

Company number: 09446231

THE COMPANIES ACT 2006

RESOLUTIONS

of

MONZO BANK LIMITED (the "Company")

Passed on **27 October 2016**

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COMPANIES HOUSE

The following resolutions were duly passed as written resolutions in accordance with the requirements of sections 288 to 300 of the Companies Act 2006 by the requisite majority of the members of the Company

ORDINARY RESOLUTIONS

- 1 That the terms of the contract (a copy of which has been sent or submitted to each eligible member of the Company at or before the time at which this resolution was sent or submitted to that member for signature) for the purchase by the Company from the shareholders named in the said contract of, in aggregate, 5,036,225 deferred shares of £0 0000001 each in the capital of the Company at an aggregate purchase price of £0 01, and the purchase of shares pursuant to that contract be and are hereby authorised and approved, provided that
 - (a) any variation in the terms of that contract must be authorised by an ordinary resolution of the Company,
 - (b) this authority may be varied, revoked or renewed from time to time by ordinary resolution of the Company, and
 - (c) the directors be and are hereby authorised to execute the said contract on behalf of the Company
- 2 That the directors be generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company, up to a maximum aggregate nominal amount of £0 6203955, provided that
 - (a) the authority granted under this resolution shall expire five years after the passing of this resolution, and
 - (b) the Company may, before such expiry under paragraph (a) above of this resolution, make an offer or agreement which would require shares to be allotted or rights to subscribe for or to convert any security into shares to be granted after such expiry and the directors may allot such shares or grant such rights (as the case may be) in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

This authority is in addition to any subsisting authorities

SPECIAL RESOLUTIONS

- 3 That, subject to the passing of resolution 1 and completion of the purchase by the Company referred to in resolution 1, the articles of association contained in the document attached to these written resolutions be approved and adopted as the new articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association (the "New Articles")

- 4 That, subject to the passing of resolutions 1, 2 and 3, all and any rights of pre-emption whether under the New Articles (in particular article 10 2) or otherwise be and are hereby waived in respect of the allotment and issue of shares in the capital of the Company up to the maximum aggregate nominal amount set out in resolution 2



Director

COMPANY NUMBER: 09446231

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
MONZO BANK LIMITED
(FORMERLY FOCUS FS LIMITED)

(Adopted by a written resolution passed on 27 October 2016)

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
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(Adopted by a written resolution passed on 27 October 2016)

1 INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Date of Adoption (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force
- 1.3 In these Articles
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles,
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa, and
 - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company

2. DEFINITIONS

In these Articles the following words and expressions shall have the following meanings

"**Act**" means the Companies Act 2006 (as amended from time to time),

"**Acting in Concert**" has 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),

"Asset Sale" means the sale, lease, transfer, exclusive licence or other disposition by the Company of all or substantially all of its undertaking and assets,

"Associate" in relation to any person means

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined),
- (b) any Member of the same Group, or
- (c) any Member of the same Fund Group,

"Auditors" means the auditors of the Company from time to time,

"Available Profits" means profits available for distribution within the meaning of Part 23 of the Act,

"Bad Leaver" means a Founder or Relevant Shareholder who ceases to be a Relevant Person at any time by reason of dismissal by the Company for Cause,

"Board" means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles,

"Bonus Issue" means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves or any consolidation or sub-division or redenomination or any repurchase or redemption of shares or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 10.5,

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

"Cause" means

- (a) gross misconduct or a material or repudiatory breach of the terms of an employment agreement, including any material breach of obligations to the Company concerning confidentiality or intellectual property or non-compliance with non-compete obligations applicable under the terms of the employment agreement,
- (b) fraud or acts of dishonesty,
- (c) being convicted of any criminal offence (other than a road traffic offence which is not punishable by a custodial sentence),

- (d) the refusal or failure to substantially perform duties and responsibilities to the Company lawfully prescribed by the Board after reasonable notice of such failure and a reasonable opportunity to cure such failure, or
- (e) any act or omission (whether or not in the course of employment or engagement) which causes material damage to the Company's business reputation,

"Civil Partner" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder,

"Company" means Monzo Bank Limited (previously named Focus FS Limited),

"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 CTA 2010,

"Convertible" means any instrument that carries a right to convert into or to subscribe for, purchase or otherwise acquire shares in the capital of the Company,

"Crowdcube Nominee" means the owner of the legal title to the Crowdcube Shares from time to time, being WCS Nominees Limited as at the Date of Adoption,

"Crowdcube Investors" means the owners of the beneficial title to the Crowdcube Shares from time to time,

"Crowdcube Shares" means all Ordinary Shares issued to the Crowdcube Nominee (beneficially owned by the Crowdcube Investors) pursuant to the offer made by the Company on the platform known as "Crowdcube",

"CTA 2010" means the Corporation Tax Act 2010,

"Date of Adoption" means the date on which these Articles were adopted,

"Director(s)" means a director or directors of the Company from time to time,

"Effective Termination Date" means the date on which a Relevant Person's employment or consultancy relationship or non-executive directorship (as the case may be) with the Company terminates,

"electronic address" has the same meaning as in section 333 of the Act,

"electronic form" and **"electronic means"** have the same meaning as in section 1168 of the Act,

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors,

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other

encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law),

"Existing Investment Agreement" means the Investment Agreement dated 18 March 2016 between (1) the Investor, (2) the Founders, (3) the Existing Shareholders (as defined therein) and (4) the Company,

"Expert Valuer" is as determined in accordance with Article 15 2,

"Fair Value" is as determined in accordance with Article 15 3,

"Family Trusts" means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual, and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons,

"Financial Institution" means any financial investor authorised by or registered with the Financial Services Authority or the Financial Conduct Authority or the Prudential Regulation Authority (as the case may be) (or a financial investor registered with the equivalent body or authority in the country of the relevant financial investor's principal place of business),

"Financial Year" means an accounting reference period (as defined by the Act) of the Company,

"Founders" means Thomas Blomfield, Gary Dolman and Paul Rippon,

"Fully Diluted" means, at any time, the aggregate of

- (a) the number of Ordinary Shares then in issue and outstanding, and
- (b) the number of Ordinary Shares which would be in issue assuming the exercise in full of all Convertibles (whether or not, on their terms, the same are actually convertible into shares at such time) and the issue of all unissued Convertibles available in any share option scheme pool which would, when issued or exercised, result in an increase in the number of Ordinary Shares issued and outstanding,

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities,

"FSMA" means the Financial Services and Markets Act 2000,

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time,

"hard copy form" has the same meaning as in section 1168 of the Act,

"Holding Company" means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company immediately prior to the transfer of the issued share capital of the Company to such holding company,

"Institutional Investor" means a 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,

"Investment Agreement" means the Investment Agreement dated on or around the Date of Adoption between (1) the Investor, (2) the Founders, (3) the Existing Shareholders (as defined therein) and (4) the Company,

"Investor" has the meaning given to it in the Investment Agreement,

"Investor Director" means the Director appointed in accordance with article 22 2(a),

"Investor Majority" means the holders of more than fifty per cent (50%) of the Ordinary Shares held by the Investors,

"Investor Majority Consent" means the prior written consent of the Investor Majority,

"IPO" 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) on NASDAQ or the New York Stock Exchange 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),

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003,

"Leaver's Percentage" means, in relation to and for the purposes of determining the number of Relevant Shares that are required (pursuant to Article 7) to be transferred as a result of a Founder or Relevant Shareholder ceasing to be a Relevant Person during the Relevant Period, the percentage (rounded up to two decimal places) as calculated using the following formulas as applicable

- (a) in relation to Thomas Blomfield $100 - ((100/40) \times NM)$,
- (b) in relation to Paul Rippon and Gary Dolman $100 - ((100/36) \times NM)$,
- (c) in relation to Jonas Huckestein and Simon Vans-Colina $100 - ((100/43) \times NM)$,

- (d) in relation to Matt Heath and Leah Templeman $100 - ((100/44) \times \text{NM})$,
- (e) in relation to Denise Kingsmill's DK 2015 Shares $100 - ((100/24) \times \text{NM})$,
- (f) in relation to James Nicholson and Hugo Cornejo $100 - ((100/45) \times \text{NM})$, and
- (g) in relation to Nick Masterson-Jones $100 - ((100/12) \times \text{NM})$,

in each of (a) to (g) above where NM equals the number of complete months from 21 April 2015 to the Effective Termination Date such that the relevant Leaver's Percentage shall be zero on the last day of the Relevant Period, and

- (h) in relation to Denise Kingsmill's DK 2016 Shares $100 - ((100/24) \times \text{number of complete months from 18 February 2016 to the Effective Termination Date such that the relevant Leaver's Percentage in respect of the DK 2016 Shares shall be zero on 18 February 2018})$,
- (i) in relation to Timothy Brooke $100 - ((100/24) \times \text{number of complete months from 15 September 2015 to the Effective Termination Date such that the relevant Leaver's Percentage shall be zero on 15 September 2017})$, and
- (j) in relation to Keith Woollard $100 - ((100/24) \times \text{number of complete months from 23 May 2016 to the Effective Termination Date such that the relevant Leaver's Percentage shall be zero on 23 May 2018})$,

"Member of the same Fund Group" means if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an **"Investment Fund"**) or a nominee of that person

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business),
- (b) any Investment Fund managed by that Fund Manager,
- (c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager, or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa,

"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 that company or a Subsidiary Undertaking of any such Parent Undertaking,

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

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 10 5),

"Ordinary Majority" means the holders (excluding the Investor, the Crowdcube Nominee and the Crowdcube Investors) of more than fifty per cent (50%) of the Ordinary Shares held by the Shareholders other than the Investor, the Crowdcube Nominee and the Crowdcube Investors,

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares,

"Ordinary Shares" means the ordinary shares of £0 0000001 each in the capital of the Company,

"Original Purchase Price" means the price per share equal to the amount subscribed or deemed to have been subscribed (including any premium) for such share,

"Parent Undertaking" has the meaning set out in section 1162 of the Act,

"Passion" means Passion Capital FS LP with company number LP016583 and whose registered office is at White Bear Yard 2nd Floor, 144A Clerkenwell Road, London, EC1R 5DF,

"Permitted Transfer" means a transfer of shares in the capital of the Company in accordance with Article 13,

"Permitted Transferee" means

- (a) in relation to a Shareholder who is an individual any of his Privileged Relations or Trustees or a Qualifying Company,
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group,
- (c) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group,
- (d) in relation to an Investor
 - (i) any Member of the same Group,
 - (ii) any Member of the same Fund Group,
 - (iii) any other Investor, or
 - (iv) any nominee of an Investor, or
- (e) in relation to any Shareholder, any transferee approved by the Board and with Investor Majority Consent, or

- (f) in respect of the Crowdcube Nominee, any replacement nominee in respect of the Crowdcube Shares,

"Privileged Relation" in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue),

"Proceeds of Sale" means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling shares under a Share Sale,

"Proposed Purchaser" means a proposed purchaser who at the relevant time has made a bona fide offer on arm's length terms,

"Proposed Seller" has the meaning given in Article 17 1,

"Qualifying Company" means a company in which a Shareholder or Trustee(s) hold the whole of the share capital and which they control,

"Qualifying Person" has the meaning given in section 318(3) of the Act,

"Relevant Interest" has the meaning set out in Article 25 5,

"Relevant Period" means in respect of

- (a) Thomas Blomfield, the period of 40 months from 21 April 2015 in respect of any Relevant Shares,
- (b) Paul Rippon and Gary Dolman, the period of 36 months from 21 April 2015 in respect of any Relevant Shares,
- (c) Jonas Huckestein and Simon Vans-Colina, the period of 43 months from 21 April 2015 in respect of any Relevant Shares,
- (d) Matt Heath and Leah Templeman, the period of 44 months from 21 April 2015 in respect of any Relevant Shares,
- (e) Denise Kingsmill
 - (i) the period of 24 months from 21 April 2015 in respect of any DK 2015 Shares, and
 - (ii) the period of 24 months from 18 February 2016 in respect of any DK 2016 Shares,
- (f) James Nicholson and Hugo Cornejo, the period of 45 months from 21 April 2015 in respect of any Relevant Shares,

- (g) Nick Masterson-Jones, the period of 12 months from 21 April 2015 in respect of any Relevant Shares,
- (h) Timothy Brooke, the period of 24 months from 15 September 2015 in respect of any Relevant Shares, and
- (i) Keith Woollard, the period of 24 months from 23 May 2016 in respect of any Relevant Shares,

"Relevant Person" means (i) in respect of the Founders, Jonas Huckestein, Matt Heath, James Nicholson, Simon Vans-Colina, Leah Templeman, Nick Masterson-Jones and Hugo Cornejo an individual who is employed by or who provides consultancy services to, the Company or any member of the Group (and for the avoidance of doubt the provision of services as a non-executive director shall not, for the purposes of this (i), constitute consultancy services) and (ii) in respect of Denise Kingsmill, Timothy Brooke and Keith Woollard an individual who is a non-executive director of the Company,

"Relevant Shareholders" means Jonas Huckestein, Matt Heath, Denise Kingsmill, James Nicholson, Simon Vans-Colina, Leah Templeman, Nick Masterson-Jones, Hugo Cornejo, Timothy Brooke and Keith Woollard,

"Relevant Shares" means in respect of

- (a) Thomas Blomfield, 8,333,300 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,
- (b) Paul Rippon, 5,833,300 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,
- (c) Gary Dolman, 3,005,300 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,
- (d) Jonas Huckestein, 2,041,400 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,
- (e) Matt Heath, 811,400 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,
- (f) Denise Kingsmill
 - (i) 701,200 of the Ordinary Shares beneficially owned by her, either directly or indirectly on 21 April 2015 (the **"DK 2015 Shares"**), and
 - (ii) 200,000 of the Ordinary Shares issued to her on or around the Date of Adoption (the **"DK 2016 Shares"**),
- (g) James Nicholson, 501,200 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,

- (h) Simon Vans-Colina, 439,700 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,
- (i) Leah Templeman, 321,400 of the Ordinary Shares beneficially owned by her, either directly or indirectly on 21 April 2015,
- (j) Nick Masterson-Jones, 164,300 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,
- (k) Hugo Cornejo, 16,400 of the Ordinary Shares beneficially owned by him, either directly or indirectly on 21 April 2015,
- (l) Timothy Brooke, 112,600 of the Ordinary Shares beneficially owned by him, either directly or indirectly on or around the Date of Adoption, and
- (m) Keith Woollard, 42,859 of the Ordinary Shares beneficially owned by him, either directly or indirectly on or around the Date of Adoption,

"Sale Shares" has the meaning set out in Article 14 2(a) of these Articles,

"Seller" has the meaning set out in Article 14 2 of these Articles,

"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,

"Shareholder" means any holder of any shares in the capital of the Company from time to time,

"Shares" means the Ordinary Shares,

"Subsidiary" and **"Subsidiary Undertaking"** have the respective meanings set out in sections 1159 and 1162 of the Act,

"Transfer Notice" shall have the meaning given in Article 14 2,

"Transfer Price" shall have the meaning given in Article 14 2(c), and

"Trustees" in relation to a Shareholder means the trustee or the trustees of a Family Trust

3. SHARE CAPITAL

- 3 1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and

ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue

- 3 2 Whenever as a result of a consolidation of shares any Shareholders would become entitled to fractions of a share, the Directors may, on behalf of those Shareholders, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 3 3 When the Company sub-divides or consolidates all or any of its shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.
- 3 4 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from Model Article 22(2) of the Model Articles.
- 3 5 In Model Article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 3 6 Subject to Investor Majority Consent and subject also to the Act, the Company may purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, to the extent permitted by section 692(1ZA) of the Act.

4 DIVIDENDS

- 4 1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.
- 4 2 Every dividend shall accrue on a daily basis assuming a 365-day year. All dividends are expressed net and should be paid in cash.
- 4 3 Any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the Shareholders pro rata to their respective holdings of Shares.
- 4 4 Subject to the Act and these Articles, the Board may pay interim dividends if justified by the Available Profits in respect of the relevant period.

5. EXIT PROVISIONS AND DISTRIBUTIONS

- 5.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of shares), the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent the Company is lawfully permitted to do so) among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held
- 5.2 On a Share Sale, the Proceeds of Sale shall be distributed (to the extent that the Company is lawfully permitted to do so) in the following order of priority
- (a) first, in paying to each Ordinary Shareholder in respect of any Ordinary Shares subscribed for on the Date of Adoption pursuant to the Investment Agreement ("**October 2016 Shareholder**") ("**October 2016 Shares**"), the aggregate Original Purchase Price paid on the issue of such October 2016 Shares, provided that, if there are insufficient Proceeds of Sale to pay the Original Purchase Price on each October 2016 Share, the available Proceeds of Sale shall be distributed to the October 2016 Shareholders pro rata to the respective aggregate Original Purchase Price paid on the issue of such October 2016 Shares,
 - (b) second, in paying to each Ordinary Shareholder in respect of any Ordinary Shares subscribed for between 15 April 2016 and up to and including 18 April 2016 whether pursuant to the Existing Investment Agreement, by the Crowdcube Investors or otherwise ("**April 2016 Shareholder**") ("**April 2016 Shares**"), the aggregate Original Purchase Price paid on the issue of such April 2016 Shares, provided that, if there are insufficient Proceeds of Sale to pay the Original Purchase Price on each April 2016 Share, the available Proceeds of Sale shall be distributed to the April 2016 Shareholders pro rata to the respective aggregate Original Purchase Price paid on the issue of such April 2016 Shares,
 - (c) third, in paying to each Ordinary Shareholder in respect of any Ordinary Shares other than those referred to in Article 5.2(a) and/or Article 5.2(b), the aggregate Original Purchase Price paid on the issue of such Ordinary Shares, provided that, if there are insufficient Proceeds of Sale to pay the Original Purchase Price on each such Share, the available Proceeds of Sale shall be distributed to such Shareholders pro rata to the respective aggregate Original Purchase Price paid on the issue of such Ordinary Shares, and
 - (d) fourth, in paying to each Ordinary Shareholder who has been paid a lower amount under Article 5.2(a) and/or Article 5.2(b) and/or Article 5.2(c) above (a "**Shortfall Shareholder**") than such Shortfall Shareholder would have been paid had the Proceeds of Sale been distributed to all Ordinary Shareholders pro rata to their respective holdings of Ordinary Shares (his "**Pro Rata Entitlement**") such amount as is equal to the difference between the amount paid under Article 5.2(a) and/or Article 5.2(b) and/or Article 5.2(c) above and his Pro Rata Entitlement (his "**Shortfall Amount**") provided that, if there are insufficient Proceeds of Sale to pay the Shortfall Amount to all Shortfall Shareholders, the available Proceeds of

Sale shall be distributed to the Shortfall Shareholders pro rata to the respective aggregate Shortfall Amounts, and further provided that no amount shall be paid to any Shortfall Shareholder under this Article 5 2(d) which would result in such Shortfall Shareholder being paid an amount in excess of his Pro Rata Entitlement,

and the Directors shall not register any transfer of shares if the Proceeds of Sale are not so distributed save in respect of any shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale

- (i) the Directors shall not be prohibited from registering the transfer of the relevant shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in this Article 5, and
- (ii) the Shareholders shall take any action required by the Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in this Article 5

- 5 3 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by the Investor Majority (including, but without prejudice to the generality of this Article 5 3, actions that may be necessary to put the Company into voluntary liquidation so that this Article 5 3 applies)

6 VOTES IN GENERAL MEETING

- 6 1 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to 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
- 6 2 Where shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each such share held by him

7. VESTING OF RELEVANT SHARES

- 7 1 Unless the Board and the Investor Majority determine that this Article shall not apply, if at any time during the Relevant Period a Founder or Relevant Shareholder ceases to be a Relevant Person, the relevant Founder or Relevant Shareholder shall be deemed to have given a Transfer Notice in respect of the Leaver's Percentage of the Relevant Shares on the Effective Termination Date save that if such Founder or Relevant Shareholder ceases to be a Relevant Person by reason of being a Bad Leaver within the Relevant Period, a Transfer Notice shall deemed to be given in respect of all the Relevant Shares. In such circumstances the Transfer Price shall be the nominal value of the Relevant Shares

Suspension of voting rights

- 7 2 All voting rights attached to the Relevant Shares subject to the Transfer Notice held by the Founder or Relevant Shareholder or by any Permitted Transferee of that Founder or Relevant Shareholder (the "**Restricted Member**"), if any, shall at the time he ceases to be a Relevant Person be suspended unless the Board and the Investor Majority notify him otherwise
- 7 3 Any Relevant Shares whose voting rights are suspended pursuant to Article 7 2 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution Voting rights suspended pursuant to Article 7 2 shall be automatically restored immediately prior to an IPO If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored

8. INTENTIONALLY DELETED

9. VARIATION OF RIGHTS

- 9 1 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 at least seventy-five per cent (75%) in nominal value of the issued shares of that class
- 9 2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares

10 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES. PRE-EMPTION

- 10 1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of equity securities made by the Company
- 10 2 Unless otherwise agreed with Investor Majority Consent and by special resolution passed in general meeting or as a written resolution passed in accordance with Chapter 2 of Part 13 of the Act, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Ordinary Shares on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Ordinary Shares held by those holders (as nearly as may be without involving fractions, and calculated on a Fully Diluted basis) The offer

- (a) shall be in writing, give details of the number and subscription price of the New Securities and the period (being not less than 10 Business Days) within which the offer must be accepted, and
 - (b) may stipulate that any holder of Ordinary Shares who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("**Excess Securities**") for which they wish to subscribe
- 10 3 Any New Securities not accepted by the holders of Ordinary Shares pursuant to the offer made to them in accordance with Article 10 2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 10 2 and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro rata basis to the number of Ordinary Shares held by the applicants immediately prior to the offer made to holders of Ordinary Shares in accordance with Article 10 2 (as nearly as may be without involving fractions and calculated on a Fully Diluted basis) and after that allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the holders of Ordinary Shares
- 10 4 Subject to Articles 10 2 and 10 3 above and to the provisions of section 551 of the Act, any New Securities 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
- 10 5 The provisions of Articles 10 2 to 10 4 shall not apply to
 - (a) options to subscribe for Ordinary Shares under any employee share option plans,
 - (b) New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by the Board (including the Investor Director), and
 - (c) New Securities issued as a result of a Bonus Issue of shares which has been approved in writing by the Board (including the Investor Director)
- 10 6 Passion may assign all or any portion of its rights under this Article 10 to a Permitted Transferee
- 10 7 No shares shall be allotted to any Relevant Person, Director, prospective employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company for the full disapplication of Chapter 2 of Part 7 of ITEPA

11. LIEN

The Company shall have a first and paramount lien on every share not fully paid for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the shares concerned and whether or not it is presently payable

12 TRANSFERS OF SHARES – GENERAL

12 1 In Articles 12 to 19 inclusive, reference to the transfer of a share includes the transfer or assignment of a beneficial or other interest in that share or the creation of a trust or Encumbrance over that share and reference to a share includes a beneficial or other interest in a share

12 2 No share may be transferred unless the transfer is made in accordance with these Articles

12 3 If a Shareholder transfers or purports to transfer a share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all shares held by him

12 4 Any transfer of a share by way of sale which is required to be made under Articles 14 to 19 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee

12 5 The Directors may refuse to register a transfer if

- (a) it is a transfer of a share to a bankrupt, a minor or a person of unsound mind,
- (b) the transfer is to a Relevant Person, Director or prospective employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company,
- (c) it is a transfer of a share which is not fully paid
 - (i) to a person of whom the Directors do not approve, or
 - (ii) on which share the Company has a lien,
- (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint,
- (e) the transfer is not accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, or
- (f) the proposed transfer would, in respect of the Company, result in an acquisition or an increase of control, as defined for the purposes of sections 181 and 182

FSMA, and either (i) approval of the proposed transfer has not been obtained in accordance with Part XII FSMA, or (ii) approval cannot be deemed to have been given in accordance with that Part,

If the Directors refuse to register a transfer, 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

- 12.6 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise but excluding Permitted Transfer(s) by a Crowdcube Nominee or a Crowdcube Investor), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Investment Agreement or any other shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 12.6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 12.7 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors (acting with the consent of the Investor Director) may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in writing of that fact and the following shall occur
- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights
 - (i) to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or on a written resolution of the class in question), or
 - (ii) to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares, and

- (b) the holder may be required at any time following receipt of the notice to transfer some or all of its shares to any person(s) at the price that the Directors may require by notice in writing to that holder

The rights referred to in (a) above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in (b) above

12 8 In any case where the Board requires a Transfer Notice to be given in respect of any shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (the votes of any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) being disregarded) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares,
- (b) it does not include a Minimum Transfer Condition (as defined in Article 14 2(d)), and
- (c) the Seller wishes to transfer all of the Ordinary Shares held by it

12 9 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

- (a) the transferor, and
- (b) (if any of the shares is partly or nil paid) the transferee

12 10 Prior to 21 April 2018, no Founder or Relevant Shareholder shall, nor shall he agree to, transfer or otherwise dispose of the whole or any part of his interest in, or rights in respect of, or grant any option or other rights over, any shares to any person except with Investor Majority Consent or where permitted or required to do so pursuant to these Articles

12 11 The Crowdcube Nominee shall not be entitled to make any transfer or otherwise dispose of the whole or any part of their interest in, or rights in respect of, or grant any option or other rights over, the Crowdcube Shares to any person other than (i) to a Permitted Transferee or (ii) with the prior written consent of the Board (including the Investor Director) or (iii) where required to do so pursuant to these Articles or (iv) pursuant to acceptance of an Offer (as defined in Article 17 2) and provided that in each case a Crowdcube Nominee remains the holder of the legal title of the Crowdcube Shares. If such a transfer is made by a Crowdcube Nominee pursuant to this Article 12 11, the transferee shall be treated as a Crowdcube Nominee for all purposes under these

Articles Any purported transfer of legal title to the Crowdcube Shares other than in accordance with this Article 12 11 will be invalid

- 12 12 Each Crowdcube Investor shall not be entitled to transfer or otherwise dispose of the whole or any part of their interest in, or rights in respect of, or grant any option or other rights over, the beneficial interest in the Crowdcube Shares held by them other than (i) to its Permitted Transferee or (ii) with the prior written consent of the Board (including the Investor Director) or (iii) where required to do so pursuant to these Articles or (iv) pursuant to acceptance of an Offer (as defined in Article 17 2) and provided in each case that the Crowdcube Nominee shall at all times remain the holder of the legal title of the Crowdcube Shares If such a transfer is made by a Crowdcube Investor pursuant to this Article 12 12, the transferee shall be treated as a Crowdcube Investor for all purposes under these Articles
- 12 13 In any case where a proposed transfer of any shares under these Articles requires regulatory approval, such transfer shall require the prior written consent of the Board (such consent not to be unreasonably withheld)
- 12 14 In the event that the legal title to any Ordinary Shares is held by a nominee on behalf of any Shareholder, any offers, notices or communications required to be made to such Shareholder pursuant to these Articles (including without limitation Article 17, 18 and 19) shall be deemed satisfied, in respect of such Ordinary Shares, by the provision of such offer, notice or communication (as the case may be) to the relevant nominee Any response to such offer, notice or communication (as the case may be) shall be validly made under these Articles by the nominee on behalf of the relevant Shareholder and such response shall be binding on such relevant Shareholder without the need to obtain further approval from them

13. PERMITTED TRANSFERS

- 13 1 Subject to Articles 12 11, 12 12 and 12 13, a Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Ordinary Shares to a Permitted Transferee without restriction as to price or otherwise
- 13 2 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any share to those Permitted Transferees, in each case without restriction as to price or otherwise Shares previously transferred as permitted by this Article 13 2 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise
- 13 3 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder (other than as part of a process leading to the dissolution or liquidation of the Original Shareholder), the Permitted Transferee must not later than five Business Days after the

date on which the Permitted Transferee so ceases, transfer the shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those shares

13 4 Trustees may (i) transfer shares to a Qualifying Company or (ii) transfer shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise

13 5 No transfer of shares may be made to Trustees unless the Board is satisfied

- (a) with the terms of the trust instrument and in particular with the powers of the trustees,
- (b) with the identity of the proposed trustees,
- (c) the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts, and
- (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company

13 6 If a company to which a share has been transferred under Article 13 4 ceases to be a Qualifying Company it must within five Business Days of so ceasing, transfer the shares held by it to the Trustees or to a Qualifying Company (and may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such shares

13 7 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either

- (a) execute and deliver to the Company a transfer of the shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or
- (b) give a Transfer Notice to the Company in accordance with Article 14 2,

failing which he shall be deemed to have given a Transfer Notice

13 8 On the death (subject to Article 13 2), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a

transfer of the shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

- 13.9 Any shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board including the Investor Director.

14. TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

- 14.1 Save where the provisions of Articles 13, 17, 18 and 19 apply and subject to Articles 12.11 to 12.13, any transfer of shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 14.

- 14.2 A Shareholder who wishes to transfer Ordinary Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any shares give notice in writing (a "**Transfer Notice**") to the Company specifying

- (a) the number of Ordinary Shares which he wishes to transfer (the "**Sale Shares**"),
- (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,
- (c) the price at which he wishes to transfer the Sale Shares (the "**Transfer Price**"), and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**").

If no cash price is specified by the Seller, the Transfer Price must be agreed by the Board (including the consent of the Investor Director). In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (including the consent of the Investor Director). In both cases, the price will be deemed to be Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.

- 14.3 Except with the written consent of the Board (including the Investor Director), no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

- 14.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

- 14.5 As soon as practicable following the later of

- (a) receipt of a Transfer Notice, and
- (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 15,

the Board shall offer the Sale Shares for sale to Shareholders in the manner set out in Article 14 6 Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered

14 6 Transfers Offer

- (a) The Board shall offer the Sale Shares to all holders of Ordinary Shares other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy
- (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under this Article 14 6 will be conditional on the fulfilment of the Minimum Transfer Condition
- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy
- (d) If not all Sale Shares are allocated in accordance with Article 14 6(c) but there are applications for Sale Shares that have not been satisfied, those Sale Shares that have not yet been allocated shall be allocated to the relevant applicant(s) in accordance with the procedure set out in Article 14 6(c), which procedure shall be repeated until all Sale Shares have been allocated
- (e) If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Surplus Shares**") will be dealt with in accordance with Article 14 7(e)

14 7 Completion of transfer of Sale Shares

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 14 6 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

- (b) If
 - (i) the Transfer Notice does not include a Minimum Transfer Condition, and
 - (ii) allocations have been made in respect of all the Sale Shares,

the Board shall, when no further offers are required to be made under Article 14 6, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares

- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it
- (d) If the Seller fails to comply with the provisions of Article 14 7(c)
 - (i) the chairperson of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
 - (B) receive the Transfer Price and give a good discharge for it, and
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the shares purchased by them, and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate)
- (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 14 7(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the Surplus Shares to any person at a price at least equal to the Transfer Price provided that the sale of the Surplus Shares shall continue to be subject to any Minimum Transfer Conditions
- (f) The right of the Seller to transfer shares under Article 14 7(e) does not apply if the Board is of the opinion on reasonable grounds that

- (i) the transferee is a person (or a nominee for a person) who the Board determines in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company,
- (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or
- (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above

14 8 Waiver of restrictions

The restrictions imposed by this Article may be waived in relation to any proposed transfer of shares with the consent of the Board (including the Investor Director) and the consent of the holders of at least seventy-five per cent (75%) of the Ordinary Shares held by Shareholders who, but for the waiver, would have been entitled to have such shares offered to them in accordance with this Article

14 9 Passion may assign all or any portion of its rights under this Article 14 to a Permitted Transferee

15 VALUATION OF SHARES

15 1 If no Transfer Price can be agreed between the Seller and the Board in accordance with the provisions of Articles 12 8 or 14 2 then, on the date of failure to reach agreement (in accordance with the time limits set out in Article 12 8(a), the Board shall either

- (a) appoint an expert valuer in accordance with Article 15 2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares, or
- (b) (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice

15 2 The Expert Valuer will be either

- (a) the Auditors, or
- (b) an independent firm of Chartered Accountants to be agreed between the Board (including the Investor Director) and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company

- 15 3 The "Fair Value" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases
- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer,
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
 - (c) that the Sale Shares are capable of being transferred without restriction,
 - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Ordinary Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, and
 - (e) reflecting any other factors which the Expert Valuer reasonably believes should be taken into account
- 15 4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit
- 15 5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of its appointment and to notify the Board of their determination
- 15 6 The Expert Valuer shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error)
- 15 7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to it agreeing such confidentiality provisions as the Board may reasonably impose
- 15 8 The Expert Valuer shall deliver its certificate to the Company As soon as the Company receives the certificate it shall deliver a copy of it to the Seller Unless the shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares
- 15 9 The cost of obtaining the certificate shall be paid by the Company unless
- (a) the Seller cancels the Company's authority to sell, or
 - (b) the sale is pursuant to a Transfer Notice which is deemed to have been served, and the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost

16. COMPULSORY TRANSFERS – GENERAL

- 16 1 The provisions of this Article 16 shall not apply to the Crowdcube Nominee or the Crowdcube Investors
- 16 2 A person entitled to a share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that share at a time determined by the Directors
- 16 3 If a share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either
- (a) to effect a Permitted Transfer of such shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or
 - (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder

If either requirement in this Article 16 3 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such share save to the extent that, the Directors may otherwise determine

- 16 4 If a Shareholder which is a company or a Permitted Transferee of that Shareholder, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (or Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and/or such Permitted Transferee save to the extent that, and at a time, the Directors may determine
- 16 5 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the shares registered in its and their names and their respective nominees' names save that in the case of a Permitted Transferee, it shall first be permitted to transfer those shares back to the Original Shareholder from whom it received its shares or to any other Permitted Transferee before being required to serve a Transfer Notice This Article 16 5 shall not apply to a member that is an Investor

17. MANDATORY OFFER ON CHANGE OF CONTROL

- 17 1 Except in the case of Permitted Transfers and transfers pursuant to Article 16, after going through the pre-emption procedure in Article 14, the provisions of Article 17 2 will apply if one or more Shareholders ("**Proposed Sellers**") proposes to transfer in one or a series of related transactions any Ordinary Shares (the "**Proposed Transfer**") which would, if

put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company

- 17 2 Subject to Article 12 14, a Proposed Seller must, before making a Proposed Transfer, procure the making by the Proposed Purchaser of an offer (the "**Offer**") to all other holders of Ordinary Shares to acquire all of the Ordinary Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 17 7)
- 17 3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**") The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of shares proposed to be purchased by the Proposed Purchaser (the "**Proposed Sale Shares**")
- 17 4 Subject to Article 12 14, if any other holder of Ordinary Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect
- 17 5 Subject to Article 12 14, if the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional on the completion of the purchase of all the shares held by Accepting Shareholders
- 17 6 The Proposed Transfer is subject to the pre-emption provisions of Article 14 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 14
- 17 7 For the purpose of this Article
- (a) the expression "**Specified Price**" shall mean in respect of each share a sum in cash equal to the highest price per share offered or paid by the Proposed Purchaser
- (i) in the Proposed Transfer, or
- (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,
- plus an amount equal to the Relevant Sum, as defined in Article 17 7(b), of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the shares, provided however that in the case of the Ordinary Shares held by the Investor,

the Specified Price shall not be less per share than the Original Purchase Price (the "**Supplemental Consideration**"), and

(b) **Relevant Sum** = C – A

where A = number of Ordinary Shares being sold in connection with the relevant Proposed Transfer, and

C = the Supplemental Consideration

18. CO-SALE RIGHT

18 1 No transfer (other than a Permitted Transfer) of any Ordinary Shares may be made or validly registered unless the relevant Shareholder (a "**Selling Shareholder**") shall have observed the following procedures of this Article, unless an Investor Majority has determined (in writing) that this Article 18 shall not apply to such transfer

18 2 After the Selling Shareholder has gone through the pre-emption process set out in Article 14 and subject to Article 12 14, the Selling Shareholder shall give to each Shareholder who has not taken up his pre-emptive rights under Article 14 in connection with such proposed transfer (each an "**Equity Holder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**") The Co-Sale Notice shall specify

- (a) the identity of the proposed purchaser (the "**Buyer**"),
- (b) the price per share which the Buyer is proposing to pay,
- (c) the manner in which the consideration is to be paid,
- (d) the number of Ordinary Shares which the Selling Shareholder proposes to sell, and
- (e) the address where the counter-notice should be sent

18 3 Any Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that it wishes to sell a certain number of Ordinary Shares held by it at the proposed sale price, by sending a counter-notice which shall specify the number of Ordinary Shares which the Equity Holder wishes to sell The maximum number of shares which any Equity Holder can sell under this procedure shall be

$$\left(\frac{X}{Y} \right) \times Z$$

where

X is the number of Ordinary Shares held by the Equity Holder,

Y is the total number of Ordinary Shares held by the Equity Holders and the Selling Shareholder,

Z is the number of Ordinary Shares the Selling Shareholder proposes to sell

If any Equity Holder does not send a counter-notice within such five Business Day period such Equity Holder shall be deemed to have specified that it wishes to sell no shares

18 4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which the Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder from the Buyer

18 5 No sale by the Selling Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice

18 6 Sales made in accordance with this Article 18 shall not be subject to Article 14

19 DRAG-ALONG

19 1 If an Ordinary Majority and an Investor Majority (the "**Drag Shareholders**") wish to transfer all their interest in shares (the "**Drag Shares**") to a Proposed Purchaser, then the Drag Shareholders shall have the option (the "**Drag Along Option**") to require all the other holders of shares (the "**Called Shareholders**") to sell and transfer all their shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article

19 2 The Drag Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders (subject to Article 12 14) at any time before the transfer of the Drag Shares to the Proposed Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares (the "**Called Shares**") under this Article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article) and the proposed date of transfer

19 3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Drag Shares by the Drag Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice. The Drag Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice

- 19 4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Purchaser were distributed to the holders of the Called Shares and the Drag Shares in accordance with the provisions of Article 5
- 19 5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this Article, such that without limitation no Called Shareholder shall be required to provide any warranty or representation (except as to title and capacity and then only on the basis that the Called Shareholder's maximum liability shall be limited to the consideration actually received by such Called Shareholder inclusive of all costs and expenses of the claim) or indemnity
- 19 6 Within five Business Days of the Drag Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant share certificate(s) (or an indemnity for any lost certificate in a form acceptable to the Board) to the Company. On the expiration of that five Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the consideration they are due pursuant to Article 19 4 to the extent the Proposed Purchaser has paid such consideration to the Company. The Company's receipt for the consideration due pursuant to Article 19 4 shall be a good discharge to the Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 19 4 in trust for the Called Shareholders without any obligation to pay interest
- 19 7 To the extent that the Proposed Purchaser has not, on the expiration of such five Business Day period, paid the consideration due to the Company pursuant to Article 19 4, the Called Shareholders shall be entitled to the immediate return of the stock transfer forms and share certificate (or an indemnity for any lost certificate in a form acceptable to the Board) for the relevant shares and the Called Shareholders shall have no further rights or obligations under this Article 19 in respect of the relevant Drag Along Notice
- 19 8 If a Called Shareholder fails to deliver stock transfer forms and share certificates (or suitable indemnity) for its shares to the Company upon the expiration of such five Business Day period, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder for taking such actions as are necessary to effect the transfer of the Called Shareholder's shares and, the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's shares on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, at the expiration of that five Business Day period, paid the consideration due to the Company pursuant to Article 19 4 for the Called Shareholder's shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his shares (or suitable indemnity) to the Company

On surrender, he shall be entitled to the consideration due to him pursuant to Article 19 4

- 19 9 Any transfer of shares to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 14
- 19 10 If any new shares ("**New Shares**") are issued to any person, following the issue of a Drag Along Notice pursuant to the exercise of an option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder in respect of their New Shares on the same terms as the previous Drag Along Notice and the New Shareholder shall then be bound to sell and transfer all such New Shares to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the New Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder

20 GENERAL MEETINGS

- 20 1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act
- 20 2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in Model Article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least fifty per cent (50%) in nominal value of the Ordinary Shares, any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held
- 20 3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairperson
- 20 4 If a demand for a poll is withdrawn under Model Article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made
- 20 5 Polls must be taken in such manner as the chairperson directs. A poll demanded on the election of a chairperson or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time

and place as the chairperson directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

- 20.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 20.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver proxy notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

21 PROXIES

- 21.1 Paragraph (c) of Model Article 45(1) of the Model Articles shall be deleted and replaced by the words "is signed by or on behalf of the shareholder appointing the proxy and accompanied by the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".
- 21.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may
- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote,
 - (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairperson or to the company secretary or to any Director, or
 - (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairperson or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairperson or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

22. NUMBER AND APPOINTMENT OF DIRECTORS

22 1 Unless and until the Company in general meeting or by written resolution of the members shall otherwise determine with Investor Majority Consent, the number of Directors shall not be less than two

22 2 For so long as Passion

- (a) hold more than ten per cent (10%) of the Shares in issue from time to time, Passion shall be entitled to nominate one person to act as a director of the Company by notice in writing addressed to the Company from time to time (the "**Investor Director**"),
- (b) hold more than five per cent (5%) but not more than ten per cent (10%) of the Shares in issue from time to time, Passion shall be entitled to nominate one person to act as an observer to the Board and receive copies of all Board papers as if he were a director but not entitled to vote on any resolutions proposed at a Board meeting,

and the other Shareholders shall not vote their shares so as to remove the director appointed under Article 22 2(a) from office Passion shall be entitled to remove their nominated director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place

22 3 For so long as the Founders together

- (a) hold more than thirty per cent (30%) of the Ordinary Shares in issue from time to time, such Founders shall together be entitled to nominate two persons to each act as a Director of the Company by notice in writing addressed to the Company from time to time, or
- (b) hold more than fifteen per cent (15%) but not more than thirty per cent (30%) of the Ordinary Shares in issue from time to time, such Founders shall together be entitled to nominate one person to act as a Director of the Company by notice in writing addressed to the Company from time to time,

and the other Shareholders shall not vote their shares so as to remove any such Director from office The Founders shall together be entitled to remove any nominated Director so appointed at any time by notice in writing to the Company served at its registered office and, whether any such nominated director is so removed or removed for any other reason, appoint another person to act in his place

The Founders shall be entitled to exercise their rights under this Article 22 3 by majority decision, with such majority to be determined by reference to shareholdings

If a person nominated to act as a Director of the Company pursuant to this Article 22 3 is a Relevant Person at the time of such appointment and at any time thereafter ceases to be a Relevant Person on a full-time basis for any reason, the appointment of such person

shall automatically and immediately terminate and such person may not be reappointed as a Director pursuant to this Article 22 3 without Investor Majority Consent

- 22 4 An appointment or removal of a Director under either Article 22 2 or Article 22 3 will take effect at and from the time when the written notice is received at the registered office of the Company or produced to a meeting of the directors of the Company
- 22 5 The Investor Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking
- 22 6 In respect of any actions or matters requiring the acceptance, approval, agreement or consent or words having similar effect of the Investor Director under these Articles, if at any time there is no Investor Director appointed, Investor Majority Consent shall be required
- 22 7 Any reference to the acceptance, approval, agreement or consent of the Investor Director or words having similar effect shall be deemed to be a reference to his acceptance, approval, agreement or consent in writing or to his vote in favour of a resolution in respect of the matter concerned at a duly convened and quorate meeting of the Board, such vote being recorded in minutes of the meeting of the Board which are subsequently approved in writing by the Investor Director
- 22 8 Any Director may appoint as an alternate any other Director, or any other person approved by the Investor Director, to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors, in the absence of the appointing Director. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointing Director, or in any other manner approved by the Directors

23. DISQUALIFICATION OF DIRECTORS

In addition to that provided in Model Article 18 of the Model Articles, the office of a Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated

24 PROCEEDINGS OF DIRECTORS

- 24 1 The quorum for Directors' meetings shall be two Director(s) which shall include the Investor Director if appointed (save that where a Relevant Interest of the Investor Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, the Investor Director and any other interested Director shall not be included for the purpose of such authorisation but shall be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting and the Investor

Director If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed

- 24 2 The directors may appoint a director to chair their meetings (the "**Chairperson**")
- 24 3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairperson shall be deemed to be the place of the meeting
- 24 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 at any time before or 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
- 24 5 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting
- 24 6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairperson shall not have a second or casting vote
- 24 7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in Model Article 7(1) of the Model Articles to Model Article 8 of the Model Articles shall be deemed to include a reference to this Article also

25. DIRECTORS' INTERESTS

Specific interests of a Director

- 25 1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind
- (a) where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested,

- (b) where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested,
- (c) where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company,
- (d) where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of Auditor) in respect of the Company or body corporate in which the Company is in any way interested,
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested,
- (f) where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as Auditor) whether or not he or it is remunerated for this,
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- (h) any other interest authorised by ordinary resolution

Interests of an Investor Director

25.2 In addition to the provisions of Article 25.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in

- (a) his appointing Investor,
- (b) a Fund Manager which manages or advises or manages such Investor,
- (c) any of the funds advised or managed by a Fund Manager who advises or manages such Investor from time to time, or

- (d) another body corporate or firm in which a Fund Manager who advises or manages such Investor or any fund managed or advised by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies

Interests of which a Director is not aware

- 25 3 For the purposes of this Article 25, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his

Accountability of any benefit and validity of a contract

- 25 4 In any situation permitted by this Article 25 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit

Terms and conditions of Board authorisation

- 25 5 Subject to Article 25 6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation
 - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest,
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed, or
 - (iii) restricting the application of the provisions in Articles 25 7 and 25 8, so far as is permitted by law, in respect of such Interested Director, or
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation as they see fit from time to time, and

subject to Article 25 6 an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 25

Terms and conditions of Board authorisation for an Investor Director

- 25 6 Notwithstanding the other provisions of this Article 25, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 25 8

Director's duty of confidentiality to a person other than the Company

- 25 7 Subject to Article 25 8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 25), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required
- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company, or
 - (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director

- 25 8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 25 7 shall apply only if the conflict arises out of a matter which falls within Article 25 1 or Article 25 2 or has been authorised under section 175(5)(a) of the Act

Additional steps to be taken by a Director to manage a conflict of interest

- 25 9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation
- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered, and
 - (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information

Requirement of a Director to declare an interest

25 10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 25 1 or Article 25 2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest

- (a) falling under Article 25 1(g),
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware), or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles

Shareholder approval

25 11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 25

25 12 For the purposes of this Article 25

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties,
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director, and
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified

26 NOTICES

26 1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied

- (a) in hard copy form, or
- (b) in electronic form,

or partly by one of these means and partly by another of these means

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 26

Notices in hard copy form

26 2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas)

- (a) to the Company or any other company at its registered office,
- (b) to the address notified to or by the Company for that purpose,
- (c) in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members, or
- (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors,
- (e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied, or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company

26 3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective

- (a) if delivered, at the time of delivery, or
- (b) if posted, on receipt or 48 hours after the time it was posted, whichever occurs first

Notices in electronic form

26 4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may

- (a) if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address,
- (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 26 2, or

- (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify by notice (in hard copy or electronic form) to all members of the Company from time to time

26 5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective

- (a) if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first,
- (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first,
- (c) if delivered in an electronic form, at the time of delivery, and
- (d) if sent by any other electronic means as referred to in Article 26 4(c), at the time such delivery is deemed to occur under the Act

26 6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt

General

26 7 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "**Primary Holder**") Notice so given shall constitute notice to all the joint holders

26 8 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise)

27. INDEMNITIES AND INSURANCE

27 1 Subject to the provisions of the Act

- (a) without prejudice to any indemnity to which a Director or officer of the Company may otherwise be entitled, every Director or other officer of the Company (other than the Auditors) shall be entitled to be indemnified out of the assets of the Company against all costs, losses, liabilities and expenses which he may sustain or incur in or about the execution of the duties of his, her or its office or otherwise in relation to his, her or its office, including any liability incurred by him in

defending any proceedings, whether civil or criminal, in which judgment is given in his, her or its favour or in which he is acquitted or in connection with any application under sections 144 or 727 of the Act or sections 661(3) or (4) or 1157 of the Act in which relief is granted to him by the court, and no Director or other officer (other than the Auditors) shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his, her or its office or otherwise in relation to his, her or its office, and

- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company

- 27 2 If requested by an Investor Majority, the Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company

28 DATA PROTECTION

Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

29. SECRETARY

Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.