

DATED 25 June 2021

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BORROW A BOAT LTD  
(company number 10490013)

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ARTICLES OF ASSOCIATION  
adopted on 25 June 2021

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Company number: 10490013

PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION OF  
  
BORROW A BOAT LTD

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following definitions will apply:

Accountants  
the accountants of the Company for the time being;

Accounting Period  
an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act;

acting in concert  
has the meaning set out in the City Code on Takeovers and Mergers in force for the time being;

Act  
the Companies Act 2006;

Adoption Date  
the date of the adoption of these Articles by the Company;

A Manager Director  
a director appointed pursuant to article 15.3.1;

A Manager  
the person defined as the A Manager in the Investment Agreement (including any additional or replacement A Manager who joined as an A Manager in a deed of adherence to, and in the form required by, the Investment Agreement);

A Ordinary Share  
an A ordinary share of £0.001 in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles;

Asset Sale  
the disposal by any one or more Group Companies of assets (with associated liability or otherwise and as part of an undertaking or otherwise) which represents 50% or more (by book value) of the consolidated gross tangible assets of the Group at that time;

Associated Government Entities

- (a) any UK Government departments, including their executive agencies, other subsidiary bodies and other parts of the UK Government;
- (b) companies wholly or partly owned by UK Government departments and their subsidiaries;
- (c) non-departmental public bodies, other public bodies, public corporations and their subsidiary bodies sponsored by UK Government departments; and/or
- (d) any successor to any of the entities set out in (a), (b) and (c) above or any new bodies which fall within the same criteria;

**Bad Leaver**

a Member holding D Ordinary Shares and/or F Ordinary Shares who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances set out in article 10.1.8 where that Member is not a Good Leaver or a Very Bad Leaver;

**B Investment Share**

a B investment share of £0.001 in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles;

**B Manager Director**

a director appointed pursuant to article 15.4;

**B Managers**

each of Peter Harrison and Simon Morgan, each being a B Manager;

**Business Day**

any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for normal business;

**Change of Control**

the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser together with any person connected with or acting in concert with that Third Party Purchaser would be entitled to exercise more than 50% of the total voting rights normally exercisable at any general meeting of the Company;

**Crowdcube Beneficial Owner**

a person whose Shares are held on trust by the Crowdcube NomineeCo;

**Crowdcube NomineeCo**

Crowdcube Nominees Limited (company number: 09820478) or a permitted transferee of the Crowdcube NomineeCo as set out at article 8;

**Compulsory Transfer Notice**

has the meaning given in article 10.2;

**Compulsory Transfer Shares**

in relation to a Relevant Member the percentage of D Ordinary Shares and/or E Ordinary Shares and/or F Ordinary Shares referred to in article 10.2, in each case which are:

- (a) held by the Relevant Member at the time of the relevant Transfer Event;
- (b) held at the time of the relevant Transfer Event by any Family Member of the Relevant Member (which Shares were acquired by that Family Member directly or indirectly from the Relevant Member); and
- (c) acquired by the Relevant Member, his Family Members and/or personal representatives after the occurrence of the Transfer Event pursuant to any Share Option Scheme or any other scheme or arrangement entered into prior to the Transfer Event,

together with, in any case, any further Shares received by any person referred to in paragraphs (a), (b) and (c) above at any time after the relevant Transfer Event which are derived from any such Shares, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise;

**C Ordinary Share**

a C ordinary share of £0.001 in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles;

**Director**

a duly appointed director of the Company for the time being;

**D Ordinary Share**

a D ordinary share of £0.001 in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles;

**Eligible Director**

a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to eligible directors in article 8 of the Model Articles shall be construed accordingly;

**Employee Trust**

any trust, approved by the Investors, which is established for the benefit of the employees of the Company or any Group Company and/or any of the persons referred to in section 1166 of the Act;

**Encumbrance**

any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;

**E Ordinary Share**

an E ordinary share of £0.001 in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles;

**Equity Shares**

together the A Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares and the F Ordinary Shares;

**Expert**

the expert identified and engaged in accordance with article 25;

**F Ordinary Share**

an F ordinary share of £0.001 in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles;

**Fair Value**

the price which the Expert states in writing to be their opinion of the fair value of the Shares concerned, calculated on the basis that:

- (a) the fair value is the sum which a willing buyer would agree with a willing seller on an arm's length sale to be the purchase price for the Shares concerned on a Share Sale;
- (b) no account shall be taken of the size of the holding which the relevant Shares comprise or whether those Shares represent a majority or minority interest;
- (c) no account shall be taken of the fact that the transferability of the relevant Shares is restricted under these Articles;
- (d) if the Company is then carrying on business as a going concern, it will continue to do so; and
- (e) any difficulty in applying any of the bases set out above shall be resolved by the Expert as they, in their absolute discretion, think fit;

**Family Member**

in relation to any Member, the spouse or civil partner of that Member and the Member's children (including step and adopted children) for the time being;

**Future Fund**

UK FF Nominees Limited (company number 12591650), whose registered office is at 5 Churchill Place, 10th Floor, London, England, E14 5HU;

**Future Fund Agreement**

means the convertible loan agreement entered into between the Future Fund, the Company and other investors dated on or around the Adoption Date;

**Future Fund Subscription Amount**

means the aggregate Conversion Price (as defined in the Future Fund Agreement) in respect of Loans which have converted into Shares in accordance with the Future Fund Agreement;

**Good Leaver**

a Member holding D Ordinary Shares and/or F Ordinary Shares who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances set out in article 10.1.8 as a result of:

- (a) the death of that Member;
- (b) retirement at the Group's usual retirement age (which for these purposes only shall be deemed to be 65);
- (c) permanent disability or incapacity through ill health (other than where such ill health arises from the abuse of alcohol or drugs) as verified by a medical professional, the identity of whom is approved by the Investors;
- (d) the termination of that Member's employment by a Group Company in circumstances that are (i) determined by a decision of an Employment Tribunal or Court, which decision is final and no longer appealable, or (ii) accepted in writing by the Company (with Investor Consent), to be or amount to wrongful dismissal, unfair dismissal (otherwise than by reason of procedural irregularity) or constructive dismissal (save where the breach of contract relied upon is in respect of any act or omission on the part of the relevant Manager), where the Member has commenced proceedings in respect of such claim within 6 months of the date of cessation of the Member's employment (determined in accordance with article 10.5);
- (e) any other reason which the Investors determine in writing, in their absolute discretion within 20 Business Days of the Member ceasing to be employed or engaged by a Group Company, shall result in the Member being a Good Leaver for the purposes of these Articles;
- (f) the redundancy of that Member;
- (g) in the case of a Member holding F Ordinary Shares, the termination of that Member's employment without cause; or
- (h) the B Managers exercising the powers conferred on them to enforce the Share Charge in accordance with the terms of the Share Charge and the Share Purchase Agreement;

**Group**

the Company and its subsidiaries for the time (if any) being and references to a Group Company shall be construed accordingly;

Individual Investor Director  
a Director appointed pursuant to article 15.1.1;

Individual Investors  
each of Matt Jellicoe, Andrew Braitchouk, and Leonid Ponkratenko;

Institutional Investor  
Edition Capital Investments Limited;

Institutional Investor Director  
a Director appointed pursuant to article 15.2.1;

Investment  
the amount subscribed by the Investors (in the case of the Institutional Investor, via the WCS NomineeCo) for Shares;

Investment Agreement  
the agreement dated on or around the Adoption Date and made between (1) the Company, (2) the A Manager, (3) the Individual Investors (4) the Institutional Investor (5) Simon Hamblin (6) Marie Hamblin (7) Peter Harrison and (8) Simon Morgan;

Investor  
the persons defined as the Investors in the Investment Agreement (including any additional or replacement Investor who is joined as an Investor in a deed of adherence to, and in the form required by, the Investment Agreement);

Investor Consent  
means the giving of written consent or direction by Shareholders holding a majority of the C Ordinary Shares, which must include (i) the Institutional Investor and (ii) those Individual Investors holding a majority of the C Ordinary Shares held by the Individual Investors;

Investor Director  
the Individual Investor Director or the Institutional Investor Director (as the case may be);

Issue Price  
in relation to any Share, the amount paid up or credited as paid up on such Share, including the full amount of any premium at which such Share was issued;

Listing  
either:

- (a) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities;
- (b) the admission of all or any part of the Shares to trading on AIM, a market operated by London Stock Exchange; or
- (c) the admission of all or any part of the Shares to listing and/or trading on any other Recognised Investment Exchange,

and, in any such case, such admission becoming unconditionally effective;

London Stock Exchange  
London Stock Exchange plc;

Manager Directors  
the A Manager Directors and the B Manager Directors, and Manager Director means any one of them;

**Managers**

the A Managers and the B Managers, and Manager means any one of them;

**Member**

a registered holder of a Share from time to time, as recorded in the register of members of the Company;

**Model Articles**

the model articles for private companies limited by shares contained in schedule 1 Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;

**Permitted Investor**

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, other than any such party who the Board determines in its reasonable discretion is a competitor with the business of the Company;

**Realisation**

a Share Sale or a Listing;

**Recognised Investment Exchange**

has the meaning given in section 285(1) Financial Services and Markets Act 2000;

**Relevant Member**

a Member holding D Ordinary Shares and/or E Ordinary Shares and/or F Ordinary Shares in respect of whom the Investors have notified the Company that an event shall be treated as a Transfer Event in accordance with article 10.1;

**Relevant Securities**

any Shares, or any right to subscribe for or convert any securities into any Shares;

Reorganisation 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 any repurchase or redemption of shares;

**Seedrs Beneficial Owner**

a person whose Shares are held on trust by the Seedrs NomineeCo;

**Seedrs NomineeCo**

Seedrs Nominees Limited (company number: 08756825) or a permitted transferee of the Seedrs NomineeCo as set out at article 8;

**Shareholder Consent**

the prior written consent of (i) the A Manager; and (ii) Shareholders holding a majority of the F Ordinary Shares, which must include at least one B Manager (for so long as the B Managers hold an aggregate of at least 10% of the Shares and (iii) Shareholders holding a majority of the C Ordinary Shares, which must include (a) the Institutional Investor and (b) those Individual Investors holding a majority of the C Ordinary Shares held by the Individual Investors;

**Share Charge**

has the meaning given in the Investment Agreement;

**Share Option Scheme**

any share option scheme of the Company or any other Group Company approved by the Investors;

**Share Purchase Agreement**



an agreement dated on or around the date of the Investment Agreement relating to the purchase by the Company of the entire issued share capital of Harrison Morgan Limited;

Shares

any shares of any class in the capital of the Company;

Share Sale

the transfer of any interest in any Shares (whether by one transaction or a series of transactions), other than a transfer in accordance with article 8.1, which results in a Change of Control;

Third Party Purchaser

any person who is not a party to the Investment Agreement from time to time or a person connected with such a party;

Transfer Event

each of the events set out in article 10.1;

Transfer Notice

a notice in accordance with article 8.5 that a Member wishes to transfer his Shares;

Value Price

an amount representing (i) in respect of a D Ordinary Share, the Fair Value of that Share on 15 March 2019, calculated as being identical to the subscription price per C Ordinary Share as subscribed by the Individual Investors for their C Ordinary Shares on 15 March 2019, being £0.98 per Share (subject to appropriate adjustment following any Reorganisation) and (ii) in respect of an F Ordinary Share, the subscription price per F Ordinary Share as more particularly set out in the Investment Agreement;

Very Bad Leaver

a Member holding D Ordinary Shares and/or F Ordinary Shares who ceases to be an employee or director of, or consultant to, a Group Company in the circumstances set out in article 10.1.8 as a result of:

- (a) gross misconduct; or
- (b) in the case of a Member holding D Ordinary Shares, voluntary resignation within 5 years of the 13 March 2019; and
- (c) in the case of a Member holding F Ordinary Shares, voluntary resignation within 5 years of .....25 June 2021.....;

WCS NomineeCo

WCS Nominees Limited (company number 06002307) whose registered office is 4th Floor, 50 Mark Lane, London, EC3R 7QR.

- 1.2 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles, constitute all the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation and in the event of a conflict between these Articles and the Model Articles, the provisions of these Articles shall prevail.

- 1.3 In these Articles a reference to:

- 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;

- 1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);
- 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.3.4 writing includes any mode of reproducing words in a legible and non-transitory form other than email and fax;
- 1.3.5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act; and
- 1.3.6 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties.
- 1.4 All consents, confirmations, requests or approvals to be given by the Investors or an Investor Director in respect of any provision of these Articles must be given in writing and a consent, confirmation, request or approval to be given by the Investors shall be deemed to have been given if it is given in writing by each of (i) the Institutional Investor Director; and (ii) the Individual Investor Director, unless specifically stated otherwise.
- 1.5 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.7 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.8 Any question as to whether a person is connected with another shall be determined in accordance with section 1122 Corporation Tax Act 2010 (except that in construing section 1122 "control" has the meaning given by section 1124 or section 450 of that Act so that there is control whenever section 1124 or 450 requires) which shall apply in relation to these Articles as it applies in relation to that Act.
- 1.9 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each party.
- 2. DIVIDENDS
- 2.1 Any profits which the Company, on the recommendation of the Directors and subject to Investor Consent, determines to distribute in respect of any Accounting Period shall be applied on a non-cumulative basis between the holders for the time being of the Shares. Any such dividend shall be paid in cash and shall be distributed amongst the holders of the Shares pro rata according to the nominal value of such Shares held by each of them respectively.
- 2.2 Save as resolved by the Directors, no declared dividend shall be payable in respect of any Shares unless and until the amount of such dividend when aggregated with all dividends then payable to the holder of such Shares exceeds the sum of £10.
- 2.3 All the dividends declared but not paid to a Member pursuant to article 2.2 as a result of the cumulative value not exceeding £10 (Withheld Dividends) shall be held by the Company as dedicated retained dividends on trust for those holders of Shares so entitled to the Withheld Dividends. Withheld Dividends shall be payable to the holders of Shares so entitled on the earlier of a transfer of the Shares to which the Withheld Dividends relate, a winding up of the Company or the cumulative value of such Withheld Dividends exceeding £10.

- 2.4 Further to article 2.3 the Company shall notify each Shareholder whose accumulated entitlement to Withheld Dividends is less than £10 with a running total of their accumulated dividends on request by each holder of Shares so entitled to Withheld Dividends and each time a dividend is declared.

### 3. RETURN OF CAPITAL

- 3.1 On a return of capital, other than an Asset Sale or on a liquidation or winding up within the meaning given by section 173(2)aa Income Tax Act 2007 (where article 3.2 shall apply) or on a Realisation (where article 4 shall apply) whether on capital reduction or otherwise (but excluding a purchase of own shares) any surplus assets of the Company remaining after the payment of its liabilities shall be applied as between the Members pro-rata according to the number of Shares held by them.
- 3.2 On an Asset Sale, or on a return of capital on liquidation or winding up within the meaning given in section 173(2)aa, Income Tax Act 2007, any surplus assets of the Company remaining after the payment of its liabilities shall be applied amongst the holders of the Shares (as if they constituted one class) pro rata according to the number of such Shares held by each of them respectively.

### 4. REALISATION

- 4.1 On a Realisation where the total consideration payable in respect of the Realisation is equal to or less than the aggregate of seven million three hundred and fifty thousand pounds (£7,350,000) and the Future Fund Subscription Amount, the proceeds of the Realisation shall be applied as between the Members in the following order of priority:

Order	Class of Share	Amount
1	C Ordinary Shares	The first £2,000,000 plus the Future Fund Subscription Amount
2	All A Ordinary Shares, B Investment Shares, D Ordinary Shares, E Ordinary Shares and F Ordinary Shares (as if they constituted one class)	The balance (if any) of any proceeds

- 4.2 On a Realisation where the total consideration payable in respect of the Realisation is in excess of the aggregate of seven million three hundred and fifty thousand pounds (£7,350,000) and the Future Fund Subscription Amount, the proceeds of the Realisation available for distribution shall be applied as between the Members pro rata according to the number of Shares held by the Members.
- 4.3 Where the total consideration payable in respect of the Realisation to any particular class of share in accordance with article 4.1 is less than the total amount specified to be payable to that class in that article, the consideration shall be apportioned amongst the holders of Shares of that class pro rata according to the number of Shares of the relevant class held by each of them respectively.

### 5. VOTING

- 5.1 The Equity Shares shall carry the right to receive notice of and to attend, vote and speak at any general meeting of the Company and shall carry the right to vote on any written resolution of the Company.
- 5.2 The B Investment Shares and E Ordinary Shares shall not carry the right to receive notice of or to attend, vote or speak at any general meeting of the Company, and shall not carry the right to vote on any written resolution of the Company.

### 6. ISSUE OF SHARES

- 6.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company.
- 6.2 Subject to article 6.7, unless agreed (in writing) otherwise by the Managers and those persons holding in aggregate at least 75% of the C Ordinary Shares, any Relevant Securities which the Directors propose to allot, grant or otherwise dispose of shall, before

they are so allotted, granted or otherwise disposed of, be offered to the holders of Equity Shares. Such offer shall be made by means of a notice (a Subscription Notice) served by the Directors on all holders of Equity Shares which shall:

- 6.2.1 state the number and class of Relevant Securities offered;
  - 6.2.2 state the subscription price per Relevant Security, which shall be determined by the Directors and, to the extent only that the amount is less than or equal to the subscription price at the last fundraising, with Investor Consent;
  - 6.2.3 invite the relevant offerees to respond in writing to the Company stating the number of Relevant Securities for which they wish to subscribe; and
  - 6.2.4 expire, and the offer made in that notice to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date specified therein, being not less than 10 nor more than 20 Business Days after the date of the Subscription Notice.
- 6.3 After the expiry of the period referred to in the Subscription Notice or, if sooner, upon all Members having responded to the Subscription Notice (in either case, the Subscription Allocation Date), the Directors shall allocate the Relevant Securities in accordance with the applications received, provided that:
- 6.3.1 no Relevant Securities shall be allocated to any holder of Equity Shares who, at the Subscription Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name (including, for the avoidance of doubt, a Compulsory Transfer Notice);
  - 6.3.2 no Relevant Securities shall be allocated to any Manager who has committed a material breach of clause 8 (Restrictive Covenants) or Part A, Part 2 of Schedule 3 (Covenants) of the Investment Agreement, such breach if capable of remedy having not been remedied to the reasonable satisfaction (confirmed in writing) of the Investors, within such reasonable time as may be afforded by the Investors (acting reasonably and in good faith).
  - 6.3.3 if there are applications for more than the number of Relevant Securities available, the Relevant Securities shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Relevant Securities than he applied for) to the number of Equity Shares held by each applicant; and
  - 6.3.4 the allocation of any fractional entitlements to Relevant Securities amongst the holders of Equity Shares shall be dealt with by the Directors.
- 6.4 Within 5 Business Days of the Subscription Allocation Date the Directors shall give notice in writing (a Subscription Allocation Notice) to each holder of Equity Shares to whom Relevant Securities have been allocated pursuant to article 6.3 (each a Subscriber). A Subscription Allocation Notice shall state:
- 6.4.1 the number and class of Relevant Securities allocated to that Subscriber;
  - 6.4.2 the aggregate subscription price payable by the Subscriber in respect of the Relevant Securities allocated to him; and
  - 6.4.3 the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Subscription Allocation Notice) at which completion of the subscription for the Relevant Securities shall take place.
- 6.5 Completion of a subscription for Relevant Securities pursuant to a Subscription Allocation Notice shall take place at the place, date and time specified in the Subscription Allocation Notice when the Subscriber will pay the relevant subscription monies to the Company in cleared funds and the Company will allot or grant the Relevant Securities to that Subscriber and deliver to that Subscriber a duly executed share certificate or certificate of grant (as the case may be) in respect of those Relevant Securities. If a Subscriber shall fail for any reason to pay the relevant subscription monies in respect of any Relevant Securities to the Company in cleared funds by the date specified in the Subscription Allocation Notice he shall:

- 6.5.1 be deemed to have declined the offer made to him in respect of those Relevant Securities which shall immediately be deemed to be released from the provisions of articles 6.1 to 6.4; and
- 6.5.2 indemnify the Company against all costs, claims and expenses which the Company may suffer or incur as a result of such failure.
- 6.6 Any Relevant Securities which are not accepted pursuant to articles 6.1 to 6.4, and any Relevant Securities released from the provisions of those articles either by virtue of a Subscriber's default in accordance with article 6.5, may be offered by the Directors to the holders of B Investment Shares, E Ordinary Shares or a third party approved by each of (i) the Institutional Investor and (ii) a majority of the Individual Investors (in each case such approval not to be unreasonably withheld or delayed) and such Relevant Securities shall, subject to the provisions of the Act, be at the disposal of the Directors who may allot, grant or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that:
  - 6.6.1 no Share shall be issued at a discount;
  - 6.6.2 no Relevant Securities shall be allotted, granted or otherwise disposed of on terms which are more favourable than those on which they were offered to the holders of Equity Shares pursuant to article 6.1; and
  - 6.6.3 no Relevant Securities shall be allotted, granted or otherwise disposed of more than 3 months after the date of the relevant Subscription Notice relating to those Relevant Securities unless the procedure in articles 6.1 to 6.4 is repeated in relation to that Relevant Security.
- 6.7 The provisions of articles 6.1 to 6.4 shall not apply to the grant of any option pursuant to a Share Option Scheme and the subsequent issue of E Ordinary Shares on the exercise of such option provided that the options granted, and the subsequent E Ordinary Shares issued relate to not more than 253,050 E Ordinary Shares.
- 6.8 Notwithstanding any other provision of these Articles, no C Ordinary Share or D Ordinary Share or F Ordinary Share shall be allotted to a person who is not already a party to the Investment Agreement unless that person has entered into a deed of adherence to, and in the form required by, the Investment Agreement.
- 6.9 Where any Equity Share is issued to an existing Member holding Equity Shares, such new Equity Share shall, on and from the time of registration of the allotment of that share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) re-designated as a Share of the same class as the Equity Shares already held by such Member.
- 7. TRANSFER OF SHARES - GENERAL
- 7.1 Notwithstanding any other provision of these Articles, the Directors shall not register a transfer of any interest in a Share:
  - 7.1.1 if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the opinion of the Investor) lacks capacity; or
  - 7.1.2 unless:
    - (a) the transfer is permitted by article 8; or
    - (b) the transfer is made in accordance with article 8.5, 10, 11 or 12
 and in either case (other than in respect of a transfer to a Third Party Purchaser under article 11 or 12) if the transfer is in respect of C Ordinary Shares or D Ordinary Shares or F Ordinary Shares, the transferee, if not already a party to the Investment Agreement, has entered into a deed of adherence to, and in the form required by, the Investment Agreement.
- 7.2 The Directors may only refuse to register a transfer of Shares which is either permitted under article 8 or made in accordance with articles 8.5, 10, 11 or 12 if:

- 7.2.1 the transfer has not been lodged at the Company's registered office (or such other place as the Directors may nominate for this purpose);
- 7.2.2 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for a lost, stolen or damaged certificate in such form as is reasonably required by the Directors) and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer;
- 7.2.3 the transfer is in respect of more than one class of Shares;
- 7.2.4 the transfer is in favour of more than four transferees; or
- 7.2.5 the transfer has not been properly stamped or certified as being not liable to stamp duty.

In all other cases, the Directors must register such a transfer of Shares. Article 26(5) of the Model Articles shall not apply to the Company.

7.3 For the purposes of ensuring that:

- 7.3.1 a transfer of any Share is in accordance with these Articles;
- 7.3.2 no circumstances have arisen whereby a Member is required to give or may be deemed to have given a Transfer Notice in respect of any Share; or
- 7.3.3 no circumstances have arisen whereby the provisions of article 12 are required to be or ought to have been triggered,

the Directors may from time to time require any Member to provide, or to procure that any person named as the transferee in any transfer lodged for registration provides, such information and evidence as the Directors may reasonably require for such purpose. Pending such information or evidence being provided, the Directors are entitled to refuse to register any relevant transfer of Shares.

7.4 If any information or evidence provided pursuant to article 7.3 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Member may be required to give or be deemed to have given a Transfer Notice, the Directors may require that a Transfer Notice be given in respect of the Shares concerned.

7.5 In any case where a Member is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 5 Business Days of written notice from the Directors or the Institutional Investor to the relevant Member requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 5 Business Days. Notwithstanding any other provision of these Articles, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 7.5 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice which are derived from any Share which is the subject of that Transfer Notice, whether by conversion, consolidation or sub-division, or by way of capitalisation, rights or bonus issue or otherwise) shall with effect from the date of the relevant deemed Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder of such shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares (save that the C Ordinary Shares shall retain any consent rights that may be attached to them pursuant to these Articles or the Investment Agreement).

7.6 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any Encumbrance.

7.7 Where any Shares are the subject of a Transfer Notice (including a Compulsory Transfer Notice deemed to have been given in accordance with article 10.2), no transfer of any such Shares shall be permitted pursuant to article 8.

## 8. PERMITTED TRANSFERS

### 8.1 Transfer of B Investment Shares

8.1.1 The provisions of article 9 shall not apply with regard to the B Investment Shares. The holder of any B Investment Share shall be entitled to transfer or transmit the B Investment Shares he holds to such persons and at such prices as they see fit, provided that such transfer is in respect of all of the B Investment Shares held by that Member to a single transferee (except with the prior sanction of a resolution of the Directors).

8.1.2 Subject to article 8.1.1, if a holder of B Investment Shares transfers B Investment Shares to the Crowdcube Nominee, such shares will automatically, and without further resolution of the Board or the Shareholders, be redesignated as A Ordinary Shares, carrying the rights set out in these Articles.

### 8.2 Transfer with consent

Subject to Shareholder Consent, any Equity Shares or E Ordinary Shares may at any time be transferred with the prior passing of an ordinary resolution.

### 8.3 Investor permitted transfers

8.3.1 The Institutional Investor (or the WCS NomineeCo) may at any time transfer any Shares it holds to another nominee or trustee of the Institutional Investor, provided that if such nominee or trustee ceases to be a nominee or trustee of the Institutional Investor it shall forthwith transfer all the Shares held by it to the Institutional Investor (or another nominee or trustee of the Institutional Investor) for such consideration as they may agree between them and, if they do not agree such consideration or if the transfer is not effected for any other reason within 20 Business Days of the date on which the transferee ceased to be a nominee or trustee of the Institutional Investor, the Directors may authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee and register the Institutional Investor as the holder of such Shares.

8.3.2 At any time after 13 March 2023, and subject to the consent of the Directors (such consent not to be unreasonably withheld, delayed or conditioned), any C Ordinary Share may be transferred at any time to any person who is not at that time operating a similar business in competition (whether by way of trade or other commercial sensitivity) with the business of the Company.

### 8.4 Transfer to a Family Member

8.4.1 Subject to article 8.4.3, any Manager may at any time transfer any of the Shares held by him to one or more of his Family Members.

8.4.2 No transfer of Shares shall be permitted pursuant to article 8.4.1 if the registration of that transfer would result in the number of Shares held by the relevant transferor representing less than 50% of the total number of Shares held from time to time by that transferor.

8.4.3 Where any Member (in this article 8.4.3 the transferor) transfers Shares to a Family Member (in this article 8.4.3 the transferee) the transferor shall procure, before the transfer is presented for registration, that he is appointed as the attorney of the transferee to exercise, in the name of and on behalf of the transferee, all or any of the rights in relation to the Shares transferred to him with full (unconditional and irrevocable) authority to sell those Shares on behalf of the transferee on a Realisation. For that purpose the transferee authorises the Company to send any written resolutions, notices or other communications in respect of the Shares registered in the name of the transferee to the transferor.

8.4.4 Where, following a transfer of Shares pursuant to article 8.4.1, the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares or one of the events specified in articles 10.1.1 to

10.1.9 occurs in relation to the transferee, such transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) shall within 20 Business Days of a written request so to do from the Directors or the Investors, transfer all the Shares held by them to the original transferor failing which the Directors may (and shall, if so requested to do by the Investors) at any time authorise and instruct any Director to execute a transfer of the Shares on behalf of the relevant transferee (or his trustee in bankruptcy, personal representatives, executors or attorney, as the case may be) and register the original transferor of those Shares as the holder of such Shares.

8.4.5 A Family Member to whom Shares have been transferred pursuant to this article 8.4 may transfer those Shares back to the original transferor at any time but may not otherwise transfer such Shares pursuant to this article 8.

8.4.6 For the avoidance of doubt, the provisions of article 8.4.4 shall apply in priority to the provisions of article 10 in relation to a transfer of Shares required following the occurrence of one of the events in articles 10.1.1 to 10.1.9 in relation to a transferee.

#### 8.5 Transfer by Employee Trust

Where any Shares are held by a trustee(s) on an Employee Trust, those Shares may be transferred to:

8.5.1 any new trustee(s) of the Employee Trust appointed on a change in trustee(s); or

8.5.2 any beneficiary of the Employee Trust, provided the transfer is made pursuant to, and in accordance with the rules of, a Share Option Scheme.

#### 8.6 Transfer by the Crowdcube NomineeCo

The Crowdcube NomineeCo may at any time transfer any Shares it holds to another nominee or trustee, provided that:

8.6.1 that other nominee or trustee is replacing Crowdcube NomineeCo in respect of the role performed by Crowdcube NomineeCo as a result of Crowdcube NomineeCo no longer being able to perform (or otherwise being restricted from performing) such a role;

8.6.2 all of the Shares held by the Crowdcube NomineeCo are so transferred.

#### 8.7 Transfer by a Crowdcube Beneficial Owner

A Crowdcube Beneficial Owner shall be entitled at any time to transfer his entire beneficial interest in the Shares held on trust for him by the Crowdcube NomineeCo without restriction to any person provided that the legal title in such Shares continues to be held by the Crowdcube NomineeCo and the transferee is (or becomes prior to the completion of the transfer) a member of the crowdfunding platform operated by Crowdcube Capital Limited.

#### 8.8 Transfer by the Seedrs NomineeCo

The Seedrs NomineeCo may at any time transfer any Shares it holds to:

8.8.1 a Seedrs Beneficial Owner;

8.8.2 another nominee or trustee, provided that:

(a) that other nominee or trustee is replacing Seedrs NomineeCo in respect of the role performed by Seedrs NomineeCo as a result of Seedrs NomineeCo no longer being able to perform (or otherwise being restricted from performing) such a role;

(b) all of the Shares held by the Seedrs NomineeCo are so transferred.

#### 8.9 Transfer by a Seedrs Beneficial Owner

A Seedrs Beneficial Owner shall be entitled at any time to transfer his entire beneficial interest in the Shares held on trust for him by the Seedrs NomineeCo without restriction to



any person provided that the legal title in such Shares continues to be held by the Seedrs NomineeCo and the transferee is (or becomes prior to the completion of the transfer) a member of the crowdfunding platform operated by Seedrs Limited.

#### 8.10 Future Fund

The Future Fund may at any time transfer Shares or any interest in Shares without restriction as to price or otherwise to:

8.10.1 a Permitted Investor that is acquiring the whole or part (being not fewer than ten (10) companies, including the Company) of the Future Fund's interest in a portfolio of investments which comprise or result from the conversion of unsecured convertible loans on substantially the same terms as the Future Fund Agreement; or

8.10.2 any Associated Government Entities.

### 9. PRE-EMPTION ON TRANSFER OF SHARES

#### 9.1 Transfer Notice

9.1.1 Except as permitted under article 8 (Permitted Transfers) or as provided for in articles 11 (Drag Along) and 12 (Tag Along), any Member (a Seller) who wishes to transfer any Equity Share or E Ordinary Share (or any interest in any Equity Share or E Ordinary Share) shall, before transferring or agreeing to transfer such Equity Share or E Ordinary Share (or interest), give notice in writing (a Transfer Notice) to the Company of his wish.

9.1.2 Subject to article 9.1.3, a Transfer Notice shall:

- (a) state the number and class of Equity Shares or E Ordinary Shares (the Sale Shares) which the Seller wishes to transfer;
- (b) state the name of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
- (c) state the price per Share (the Proposed Price) at which the Seller wishes to transfer the Sale Shares;
- (d) state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this article 9 (a Total Transfer Condition);
- (e) relate to only one class of Share;
- (f) constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 9; and
- (g) not be capable of variation or cancellation without the consent of the Investors.

9.1.3 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles (including a Compulsory Transfer Notice deemed to have been served in accordance with article 10.2):

- (a) it shall relate to all the Shares registered in the name of the Seller;
- (b) it shall not contain a Total Transfer Condition;
- (c) subject to article 10.4, the Transfer Price shall be such price as may be agreed between the Seller and the Directors within 10 Business Days of the date of service (or deemed service) of the Transfer Notice or if either no price is agreed within such period the Fair Value determined in accordance with article 9.2.2;
- (d) it shall be irrevocable; and
- (e) subject to articles 7.4 and 10.7, the Seller may retain any Sale Shares for which Buyers (as defined in article 9.5.2) are not found.

#### 9.2 Transfer Price

- 9.2.1 The Sale Shares will be offered for sale in accordance with this article 9 at the following price (the Transfer Price):
- (a) the Proposed Price; or
  - (b) such other price as may be agreed between the Seller and the Directors, within 10 Business Days of the date of service (or deemed service) of the Transfer Notice; or
  - (c) if no price is agreed pursuant to article 9.2.1(b) within the period specified in that article, whichever is the lower of (i) the Proposed Price and (ii) the Fair Value.
- 9.2.2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with article 9.2.1(b), the Directors shall instruct the Expert to determine and certify the Fair Value of the Sale Shares in accordance with article 25.
- 9.2.3 Where the Fair Value is less than the price proposed by the Directors to the Seller not less than 5 Business Days prior to receipt of the Expert's report by the Company then the Expert's fees shall be borne wholly by the Seller.

### 9.3 Board Invitees

In these Articles, the expression Board Invitee shall mean any of:

- 9.3.1 the Company (subject to compliance by the Company with the provisions of the Act); and/or
- 9.3.2 the trustees of any Employee Trust; and/or
- 9.3.3 any person(s) (being a current or future employee or officer of a Group Company) nominated by the Directors or the Investors,

as selected by the Directors with Investor Consent in the period of 20 Business Days after the date on which the Transfer Price is agreed or determined in accordance with these Articles or, if no such persons are selected in accordance with this article 9.3 within that period, as selected by the Directors and approved by the Investors (such approval not to be unreasonably withheld or delayed) within a further period of 10 Business Days.

### 9.4 Offer Notice

- 9.4.1 Subject to article 9.4.2, the Directors shall serve a notice (an Offer Notice) on all Members holding Equity Shares and any Board Invitees (as the case may be) to whom the Sale Shares are to be offered in accordance with these Articles as soon as reasonably practicable after (and in any event within 20 Business Days of) whichever is the first to occur of:
- (a) the period prescribed in article 9.3 for the selection of Board Invitees having expired; or
  - (b) the identity of all Board Invitees having been determined with the consent of the Investors; or
  - (c) the Directors determining, with the consent of the Investors, that none of the Sale Shares are to be offered to a Board Invitee
- or, if later, on the Transfer Price being agreed or determined in accordance with these Articles.
- 9.4.2 An Offer Notice shall not be sent to, and no Sale Shares shall be treated as offered to, the Seller or any Member holding Equity Shares who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name.
- 9.4.3 An Offer Notice shall:
- (a) state the Transfer Price;

- (b) contain the other relevant information set out in the Transfer Notice;
- (c) invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase; and
- (d) expire, and the offer made in that Offer Notice shall be deemed to be withdrawn, on a date which is not less than 10 nor more than 20 Business Days after the date of the Offer Notice.

9.4.4 For the purposes of allocating the Sale Shares amongst the Members holding Equity Shares and any Board Invitees, Sale Shares of a class specified in the first column of the table set out below will be treated as offered:

- (a) firstly, to all persons in the category set out in the corresponding line in the second column in the table below;
- (b) secondly, to the extent not already accepted by persons in the second column, to all persons in the category set out in the corresponding line in the third column in the table below; and
- (c) thirdly to the extent not already accepted by persons in the third column, to all persons in the category set out in the corresponding line in the fourth column in the table below.

(1)	(2)	(3)	(4)
Class of Shares	First offer to:	Second offer to:	Third offer to:
A Ordinary Shares	Members holding Equity Shares (as if they constituted one class)	Board Invitees	N/A
C Ordinary Shares	Members holding C Ordinary Shares	Members holding A Ordinary Shares, Members holding D Ordinary Shares and Members holding F Ordinary Shares (as if they constituted one class)	Board Invitees
D Ordinary Shares	Board Invitees	Members holding D Ordinary Shares, if any	Members holding A Ordinary Shares, Members holding C Ordinary Shares and Members holding F Ordinary Shares (as if they constituted one class)
E Ordinary Shares	Board Invitees	Members holding Equity Shares	N/A
F Ordinary Shares	Board Invitees	Members holding F Ordinary Shares, if any	Members holding A Ordinary Shares, Members holding C Ordinary Shares and Members holding D Ordinary Shares (as if they

			constituted one class)
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## 9.5 Allocation of Sale Shares

- 9.5.1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Members holding shares of a class specified in a column in the table in article 9.4.4 having responded to the Offer Notice and the Company having received valid applications for all the Sale Shares (in either case the Allocation Date), the Directors shall allocate the Sale Shares in accordance with the applications received in the priorities and in respect of each class of persons set out in the table in article 9.4.4 provided that:
- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Share than he applied for) to the number of Shares of the class entitling them to receive such offer held by each of them respectively;
  - (b) the allocation of any fractional entitlements to Sale Shares amongst the members of a particular class of Shares shall be dealt with by the Directors, in such manner as they see fit;
  - (c) the allocation of Sale Shares between two or more Board Invitees shall be at the absolute discretion of the Directors, subject to the approval of the Investors; and
  - (d) no Sale Shares shall be allocated to any Member who, at the Allocation Date, is bound to give, or has given or is deemed to have given, a Transfer Notice in respect of any Shares registered in his name.
- 9.5.2 Within 5 Business Days of the Allocation Date the Directors shall give notice in writing (an Allocation Notice) to the Seller and each Member or Board Invitee to whom Sale Shares have been allocated pursuant to article 9.5.1 (each a Buyer). An Allocation Notice shall state:
- (a) the number and class of Sale Shares allocated to that Buyer;
  - (b) the name and address of the Buyer;
  - (c) the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him;
  - (d) the information (if any) required pursuant to article 9.5.4; and
  - (e) subject to article 9.5.4, the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place.
- 9.5.3 Subject to article 9.5.4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) in respect of such Sale Shares, to that Buyer.
- 9.5.4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with article 9.5.1 is less than the total number of Sale Shares then:
- (a) the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (the Further Offer) to the Buyers inviting them to apply for further Sale Shares at the Transfer Price;

- (b) the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 10 Business Days) specified in the Allocation Notice;
- (c) any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 9.5.1(a) to (c); and
- (d) following the allocation of any Sale Shares amongst the Buyers in accordance with article (c), and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with article 9.5.2 but omitting article 9.5.2(d) of that article.

9.5.5 Subject to article 9.5.6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 9.5.4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified in that Allocation Notice on the terms offered to that Buyer.

9.5.6 If after following the procedure set out in this article 9.5 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then:

- (a) if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this article 9.5 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 9.5; and
- (b) the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares.

## 9.6 Default by the Seller

9.6.1 If a Seller shall fail for any reason (including death) to transfer any Sale Shares to a Buyer when required by this article 9, the Directors may (and will if requested to do so by the Investors) authorise any Director to execute each necessary transfer of Sale Shares on the Seller's behalf and to deliver that transfer to the relevant Buyer.

9.6.2 The Company may receive the purchase money from a Buyer on behalf of the Seller and shall then, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this article 9.6 the validity of the proceedings shall not be questioned by any person.

9.6.3 The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered to the Company the share certificate(s) in respect of the relevant Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors).

## 9.7 Transfers following exhaustion of pre-emption rights

If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this article 9.7 the Seller may, at any time within 3 calendar months of the date of service of the notice referred to in article 9.5.6(b), sell any of those unallocated Sale Shares to the person named in the Transfer Notice (or, if none was so named, any other person) at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that:

- 9.7.1 no Share shall be sold to, and the Directors shall not register a transfer to, a person who is not already a Member without Shareholder Consent;

- 9.7.2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of the Investors;
  - 9.7.3 the Directors may require to be satisfied that the relevant Sale Shares are being transferred under a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance to the proposed purchaser and, if not so satisfied, may refuse to register the transfer (without prejudice to any power of the Directors to refuse to register a transfer in accordance with article 7); and
  - 9.7.4 the Directors shall not register the transfer if as a result of such transfer the proposed purchaser would be required to make an offer in accordance with article 12 until such time as that offer has been made and, if accepted, completed.
- 9.8 Where any Equity Share is transferred to an existing Member holding Equity Shares, such Equity Share shall, on and from the time of registration of the transfer of that Share in the register of members of the Company, be immediately and automatically (without resolution of the Members or Directors) re-designated as a Share of the same class as the Equity Shares already held by such Member.
10. **COMPULSORY TRANSFERS**
- 10.1 Subject to articles 8.4.6 and 10.9, in this article 10 each of the following shall be a Transfer Event in relation to a Member holding D Ordinary Shares and/or E Ordinary Shares and/or F Ordinary Shares:
- 10.1.1 the death of that Member;
  - 10.1.2 an order being made by the court or the adjudicator for the bankruptcy of that Member, or a petition being presented or an application being made for an adjudication for such bankruptcy which petition or application is not withdrawn or dismissed within 10 Business Days of being presented or made;
  - 10.1.3 the Member circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
  - 10.1.4 the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986);
  - 10.1.5 any step being taken for the appointment of a receiver, manager or administrative receiver over all or any material part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any material part of the Member's assets or any Shares held by that Member;
  - 10.1.6 any proceedings or orders equivalent or analogous to any of those described in articles 10.1.2 to 10.1.5 above occurring in respect of the Member under the law of any jurisdiction outside England and Wales;
  - 10.1.7 that Member suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Member from personally exercising any powers or rights which that Member would otherwise have;
  - 10.1.8 that Member, being a director or employee of, or a consultant to, a Group Company, ceasing to be such a director, employee or consultant (including where such cessation occurs as a result of a Group Company ceasing to be a Group Company) where the Member does not remain, or immediately become, a director or employee of, or a consultant to, another Group Company; or
  - 10.1.9 that Member, intentionally or otherwise in bad faith (i) materially; or (ii) persistently, breaching the provisions of clause 3 (Conduct of Business), 5 (Restrictive Covenants) or Schedule 5 (EIS Status) of the Investment Agreement, or article 2 (Dividends), 6 (Issue of Shares) or 9 (Pre-Emption on Transfer of Shares) of these Articles, such breach, if capable of remedy to the

satisfaction of the Investors (acting reasonably and in good faith), having not been remedied to the reasonable satisfaction of the Investors within 15 Business Days (or such other additional reasonable time as may be afforded by the Investors (in each case acting reasonably and in good faith)) from the date of being notified by the Investors of the required remedy,

and, in any such case, the Institutional Investor (or those holding a majority of the C Ordinary Shares held by the Individual Investors) notifying the Company within six months of the occurrence of such event (or, if later, within six months of the date on which such persons first became aware of the occurrence of such event) that such event is a Transfer Event in relation to that Member for the purposes of this article 10.

- 10.2 Once a Transfer Event has occurred in respect of a Member in accordance with article 10.1 and an Investor has notified the Company of the occurrence of such Transfer Event, the Relevant Member and any other person holding Compulsory Transfer Shares, shall be deemed to have served a Transfer Notice (a Compulsory Transfer Notice):

10.2.1 in respect of:

- (a) such percentage of all the D Ordinary Shares held by the Relevant Member and any other person holding Compulsory Transfer Shares in respect of that Member, as is equal to 50% less 0.83% for each complete calendar month between the date of the Transfer Event and 13 March 2019, if the Transfer Event occurs between one (>1) month and sixty (<60) months of 13 March 2019; or
- (b) none (0%) of all the D Ordinary Shares held by the Relevant Member and any other person holding Compulsory Transfer Shares in respect of that Member, if either (i) the Transfer Event occurs more than sixty (>60) months after 13 March 2019; or (ii) if before 13 March 2024, there is a Realisation; and / or

10.2.2 in respect of:

- (a) 100% of any E Ordinary Shares held by the Relevant Member and any other person holding E Ordinary Shares in respect of that Member; or
- (b) if there is a Realisation, none (0%) of all the E Ordinary Shares held by the Relevant Member and any other person holding E Ordinary Shares in respect of that Member; and/or

10.2.3 in respect of:

- (a) such percentage of all the F Ordinary Shares held by the Relevant Member and any other person holding Compulsory Transfer Shares in respect of that Member, as is equal to 50% less 0.83% for each complete calendar month between the date of the Transfer Event and ~~....25.June.2021.....~~, if the Transfer Event occurs between one (>1) month and sixty (<60) months of ~~.....25.June.2021.....~~; or
- (b) none (0%) of all the F Ordinary Shares held by the Relevant Member and any other person holding Compulsory Transfer Shares in respect of that Member, if the Transfer Event occurs more than sixty (>60) months after ~~...25.June.2021.....~~,

- 10.3 A Compulsory Transfer Notice shall supersede any then existing Transfer Notice in respect of any Compulsory Transfer Shares.

- 10.4 The Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of article 9 as if the Compulsory Transfer Shares were Sale Shares except that where the relevant Transfer Event falls within the provisions of article 10.1.8, the Transfer Price in respect of:

10.4.1 D Ordinary Shares or F Ordinary Shares shall be:

- (a) where the Relevant Member is a Bad Leaver, whichever is the lower of:

- (i) their Fair Value; and
    - (ii) their Value Price,
  - (b) where the Relevant Member is a Good Leaver, their Fair Value; or
  - (c) where the Relevant Member is a Very Bad Leaver, in the case of D Ordinary Shares their Issue Price and in the case of F Ordinary Shares, their nominal value; and
- 10.4.2 E Ordinary Shares shall be their Issue Price.
- 10.5 Any dispute as to whether the provisions of articles 10.4.1(a), 10.4.1(b) or 10.4.1(c) apply in relation to any Compulsory Transfer Notice shall not affect the validity of a Compulsory Transfer Notice nor shall it delay the procedure to be followed under article 9.5 in respect such notice.
- 10.6 For the purposes of article 10.1.8 the date of cessation of a Member's employment, directorship or engagement shall be (or be deemed to be) whichever is the first to occur of:
- 10.6.1 the date of a notice given by a Group Company to the Member terminating (or purporting to terminate) that Member's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice constitutes unfair or wrongful dismissal;
  - 10.6.2 the date of a notice given by a Member to a Group Company terminating (or purporting to terminate) that Member's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice may lawfully be given by the Member;
  - 10.6.3 the date on which a repudiatory breach of any contract of employment or engagement by either the Member or a Group Company is accepted by the other party to that contract;
  - 10.6.4 the date of any event which both the Member and a Group Company expressly agree, results in the termination of the contract of employment or engagement under the doctrine of frustration; or
  - 10.6.5 in any circumstances other than those specified in articles 10.6.1 and 10.6.4, the date on which the Member actually ceases to be employed or engaged by the Group.
- 10.7 Notwithstanding any other provision of these Articles, any Compulsory Transfer Shares shall, with effect from the date of the relevant Compulsory Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer on the holder of those Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) but in each case in respect of those Compulsory Transfer Shares only, until such time as another person is entered in the register of members of the Company as the holder of those Compulsory Transfer Shares.
- 10.8 Articles 27(2)(a) and 28 of the Model Articles shall not apply to the Company.
- 10.9 No Compulsory Transfer Notice shall be served or be deemed to be served in respect of a Member's holding of F Ordinary Shares where such Member shall, in respect of the relevant Transfer Event, be classed as a Good Leaver, unless and until all of the cash consideration due to such Member under the Share Purchase Agreement has been paid in full. Upon payment in full of such cash consideration, a Compulsory Transfer Notice shall be served or deemed to be served in accordance with article 10.2.3 and the remaining provisions of this article 10 shall apply in respect of such Member's F Ordinary Shares.
11. DRAG ALONG
- 11.1 Subject always to article 11.11 and Shareholder Consent, if Member(s) holding (i) a majority of the C Ordinary Shares or (ii) a majority of the D Ordinary Shares and the F Ordinary



Shares (as if they constituted one class) which must include the A Manager, (together the Selling Members) wish to transfer all their Shares on arm's length terms to a bona fide Third Party Purchaser (the Proposed Purchaser), they shall have the option (a Drag Along Option) to require all or any of the other Members holding any class of Shares (the Remaining Members) to transfer all their Shares with full title guarantee to the Proposed Purchaser (or as the Proposed Purchaser shall direct) in accordance with this article 11.

- 11.2 The Selling Members shall exercise the Drag Along Option by giving notice to that effect (a Drag Along Notice) to each of the Remaining Members at any time before the registration of the transfer of the Selling Members' Shares. A Drag Along Notice shall specify:
  - 11.2.1 that the Remaining Members are required to transfer all their Shares (the Remaining Shares) pursuant to this article 11;
  - 11.2.2 the identity of the Proposed Purchaser;
  - 11.2.3 the consideration for which, or the price at which, the Remaining Shares are to be transferred in accordance with article 11.4 (the Drag Along Consideration); and
  - 11.2.4 the proposed date of transfer (if known).
- 11.3 A Drag Along Notice:
  - 11.3.1 may be revoked by the Selling Members at any time prior to the completion of the sale and purchase of the Remaining Shares; and
  - 11.3.2 shall lapse if for any reason the sale of the Selling Members' Shares to the Proposed Purchaser is not completed within 40 Business Days of the date of service of the Drag Along Notice (such lapse being without prejudice to the right of the Selling Members to serve any further Drag Along Notice following such lapse).
- 11.4 Subject to article 11.5, the Drag Along Consideration shall be the same consideration per Remaining Share (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Proposed Purchaser in respect of each Share held by all Members other than the Remaining Members, subject always to the provisions of article 4.
- 11.5 Prior to completion of the sale and purchase of the Remaining Shares, the Investors may direct by notice in writing to the Company that any Remaining Member is paid the cash equivalent of any non-cash consideration due to the Selling Members from the Proposed Purchaser in lieu of such non-cash consideration. Such cash consideration in lieu shall be paid to a Remaining Member at the same time as the relevant non-cash consideration is received by the Selling Members. The decision of the Directors (with the consent of the Investors) as to the amount of any cash consideration in lieu of any non-cash consideration shall be final and binding on the Company and all the Members.
- 11.6 Upon the service of a Drag Along Notice each Remaining Member is required, as a legally binding commitment, not to divulge or communicate to any third party either the fact that the Selling Members wish to transfer their Shares to the Proposed Purchaser (or any other person) or any other information concerning the sale and purchase of any of the Selling Members' Shares or the Remaining Shares pursuant to this article 11.
- 11.7 Completion of the sale and purchase of the Remaining Shares shall take place on the same date as completion of the sale and purchase of the Selling Members' Shares or such later date, being not more than 20 Business Days after the date of such completion, as the Investors may direct in writing.
- 11.8 Upon the service of a Drag Along Notice each Remaining Member shall be deemed to have irrevocably appointed each of the Selling Members (severally) as the agent of the Remaining Member to execute, in the name of and on behalf of that Remaining Member, any stock transfer form and covenant for full title guarantee in respect of the Remaining Shares registered in the name of that Remaining Member and to do such other things as the agent may consider necessary or desirable to transfer and complete the sale of the Remaining Shares pursuant to this article 11.

- 11.9 The provisions of this article 11 shall prevail over any contrary provisions of these Articles and, for the avoidance of doubt, the rights of pre-emption and other restrictions on transfer of Shares contained in these Articles shall not apply to the transfer of any Shares to a Proposed Purchaser named in a Drag Along Notice (or as that Proposed Purchaser may direct). Any Transfer Notice or Compulsory Transfer Notice served in respect of a Share which has not been allocated to a Buyer in accordance with article 8.5 shall automatically be revoked by the service of a Drag Along Notice.
- 11.10 Where at any time after the service of a Drag Along Notice but before completion of the sale and purchase of the Remaining Shares by the Proposed Purchaser, any person (a New Member) becomes a registered holder of any Share pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the then current Drag Along Notice, shall immediately be deemed to have been served upon that New Member. Upon the deemed service of a Drag Along Notice pursuant to this article 11.10 the New Member shall become bound to sell and transfer to the Proposed Purchaser (or as the Proposed Purchaser may direct) any Share acquired by him as a result of the exercise of any such option, warrant or other right to subscribe for or acquire Shares. The provisions of this article 11 shall apply mutatis mutandis to the sale of any such Shares by such New Member provided that completion of the sale and purchase of those Shares shall take place on whichever is the later of:
- 11.10.1 the date on which a Drag Along Notice is deemed to have been served on the New Member pursuant to this article 11.10; or
  - 11.10.2 the date of completion of the sale and purchase of the Remaining Shares pursuant to the original Drag Along Notice.
- 11.11 Save with Investor Consent, no Drag Along Notice may be served if:
- 11.11.1 it is proposed to be served within the period of three years from the date of the most recent issue of Shares to the Institutional Investor (or WCS NomineeCo on its behalf); or
  - 11.11.2 the Drag Along Consideration to be received by the Institutional Investor and each of the Individual Investors is less than the sum of 2.2 multiplied by the amount of their respective Investment.
12. TAG ALONG
- 12.1 Subject to article 11 and save in the case of a transfer of Shares which is permitted in accordance with the provisions of article 8, but otherwise notwithstanding any other provision of these Articles, no sale or other disposition of any Shares (the Committed Shares) which would result in a Change of Control shall be made or registered unless before the transfer is lodged for registration:
- 12.1.1 the proposed sale of the Committed Shares has been approved by Shareholder Consent; and
  - 12.1.2 the relevant Third Party Purchaser has made a bona fide offer (a Tag Along Offer) by notice in writing (a Tag Along Notice) to acquire, in accordance with this article 12, from all the Members other than the Third Party Purchaser (or persons connected with or acting in concert with him) all the Shares which are not Committed Shares (the Uncommitted Shares) for the consideration, or at the price, (the Tag Along Consideration) calculated in accordance with articles 12.3 and 12.4.
- 12.2 A Tag Along Notice shall:
- 12.2.1 state the Tag Along Consideration (subject to article 12.4);
  - 12.2.2 state the identity of the relevant Third Party Purchaser;
  - 12.2.3 invite the relevant offerees to respond in writing to the Third Party Purchaser stating that they wish to accept the Tag Along Offer; and

- 12.2.4 subject to article 12.4.1, expire, and the offer made in that notice shall be deemed to be withdrawn, on the date (being not less than 5 nor more than 20 Business Days after the date of the Tag Along Notice) specified in that notice.
- 12.3 For the purposes of this article 12, the Tag Along Consideration shall be the same consideration per Uncommitted Share (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Third Party Purchaser in respect of each Committed Share together with the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Committed Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the Committed Shares subject always to the provisions of article 4.
- 12.4 If the Tag Along Consideration cannot be agreed between the Third Party Purchaser and the holders of not less than 75% of the Uncommitted Shares within 10 Business Days of the date of the Tag Along Notice, such matter shall be referred for determination to the Expert (in accordance with article 25) and, pending their determination:
- 12.4.1 the period specified in the Tag Along Notice for acceptance of the Tag Along Offer shall not start to run until such time as the Expert's determination of the Tag Along Consideration is served on the Third Party Purchaser and the Members holding Uncommitted Shares; and
- 12.4.2 the sale or transfer of the Committed Shares shall have no effect and shall not be registered.
13. GENERAL MEETINGS
- 13.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two Members holding Equity Shares present either in person, by proxy or by a duly appointed corporate representative shall be a quorum.
- 13.2 Article 41 of the Model Articles shall be amended by the addition of the following as a new paragraph 41(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 13.3 Any Member, having the right to attend and vote at the meeting in question and who is present at that meeting in person, by proxy or by a duly appointed corporate representative, may demand a poll. Article 44(2) of the Model Articles shall not apply to the Company.
- 13.4 Article 44(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.".
- 13.5 Article 45(1) of the Model Articles shall be amended as follows:
- 13.5.1 by the deletion of the words in Article 45(1)(d) and the insertion in their place of the following: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
- 13.5.2 by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion but subject to the consent of the Investor accept the proxy notice at any time before the meeting.".
- 13.6 The Company shall not be required to give notice of a general meeting to a Member for whom the Company no longer has a valid United Kingdom address.
14. APPOINTMENT AND REMOVAL OF DIRECTORS
- 14.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be less than two and is not subject to any maximum.

- 14.2 The office of a Director (other than an Investor Director or a Manager Director) shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon:
- 14.2.1 in the case of an executive Director only, that Director ceasing for any reason whatsoever to be employed by the Company or any other Group Company in circumstances where he does not remain, or immediately become, an employee of another Group Company;
  - 14.2.2 that Director failing to take part in any directors' decisions for a period of more than 6 consecutive months and the Directors resolving that his appointment as a Director should terminate (and the director in question shall not be an "Eligible Director" for the purposes of such resolution of the Directors); or
  - 14.2.3 all the other Directors requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

Article 18 of the Model Articles shall be extended accordingly.

## 15. DIRECTORS

- 15.1 The Individual Investors (acting by a shareholding majority) may, from time to time and on more than one occasion (for so long as they hold Shares in the Company):
- 15.1.1 appoint one person to be a director of the Company (the Individual Investor Director) and, from time to time and on more than one occasion, remove and replace any such person appointed by them; or
  - 15.1.2 to the extent that the Individual Investor Director is not appointed, appoint any person to attend, observe or speak (but not vote) at meetings of the Directors and, from time to time and on more than one occasion, remove and replace any such person appointed by them.
- 15.2 The Institutional Investor may, from time to time and on more than one occasion (for so long as they hold Shares in the Company):
- 15.2.1 appoint one person to be a director of the Company (the Institutional Investor Director) and, from time to time and on more than one occasion, remove and replace any such person appointed by them; or
  - 15.2.2 to the extent that the Institutional Investor Director is not appointed, appoint any person to attend, observe or speak at meetings of the Directors and, from time to time and on more than one occasion, remove and replace any such person appointed by them.
- 15.3 The A Manager may, from time to time and on more than one occasion (for so long as he holds Shares in the Company):
- 15.3.1 appoint any two persons (one of which may be himself) to be directors of the Company (the A Manager Directors) and, from time to time and on more than one occasion, remove and replace any such persons appointed by him and for so long as only one A Manager Director is in office, the A Manager's vote shall count for two votes;
  - 15.3.2 subject to prior consultation with the Directors, appoint one A Manager Director to be chairman of the Directors and, from time to time and on more than one occasion, remove and replace any such person appointed by him; and
  - 15.3.3 to the extent that only one A Manager Director is in office, appoint any person to attend, observe or speak (but not vote) at meetings of the Directors and, from time to time and on more than one occasion, remove and replace any such person appointed by him.

- 15.4 Each of the B Managers may, from time to time and on more than one occasion (for so long as he holds Shares in the Company) appoint any one person (which may be himself, and if not himself, shall be subject to Board approval) to be a director of the Company (each a B Manager Director) and, from time to time and on more than one occasion, remove and replace any such person appointed by him. For the avoidance of doubt, in the event that only one of the B Managers holds Shares in the Company, that B Manager shall continue to be entitled to appoint one B Manager Director and the other B Manager's right to appoint a B Manager Director shall lapse upon ceasing to hold Shares in the Company.
- 15.5 Any appointment, removal or replacement pursuant to article 15.1, 15.2, 15.3 and 15.4 shall be made by notice in writing to the Company. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company and the appointment, removal or replacement (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 15.6 Subject to section 168 of the Act, on any resolution to remove an Investor Director the Shares held by the Individual Investors or the Institutional Investors (as the case may be) shall together carry one vote in excess of 50% of all the other votes exercisable in relation to such resolution and if any such Investor Director is removed pursuant to section 168 of the Act or otherwise the Individual Investors or the Institutional Investors (as the case may be) may reappoint him or any other person as an Investor Director.
- 15.7 Subject to section 168 of the Act, on any resolution to remove a Manager Director the Shares held by the relevant Manager shall together carry one vote in excess of 50% of all the other votes exercisable in relation to such resolution and if any such Manager Director is removed pursuant to section 168 of the Act or otherwise the relevant Manager may reappoint him or any other person as a Manager Director (including if such Manager Director is himself).
- 15.8 Upon written request from the Individual Investors or the Institutional Investors (as the case may be), the Company shall procure that the Individual Investor Director and the Institutional Investor Director is forthwith appointed as a director of any other Group Company indicated in such request.
- 15.9 Upon written request from:
- 15.9.1 the A Manager, the Company shall procure that up to two A Manager Directors are forthwith appointed as directors of any other Group Company indicated in such request and that an A Manager Director is appointed as the Chairman (with a casting vote); and
  - 15.9.2 a B Manager, the Company shall procure that a B Manager Director is forthwith appointed as a director of any other Group Company indicated in such request
- 15.10 If at any time there is no Investor Director serving, or a serving Investor Director declines to give a decision on any matter, then any matter in these Articles requiring the consent or approval of the relevant Investor Director may be consented to or approved by the Institutional Investor or those holding the majority of the C Ordinary Shares held by the Individual Investors (as appropriate) and any notice, information, document or other matter or thing required to be given or delivered to the relevant Investor Director shall be given or delivered to the Institutional Investor or the Individual Investors (as appropriate).
- 15.11 An Investor Director (and any alternate Director appointed by him from time to time) shall be entitled to make such disclosure to the Investors in relation to the business and affairs of the Group as he may, in his absolute discretion, see fit.
- 15.12 Article 12(1) to 12 (3) of the Model Articles shall not apply to the Company.
16. ALTERNATE DIRECTORS
- 16.1 Subject to article 16.2, any Director (in this article 16, an appointor) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 16.1.1 exercise that director's powers; and
  - 16.1.2 carry out that director's responsibilities,

- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 16.2 The appointment by the Investor Director of an alternate director shall not be subject to approval by resolution of the Directors.
- 16.3 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.
- 16.4 The notice must:
- 16.4.1 identify the proposed alternate; and
  - 16.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 16.5 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 16.6 Save as provided otherwise in these Articles, alternate Directors:
- 16.6.1 are deemed for all purposes to be Directors;
  - 16.6.2 are liable for their own acts and omissions;
  - 16.6.3 are subject to the same restrictions as their appointors; and
  - 16.6.4 are not deemed to be agents of or for their appointors,
- and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.
- 16.7 A person who is an alternate Director but not a Director:
- 16.7.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
  - 16.7.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
  - 16.7.3 shall not be counted as more than one Director for the purposes of articles 16.7.1 and 16.7.2.
- 16.8 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 16.9 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.
- 16.10 The appointment of an alternate Director terminates:
- 16.10.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
  - 16.10.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
  - 16.10.3 on the death of the alternate's appointor;
  - 16.10.4 when the appointment of the alternate's appointor as a Director terminates; or
  - 16.10.5 when written notice from the alternate, resigning his office, is received by the Company.

## 17. PROCEEDINGS OF DIRECTORS

### 17.1 Decisions of the directors may be taken either:

17.1.1 by a majority at a board meeting; or

17.1.2 by a Directors' written resolution made in accordance with articles 17.2 and 17.3.

Articles 7(1) and 8 of the Model Articles shall not apply to the Company.

17.2 Any Director may propose a Directors' written resolution. A Directors' written resolution is proposed by notice in writing of the proposed Directors' written resolution being given to each Director indicating the proposed resolution and the time by which it is proposed that the Directors should adopt it. Any decision which a person giving notice of a Directors' proposed written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

17.3 A proposed Directors' written resolution is adopted when all the Eligible Directors in relation to the resolution(s) contained in the proposed Directors' written resolution have signed one or more copies of it, provided that those Eligible Directors would have formed a quorum at a meeting of the Directors to consider such resolution(s). It is immaterial whether a Director signs the resolution before or after the time by which the notice proposed that it should be adopted.

17.4 Subject to article 17.5, four Eligible Directors, of whom (i) one shall be the Institutional Investor Director (unless no Institutional Investor Director is an Eligible Director in relation to the relevant meeting); (ii) one shall be the Individual Investor Director (unless no Individual Investor Director is an Eligible Director in relation to the relevant meeting); (iii) one shall be an A Manager Director (unless the A Manager Director is not an Eligible Director in relation to the relevant meeting); and (iv) one shall be a B Manager Director (unless the B Manager Director is not an Eligible Director in relation to the relevant meeting, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 19 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. For the purpose of any meeting held to consider a decision referred to in article 17.8, the quorum for such a meeting shall be one Investor Director. Article 11(2) of the Model Articles shall not apply to the Company.

17.5 If within 30 minutes of the time appointed for a meeting of the Directors there is no quorum present, the Director(s) present shall adjourn the meeting to a place and time not less than 1 Business Day later and shall procure that notice of such adjourned meeting is given to each Director otherwise in accordance with article 15.8. If at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the adjourned meeting, then the meeting shall be deemed to be quorate with those Director(s) who are in attendance.

17.6 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman shall have a casting vote, provided that the chairman shall not have a casting vote if he is not an Eligible Director for the purposes of the relevant directors' decision. Article 13 of the Model Articles shall not apply to the Company.

17.7 Not less than 5 Business Days' notice of a Directors' meeting must be given to each Director in writing provided that the requirements of this article may be waived or varied with the prior approval of all Eligible Directors. Article 9(3) of the Model Articles shall not apply to the Company.

17.8 Where any decision is to be made by the Company or any Group Company in relation to the exercise, enforcement or waiver of any of the Institutional Investors' or the Individual Investors' rights under, or the giving of any consent under the Investment Agreement then, notwithstanding any other provision of these Articles, if the relevant Investor Director is appointed for the time being then no meeting of the Directors at which any such decision will be considered shall be quorate unless such Investor Director is present in person and at such meeting only that relevant Investor Director shall be entitled to vote. The Investor Director shall have exclusive conduct of any proceedings of any nature arising in connection

with any such rights and no other Director shall have power to take any decision or settle or compromise any claim in relation to such matters.

17.9 Article 16 of the Model Articles shall be amended by the insertion of the following words after the word "may": "with the consent of the Investors".

17.10 Article 4(1) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investors,".

## 18. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

18.1 Subject to sections 177 and 182 of the Act and, save in the case of an Investor Director, and provided (in any case) he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:

18.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

18.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;

18.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;

18.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

18.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

18.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

18.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

## 19. DIRECTORS' CONFLICTS OF INTEREST

19.1 The Directors may, in accordance with the requirements set out in this article 19, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a Conflict).

19.2 Any authorisation under this article will be effective only if:

19.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors, with the consent of an Investor Director may determine;

19.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

19.2.3 the matter was agreed to without the Director in question voting or would have been agreed to if his vote had not been counted.



- 19.3 Any authorisation of a Conflict under this article 19 shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:
- 19.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
  - 19.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
  - 19.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 19.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
- 19.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
  - 19.4.2 use or apply any such information in performing his duties as a Director,
- where to do so would amount to a breach of that confidence.
- 19.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, and they will so provide if directed to do so by the Investor Director, in either case without limitation, that the Director:
- 19.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
  - 19.5.2 is not given any documents or other information relating to the Conflict; and
  - 19.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 19.6 Where the Directors authorise a Conflict:
- 19.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
  - 19.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 19.7 An Investor Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in:
- 19.7.1 any Group Company;
  - 19.7.2 the relevant Investor;
  - 19.7.3 any company which is for the time being a subsidiary or holding company of a holder of the relevant Investor or another subsidiary of such holding company; or
  - 19.7.4 any investment fund or co-investment plan for whom C Ordinary Shares are held; or
  - 19.7.5 a manager, custodian, nominee or trustee for, or general partner of, any investment fund or co-investment plan for whom Shares are held on behalf of the relevant Investor,
- and no authorisation under article 19.1 shall be necessary in respect of such interest.

19.8 A Director other than an Investor Director may, notwithstanding his office, be a Member or a director or other officer of, or employed by or otherwise interested in any Group Company and no authorisation under article 19.1 shall be necessary in respect of such interest.

19.9 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## 20. DIRECTORS' BENEFITS

20.1 Article 19(2) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investors,".

20.2 Article 19(3) of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investors,".

20.3 Article 20 of the Model Articles shall be amended by the insertion of the following words at the start of that article: "Subject to the consent of the Investors,".

## 21. SECRETARY

The Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.

## 22. SERVICE OF DOCUMENTS

22.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

22.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

22.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

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

22.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

22.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 22.1, no account shall be taken of any part of a day that is not a working day.

22.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## 23. INDEMNITY

23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

23.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in

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

- 23.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 23.2 This article 23 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 23.3 In this article 23 and in article 24 a relevant officer means any director or other officer or former director or other officer of the Company or any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any Group Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).
- 23.4 Article 52 of the Model Articles shall not apply to the Company.
- 24. INSURANCE
- 24.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any Group Company or any pension fund or employees' share scheme of the Company or Group Company.
- 24.2 Article 53 of the Model Articles shall not apply to the Company.
- 25. EXPERT
- 25.1 Where these Articles provide for any matter or dispute to be determined by the Expert, such matter or dispute shall be referred, at the request of any Member or Director, to the Accountants provided that in the circumstances referred to in article 25.2 such matter or dispute shall be referred to an independent chartered accountant nominated (on the application of any Member or Director) in writing by the President for the time being of the Institute of Chartered Accountants in England and Wales.
- 25.2 The circumstances referred to in article 25.1 are:
  - 25.2.1 where the Accountants are unable or unwilling to act in connection with the relevant reference; or
  - 25.2.2 where, within 10 Business Days of the Company notifying the Investors that a matter or dispute is to be referred to an Expert in accordance with these Articles, the Investors direct in writing that instead of being referred to the Accountants the relevant matter or dispute shall be referred to an independent chartered accountant nominated (on the application of any Member or Director) by the President for the time being of the Institute of Chartered Accountants in England and Wales and, for this purpose, the Company undertakes to notify the Investors of any such proposed referral to an Expert.
- 25.3 The Expert shall be engaged on terms agreed between the relevant Expert, the Directors and the Investor Directors. For the purposes of agreeing the terms of the Expert's engagement pursuant to this article 25.3, the Directors or the Investor Directors (as the case may be) shall act as agent for the Company and each relevant Member.
- 25.4 The Company and any relevant Members shall supply the Expert with any information which he may reasonably request in connection with his determination. The Company and any relevant Members shall be entitled to make written submissions to the Expert provided that

a copy of any such written submissions is also simultaneously delivered to the other relevant parties. The Expert shall give due weight to any such written submission which is received by the Expert within such time limit as he may determine and have notified to the relevant parties.

- 25.5 The decision of the Expert (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Members.
- 25.6 The cost of any reference to the Expert shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Expert (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Expert, equally by the parties concerned.
26. CHANGE OF NAME
- Subject to the consent of the Investors and the Managers, the name of the Company may be changed by a decision of the Directors.
27. PURCHASE OF OWN SHARES OUT OF CASH
- Subject to the consent of the Investors and the Managers, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act provided such purchase would not cause a loss of EIS Income Tax Relief via section 224 Income Tax Act 2007.
28. ELECTRONIC COMMUNICATION
- 28.1 Without prejudice to Article 48 of the Model Articles, notices and any other communications sent or supplied, by or to shareholders or directors of the Company under these Articles may be sent or supplied by electronic means as defined in section 1168 of the Act (including via a website, chatroom, extranet, intranet, blog, online social network or forum or other similar mechanism duly notified to such shareholder or director or by electronic mail to any email address supplied to the Company, its officers or agents in writing by such shareholders or directors).
- 28.2 For the purposes of Article 28.1 above, the Company can assume that any email addresses supplied to the Company, its officers or agents by shareholders or directors of the Company are up to date and current, and it is the sole responsibility of each shareholder and director of the Company to update the Company as to any changes in their email addresses, and to ensure that the Company has and uses the correct email address. In this regard, all shareholders and directors of the Company agree that the Company has no responsibility to any shareholder or director of the Company who fails to receive any notice or other communication as a result of such shareholder or director failing to comply with this Article 28.2.
- 28.3 When any notice or communication is sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, an email shall be sent to shareholders of the Company to inform them of the existence of the notice or communication made on such website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism in accordance with Schedule 5 of the Act.
- 28.4 Any notice or communication sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, shall be deemed to have been served on the intended recipient when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website, and any notice or communication sent by electronic mail or fax shall be deemed to be delivered at the time it was sent and shall be deemed to have been received 24 hours after its transmission.
- 28.5 The Company's obligation to send or supply any notice or communication to shareholders or directors of the Company is satisfied when the Company transmits an electronic message and the Company is not responsible for a failure in transmission beyond its control.

- 28.6 Each shareholder and director of the Company shall, for the purposes of paragraph 6 and paragraph 9 of Schedule 5 of the Act, be deemed to have agreed to accept notices or communications from the Company in electronic form, and to them being made available on a website, by providing a copy of his email address and expressly consenting to that email address being used for the purpose of receiving notices or communications from the Company in electronic form, and to the Company making information available on a website.
29. SHARE CERTIFICATES
- 29.1 The conditions of issue of any shares shall not require the Company to issue any share certificate although the Board may resolve to do so.
- 29.2 The Company shall not be bound to issue more than one certificate in respect of shares held jointly by two or more persons. Delivery of a certificate to the person first named in the register shall be sufficient delivery to all joint holders.
- 29.3 If the Board resolves to issue a share certificate it may be issued under seal (by affixing the seal to or printing the seal or a representation of it on the certificate) or signed by at least two directors of the Company or by at least one director of the Company and the secretary. Such certificate shall specify the number and class of the shares in respect of which it is issued and the amount or respective amounts paid up on it. The Board may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical or other means or may be printed on them or that the certificates need not be issued under seal or signed by any person.
- 29.4 Every share certificate sent in accordance with these Articles will be sent at the risk of the member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.