

The Companies Act 2006  
A Private Company Limited by Shares  
ARTICLES OF ASSOCIATION  
of  
365 BUSINESS FINANCE LIMITED  
(the "Company")

as amended by Special Resolution passed on 17<sup>th</sup> November 2021

1. Interpretation

In these Articles, where the context so admits:

1.1 The following words and expressions have the meanings set out against each:

"Act"	the Companies Act 2006
"Articles"	these Articles of Association of the Company as altered from time to time
"Associate"	<p>(a) (in relation to an individual):</p> <p>(i) a relative, that is that individual's issue, step-child, spouse, civil partner, brother, sister or parent; and</p> <p>(ii) an undertaking which is, or may be, directly or indirectly controlled (within the meaning given in section 1124 of the Corporation Tax Act 2010) by that individual or a relative (as defined in paragraph (i) above) of that individual, or by two or more of them; and</p> <p>(b) (in relation to an undertaking): a subsidiary undertaking or Parent Undertaking of that undertaking, and any other subsidiary undertaking of any Parent Undertaking of that undertaking</p>
"Associated Government Entities"	<p>means:</p> <p>(a) any UK Government departments, including their executive agencies, other subsidiary bodies and other parts of UK Government;</p> <p>(b) companies wholly or partly owned by UK Government departments and their subsidiaries;</p> <p>(c) non-departmental public bodies, other public bodies, public corporations and their subsidiary</p>

	bodies sponsored by UK Government departments; and/or
	(d) any successors to any of the entities set out in (a), (b) and (c) above or any new bodies which fall within the same criteria
<b>“Auditors”</b>	the auditors or (if none) the accountants of the Company from time to time
<b>“Board”</b>	the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles
<b>“Business Day”</b>	a day (other than a Saturday, Sunday or public holiday) when clearing banks are open for the transaction of normal banking business
<b>“Deferred Shares”</b>	means the deferred shares of £0.10 each in the capital of the Company
<b>“Future Fund”</b>	means UK FF Nominees Limited, a company incorporated in England and Wales with company registration number 12591650 and whose registered office address is at 5 Churchill Place, 10th Floor, London, England, E14 5HU;
<b>“Institutional Investor”</b>	means any fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing, other than an Institutional Investor who the Board determines in its reasonable discretion is a competitor with the business of the Company;
<b>“Model Articles”</b>	the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles
<b>“Ordinary Shares”</b>	ordinary shares of £0.10 each in the capital of the Company
<b>“Parent Undertaking”</b>	has the meaning given to it in the Act
<b>“Relevant Percentage”</b>	has the meaning in Article 6.3
<b>“Relevant Securities”</b>	any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company after the date on which these Articles are adopted, but excluding <ul style="list-style-type: none"> <li>(a) the grant of options to subscribe for Shares under an employees’ share scheme (and the issue of the shares on exercise of those options), and</li> <li>(b) any shares in which the Company is required to</li> </ul>

issue by reason of a right specifically attached to Shares under these Articles

“Shareholder” a holder of Shares from time to time

“Shares” the Ordinary Shares and the Deferred Shares from time to time.

- 1.2 Article headings shall not affect the interpretation of these Articles;
- 1.3 Words in the singular shall include the plural and the plural shall include the singular;
- 1.4 A reference to one gender shall include a reference to the other genders;
- 1.5 Words and expressions which are given meanings in the Model Articles shall have the same meanings in these Articles, subject to which (and unless the context requires otherwise), words and expressions which have particular meanings in the Act shall have the same meanings in these Articles;
- 1.6 A reference in these Articles to
  - 1.6.1 an Article is a reference to the relevant numbered article of these Articles, and
  - 1.6.2 a regulation is a reference to the relevant numbered regulation of the Model Articles;
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.8 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.9 A reference to a “holding company” or a “subsidiary” means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act; and
- 1.10 In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that (a) references in sections 1159(1)(a) and (c) to voting rights are to the members’ rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership, and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

## 2. Adoption of Model Articles

- 2.1 The Model Articles shall apply to the Company except to the extent they are excluded by or varied in or are otherwise inconsistent with these Articles.
- 2.2 Article 20 of the Model Articles shall be amended by the insertion of the words “(including alternate directors)” before the words “properly incur”.
- 2.3 Article 24(2)(c) of the Model Articles shall be amended by the deletion of the word “that” and the insertion in its place of the words “whether or not”.

- 2.4 Article 44(3) of the Model Articles shall be amended by the insertion, at the end of that article, of the words “A demand withdrawn in accordance with this article shall not invalidate the result of a show of hands declared before the demand was made”.
3. Issue of New Shares
- 3.1 In accordance with section 568 of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities made by the Company.
- 3.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all the Shareholders on the same terms, and at the same price, as those Relevant Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those Shareholders (as nearly as possible without involving fractions). The offer:
- 3.2.1 shall be in writing, and give details of the number and subscription price of the Relevant Securities,
- 3.2.2 shall invite them to apply in writing within the period from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) for the maximum number of Relevant Securities for which they wish to subscribe and
- 3.2.3 may stipulate that any relevant Shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which each is entitled shall, in their acceptance, state the number of excess Relevant Securities (“Excess Securities”) for which they wish to subscribe.
- 3.3 Any Relevant Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 3.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 3.2.3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the numbers of Ordinary Shares held by the applicants immediately before the offer was made to Shareholders in accordance with Article 3.2 (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, subject to Article 3.5, to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 3.4 If, after the allotments have been made pursuant to Articles 3.2 and 3.3, all of the Relevant Securities have not been allotted, the Board shall offer the unallotted Relevant Securities to the Shareholders who have accepted the offer under Article 3.2 (in whole or in part) pro rata to what their new percentage holdings would be after allotment of the Relevant Securities already accepted and that offer shall be mutatis mutandis the provisions in Article 3.2 and 3.3. After that allotment, any Excess Securities remaining may be allotted, subject to Article 3.5, to any other person as the Directors may determine at the same price and on the same terms as the offer to the Shareholders.
- 3.5 Subject to Articles 3.2, 3.3 and 3.4 and to sections 549 to 551 (inclusive) of the Act, any Relevant Securities not previously allotted in the above procedure shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that if the number of Relevant Securities previously allotted in the

above procedure is less than 75% of the total offered under Article 3.2 then the Board may allot additional Relevant Securities under this Article 3.5 so that the total number so allotted equals the number originally offered.

#### 4. Transfer of Shares

4.1 If a Shareholder (the "Proposing Transferor") wishes at any time to transfer any of its Shares, other than as provided in Articles 4.2, 4.3, 5.4 and 7.2, then it shall transfer all (but not part only of) such Shares in accordance with the following provisions:

4.1.1 The Proposing Transferor shall give written notice (the "Transfer Notice") of such desire to the other Shareholders (the "Other Shareholders") and to the Company setting out the number of Shares he wishes to sell (the "Transfer Shares"). The Transfer Notice shall give details of a third party purchaser, if any, to whom the Proposing Transferor wishes to transfer the Transfer Shares and the price at which the Proposing Transferor proposes to sell the Transfer Shares (the "Prescribed Price"). The Transfer Shares shall be offered by the Company to the Other Shareholders (or any of them), who may purchase such Shares within the Prescribed Period (as defined in Article 4.1.2) and at the Prescribed Price. The Transfer Notice shall constitute the Board the agent of the Proposing Transferor for the sale of the Transfer Shares.

4.1.2 The "Prescribed Period" shall be a period of 10 Business Days starting on the date of service of the Transfer Notice. A Transfer Notice, once served, may not be withdrawn and shall be irrevocable.

4.1.3 The Board shall within 2 Business Days after the commencement of the Prescribed Period offer the Transfer Shares in writing to the Other Shareholders. If more than one of the Other Shareholders accepts the offer of the Transfer Shares then the Transfer Shares shall be allocated pro rata to their existing holdings of Shares of the same class. Upon the expiry of the Prescribed Period, the Directors shall allocate the Transfer Shares to each Other Shareholder who has agreed to purchase Transfer Shares.

4.1.4 If the Other Shareholders (or any of them) shall not be willing to purchase all of the Transfer Shares at the Prescribed Price in accordance with the above provisions of this Article 4.1, then the Proposing Transferor may at any time up to the expiration of 60 days after the expiry of the Prescribed Period sell the remaining Transfer Shares to such third party purchaser ("Purchaser") as the Board may approve (it being acknowledged that the Board shall be entitled in its reasonable discretion to disapprove any Purchaser where such Purchaser or any Associate of it is in the business of providing merchant cash advances or any other business conducted by the Company as at that time) at a price being not less than the Prescribed Price and otherwise on terms and conditions no more favourable to the Purchaser than those which were the subject of the offer pursuant to Article 4.1.3.

4.1.5 The procedure set out above in this Article 4.1 shall apply to any subsequent Transfer Notice served by the Proposing Transferor.

4.1.6 The Proposing Transferor shall be bound to transfer to such other person(s) who accept(s) the offers referred to in Articles 4.1.3 and/or 4.1.4, the number of Transfer Shares being purchased by him upon payment to the Proposing Transferor of the Prescribed Price, which payment shall be made within 5 Business Days after the acceptance of the offer to purchase the Transfer

Shares.

- 4.1.7 If in any case the Proposing Transferor after having become bound as referred to above, makes default in transferring any Transfer Shares then Article 8 shall apply. The receipt of the Board for the purchase money shall be a good discharge to the purchasing party and after its name has been entered in the register of members of the Company in purported exercise of the preceding power the validity of the proceedings shall not be questioned by any person.
- 4.2 A Shareholder (the "Transferor") may transfer Shares to an Associate (the "Transferee") and Article 4.1 shall not apply to such transfer, but if the Transferee ceases for any reason to be an Associate of the Transferor, the Transferee shall immediately transfer the Shares (and any other Share acquired by virtue of holding the Shares) back to the Transferor. If the Transferee has in the meantime transferred such Shares to an Associate, it shall procure that such Associate transfers the Shares (and any other Shares acquired by virtue of holding the Shares) to the transferor (and so on to the end of any sequence of transfers to Associates).
- 4.3 The Future Fund shall at any time be entitled to transfer its any shares in the capital of the Company that are held by the Future Fund, without restriction as to price or otherwise and free of pre-emption rights howsoever expressed to:
  - 4.3.1 any Associated Government Entities; or
  - 4.3.2 an Institutional Investor that is acquiring the whole or part (being not fewer than 10 companies, including the Company) of the Future Fund's interest in a portfolio of investments which comprise or result from the conversion of unsecured convertible loans substantially on the same terms as the convertible loan agreement between the Future Fund and the Company, provided always that such transaction(s) is bona fide in all respects.

## 5. Drag-Along

- 5.1 If:
  - 5.1.1 any member or members (the "Accepting Shareholders") propose to sell their entire legal and beneficial interest in any Shares on a bona fide arm's length sale to a third party purchaser (the "Third Party Purchaser"); and
  - 5.1.2 that transfer would (if registered) result in the Third Party Purchaser and its Associates holding shares representing not less than 75% of the voting rights attaching to the issued shares in the Company;

then the Accepting Shareholders shall notify each of the other Shareholders (the "Dragged Shareholders") in writing of such intended transfer, not less than 10 Business Days prior to the date on which such sale is proposed to be made, requiring it to sell all (but not some only) of its Shares to the Third Party Purchaser (or its nominee) at the same price per share and on the same terms (a "Drag Notice"). If any Dragged Shareholder challenges that the transfer is a bona fide arm's length sale to a Third Party Purchaser, then such Dragged Shareholder may call on the Board (who shall act accordingly, and who shall refuse to register any transfer of Shares until such time as the provisions of this Article 5.1 have been adhered to) to refer the proposed transfer to the Auditors for determination or, in the event that they decline to act, an experienced valuer appointed by the president for the time being of the Institute of Chartered Accountants in England and Wales or any successor institute, acting as

independent experts, who shall determine in their opinion whether or not the transfer is a bona fide arm's length sale to a Third Party Purchaser. The costs and expenses of any such firm shall be paid by the Company.

- 5.2 The sale of the Dragged Shareholders' Shares shall be completed at the same time as the sale of the Accepting Shareholders' Shares.
- 5.3 If any Dragged Shareholder does not, in accordance with Article 5.2, execute and deliver to the Company transfers in respect of the Shares held by it and deliver to the directors the certificate(s) in respect of those Shares (or an indemnity in lieu of those certificate(s) in a form satisfactory to the Board), then Article 8 shall apply and, against receipt by the Company on trust for that member of the consideration payable for the relevant shares, deliver such transfer and certificate(s) and indemnities to the Third Party Purchaser. Following receipt by the directors of the consideration payable for those Shares, the Company shall (subject to the payment of stamp duty) cause the Third Party Purchaser to be registered as the holder of those Shares.
- 5.4 Transfers of Shares by Dragged Shareholders, in accordance with this Article 5, are not subject to the provisions on pre-emption rights on the transfer of Shares as set out in Article 4.1 but the proposed transfer to the Third Party Purchaser by the Accepting Shareholders is so subject.

## 6. Tag-Along

### 6.1 If:

- 6.1.1 any member or members (the "Selling Shareholders") propose to sell their entire legal and beneficial interest in any Shares (the "Sale Shares") to a third party purchaser (the "Proposed Transferee"); and
- 6.1.2 that transfer would (if registered) result in the Proposed Transferee and its Associates holding shares representing not less than 50% of the voting rights attaching to the issued shares in the Company;

then the Selling Shareholders shall notify each of the other Shareholders (the "Tag-Along Shareholders") and the Board in writing of such intended transfer not less than 10 Business Days prior to the date on which such sale is proposed to be made. That notice (the "Tag Notice") shall fully describe all material terms and conditions (including terms relating to price, time of completion and conditions precedent) agreed between the Selling Shareholders and the Proposed Transferee.

- 6.2 The Tag Notice shall be accompanied by a written irrevocable unconditional (except for any conditions which apply to the proposed transfer of the Sale Shares) offer (the "Tag Offer") by the Proposed Transferee to buy the Relevant Percentage of the Shares (the "Tag Shares") held by the Tag-Along Shareholders on the same terms (including price per share) as apply to the purchase of the Sale Shares.
- 6.3 For the purposes of this Article 6, the Relevant Percentage shall be equal to the percentage of the Selling Shareholder's shareholding which is proposed to be transferred (or if there is more than one Selling Shareholder, the average of the percentages in respect of each Selling Shareholder).
- 6.4 The Tag Offer shall remain open for acceptance for not less than 10 Business Days after the date of the Tag Notice and shall provide for the purchase of the Tag Shares to be completed at the same time as the purchase of the Sale Shares, which may not

be earlier than seven days after the end of the period for which the Tag Offer is open for acceptance.

- 6.5 Any Tag-Along Shareholder may, within the period during which the Tag Offer remains open for acceptance, notify the Selling Shareholders in writing that it wishes to accept the Tag Offer.
- 6.6 If the Proposed Transferee does not purchase the Tag Shares of any Tag-along Shareholder who gives notice of acceptance in accordance with Article 6.5, the Selling Shareholders may not sell the Sale Shares to the Proposed Transferee and the Board shall refuse to register any transfer prohibited by this Article 6.
- 6.7 The provisions of this Article 6 shall not apply where the transfer which would otherwise cause this Article 6 to apply is made by the Selling Shareholders under Article 5 and a valid Drag Notice is served.
- 6.8 Transfers of Shares by the Selling Shareholders and any Tag-Along Shareholders in accordance with this Article 6 are subject to the provisions of Article 4.

## 7. Put Option

- 7.1 In the event that it is determined by the Future Fund (in its absolute discretion) that it would be prejudicial to the reputation of the Future Fund and/or the UK Government to continue holding any shares in the capital of the Company, the Future Fund shall have the option to require the Company to purchase all of the shares in the capital of the Company held by the Future Fund for an aggregate price of £1.00 at any time (the "Put Option"), provided that:
  - 7.1.1 the Put Option shall be exercisable by irrevocable notice in writing from the Future Fund to the Company (the "Put Option Notice");
  - 7.1.2 the terms of the completion of the Put Option have been authorised by a resolution of the Company;
  - 7.1.3 completion of the Put Option shall take place as soon as reasonably practicable and in any event no later than 20 Business Days following the Company's receipt of the Put Option Notice; and
  - 7.1.4 each of the Shareholders of the Company and the Company shall execute, and the Company shall procure so far as it lies within its power to do so the execution of, all such documents and deeds and do all such acts and things as may be reasonably required from time to time to implement the Put Option and transfer the legal and beneficial ownership of the relevant Shares being sold to the Company under this Article 7, including waiving any pre-emption rights relating to such transfer.
- 7.2 Transfers of Shares in accordance with this Article 7 are not subject to the provisions of pre-emption rights on the transfer of Shares as set out in Article 4.1.
- 7.3 The specific rights of the Future Fund under these Articles cannot be amended or removed without the prior written consent of the Future Fund.

## 8. Power of Attorney & Interest

- 8.1 As security for the performance of its obligations under Articles 4, 5 and/or 6, each



Shareholder irrevocably appoints the Company, acting by any Director so authorised by the Board, to be its agent and attorney for the following purposes:

- 8.1.1 to approve, execute (as a deed or otherwise) and deliver all such documents as its attorney shall in its absolute and unfettered discretion deem necessary for the purpose of giving effect to any transfer of Shares;
  - 8.1.2 to receive the purchase money; and
  - 8.1.3 to cause the transferee's name to be entered into the register of members of the Company as the holder of the relevant Shares.
- 8.2 The Company shall hold any purchase money received pursuant to Article 8.1.2 on terms that it is not to be bound to earn or pay interest on such monies. Such monies shall be held on trust for the relevant Shareholder(s) for 12 years from the relevant completion date, after which the Company may keep such monies.
- 8.3 The receipt by the Company of the purchase money for the Shares shall be a good discharge of the relevant transferee's obligations to pay the purchase money.
- 8.4 Each Shareholder undertakes to ratify whatever the attorney does or lawfully causes to be done under the authority or purported authority of the power of attorney contained in Article 8.1.
- 8.5 If the buying Shareholder fails to pay the purchase price in full to the selling Shareholder on the relevant completion date, interest will accrue on the amount unpaid from the completion date until the date of payment at the rate of 4% per annum above the base rate of Barclays Bank plc from time to time.

9. Purchase of Own Shares

- 9.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own Shares with cash up to any amount in a financial year not exceeding the lower of
- 9.1.1 £5,000, and
  - 9.1.2 the value of 5% of the Company's share capital.

10. Number of Directors

Unless and until the Company by ordinary resolution determines otherwise, the minimum number of Directors shall be three.

11. Directors' Meetings

- 11.1 Any Director may call a Directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the other Directors or by authorising the Company Secretary (if any) to give such notice.
- 11.2 Any agreement by all the Directors to any lesser notice period may relate either to a specific meeting (in which case, it need not be in writing) or to all meetings which may be convened during any period specified in such agreement (in which case, it must be in writing).
- 11.3 In the case of an equality of votes at a meeting of the Board, the chairman shall not

have a second or casting vote.

- 11.4 Unless otherwise agreed by the Board meetings of the Board shall be held at least once every quarter.
- 11.5 No business shall be transacted at any meeting of the Directors unless a quorum is present. The quorum may be fixed by the Directors and unless so fixed at any other number shall be two, of whom at least one must be a non-executive Director.
- 11.6 For the purposes of any meeting (or part of a meeting) held pursuant to Article 14.4 to authorise a Director's conflict, if there is only one eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Director.

## 12. Voting

- 12.1 Questions arising at a general meeting shall be decided by a majority of votes. For the avoidance of doubt, in the case of an equality of votes, the chairman shall not have a second or casting vote.
- 12.2 A poll may be demanded at any general meeting by any qualifying person (as defined in Section 318 of the Act) present and entitled to vote at the meeting.

## 13. Transactions or Other Arrangements with the Company

- 13.1 A Director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period (subject to the provisions of the Act) and upon such other terms as the Board may decide, and may be paid such extra remuneration for it (whether by way of salary, commission, participation in profits or otherwise) as the Board (or any committee authorised by the Board) may decide, and either in addition to or in lieu of any remuneration provided for by or pursuant to any other Article.
- 13.2 A Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested or as regards which it has any power of appointment. The Board may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the Directors or any of them as directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company.
- 13.3 Subject to the provisions of the Act, a Director may not vote on or be counted in the quorum in relation to any resolution of the Board in respect of any contract in which he has an interest.

## 14. Directors' Conflicts of Interests

- 14.1 A Director who is in any way (directly or indirectly) interested in a proposed transaction or arrangement with the Company shall declare the nature of his interest to the other Directors (i) at a meeting of the Directors; or (ii) by a notice in writing in accordance with Section 184 of the Act; or (iii) by a general notice in accordance with Section 185 of the Act prior to that transaction or arrangement being entered into by the Company (where Section 177 of the Act applies) or as soon as required by Section 182 of the

Act, where that section applies. If a declaration of interest under this Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. This Article 14.1 does not require a declaration of an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director shall be deemed to be aware of matters of which he ought reasonably to be aware. A Director need not declare an interest in the circumstances set out in Section 177(6) or Section 182(6) of the Act, as applicable.

14.2 References in this Article to:

14.2.1 a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract;

14.2.2 any contract with or situation involving the Company shall include also any contract with or situation involving any of its subsidiaries or subsidiary undertakings for the time being;

14.2.3 an interest of a Director shall include any interest of any person who is connected with him for the purposes of Sections 252 to 255 (inclusive) of the Act, to the extent the Director is aware of the interest of such connected person; and

14.2.4 an interest of an alternate director shall also include the interest of his appointor, to the extent the alternate director is aware of that interest.

14.3 Subject to the provisions of the Act, the Company may, by ordinary resolution, suspend or relax the provisions of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article. Neither a Director nor any member connected with him for the purposes of Section 239 of the Act shall vote on any resolution of the Company relating to the ratification of any action by him amounting to negligence, default, breach of duty or breach of trust in relation to the Company.

14.4 The Board may resolve in accordance with Section 175(4)(a) of the Act to authorise a Director to enter into a specific situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Company as described in Section 175(1) of the Act.

15. Alternate Directors

15.1 Any Director other than an alternate director ("appointor") may appoint (and remove any alternate so appointed) as an alternate any other Director, or any other person approved by resolution of the Directors, to:

15.1.1 exercise that Director's powers; and

15.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.

15.2 Any appointment or removal of an alternate must be effected by notice in writing to everyone entitled to notice of Board meetings and the appointment will take effect on the later of:

- 15.2.1 the date that the notice is served;
  - 15.2.2 the date specified in the notice as being the appointment or removal date of the alternate; and
  - 15.2.3 in the case of an appointment where the proposed alternate is not a Director, the date when the appointment is approved by the Directors.
- 15.3 The notice must:
- 15.3.1 identify the proposed alternate; and
  - 15.3.2 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.
16. Rights and Responsibilities of Alternate Directors
- 16.1 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.
  - 16.2 Every person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.
  - 16.3 A person who is an alternate director but not a Director:
    - 16.3.1 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);
    - 16.3.2 may participate in a unanimous decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, but does not participate)
  - 16.4 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision).
  - 16.5 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.
17. Termination of Appointment of Alternate Director
- 17.1 An alternate director's appointment as an alternate terminates:
    - 17.1.1 if his appointor revokes his appointment by notice to the Company in writing specifying when it is to terminate; or
    - 17.1.2 if any event happens in relation to him which, if he were a Director, would cause his office as Director to be vacated.
18. Secretary

The Directors may from time to time appoint or remove any person who is willing to act as the Secretary of the Company on such terms as they think fit.

## 19. Notices

### 19.1 Any notice shall be deemed to be served on or delivered to the intended recipient:

19.1.1 if sent by prepaid United Kingdom first class post to an address in the United Kingdom, 24 hours after it was posted, or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, in each case if sent by reputable international overnight courier addressed to the intended recipient;

19.1.2 if sent by electronic means, one hour after the document or information was sent;

19.1.3 if delivered by hand, at the time it was confirmed delivered by a signed receipt.

### 19.2 For the purposes of this Article, any notice received after 5 p.m. on any Business Day (or on any non-Business Day) shall be deemed to have been received at 9 a.m. on the following Business Day.

## 20. Indemnity

Subject to and to the fullest extent permitted by the Act, but without prejudice to any indemnity to which he may be otherwise entitled:

### 20.1 Every Director and alternate Director (and every director or alternate director of any associated company of the Company) shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or alternate Director, except that no Director or alternate Director shall be entitled to be indemnified:

20.1.1 for any liability incurred by him to the Company or any such associated company of the Company (as defined by Section 256 of the Act for these purposes);

20.1.2 for any fine imposed in criminal proceedings which have become final;

20.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;

20.1.4 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;

20.1.5 for any costs for which he has become liable in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and

20.1.6 for any costs for which he has become liable in connection with any application under Sections 661(3) or (4) or 1157 of the Act in which the court refuses to grant him relief and such refusal has become final.

### 20.2 Every Director and alternate Director shall be entitled to have funds provided to him by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or alternate Director, provided that he will be obliged to repay such amounts no later than:

- 20.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;
  - 20.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
  - 20.2.3 in the event of the court refusing to grant him relief on any application under Sections 661(3) and (4) or 1157 of the Act, the date when the refusal becomes final.
- 20.3 Every Director and alternate Director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any of the Company's activities as trustee of an occupational pension scheme (as defined in Section 235(6) of the Act) except that no Director or alternate Director shall be entitled to be indemnified:
- 20.3.1 for any fine imposed in criminal proceedings which have become final;
  - 20.3.2 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising; and
  - 20.3.3 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final.

21. Insurance

Subject to the Act, the Directors may exercise all the powers of the Company to purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer or employee of the Company or any associated company of the Company or in which the Company has or had an interest (whether direct or indirect), or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of any such body corporate is or has been interested, indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, officer, employee or trustee.

22. Share capital and rights

- 22.1 The share capital of the Company is divided into Ordinary Shares and Deferred Shares.
- 22.2 The Ordinary Shares and the Deferred Shares shall constitute separate classes of shares for the purpose of these Articles and shall entitle the holders of the Shares to the respective rights and privileges and subject them to the respective restrictions and provisions contained in these Articles.
- 22.3 The Ordinary Shares shall confer on each holder of Ordinary Shares to:
- 22.3.1 participate in any distribution of profits by the Company;
  - 22.3.2 participate in any return of capital on winding up of the Company or capital reduction of the Company; and
  - 22.3.3 receive notice of and to attend, speak and vote at all general meetings of the

Company and to receive and vote on proposed written resolutions of the Company.

22.4 The Deferred Shares (if any) shall not entitle the holders of the Deferred Shares to:

22.4.1 participate in any distribution of profits by the Company;

22.4.2 participate in any return of capital on winding up of the Company or capital reduction of the Company beyond £1 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); or

22.4.3 receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.

23. Deferred Shares

23.1 Subject to the Act, any Deferred Shares may be purchased by the Company at any time at its option for the aggregate sum of £1.00 for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).

23.2 The allotment or issue of Deferred Shares or the conversion or re-designation of Ordinary Shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to:

23.2.1 appoint any person to execute any transfer (or any agreement to transfer) of such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), including (subject to the Act) to the Company itself, in any such case for a price being not more than an aggregate sum of £1.00 for all the Deferred Shares registered in the name of such holder(s); and/or

23.2.2 receive the consideration for such a transfer or purchase (and give a good discharge for it) and hold the same on trust for the transferor(s); and/or

23.2.3 give, on behalf of such holder(s), consent to the cancellation of such Deferred Shares; and/or

23.2.4 retain the certificate(s) (if any) in respect of such Deferred Shares pending the transfer, cancellation and/or purchase thereof.

23.3 No Deferred Share may be transferred without the prior consent of the Board.

24. Variation of Rights

Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such 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 in writing of the holders of more than 75 per cent. in nominal value of the issued shares of that class.