financial Services and Markets Act 2000), may be transferred to participants (within the meaning of that section), in the scheme in question.
- 13.8. Any Shareholder who is a trustee or nominee of or a custodian for an Investment Fund shall be entitled to transfer all or any of its shares to the Investment Fund or to any of the persons referred to in Articles 13.2, 13.5.1, 13.5.2 or 13.5.3.
- 13.9. Subject to Articles 13.10 and 13.11, any Shareholder who is an individual may at *any time transfer Shares held by him to a person or persons shown to the reasonable satisfaction of the Board to be a Family Member of his.*
- 13.10. No Shares shall be transferred under Article 13.9 by an individual who previously acquired those Shares by way of transfer under Article 13.9 save to another individual who is a Family Member of the original holder of such Shares.
- 13.11. If
 - 13.11.1. any person has acquired Shares as a Family Member of a Shareholder by way of one or more transfers permitted under Article 13.9; and
 - 13.11.2. that person ceases to be a Family Member of that Shareholder,that person shall forthwith transfer all the Shares then held by that person back to that Shareholder, for such consideration as they agree, within 15 Business Days of the cessation.
- 13.12. If the personal representatives of a deceased Shareholder are permitted under these Articles to become registered as the Shareholders of any of the deceased shareholder's shares and elect to do so, those Shares may at any time be transferred by those personal representatives under Article 13.9 to any person to whom the deceased Shareholder could have transferred such Shares under this Article 13 if he had remained the Shareholder of them. No other transfer of such Shares by personal representatives shall be permitted under this Article 13.
- 13.13. Notwithstanding any other provision of this Article 13, a transfer of Shares approved in writing by the holders of a majority percentage of the A Ordinary Shares in issue from time to time, may be made without any price or restriction and any such transfer shall be registered by the Directors.

14. Compulsory Transfers

- 14.1. If a Founder ceases to be an Employee (the "**Proposing Transferor**") such Founder will be deemed to have given a transfer notice to the Company in respect of the Offered Shares (as defined below) on the last day of his employment, consultancy or directorship ("**Founder Leaver Notice**"). The Founder Leaver Notice will constitute an offer to sell a proportion of the Proposing Transferor's shareholding at par to the other Founders (or where there are no other Founders, to the other A Ordinary Shareholders) proportionately to their existing holding of Shares and

except with the unanimous written consent of each Director of the Company (excluding for these purposes the Proposing Transferor), the proportion of the Founder's Shares to be so offered under the Founder Leaver Notice (the "Offered Shares") shall be as follows:

- 14.1.1. 100% if the Effective Termination Date occurs within 12 months of the Vesting Start Date for that Founder;
 - 14.1.2. 75% if the Effective Termination Date occurs after 12 months but within 15 months of the Vesting Start Date for that Founder;
 - 14.1.3. 68.75% if the Effective Termination Date occurs after 15 months but within 18 months of the Vesting Start Date for that Founder;
 - 14.1.4. 62.5% if the Effective Termination Date occurs after 18 months but within 21 months of the Vesting Start Date for that Founder;
 - 14.1.5. 56.25% if the Effective Termination Date occurs after 21 months but within 24 months of the Vesting Start Date for that Founder;
 - 14.1.6. 50% if the Effective Termination Date occurs after 24 months but within 27 months of the Vesting Start Date for that Founder;
 - 14.1.7. 43.75% if the Effective Termination Date occurs after 27 months but within 30 months of the Vesting Start Date for that Founder;
 - 14.1.8. 37.5% if the Effective Termination Date occurs after 30 months but within 33 months of the Vesting Start Date for that Founder;
 - 14.1.9. 31.25% if the Effective Termination Date occurs after 33 months but within 36 months of the Vesting Start Date for that Founder;
 - 14.1.10. 25% if the Effective Termination Date occurs after 36 months but within 39 months of the Vesting Start Date for that Founder;
 - 14.1.11. 18.75% if the Effective Termination Date occurs after 39 months but within 42 months of the Vesting Start Date for that Founder;¹
 - 14.1.12. 12.5% if the Effective Termination Date occurs after 42 months but within 45 months of the Vesting Start Date for that Founder;
 - 14.1.13. 6.25% if the Effective Termination Date occurs after 45 months but within 48 months of the Vesting Start Date for that Founder; or
 - 14.1.14. 0% if the Effective Termination Date occurs after 48 months of the Vesting Start Date for that Founder.
- 14.2. If the Proposing Transferor after having become bound makes default in transferring the Offered Shares, the Company may receive the purchase money on his behalf, and may permit a duly authorised individual to execute a transfer of such Shares on behalf of the Proposing Transferor in favour of the purchasing Shareholders. For the purposes of authorising an individual to execute a transfer on behalf of the Proposing Transferor in accordance with this Article 14.2, a meeting of the Directors shall be treated as quorate and a resolution shall be capable of being duly passed without the need for the Proposing Transferor being present, represented or voting. The receipt by the Company of the purchase money shall constitute a good

discharge to the purchasing Shareholders. The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the Proposing Transferor.

15. Leavers

15.1. The provisions of this Article shall apply to any Leaver and to any Leaver's Shares, but excluding always the Founders.

15.2. In these Articles:

15.2.1. a Relevant Employee shall mean an employee or officer of the Company;

15.2.2. a Leaver shall mean:

15.2.2.1. any Shareholder who ceases, or has ceased, to be a Relevant Employee;

15.2.2.2. any Shareholder holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such Shareholder was a Permitted Transferee under the provisions of Article 13 (Permitted Transfers) who ceases to be a Permitted Transferee in relation to such person, including without limitation any Shareholder who ceases to be the spouse of a Relevant Employee; or

15.2.2.3. any person who becomes entitled to any Shares:

15.2.2.3.1. on the death of a Shareholder; or

15.2.2.3.2. on the bankruptcy of a Shareholder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a Shareholder (if a company).

15.3. Within the period commencing on the relevant Leaving Date and expiring at midnight on the first anniversary of such date, the Board may serve a notice on the Leaver notifying him that he is, with immediate effect, deemed to have served a Transfer Notice in respect of such number and class of his Leaver's Shares as is specified by the Board, provided that for these purposes:

15.3.1. the Transferring Shares shall comprise the Shares specified by the Board in accordance with Article 15.3;

15.3.2. no proposed transferee shall need to be specified in the Transfer Notice;

15.3.3. the Price shall be determined by Article 15.5;

15.3.4. references to receipt of the Transfer Notice in Article 6.2.3 shall be replaced by the date of determination of the Fair Price if a Fair Price falls to be determined.

15.4. Upon the deemed service of a Transfer Notice by a Leaver in accordance with Article 15.3, the Board shall at their sole discretion, acting reasonably, within 10

Business Days, determine the recipient of the Leaver's Shares which shall be:

- 15.4.1. subject to compliance with the Companies Acts, the Company by way of a share buyback;
 - 15.4.2. into or pursuant to an employees' share scheme as defined by the Companies Acts;
 - 15.4.3. to a replacement employee or officer who is taking over the role of the Leaver; or
 - 15.4.4. to the existing A Ordinary Shareholders of the Company, in which case the provisions of Articles 6.2.1 to 6.2.9 (inclusive) shall apply mutatis mutandis.
- 15.5. In accordance with Article 15.3.3, the Price of the Leaver's Shares shall be:
- 15.5.1. in the case of a Good Leaver, the higher of the Issue Price, the Transfer Price (if applicable) and the Fair Price;
 - 15.5.2. in the case of a Bad Leaver, the higher of the Issue Price and the Transfer Price (if applicable).
- 15.6. In these Articles,
- 15.6.1. the Fair Price shall be such price as the Leaver and the Company shall agree within 10 Business Days of the date of the deemed Transfer Notice or, failing such agreement, such price as shall be determined in accordance with Articles 6.2.7 and 6.2.8;
 - 15.6.2. the Transfer Price shall be in the case of any Leaver's Shares which were originally acquired by that Leaver by way of transfer rather than allotment, the amount paid (in money or monies worth) by such Leaver on such transfer; and
 - 15.6.3. the Issue Price shall be in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium.
- 15.7. In these Articles:
- 15.7.1. a Shareholder shall be deemed to be a Good Leaver in circumstances where the relevant person:
 - 15.7.1.1. subject to Article 15.7.1.6, ceases to be an employee of the Company after being employed by the Company in a full time position for at least 24 months otherwise than where the relevant employee has been determined by the Board acting in its sole reasonable discretion to have committed an act of gross misconduct, dishonesty, fraud, gross negligence, breach of law, breach of regulation, breach of employment terms and/or which is detrimental to the reputation or financial position of the Company;
 - 15.7.1.2. dies;

- 15.7.1.3. suffers a physical or mental deterioration which, in the opinion of the Board, is sufficiently serious to prevent the relevant person from following his normal employment or which seriously prejudices his earning capacity;
 - 15.7.1.4. retires at normal retirement age;
 - 15.7.1.5. subject to Article 15.7.1.6 is an employee of the Company and is made redundant by the Company for any reason, otherwise than where the relevant employee has been determined by the Board acting in its sole reasonable discretion to have committed an act of gross misconduct, dishonesty, fraud, gross negligence, breach of law, breach of regulation, breach of employment terms and/or which is detrimental to the reputation or financial position of the Company;
 - 15.7.1.6. is dismissed by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be unfair or wrongful; or
 - 15.7.1.7. is otherwise deemed by at least 75% of the members of the Board (not including the Leaver, if a director, who shall not be entitled to vote) to be a Good Leaver; and
- 15.7.2. a Shareholder shall be deemed to be a Bad Leaver in circumstances where the relevant person is not deemed to be a Good Leaver.

16. Share certificates

- 16.1. The conditions of issue of any Shares shall not require the Company to issue any Share certificate although the Board may resolve to do so.
- 16.2. The Company shall not be bound to issue more than one certificate in respect of Shares held jointly by two or more persons. Delivery of a certificate to the person first named in the register shall be sufficient delivery to all joint holders.
- 16.3. If the Board resolves to issue a Share certificate it may be issued in electronic format, under seal (by affixing the seal to or printing the seal or a representation of it on the certificate) or signed by at least two Directors or by at least one Director and the Secretary. Such certificate shall specify the number and class of the Shares in respect of which it is issued and the amount or respective amounts paid up on it. The Board may by resolution decide, either generally or in any particular case or cases, that any signatures on any Share certificates need not be autographic but may be applied to the certificates by some mechanical or other means or may be printed on them or that the certificates need not be issued under seal or signed by any person.
- 16.4. Every Share certificate sent in accordance with these Articles will be sent at the risk of the member or other person entitled to the certificate. The Company will not be responsible for any Share certificate lost or delayed in the course of delivery.

Appendix 1

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY SHARES

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PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

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

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 39;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“distribution recipient” has the meaning given in article 31;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

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

“instrument” means a document in hard copy form;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 45;

“shareholder” means a person who is the holder of a share;

“shares” means shares in the company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

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

PART 2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

Directors’ general authority

3. Subject to the articles, the directors are responsible for the management of the company’s business, for which purpose they may exercise all the powers of the company.

Shareholders’ reserve power

- 4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

- 5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

(a) to such person or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

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

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

Committees

6.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

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

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

(a) the company only has one director, and

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

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

8.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

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

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

Participation in directors' meetings

10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

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

Quorum for directors' meetings

11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

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

Chairing of directors' meetings

- 12.—**(1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
 - (3) The directors may terminate the chairman's appointment at any time.
 - (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

- 13.—**(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

- 14.—**(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
 - (3) This paragraph applies when—
 - (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
 - (4) For the purposes of this article, the following are permitted causes—
 - (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or

any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

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

Records of decisions to be kept

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

Directors' discretion to make further rules

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

APPOINTMENT OF DIRECTORS

Methods of appointing directors

17.—(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—

(a) by ordinary resolution, or

(b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 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.

Termination of director's appointment

18. A person ceases to be a director as soon as—

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) *[paragraph omitted pursuant to The Mental Health (Discrimination) Act 2013]*

(f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' remuneration

19.—(1) Directors may undertake any services for the company that the directors decide.

(2) Directors are entitled to such remuneration as the directors determine—

(a) for their services to the company as directors, and

(b) for any other service which they undertake for the company.

(3) Subject to the articles, a director's remuneration may—

(a) take any form, and

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

(4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.

(5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

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

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.

(2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

22.—(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.

(2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

Company not bound by less than absolute interests

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

Share certificates

24.—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and

- (d) any distinguishing numbers assigned to them.
- (3) No certificate may be issued in respect of shares of more than one class.
- (4) If more than one person holds a share, only one certificate may be issued in respect of it.
- (5) Certificates must—
 - (a) have affixed to them the company's common seal, or
 - (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25.—(1) If a certificate issued in respect of a shareholder's shares is—

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

Share transfers

26.—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (3) The company may retain any instrument of transfer which is registered.
- (4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- (5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of shares

27.—(1) If title to a share passes to a transmittee, the company may only recognise the

transmittee as having any title to that share.

(2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

(3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transmittees' rights

28.—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

(2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

(3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

Transmittees bound by prior notices

29. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

(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.

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

(4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

(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.

(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.

(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.

Payment of dividends and other distributions

31.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

(2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

(a) the holder of the share; or

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

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

No interest on distributions

32. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

(a) the terms on which the share was issued, or

(b) the provisions of another agreement between the holder of that share and the company.

Unclaimed distributions

33.—(1) All dividends or other sums which are—

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

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

(2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

(3) If—

(a) twelve years have passed from the date on which a dividend or other sum became due for payment, and

(b) the distribution recipient has not claimed it,

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

Non-cash distributions

34.—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

(2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

Waiver of distributions

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

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

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

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

36.—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

(a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

(a) on behalf of the persons entitled, and

(b) in the same proportions as a dividend would have been distributed to them.

(3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

(5) Subject to the articles the directors may—

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

37.—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

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

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

Quorum for general meetings

38. 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.

Chairing general meetings

39.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

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

(a) the directors present, or

(b) (if no directors are present), the meeting,

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

(3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

Attendance and speaking by directors and non-shareholders

40.—(1) Directors may attend and speak at general meetings, whether or not they are

shareholders.

(2) The chairman of the meeting may permit other persons who are not—

(a) shareholders of the company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

Adjournment

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

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

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

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

(4) *When adjourning a general meeting, the chairman of the meeting must—*

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

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

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

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

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

VOTING AT GENERAL MEETINGS

Voting: general

42. A resolution put to the vote of a general meeting must be decided on a show of hands

unless a poll is duly demanded in accordance with the articles.

Errors and disputes

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

(2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

44.—(1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by—

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if—

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

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

Content of proxy notices

45.—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in

such manner as the directors may determine; and

(d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

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

(4) Unless a proxy notice indicates otherwise, it must be treated as—

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

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

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

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

Amendments to resolutions

47.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary

resolution, if—

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

48.—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

49.—(1) Any common seal may only be used by the authority of the directors.

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

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

(4) For the purposes of this article, an authorised person is—

(a) any director of the company;

(b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

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

Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

(b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the company or an associated company.

(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.

(3) In this article—

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

(b) a "relevant director" means any director or former director of the company or an associated company.

Insurance

53.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

(a) a "relevant director" means any director or former director of the company or an associated company,

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the

company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

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