

Date of Adoption : 20/06/2019

ARTICLES OF ASSOCIATION

OF

COINMODE LTD.

Company number: 10215127

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1 In the Articles, unless the context requires otherwise—

"Accepting Shareholder" has the meaning given in Article 28.2;

"Allotment Acceptance Notice" has the meaning given in Article 35.2;

"Allotment Notice" has the meaning given in Article 35.2;

"Articles" means the company's articles of association;

"Bad Leaver" has the meaning given in Article 36.6;

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

"Beneficial Interest" means any interest in the Company held by the Nominee Company for the benefit of a shareholder;

"Beneficial Owner" means a shareholder whose shares are held by the Nominee Company under a bare trust;

"Board" means the board of directors of the Company as appointed from time to time;

"Business Day" means a day (other than Saturday, Sunday or public holiday in the United Kingdom) when banks in the City of London are generally open for business;

"Called Shareholders" has the meaning given in Article 28.4;

"capitalised sum" has the meaning given in Article 43.1;

"chairman" has the meaning given in Article 12;

"chairman of the meeting" has the meaning given in Article 46.3;

"Company" Coinmode Ltd., a private company limited by shares incorporated and registered in England and Wales with company number 10215127 whose registered office is at Third Floor, 207 Regent Street, London, United Kingdom, W1B 3HH;



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COMPANIES HOUSE

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

"Control" has the meaning given under section 1124 of the Corporation Tax Act 2010;

"Deferred Shares" means shares in the capital of the Company which do not carry a right to a vote, or the right to receive a dividend or the right to share in a distribution (including on a winding up). All Deferred Shares in issue may be redeemed by the Company at any time for the aggregate sum of £1.00;

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

"distribution recipient" has the meaning given in Article 38.2;

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

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

"Encumbrances" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement;

"Fair Value" has the meaning given in Article 31.1;

"Founders" means each of Charles O'Neil, Chun Lai, Steve Tyson, Stuart Radforth and Jerzy Wasowicz;

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

"Group" the Company and its Subsidiaries (if any) from time to time. References to a **"Group Company"** are to any one or more of those companies;

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

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

"instrument" means a document in hard copy form;

"Investor" means any person defined as such in the Shareholders' Agreement;

"Investor Director" has the meaning given in Article 17.1;

"Nominee Company" means Crowdcube Nominees Limited (Company number: 09820478) or any Permitted Transferee or successor organisation of Crowdcube Nominees Limited;

"Nominee Transfer" means:

- (a) the transfer of any Beneficial Interest to a transferee nominated by the transferor for that purpose provided that the legal interest in the relevant shares remains with the Nominee Company; and
- (b) the transfer of the legal ownership to a replacement Nominee Company nominated by Crowdcube Nominees Limited in the event of voluntary or involuntary liquidation of the Nominee Company.

"Offeror" has the meaning given in Article 28.1;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;
"Ordinary Shares" means the ordinary shares of £0.01 each in the capital of the Company;
"paid" means paid or credited as paid;
"participate" means in relation to a directors' meeting, has the meaning given in Article 10.1;
"Permitted Transfer" means a transfer to a direct family member (being a parent, child, grand-child, civil partners or spouse) or incorporated entity that is owned or controlled by the relevant shareholder, a transfer to a person in satisfaction of the exercise of any employee share option approved by the Board from time to time, or a Nominee Transfer;
"Permitted Transferee" means the recipient of shares pursuant to a Permitted Transfer;
"persons entitled" has the meaning given in Article 43.1;
"proxy notice" has the meaning given in Article 52.1;
"relevant director" has the meaning given Article 59.3;
"relevant loss" has the meaning given in Article 60.2;
"Selling Shareholder" has the meaning given in Article 28.1;
"shareholder" means a person who is the holder of a share;
"Shareholder's Agreement" means the agreement between the Company, the Founders and the Investors dated on or around the date of adoption of these Articles;
"shares" means shares in the company;
"special resolution" has the meaning given in section 283 of the Companies Act 2006;
"Specified Price" has the meaning given in Article 27.3;
"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;
"Transfer" has the meaning given in Article 27.1;
"transferee" means the person who has received a transfer;
"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;
"Unvested" means in relation to shares held by the Founders, such of those shares which are not treated as vested pursuant to Article 36;
"Vested" means in relation to shares held by the Founders, such of those shares which are treated as vested pursuant to Article 36.1;
"Valuers" means the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the Selling Shareholder and by the Company or, in the absence of agreement between them on the identity of the expert or its terms of appointment within 20 Business Days of the date of the Transfer Notice, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator);
"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form (via email) or otherwise.

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

2. LIABILITY OF MEMBERS

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

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. DIRECTORS' GENERAL AUTHORITY

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

4. SHAREHOLDERS' RESERVE POWER

- 4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5. DIRECTORS MAY DELEGATE

- 5.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

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

- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. COMMITTEES

- 6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 7.1 The general rule about decision-making by directors is that any decision of the directors must be taken at a meeting by the directors acting by a majority.
- 7.2 If—
- (a) the company only has one director, and
 - (b) no provision of the Articles requires it to have more than one director,

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

- 7.3 The Company shall not, without the consent of 75% of the directors:
- (a) open and/or close business offices of the Company; or
 - (b) buy, sell, or create any Encumbrances over the real estate of the Company.

8. UNANIMOUS DECISIONS

- 8.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 8.3 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 8.4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

9. CALLING A DIRECTORS' MEETING

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

9.2 Notice of any directors' meeting must indicate—

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

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

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

10. PARTICIPATION IN DIRECTORS' MEETINGS

10.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the Articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting,

("participate").

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

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

11. QUORUM FOR DIRECTORS' MEETINGS

11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 The quorum for the transaction of business at any meeting of the Board may be fixed from time to time by a decision of the directors, but it must never be less than two.

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

(a) to appoint further directors, or

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

12. CHAIRING OF DIRECTORS' MEETING

12.1 The directors may appoint a director to chair their meetings.

12.2 The person so appointed for the time being is known as the chairman (the "chairman").

12.3 The directors may terminate the chairman's appointment at any time.

12.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

13. CASTING VOTE

13.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

13.2 But this does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14. CONFLICTS OF INTEREST

14.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14.2 But if Article 14.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

14.3 This paragraph applies when –

- (a) the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the director's conflict of interest arises from a permitted cause.
- (d) the director has declared any conflict and/or his interest in the relevant decision to be considered by the board to the board of directors of the Company.

14.4 For the purposes of this Article, the following are permitted causes –

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors.

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

14.6 Subject to Article 14.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

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

15. RECORDS OF DECISIONS TO BE KEPT

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

16. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS

17. METHODS OF APPOINTING DIRECTORS

- 17.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
- (a) by ordinary resolution, or
 - (b) by a decision of the directors, or
 - (c) by a decision of each of the Founders; or
 - (d) by a decision of a majority by shareholding of Investors (such director to be an “Investor Director”).
- 17.2 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- 17.3 For the purposes of Article 17.2, where 2 or more shareholders die in circumstances rendering it uncertain who was last to die, a younger shareholder is deemed to have survived an older shareholder.

18. TERMINATION OF DIRECTOR'S APPOINTMENT

- 18.1 A person ceases to be a director as soon as—
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

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

19. DIRECTORS' REMUNERATION

19.1 Directors may undertake any services for the company that the directors decide.

19.2 Directors are entitled to such remuneration as the directors determine—

- (a) for their services to the company as directors, and
- (b) for any other service which they undertake for the company.

19.3 Subject to the Articles, a director's remuneration may—

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

19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

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

20. DIRECTORS' EXPENSES

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

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

PART 3 SHARES AND DISTRIBUTIONS SHARES

21. ALL SHARES TO BE FULLY PAID UP

- 21.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- 21.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

22. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 22.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 22.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

23. CLASSES OF SHARE

- 23.1 Notwithstanding the provisions of Article 22 of the Model Articles, the Company shall have the following classes of share:
- (a) Ordinary Shares each of which shall have a par value of £0.01 and shall carry the right to a vote at a meeting of the shareholders, the right to receive a dividend and the right to participate in a distribution (including on a winding up). No Ordinary Share shall be redeemable; and
 - (b) Deferred Shares.

24. SHARE CERTIFICATES

- 24.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 24.2 Every certificate must specify—
- (a) in respect of how many shares, of what class, it is issued;
 - (b) the nominal value of those shares;
 - (c) that the shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- 24.3 No certificate may be issued in respect of shares of more than one class.
- 24.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 24.5 Certificates must—

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

25. REPLACEMENT SHARE CERTIFICATES

25.1 If a certificate issued in respect of a shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

25.2 A shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

26. SHARE TRANSFERS

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

26.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

26.3 The company may retain any instrument of transfer which is registered.

26.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

26.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

27. TRANSFER OF SHARES

27.1 The expression "**Transfer**" as used in these Articles includes (but is not limited to) a sale, assignment, creation of a security interest over and any other disposal or transfer of any share or any interest in any share in the capital of the Company.

27.2 Other than a Permitted Transfer, no Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the capital of the Company, except as permitted by these Articles. Any Transfer made in breach of these Articles shall be void from the beginning and of no effect and shall be disregarded by the Board.

27.3 No sale or transfer of the legal interest in any Ordinary Shares may be made or validly registered (a "**Relevant Transaction**") unless the Company has consented to such transfer, and the proposed seller of such Ordinary Shares (the "**Proposing Transferor**") shall have procured a written offer (the "**Transfer Notice**") by the proposed transferee (or any person or persons acting in concert with it) (the "**Proposing Transferee**") to acquire such of any Investors' shares as shall be specified at an agreed price (the "**Specified Price**").

27.4 The offer referred to in 28.3 above shall be on terms that:

(a) it will be open for acceptance in England and Wales for a period of at least 28 days following the making of the offer;

(b) it shall be for the number of Investors' shares equal to x where $x = \frac{Y}{T} \times A$

Where Y = the number of Ordinary Shares comprised in the Relevant Transaction;

Where T = the total number of Ordinary Shares in issue less A ;

Where A = the total number of Investors' shares at that time;

(c) each Member of the company to whom such offer is made shall be entitled to receive for each of the shares held a sum per share equal to the Specified Price multiplied by the number of shares to be sold per clause 28.3;

(d) the purchase of any shares held by a Member in respect of which such offer is accepted shall be completed at the same time as the Relevant Transaction;

(e) the Specified Price which the Investors shall be entitled to receive in respect of each share held shall be equal to the price per Share paid in money or money's worth or to be paid in the Relevant Transaction;

(f) any disagreement as to the calculation of the Specified Price which each Member is entitled to receive in respect of each share held for the purposes of this Article shall be referred to such firm of Chartered Accountants as may be nominated by the President of

the Institute for Chartered Accountants in England and Wales ("**Accountants**"). The Accountants (acting as experts and not arbitrators) shall be instructed to determine the disagreement and the decision shall be final and binding (in the absence of manifest error). The costs of the Accountants shall be borne by the Initiating party; and

- (g) if the Company fails before the end of the Acceptance Period to find a Purchaser or Purchasers for any of the Sale Shares, the selling shareholder may sell all or any of the Sale Shares to any third party/parties.

28. DRAG ALONG AND TAG ALONG

- 28.1 In the event that any Shareholder(s) (the "**Selling Shareholders**") propose to sell the legal or beneficial interests in their shares which would result in the offer (the "**Offeror**"), and any person acting in concert with the Offeror, acquiring in excess of 50% of the shares in the Company, the remaining Shareholders (the "**Remaining Shareholders**") shall have the right to require that the Selling Shareholders procure that the Offeror offers to purchase all their Shares at the same price and otherwise on the same terms offered to the Selling Shareholders (the "**Tag Along Right**").
- 28.2 The Tag Along Right may be exercised by the Remaining Shareholders serving notice to that effect (the "**Accepting Shareholder**") on the Selling Shareholders at any time not less than 14 days prior to the date on which the Selling Shareholders sell their shares to the Offeror.
- 28.3 A Tag Along Right once exercised shall be irrevocable but shall lapse (and the obligations there under shall lapse) in the event that for every reason the Selling Shareholders do not transfer such shares to the Offeror. Upon the exercise of the Tag Along Right, the Remaining Shareholders shall be bound to accept the offer made to them in respect of their entire holding of Shares and to comply with the obligations assumed by virtue of such acceptance.
- 28.4 Subject to the prior compliance with the provisions of clause 5 above, in the event that any Shareholder(s) (the "**Selling Shareholders**") propose to sell the legal or beneficial interests in 75% or more of the issued share capital – held by the external shareholders – of the Company to a bona fide third party proposed purchaser (the "**Offeror**"), the Selling Shareholders and/or the Offeror may require the Remaining Shareholders (the "**Called Shareholders**") to sell and transfer all their Shares to the Offeror at the same price and otherwise on the same terms offered to the Selling Shareholders (the "**Drag Along Right**").
- 28.5 If any external Shareholder so "dragged" within the three-year period following disbursement of their individual investment, and therefore creating a potential

liability to HMRC of in terms of a reclaim of income tax deductibility at the appropriate rate, and equally a crystallised capital gain liability, again at the appropriate rate, the company shall be required to make full recompense to the effect shareholders of any or all such HMRC charges arising by nature of the "dragging".

- 28.6 Such payments will be made by the company at the point of acquisition by the new company – out of cash proceeds from such a sale; payment of such cash proceeds will take priority over all or any distribution of cash from such a liquidity event.

29. EVENTS OF DEFAULT

- 29.1 A Shareholder is deemed to have served a Transfer Notice under Article 28 immediately before a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors.

- 29.2 The deemed Transfer Notice has the same effect as a Transfer Notice, except that the deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the shares and the sale price shall be the Fair Value of those shares, determined by the Valuers in accordance with Article 31.

30. COMPLETION OF SHARE PURCHASE

- 30.1 At completion of the sale and purchase of shares under Articles 27, 28 and 29:
- (a) the Selling Shareholder or Called Shareholder or Accepting Shareholder (as the case may be) shall (to the extent not already done) deliver, or procure that there is delivered to each Purchasing Shareholder or the Proposed Buyer or the Buyer (as the case may be), a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as each Purchasing Shareholder, Proposed Buyer or the Company may reasonably require to show good title to the shares, or to enable him to be registered as the holder of the shares; and
 - (b) each relevant Purchasing Shareholder or the Proposed Buyer (as the case may be) shall deliver or procure that there is delivered to the Selling Shareholder or the Called Shareholder or the Accepting Shareholder (as the case may be) a bankers' draft made payable to the Selling Shareholder or the Called Shareholder or the Accepting Shareholder (as the case may be) or to his order for the sale price for the shares being transferred to him (or such other method of payment agreed between a Purchasing Shareholder or the Proposed Buyer or the

Buyer and the Selling Shareholder or the Called Shareholder the Accepting Shareholder (as the case may be).

- 30.2 Any Transfer of shares by way of a sale that is required to be made under the Investment Agreement shall be deemed to include a warranty that the Selling Shareholder or the Called Shareholders or the Accepting Shareholders (as the case may be) sells the shares with full title guarantee.
- 30.3 Each of the Purchasing Shareholders or the Proposed Buyer or the Buyer shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) the registration (subject to due stamping by the Purchasing Shareholders or the Proposed Buyer or the Buyer) of the Transfers of the shares under this Article 30 and each of them consents to such Transfers and registrations.

31. FAIR VALUE

- 31.1 The “**Fair Value**” for any share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:
- (a) valuing each of the shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - (d) the shares are sold free of all restrictions, liens, charges and other encumbrances; and
 - (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value.

32. TRANSMISSION OF SHARES

- 32.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 32.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

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

33. EXERCISE OF TRANSMITTEES' RIGHTS

- 33.1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 33.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 33.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

34. TRANSMITTEES BOUND BY PRIOR NOTICES

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

35. ALLOTMENT

- 35.1 The Company shall offer the Shareholders a right of first refusal to subscribe for any new shares to be allotted by the Company at the price per share at which the shares are offered by the Company or at which a third party is prepared to subscribe for such shares.
- 35.2 The Company shall serve notice on the Shareholders (the "**Allotment Notice**") which shall specify the number of shares to be allotted and the price per share at which the shares are to be allotted. Each Shareholder shall be permitted in its sole and absolute discretion by serving a notice (the "**Allotment Acceptance Notice**") on the Company within 7 days of receipt of the Allotment Notice to choose to subscribe for some or all of such shares at the price per share set out in the Allotment Notice.
- 35.3 In the event that a Shareholder does not serve an Allotment Acceptance Notice on the Company within the period set out in Article 35.2, the Company shall be permitted to allot the shares to any other person at the price specified in the Allotment Notice.

- 35.4 In the event that only one Shareholder serves an Allotment Acceptance Notice on the Company within the period set out in Article 35.2, the Company (on receipt of the appropriate sums in respect of allotment monies) shall issue such number of shares as are set out in the Allotment Acceptance Notice (on condition that such number is not in excess of the maximum number of shares set out in the Allotment Notice) to such Shareholder.
- 35.5 In the event that more than one Shareholder serves an Allotment Acceptance Notice on the Company within the period set out in Article 35.2, the Company (on receipt of the appropriate sums in respect of allotment monies) shall issue such number of shares to each Shareholder as are equal to the proportion of shares held by them of the aggregate number of shares held by all Shareholders who have served an Allotment Acceptance Notice (on condition that the aggregate number of shares issued is not in excess of the maximum number of shares set out in the Allotment Notice).
- 35.6 The Company shall be permitted to allot any shares not subscribed for by the Shareholders to any other person at the price specified in the Allotment Notice.
- 35.7 On allotment of any new shares to a third party, such third party shall sign a deed of adherence in the form of Schedule 3 to the Shareholders' Agreement.
- 35.8 The pre-emption rights in this Article 35 shall not apply to any shares issued on exercise of options granted to employees, advisors, contractors or other stakeholders of the Company.
- 36. VESTING OF FOUNDERS' SHARES**
- 36.1 Subject to the remainder of this Article 36, all shares held by each of the Founders shall be deemed vested as follows:
- (a) on the Vesting Commencement Date, 1,000 shares; and
 - (b) 28 shares at the end of each calendar month from the Vesting Commencement Date to and including the 35th calendar month after the Vesting Commencement Date; and
 - (c) 20 shares shall vest at the expiry of the 36th calendar month after the Vesting Commencement Date.
- 36.2 If at any time during the period of three years from the date of adoption of these Articles a Founder terminates his employment with the Company, or suffers his employment being terminated, in circumstances where he is a Bad Leaver, the Board shall in its sole and absolute discretion:
- (a) convert all of the Unvested Shares held by such Founder into Deferred Shares; or

- (b) transfer to one or more persons all of the Unvested Shares held by such Founder at nominal value.

- 36.3 If a Founder terminates his employment with the Company during the period of three years from the date of adoption of these Articles, on the grounds of illness resulting in permanent incapacity (whether physical or mental) or the Founder dies, his shares shall be deemed to be fully Vested immediately prior to the date of that Founder's termination of employment or death (as applicable).
- 36.4 In the event that substantially the entire issued share capital of the Company is sold (or substantially the whole of the business and assets of the Company are sold) during the period of three years from the date of adoption of these Articles, the shares held by each Founder holding shares at such time shall be deemed to be fully Vested immediately prior to such sale.
- 36.5 In the event that there is a change of Control of the Company during the period of three years from the date of adoption of these Articles, the shares held by each Founder shall be deemed to be fully Vested immediately prior to the date of the change of Control.
- 36.6 A Founder shall be a "**Bad Leaver**" where he terminates his employment or his employment is terminated during the period of three years from the date of adoption of these Articles in circumstances where in the reasonable opinion of the Board he has failed to meet the following obligations. A Founder shall:
- (a) commit as much time as is necessary to perform his duties to the Company and in any case, remain in full-time employment with the Company unless the prior written consent of the Board has been given to do otherwise;
 - (b) not be employed as an employee or contractor by any third party during the period of three years from the date of adoption of these Articles except with the prior written consent of the Board;
 - (c) not be in breach of any of any non-compete restrictions set out in the Shareholders' Agreement;
 - (d) not be in material breach of his employment contract with the Company (as amended from time to time with the consent of the Board);
 - (e) not commit any criminal offence (other than an offence for which a fine or a non-custodial penalty is imposed); and
 - (f) not be dismissed for gross misconduct (as upheld by a court or tribunal of competent jurisdiction).
- 36.7 Prior to all shares held by the relevant Founder becoming Vested, such Founder shall not, and shall not 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 of his Unvested shares to any person except with the prior written consent of the Board.

- 36.8 The Board may in its sole and absolute discretion, with the consent of a majority by shareholding of the Investors, declare at any time that some or all of any Founders' shares are Vested.
- 36.9 The "**Vesting Commencement Date**" shall be set with the consent of 75% by shareholding of the Founders. The same percentage of the Founders may start and stop the vesting in respect of any individual Founder at any time.
- 36.10 If at the end of the period of 3 years from the date of adoption of these Articles there remain any Unvested Shares held by any of the Founders, such Unvested Shares shall be returned to the Company (in whatever manner the Company sees fit) to be added to any option pool or otherwise to be used as the Company sees fit.

DIVIDENDS AND OTHER DISTRIBUTIONS

37. PROCEDURE FOR DECLARING DIVIDENDS

- 37.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 37.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 37.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 37.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 37.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 37.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 37.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

38. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

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

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

38.2 In the Articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable—

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or

otherwise by operation of law, the transmittee.

39. NO INTEREST ON DISTRIBUTIONS

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

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the company.

40. UNCLAIMED DISTRIBUTIONS

40.1 All dividends or other sums which are—

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

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

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

40.3 If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

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

41. NON-CASH DISTRIBUTIONS

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

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

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

42. WAIVER OF DISTRIBUTIONS

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

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

43. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

43.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution –

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

43.2 Capitalised sums must be applied –

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them.

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

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

43.5 Subject to the Articles the directors may –

- (a) Apply capitalised sums in accordance with Articles 43.3 and 43.4 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

44. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

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

44.2 A person is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such

resolutions are passed at the same time as the votes of all the other persons attending the meeting.

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

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

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

45. QUORUM FOR GENERAL MEETINGS

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

46. CHAIRING GENERAL MEETINGS

46.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

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

- (a) the directors present, or
- (b) (if no directors are present), the meeting,

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

46.3 The person chairing a meeting in accordance with this Article is referred to as **"the chairman of the meeting"**.

47. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

47.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

47.2 The chairman of the meeting may permit other persons who are not—

- (a) shareholders of the company, or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

48. ADJOURNMENT

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

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

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

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

48.4 When adjourning a general meeting, the chairman of the meeting must—

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

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

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

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

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

VOTING AT GENERAL MEETINGS

49. VOTING: GENERAL

49.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

49.2 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.

50. ERRORS AND DISPUTES

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

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

51. POLL VOTES

51.1 A poll on a resolution may be demanded—

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

51.2 A poll may be demanded by—

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

- 51.3 A demand for a poll may be withdrawn if—
- (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- 51.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

52. CONTENT OF PROXY NOTICES

- 52.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which—
- (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 52.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 52.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 52.4 Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

53. DELIVERY OF PROXY NOTICES

- 53.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 53.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

- 53.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 53.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 54. AMENDMENTS TO RESOLUTIONS**
- 54.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 54.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 54.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

55. MEANS OF COMMUNICATION TO BE USED

- 55.1 Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 55.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

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

56. COMPANY SEALS

56.1 Any common seal may only be used by the authority of the directors.

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

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

56.4 For the purposes of this Article, an authorised person is –

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

57. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

58. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

DIRECTORS' INDEMNITY AND INSURANCE

59. INDEMNITY

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

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

- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (c) any other liability incurred by that director as an officer of the company or an associated company.
- 59.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 59.3 In this Article and Article 60 —
 - (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (b) a “**relevant director**” means any director or former director of the company or an associated company.

60. INSURANCE

- 60.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- 60.2 In this Article—
 - (a) a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
 - (b) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.