

**THE COMPANIES ACT 2006**  
**A PRIVATE COMPANY LIMITED BY SHARES**

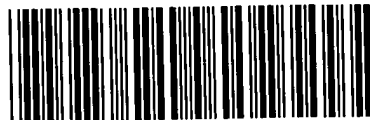
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**ARTICLES OF ASSOCIATION**  
**OF**  
**SHERPR GLOBAL LTD**

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(Adopted by a special resolution passed on 03 April 2023)

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**of**

**SHERPR GLOBAL LTD**

(adopted by Written Resolution  
passed on 03 April 2023)

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**1. INTRODUCTION**

1.1 The provisions of the Model Articles shall not apply to the Company.

1.2 In these Articles:

1.2.1 any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force; and

1.2.2 headings are used for convenience only and shall not affect the construction hereof.

**2. DEFINITIONS**

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

**"Acceptance Period"** the period during which an offer made under Article 11.7 is open for acceptance;

**"Auditors"** the auditors for the time being of the Company or such other firm of chartered accountants appointed in accordance with Article 11.4;

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

**"Board"** the board of Directors of the Company;

**"Business Day"** a day (other than a Saturday or Sunday or bank holiday) on which the clearing banks in the city of London and Glasgow are open for business;

<b>"CA 2006"</b>	the Companies Act 2006 and every statutory modification or re-enactment thereof for the time being in force;
<b>"chairman"</b>	a person appointed as chairman pursuant to Article 20.9;
<b>"company"</b>	includes any body corporate;
<b>"Company"</b>	Sherpr Global Ltd, a private limited company registered in England and Wales with registration number 10721068 and with its registered office located at Unit 2 Karma Yoga House, 12 Hoxton Market, London, England, N1 6HW;
<b>"Conflict Situation"</b>	any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the Company could take advantage of the property, information or opportunity);
<b>"Connected"</b>	as defined by Section 1122 of the Corporation Tax Act 2010;
<b>"Crowdcube Beneficial Owner"</b>	means the person whose shares in the Company are held on trust by Crowdcube NomineeCo (or any of its transferees);
<b>"Crowdcube NomineeCo"</b>	means Crowdcube Nominees Limited (co number 0920478) having its registered office at Fourth Floor, Broadwalk House (South Block), Exeter, Devon, England, EX1 1TS as nominee for the Crowdcube Beneficial Owners;
<b>"Date of Adoption"</b>	the date on which these Articles were adopted;
<b>"the Directors"</b>	the directors for the time being of the Company including any person occupying the position of director by whatever name called or (as the context shall require) any of them (each a <b>"Director"</b> ) acting as the Board;
<b>"Distribution"</b>	any dividend or other distribution by the Company (whether in cash or in specie) to all or any of the members of the Company, provided it is of a capital nature including any distribution of assets on a winding up or on a repurchase or redemption of shares;

<b>"Distribution Recipient"</b>	as defined in Article 26.9;
<b>"the Drag Along Price"</b>	as defined in Article 17.1;
<b>"the Drag Along Right"</b>	as defined in Article 17.1;
<b>"Eligible Shareholders"</b>	as defined in Article 16.1.1;
<b>"Employee"</b>	an individual (other than an Investor Director) is employed by and/or is a director of the Company or any member of the Group;
<b>"Employee Member"</b>	any Employee who is a Member by virtue of their holding of Shares (and references to a Member ceasing to be an Employee Member shall be construed so as to mean that Member ceasing to be employed by, or a director of, the Company or any member of the Group without thereafter continuing to be employed by, or a director of, the Company or any other member of the Group);
<b>"Employee Options"</b>	options granted over up to [297,115] Q Shares to the Company's employees, directors or consultants from time to time as approved by Investor Consent;
<b>"equity share capital"</b>	shall have the meaning set out in sections 548 of the CA 2006;
<b>"Excess Shares"</b>	as defined in Article 11.8.1;
<b>"Excluded Person"</b>	<p>(a) any Member (or other person entitled to a Share in the manner set out in Article 12.1) whom the Directors are entitled under Article 10.4, Article 12.1 or Article 15 to require to give a Transfer Notice (but only throughout such time as the Directors are entitled to require him to give a Transfer Notice);</p> <p>(b) any Member or other person who has been required to give a Transfer Notice under Article 10.4, Article 12.1 or Article 15 (whether or not that requirement has been complied with);</p>
<b>"Exit Value"</b>	<p>(a) on a Listing, the value at the Listing Value of the then issued equity share capital of the Company of the class(es) being Listed (other than those issued under the Listing arrangements to raise new money); or</p> <p>(b) on a Sale, the consideration payable for the Shares of the Company under and the subject of the terms of the Sale; or</p>

	(c) on a Distribution of Remaining Assets pursuant to Article 5, the amount or value of the assets the subject of the Distribution;
<b>"Family Member"</b>	in relation to any person or deceased person, such person's spouse or civil partner and parents and every child and remoter descendant of such person (including stepchildren and adopted children);
<b>"Family Trusts"</b>	in relation to any person or deceased person means trusts under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than that person and/or a Family Member of that person. For these purposes a person shall be deemed to be beneficially interested in a Share if that Share or the income derived from it is or may become liable to be transferred or paid or applied or appointed to or for the benefit of that person;
<b>"FCA"</b>	means the United Kingdom's Financial Conduct Authority and any successor of it from time to time;
<b>"FMV"</b>	fair market value as agreed between the Employee Member and the Directors (subject to Investor Consent) or as determined in accordance with Article 11.5;
<b>"Founder"</b>	Andrew Watson;
<b>"Fund Manager"</b>	Sapphire Capital Partners LLP, a private limited liability partnership registered in Northern Ireland with registered number NC000562 whose registered office is at 28 Deramore Park, Belfast, BT9 6JU;
<b>"Group"</b>	the Company and its subsidiaries from time to time and <b>"Group Company"</b> shall be construed accordingly;
<b>"hard copy form"</b>	a document or information sent or supplied in a paper copy of similar form capable of being read and references to hard copy have a corresponding meaning;
<b>"instrument"</b>	a document in hard copy form;
<b>"Investor Group"</b>	in relation to any corporate Investor, that Investor and its Associated Companies from time to time;
<b>"Investor Consent"</b>	the consent in writing of the Investor Director (or, if none is appointed, SBS);
<b>"Investor Director"</b>	an Investor Director appointed pursuant to Article 22.1;
<b>"Involuntary Transfer Event"</b>	means the NomineeCo or Seedrs Nominee (respectively) being required to transfer all of their Shares or the shares of their Crowdcube Beneficial Owners (respectively) as a

result of: (i) a change in the law or any legal regulation (including without limitation the FCA Handbook in respect of holding client assets), (ii) an instruction or requirement by the FCA, or (iii) a change in control, administration, liquidation or equivalent event in relation to NomineeCo, Crowdcube Limited (Co. Reg. No. 07014587), Seedrs Nominee or Seedrs Limited, a limited company incorporated in England and Wales under No. 06848016 (the **"Seedrs Nominated Custodian"**);

**"Issue Price"**

the aggregate price paid for the relevant Shares whether by purchase or subscription and including any premium paid on subscription;

**"ITEPA"**

the Income Tax (Earnings and Pensions) Act 2003;

**"Key Investors"**

SBS, Mr Eagles, Mr Ellacott, Mr Hamilton and Mr Rutledge;

**"Key Investor Consent"**

consent in writing (which may be by email) of the Key Investors;

**"Listed or Listing"**

the admission of all or any of the equity share capital of the Company to trading on: the main market of the London Stock Exchange plc; or the Alternative Investment Market of the London Stock Exchange plc; or any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000) (as amended) as approved by Investor Consent and such admission becoming effective in accordance with the rules of the relevant investment exchange;

**"Listing Value"**

in the event of a Listing and as regards a share comprised in the equity share capital of the Company, the value of that share (or the share capital into which it has been converted or re-designated or attributable to it at the time of the Listing), as determined by reference to the price at which the shares of the Company of that class are to be issued or (as appropriate) placed or, in the case of an offer for sale by tender, by reference to the applicable striking price, as part of the Listing arrangements;

**"Member"**

in respect of any Share(s), the person whose name is entered in the Company's register of members as the holder of such Share(s);

**"a Member of the same Group"**

as regards any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company;

**"Minority Director"**

as defined in Article 22.2;

<b>"Model Articles"</b>	the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
<b>"Mr Eagles"</b>	Gareth Eagles;
<b>"Mr Ellacott"</b>	Fraser Ellacott;
<b>"Mr Hamilton"</b>	Sam Hamilton;
<b>"Mr Rutledge"</b>	Mark Rutledge;
<b>"Nominee"</b>	Woodside Corporate Services Limited, a private limited company registered in England and Wales with registered number 06171085 whose registered office is at 4 <sup>th</sup> Floor, 50 Market Lane, London EC3R 7QR or such nominee as SBS may appoint to act as the SBS Investors' nominee in respect of investments held in the Company from time to time;
<b>"Offer"</b>	<p>either:</p> <ul style="list-style-type: none"> <li>(i) an offer to purchase all the Shares other than those already held by the Offeror and/or any persons acting in concert with him (as defined in the City Code on Take-overs and Mergers); or</li> <li>(ii) the entering into of one or more agreements which will result in any persons who are acting in concert (as defined above) acquiring all the Shares, which agreements are unconditional or subject only to conditions in the sole control of any or all of the persons who are acting in concert;</li> </ul> <p>in each case being an offer or agreement which is approved by Investor Consent as being an offer or an agreement to which Articles 16 and 17 do not apply;</p>
<b>"the Offeror"</b>	as defined in Article 17.1;
<b>"ordinary resolution"</b>	as defined in section 282 of the CA 2006;
<b>"Ordinary Shares"</b>	ordinary shares of £0.0001 each in the capital of the Company from time to time having the rights set out in these Articles;
<b>"Ordinary Shareholders"</b>	the holders for the time being of the issued Ordinary Shares and <b>"Ordinary Shareholder"</b> shall be construed accordingly;
<b>"paid"</b>	paid or credited as paid;
<b>"Permitted Transfers"</b>	any transfer made in accordance with Articles 10.1 to



	(and inclusive of) Article 10.3;
<b>"Prescribed Price"</b>	the price per Sale Share agreed or determined pursuant to Article 11.4 or determined pursuant to Article 11.5;
<b>"Privileged Relation"</b>	in relation to a Member who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted child and their issue);
<b>"Proposing Transferee"</b>	as defined in Article 16.1;
<b>"Proposing Transferor"</b>	a Member proposing to transfer or dispose of their Shares or any interest therein;
<b>"Proxy Notice"</b>	as defined in Article 27.20;
<b>"Purchaser"</b>	a Member willing to purchase Shares comprised in a Transfer Notice;
<b>"Q Shares"</b>	Q shares of £0.0001 each in the capital of the Company, having the rights set out in these Articles;
<b>"Q Shareholders"</b>	the holders for the time being of issued Q Shares and <b>"Q Shareholder"</b> shall be construed accordingly;
<b>"Relevant Date"</b>	in respect of an Employee Member, the date on which such Employee Member ceases to be an Employee;
<b>"Relevant Interest"</b>	as defined in Article 16.3.1;
<b>"Relevant Transaction"</b>	as defined in Article 16.1;
<b>"Remaining Assets"</b>	as defined in Article 4.2.1;
<b>"Sale"</b>	completion of the transaction(s) by which an Offer has arisen;
<b>"the Sale Shares"</b>	all Shares comprised in a Transfer Notice;
<b>"SBS"</b>	The SideBySide Partnership International Limited, a private limited company registered in England and Wales with registered number 10166558 whose registered office is at 130 Shaftesbury Avenue, 2 <sup>nd</sup> Floor, London, United Kingdom, W1D 5EU or any person who is appointed in substitution for SBS to act on behalf of the SBS Investors;
<b>"SBS EIS Fund"</b>	The SBS EIS Venture Fund, an EIS fund constituted by a series of investment management agreements pursuant to which investors appoint the Fund Manager as their investment manager to make investments selected by SBS in accordance with a common investment policy,

such investments to be held on their behalf by the Nominee in its capacity as their nominee;

**"SBS Investors"**

investors in the SBS EIS Fund;

**"Seedrs Beneficial Owners"**

means the persons who, from time to time, have beneficial ownership in the Shares for which Seedrs Nominee is registered as the legal owner;

**"Seedrs Nominee"**

Seedrs Nominees Limited, a limited company incorporated in England and Wales under No. 08756825 whose registered office is at Churchill House, 142-146 Old Street, London EC1V 9BW, United Kingdom, as the nominated custodian of Seedrs Limited, a limited company incorporated in England and Wales under No. 06848016;

**"Shares"**

issued shares in the capital of the Company;

**"Subsidiary" and "holding company"**

shall have the meanings set out in Sections 1159 to 1162 of the CA 2006;

**"Tag Notice"**

a written notice served by a Member of the Company in accordance with Article 16.1 and Article 16.2;

**"Tax Act"**

the Income Tax Act 2007, as amended;

**"Transfer Notice"**

a written notice served by a Member on the Company, in accordance with Article 11 or deemed to have been served pursuant to Article 12 or Article 14;

**"Transferee Company"**

a company for the time being holding Shares in consequence of a transfer or series of transfers of Shares between Members of the same Group (the relevant Transferor Company in the case of a series of transfers being the first transferor in that series);

**"Transferor Company"**

a company (other than a company which is also a Transferee Company in respect of the same Shares) which has transferred Shares to a Member of the same Group;

**"Transmittee"**

a person entitled to a Share by reason of the death or bankruptcy of a Member or otherwise by operation of law.

**3. SHARE CAPITAL**

- 3.1 In these Articles, unless the context requires otherwise, references to Shares shall include shares of those respective classes created and/or issued after the Date of Adoption.

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

3.3 Subject to the CA 2006, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the CA 2006.

#### 4. **SHARE RIGHTS**

The Shares shall have, and be subject to, the following rights and restrictions:

##### 4.1 **Income**

The profits of the Company, which the Company may so resolve to distribute, shall be distributed amongst Ordinary Shareholders and Q Shareholders (as if the Ordinary Shares and Q Shares held by them were one and the same class) pro rata to the number of Ordinary Shares and Q Shares held.

##### 4.2 **Return of Capital and Exit**

4.2.1 On a return of assets (whether on liquidation, capital reduction or otherwise), the assets of the Company remaining after the payment of its liabilities ("**Remaining Assets**") shall be shared amongst Ordinary Shareholders and Q Shareholders (as if the Ordinary Shares and Q Shares held by them were one and the same class) pro rata to the number of Ordinary Shares and Q Shares held.

4.2.2 Subject as otherwise expressly provided in these Articles, on a Listing or on or following a Sale, the proceeds of any Sale ("**Sale Proceeds**") attributable to the Shares that form part of the share capital to which the Sale Proceeds relate shall be allocated between the Ordinary Shareholders and the Q Shareholders in the manner provided in Article 4.2.1.

4.2.3 On and following a Sale the consideration thereunder and each payment thereof shall be deemed to be subject to a trust for application on the basis provided in this Article 4.2 and the recipients thereof shall apply and account for the same accordingly.

4.2.4 If a Listing is to take place, each member shall execute and deliver and do such acts deeds documents and things as the Board shall (with Investor Consent) reasonably require of him in that capacity to reorganise the share capital of the Company to be the subject of a Listing into shares of a class and nominal value and with the apportionment of Exit Value appropriate for that purpose and in accordance with the requirements of this Article 4.2 including but not limited to passing any resolutions and providing any consents necessary for that purpose and surrendering his share certificate(s) for cancellation and replacement accordingly. Without limiting the foregoing, where the shares to be the subject of the Listing are of different nominal values such resolutions may involve the subdivision of the shares of a higher nominal value into shares of the same nominal value as those of a smaller nominal value and (if required) the subsequent consolidation and re-designation of all then resultant shares of the lower nominal value into one class of share with a nominal value appropriate for the Listing.

#### 4.3 Voting

- 4.3.1 The Ordinary Shares shall confer on each Ordinary Shareholder the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company. On a show of hands every Ordinary Shareholder who (being an individual) is present in person or (being a corporation) is present by a representative shall have one vote ; and
- 4.3.2 the Q Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 4.3.3 Where Shares confer a right to vote, on a show of hands each holder of such Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.

#### 5. ISSUE OF NEW SHARES: PRE-EMPTION

- 5.1 Save with Key Investor Consent, subject to the remaining provisions of Articles 5.2 and 5.5, the following pre-emption process shall apply before any new Shares are issued:

- 5.1.1 any new Shares from time to time created shall before they are issued to any third party be offered to Members pro-rata in proportion to the number of Shares held ("Pre-Emption Offer").

- 5.1.2 The Pre-Emption Offer shall be made by notice in writing specifying:

- 5.1.2.1 the number and class of the new Shares offered ("**Relevant Securities**");
- 5.1.2.2 the subscription price of the Relevant Securities (which shall be the same price per Relevant Security for all recipients of the Pre-Emption Offer), and
- 5.1.2.3 stating a time (not being less than 30 days or greater than 31 days) within which the Pre-Emption Offer, if not accepted, will be deemed to be declined and stipulate that any offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he is entitled under Article 5.1 shall, in his acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which he wishes to subscribe.

- 5.1.3 Any Relevant Securities not accepted by offerees pursuant to a Pre-Emption Offer made in accordance with Article 5.1.1 and Article 5.1.2 shall be used to satisfy any requests for Excess Securities. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Shares held by each such applicant bears to the total number of Shares held by all applicants (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Member beyond that applied for by him).

- 5.2 The provisions of Article 5.1 shall not apply to the issue of Shares pursuant to the exercise

of Employee Options and/or any shareholders' agreement existing between all of the Members and the Company from time to time.

5.3 The provisions of Article 5.1 may not be disapplied in relation to any class of shares by special resolution.

5.4 Notwithstanding Article 5.3:

5.4.1 The provisions of Article 5.1 may be delayed by special resolution in relation to any class of shares by up to 45 days immediately following a relevant issue of Shares or other equity securities (a "**Relevant Issue**");

5.4.2 Following the completion of a Relevant Issue, all Members who did not take up their pro-rata entitlement to the Relevant Issue shall have the right to subscribe for such number of Shares that would maintain their percentage shareholding in the Company at the level it was immediately prior to the Relevant Issue and shall be entitled to a further thirty days (or such longer period agreed by the Board with Investor Consent) in which to complete such subscription following the close of the Relevant Issue ("**Catch-up Right**").

5.4.3 Where some but not all Members participate in the Relevant Issue ("**Relevant Issue Participants**") and some Members who do not participate in the Relevant Issue exercise their Catch-up Right under Article 5.4.2, all Relevant Issue Participants will have the right to subscribe for such additional number of Shares that would maintain their percentage shareholding in the Company at the level it was immediately prior to the Relevant Issue and shall be entitled to a further thirty days (or such longer period agreed by the Board with Investor Consent) in which to complete such subscription from the close of the last subscription pursuant to the Catch-up Right. For the avoidance of doubt, the valuation of such Shares shall be the same as those offered as part of the Relevant Issue.

5.5 **Emergency Fundraising**

5.5.1 If in the reasonable opinion of the Board (acting with Investor Consent), the Company resolves that it needs to raise emergency funds by way of subscription for Shares (having regard to the financial position of the Group for the next three months) ("**Emergency Funding Requirement**"), the provisions of this Article 5.5 shall apply.

5.5.2 Where the Board has resolved that there is an Emergency Funding Requirement in accordance with Article 5.5.1, prior to allotting any Shares to any person, the Company shall first make an offer to its Members in accordance with Article 5.1, save that the time period in Article 5.1 of 10 days shall be replaced with 2 Business Days and if Members do not accept the offer and take up their pro-rata share within 2 Business Days, the issue of Shares to Members who have accepted or any willing third party shall proceed regardless ("**Emergency Funding Shares**") ("**Initial Emergency Funding Round**").

5.5.3 Following the completion of the Initial Emergency Funding Round, all Members who did not take up their pro-rata entitlement to the Emergency Funding Shares pursuant to Article 5.5.2 shall have the right to subscribe for such number of Shares that would maintain their percentage shareholding in the Company at the level it was immediately prior to the issue of the Emergency Funding Shares and

shall be entitled to a further twenty-one days (or such longer period agreed by the Board with Investor Consent) in which to complete such subscription following the close of the Initial Emergency Funding Round ("**Emergency Funding Catch-up Right**").

5.5.4 Where some but not all Members participate in the Initial Emergency Funding Round ("**Emergency Funding Round Participants**") and some Members who do not participate in the Initial Emergency Funding Round exercise their Emergency Funding Catch-up Right under Article 5.5.3, all Emergency Funding Round Participants will have the right to subscribe for such additional number of Shares that would maintain their percentage shareholding in the Company at the level it was immediately prior to the issue of the Emergency Funding Shares and shall be entitled to a further twenty-one days (or such longer period agreed by the Board with Investor Consent) in which to complete such subscription from the close of the last subscription pursuant to the Emergency Funding Catch-up Right. For the avoidance of doubt, the valuation of such Shares shall be the same as those offered as part of the Initial Emergency Funding Round.

5.5.5 It is a principle of these Articles no Member shall be diluted by the operation of an Initial Emergency Funding Round without having had the opportunity to avoid such dilution whether by participating in the Initial Emergency Funding Round itself, exercising their Emergency Funding Catch-up Right or exercising their further catch-up right pursuant to Article 5.5.4 provided that such subscription rights are exercised within the requisite timeframes.

5.6 Subject to this Article 5.6 and Articles 5.1 to 5.5, and for the purposes of sections 549 and 551 of the CA 2006, the Shares in the capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that:

5.6.1 this authority shall be limited to a maximum nominal amount of £1,000 in aggregate;

5.6.2 this authority shall apply only insofar as the Company has not by resolution waived or revoked it;

5.6.3 no Shares shall be issued at a discount to their nominal value;

5.6.4 no Shares to which Article 5.1 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such Shares made under Article 5.1 unless the procedure set out in Article 5.1 is repeated in respect of such Shares (and so that the time limit set out in this Article 5.6.4 shall apply equally to any repetition of that procedure);

5.6.5 no Shares shall be issued at a price less than that at which they were offered to the Members in accordance with Article 5.1 and if the Directors are proposing to issue such Shares wholly or partly for a non-cash consideration the cash equivalent of such consideration for the purposes of this sub-paragraph shall be as reasonably determined by the Auditors who shall act as experts and not as arbitrators and whose determination shall be final and binding on the Company and each of its members. For the avoidance of doubt this Article 5.6.5 shall not apply to the issue of any Shares pursuant to the exercise of any Employee Options

and pursuant to any shareholders' agreement entered into between the Members and the Company from time to time;

5.6.6 no Shares shall be allotted to any Employee, Director, prospective employee or prospective director of the Company unless such person has entered into a joint section 431 ITEPA election with the Company or unless this requirement is waived by the Board subject to Investor Consent.

5.7 The provisions of Section 561(1) and 562(1) to (6) inclusive and 568(3) CA 2006 shall not apply to the allotment of equity securities made by the Company.

5.8 The Nominee shall be entitled to offer any right (in whole or in part) under this Article 5 to subscribe for Shares to any venture capital trust, venture capitalist, investment trust, investment company, limited partnership, EIS fund (approved or unapproved) or other such like entity or its nominee provided that it is advised or managed by SBS.

5.9 The Seedrs Nominee shall be entitled to offer any right (in whole or in part) under this Article 5 to subscribe for Shares to any person subscribing for such Shares through the Seedrs Nominee as a beneficial owner of such Shares.

5.10 Crowdcube NomineeCo shall be entitled to offer any right (in whole or in part) under this Article 5 to subscribe for Shares to any person subscribing for such Shares through Crowdcube NomineeCo as a beneficial owner of such Shares.

## **6. VARIATION OF CLASS RIGHTS**

6.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of Members holding more than 75% in nominal value of the issued Shares of that class and Investor Consent, save that where such variation of share rights would have an adverse effect on the Members of such class, all Members of such class must consent.

## **7. LIEN**

7.1 The Company shall have a first and paramount lien on every Share, which is not fully paid, for all and any indebtedness of any Member thereof to the Company (whether a sole Member or one of two or more joint Members) in respect of the Shares concerned.

7.2 The Company's lien over a Share takes priority over any third party's interest in that Share and extends to any dividend or other money payable by the Company in respect of that Share, and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that Share.

7.3 The Directors (subject to Investor Consent) may at any time decide that a Share, which is or would otherwise be subject to the Company's lien will not be subject to it, either wholly or in part.

## **8. REGISTRATION OF TRANSFERS**

8.1 Subject to the remainder of Article 8, the Directors shall be required to register promptly

any transfer of Shares made in accordance with the provisions of these Articles.

8.2 The Directors may refuse to register a transfer of a Share:

- 8.2.1 which is not fully paid up (as to nominal value or premium) and a transfer of a Share on which the Company has a lien;
- 8.2.2 if the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
- 8.2.3 if it is in favour of more than four transferees;
- 8.2.4 unless it is lodged at the office or such other place as the Directors may determine and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
- 8.2.5 unless it is in respect of one class of Share only.

8.3 In addition the Directors may refuse to register a transfer of a Share to a bankrupt, a minor or a person of unsound mind.

8.4 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Members and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 8.4 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

8.5 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share. The Company may retain any instrument of transfer which is registered.

8.6 Under this Article 8, the transferor remains the Member relating to the relevant Share(s) until the transferee's name is entered in the Company's register of members as the new Member relating to such Shares.

## **9. TRANSFERS PURSUANT TO OFFERS MADE UPON A CHANGE OF CONTROL OR WITH INVESTOR CONSENT**

9.1 Any Shares may at any time be transferred by any Member:

- 9.1.1 pursuant to acceptance of any offer made to that Member under the requirements of Article 16 (Tag Along);
- 9.1.2 pursuant to Article 17 (Drag Along); or



- 9.1.3 with Investor Consent (provided that this Article 9.1.3 may not be used to override any rights which a Member may have to transfer Shares pursuant to Article 16 (Tag Along)).

**10. PERMITTED TRANSFERS**

- 10.1 Subject to the provisions of Article 8, any Share (other than any Share in respect of which the relevant Member shall have been required by the Directors under these Articles to give a Transfer Notice or shall be deemed to have given a Transfer Notice) may at any time be transferred:

10.1.1 by an individual Member (subject to the provisions of Article 12 in respect of Employee Members) to trustees to be held on Family Trusts of such a Member, or to a Family Member of such Member, but where the transferor is the Founder, the voting rights of such Shares shall continue to be exercised by the Founder;

10.1.2 in the event of the death of any Member (subject to the provisions of Article 12 in respect of Employee Members) by his personal representative to trustees to be held on Family Trusts of such Member, or to a Family Member of such Member; or

10.1.3 by any Member, being a company, to a Member of the same Group as such Member, save that the transferee can only hold the Shares for so long as it is a member of the same Group as the original Member and on the transferee ceasing to be a member of that Group the transferee will transfer the Shares back to the original Member.

- 10.2 The Nominee may transfer any Shares to another party who is a venture capital trust, venture capitalist, investment trust, investment company, limited partnership, EIS fund (approved or unapproved) or such like entity (or nominee thereof) managed or advised by SBS.

- 10.3 Where Shares have been transferred to trustees under Article 10.1.1 or 10.1.2, on any change of trustees, the Relevant Shares (as defined below) may be transferred to the trustees for the time being of the trust concerned.

- 10.4 In the event that:

10.4.1 a Transferee Company holding Relevant Shares ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers under Article 10.1.3) the Relevant Shares were derived; or

10.4.2 any Relevant Shares held by trustees cease to be held on a Family Trust of the Member; or

10.4.3 any Relevant Shares held by a person who ceases to be a Family Member of the transferring Member having been a Family Member at the time the shares were transferred pursuant to Article 10.1.1,

the Member holding the Shares shall notify the Directors in writing that such an event has occurred and such Member shall be bound, if and when required in writing by the Directors to do so, to give a Transfer Notice in respect of the Relevant Shares (but without specifying a proposed Prescribed Price (so that the Prescribed Price shall be determined

pursuant to Article 11.4 and Article 11.5) and so that the right of revocation conferred by Article 11.9 shall not apply).

For this purpose the expression "the Relevant Shares" means (so far as the same remain held by the trustees of a Family Trust or by any Transferee Company or by a Family Member who ceases to be a Family Member) the Shares originally transferred to the trustees or to the relevant Family Member or to the Transferee Company and any additional Shares issued to such trustees or Transferee Company or relevant Family Member by way of a capitalisation or acquired by such trustees or Transferee Company or relevant Family Member in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred.

#### **10.5 Crowdcube Beneficial Owners and Crowdcube NomineeCo**

Notwithstanding any restrictions contained within the Articles or any shareholders' agreement that may be in place amongst the Company and any of its shareholders, in respect of Shares held by the Crowdcube Nominee, the following transfers shall be permitted without any restrictions as to price, requirement to offer on a pre-emptive basis or otherwise, and the Directors shall register such transfers to the extent necessary to give effect to them:

- 10.5.1 each Crowdcube Beneficial Owner may transfer his entire beneficial interest in the Shares held on trust for him by Crowdcube NomineeCo without restriction to any person, provided that the legal title in such Shares remains the same before and immediately after such transfer;
- 10.5.2 any transfer of a Shares to any person who is to hold the Shares as nominee for the Crowdcube Beneficial Owners in substitution for the then registered shareholder; and
- 10.5.3 where the Crowdcube Nominee is no longer able to act as nominee due to an Involuntary Transfer Event, any transfer of the Shares to the Crowdcube Beneficial Owners;

#### **10.6 Seedrs Beneficial Owners and Seedrs Nominee**

Notwithstanding any restrictions contained within the Articles or any shareholders' agreement amongst the Company and any of its shareholders, in respect of Shares held by the Seedrs Nominee, the following transfers shall be permitted without any restrictions as to price, requirement to offer on a pre-emptive basis or otherwise, and the Directors shall register such transfers to the extent necessary to give effect to them:

- 10.6.1 each Seedrs Beneficial Owner may transfer his entire beneficial interest in the Shares without restriction to any person, provided that the legal title in such Shares remains the same before and immediately after such transfer;
- 10.6.2 any transfer of the Shares to any person who is to hold the Shares as nominee for the Seedrs Beneficial Owners in substitution for the then registered shareholder; and

- 10.6.3 where the Seedrs Nominee or the Seedrs Nominated Custodian are no longer able to act as nominee or nominated custodian due to an Involuntary Transfer Event, any transfer of the Shares to the Seedrs Beneficial Owners .

## **11. PRE-EMPTION RIGHTS ON TRANSFER**

- 11.1 The right to transfer Shares or any interest therein shall, subject to and without prejudice to the provisions of Article 9 (Change of Control or Investor Consent) and Article 10 (Permitted Transfers) be subject to the following restrictions, save that such restrictions shall not apply to any transfer of Shares pursuant to Article 9.1, the acceptance of an offer made pursuant to Article 16 (Tag Along) or to the proposed sale pursuant to Article 17.1 of the Shares for the time being in issue where the Vendors (as defined in Article 17 (Drag Along)) comply with their obligations under Article 17) or in respect of Permitted Transfers.
- 11.2 Before transferring or disposing of any Shares (or any interest therein) the Proposing Transferor shall serve a notice on the Company specifying the number and class of Shares in question and the proposed price for such Shares, and the Transfer Notice shall constitute the Company his agent for the sale of those Shares at the Prescribed Price to any Member or Members. Other than in respect of compulsory transfers of Shares and where a Transfer Notice is deemed to have been served under these Articles, an Employee Member may not serve a Transfer Notice without Investor Consent (such consent shall not be unreasonably withheld or delayed in respect of any proposed transfer by an Employee Member to a person or category of persons described in Article 10.1). Except as provided in this Article, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors (subject to Investor Consent).
- 11.3 A Transfer Notice may comprise Shares of more than one class and shall, if the Proposing Transferor has received any offer to purchase Shares (whether or not an offer capable of becoming legally binding upon acceptance) within the period of three months prior to service of the Transfer Notice, give the name of the offeror, the number and class of Shares concerned and the price offered in respect of each such Share. A Transfer Notice may not be given by an Excluded Person unless required by the Directors under Article 10.4 or Article 17. The Proposing Transferor must provide reasonable evidence of the third party offer to purchase such Shares if requested by the Company.
- 11.4 The Directors will endeavour to agree the Prescribed Price with the Proposing Transferor. If the Directors fail to agree the Prescribed Price with the Proposing Transferor within 14 days of receipt of the Transfer Notice by the Company or, as applicable, a Transfer Notice having been deemed to have been served, the Directors shall request the Auditors (or if they are unable or decline to act, an independent firm of chartered accountants appointed by the Directors or, in the event of disagreement appointed on the application of the Proposing Transferor or by the Directors by the President of the Institute of Chartered Accountants in England and Wales and the provisions relating to Auditors in this Article 11 shall apply to such independent firm of chartered accountants (acting as experts and not as arbitrators)) to certify the Prescribed Price.
- 11.5 The Auditors shall (acting as experts and not arbitrators) within 14 days of such a request certify to the Company the Prescribed Price, being the value of each Sale Share (or, where appropriate of each Sale Share of each class) calculated on the following basis:
- 11.5.1 by determining the sum which a willing purchaser would offer to a willing vendor

for all the issued Shares;

- 11.5.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - 11.5.3 that the Sale Shares are capable of being transferred without restriction;
  - 11.5.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued Shares which they represent;
  - 11.5.5 reflect any other factors which the Auditors reasonably believe should be taken into account provided that such factors shall not override the above assumption and bases; and
  - 11.5.6 by distributing the resultant figure between the holders of Shares by applying the provisions of Article 4.2 as if that sum were the proceeds of a Sale.
- 11.6 The Auditors' certificate as to the Prescribed Price shall be final and binding, save in the event of manifest error.
- 11.7 Within 21 days following receipt of the Transfer Notice or (where relevant) the date on which the Transfer Notice is deemed to have been given or where the Prescribed Price is certified by the Auditors the date of certification of the Prescribed Price the Company shall offer the Sale Shares to each Member (other than the Proposing Transferor and any Excluded Person) in accordance with the provisions of Article 11.8 for purchase at the Prescribed Price. All offers shall be made by notice in writing and state a time (being between 30 and 42 days inclusive following the date of such notice) within which the offer must be accepted or, in default, will be deemed to have been declined ("**Acceptance Period**"). A copy of such offer shall at the same time be sent by the Company to the Proposing Transferor.
- 11.8 The Sale Shares shall be offered on the following basis:
- 11.8.1 any Member to whom the Sale Shares are offered may accept all or some only of the Sale Shares offered to him, and shall be invited to indicate whether, if he accepts all such Sale Shares, he wishes to purchase any Sale Shares which other Members decline to accept ("**Excess Shares**") and, if so, the maximum number of Excess Shares which he wishes to purchase;
  - 11.8.2 any Excess Shares shall be allocated between the Members who have indicated that they wish to purchase Excess Shares pro rata to the proportion of the total number of Shares held by those Members but so that no Member shall be required or entitled to receive more than the maximum number indicated by him pursuant to Article 11.8.1;
  - 11.8.3 subject to the provisions of Article 11.7, the Purchasers shall be bound to purchase the Sale Shares properly allocated to them at the Prescribed Price in accordance with the provisions of this Article 11.
- 11.9 Not later than 7 days following the expiration of the Acceptance Period the Company shall give written notice to the Proposing Transferor stating:
- 11.9.1 if it is the case, that no Member has sought to purchase any of the Sale Shares; or,

otherwise

11.9.2 the number of Sale Shares which Members have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by him.

11.10 If within the Acceptance Period, Purchasers have been found for only some of the Sale Shares or if no Purchaser has been found for any of the Sale Shares, the Proposing Transferor may within 7 days of service on him of notice under this Article revoke his Transfer Notice by written notice to the Company. For the avoidance of doubt, this Article 11.9 shall not apply to any Transfer Notice which is deemed to be given pursuant to these Articles.

11.11 If the Proposing Transferor is given notice under Article 11.9 (and subject to his not revoking his Transfer Notice in accordance with Article 11.10) he shall be bound on payment of the Prescribed Price to transfer the Sale Shares in question to the respective Purchasers. The sales and purchases shall be completed at the registered office of the Company during normal business hours on the first Business Day after the expiry of 14 days following the date of service of notice by the Company under Article 11.9.

11.12 If a Proposing Transferor fails to transfer any Sale Shares to a Purchaser after becoming bound to do so, the Directors may authorise any person to execute on behalf of and as attorney for the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the relevant Sale Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser and the Company shall thereafter hold the purchase money on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the Register of Members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.

11.13 If the Company fails before the end of the Acceptance Period to find a Purchaser or Purchasers for any of the Sale Shares, the Proposing Transferor may (subject to Articles 8 and 11.15) sell all or any of the Sale Shares to any third party/parties.

11.14 If before the end of the Acceptance Period the Company finds a Purchaser or Purchasers for some (but not all) of the Sale Shares and serves notice accordingly under Article 11.9 the Proposing Transferor may (subject to Articles 8 and 11.15) sell all or any of the Sale Shares for which no Purchaser has been found to any third party/parties unless he revokes his Transfer Notice pursuant to Article 11.9 in which case he may sell all (but not some only) of the Sale Shares to any third party/parties.

11.15 The right of the Proposing Transferor to sell Sale Shares pursuant to Article 11.13 or Article 11.14 shall be subject to the following restrictions:

11.15.1 Sale Shares may not be sold after the expiry of three months after the date on which notice is given by the Company under Article 11.9 (or twelve months where the Transfer Notice is deemed to have been given in accordance with Article 12 or Article 14);

11.15.2 Sale Shares must be sold on a bona fide sale at a price not less than the Prescribed Price and without any deduction, rebate or allowance whatsoever to the Purchaser;

11.15.3 the provisions of Article 16 (if applicable); and

- 11.15.4 no Shares may be transferred, or disposed of, pursuant to this Article 11.15 by any person who is an Excluded Person unless the Directors resolve to approve such transfer or disposal.
- 11.16 The costs of the Auditors shall be borne as directed by the Board, including an Investor Director.
- 11.17 The restrictions imposed by this Article 11 may be waived in relation to any proposed transfer of Shares with the consent of all Members who, but for such waiver, would or might have been entitled to have such shares offered to them in accordance with Article 11.8.1 or 11.8.2 (as the context shall require). The restrictions imposed by this Article 11 may not be disapplied by special resolution.
- 11.18 For the purposes of Article 11.15.2 and calculating whether or not a price to be paid for the Sale Shares is more or less than the Prescribed Price, then the cash value of any non-cash consideration shall be that agreed between the Proposing Transferor and the Company, or if the Proposing Transferor and the Company fail to agree such cash value within 15 Business Days following the earlier of any request by the Proposing Transferor to so value any non-cash consideration and the submission to the Company of the relevant stock transfer form(s) relating to a transfer of the Sale Shares for non-cash consideration, the cash value shall be the amount certified as such as at the date of the earlier of the request for valuation and the purported transfer of the Sale Shares at the request of the Directors, by the Auditors (acting as experts and not arbitrators). Their certificate shall be final and binding.
- 11.19 The Nominee shall be entitled to offer any right (in whole or in part) under this Article 11 to subscribe for or acquire Shares to any venture capital trust, venture capitalist, investment trust, investment company, limited partnership, EIS fund (approved or unapproved) or other such like entity (or nominee) advised or managed by the same investment adviser/manager to the Nominee.
- 11.20 The Seedrs Nominee shall be entitled to offer any right (in whole or in part) under this Article 5 to subscribe for Shares to any person subscribing for such Shares through the Seedrs Nominee as a beneficial owner of such Shares.
12. **MANDATORY TRANSFERS**
- 12.1 A person entitled to a Share in consequence of the bankruptcy, receivership or liquidation of a Member shall be bound if required in writing to do so by the Directors or Investor Consent to give a Transfer Notice in respect of all the Shares then registered in the name of the Member in bankruptcy, receivership, or liquidation, within 2 weeks of receipt of the relevant request.
- 12.2 The Directors shall be entitled to give a Transfer Notice in respect of all the Shares then registered in the name of the Member in bankruptcy, receivership or liquidation.
- 12.3 If a Transfer Notice is deemed to have been given pursuant to Article 12.1 or 13 (as the context shall require) the Sale Shares shall be offered in accordance with the provisions of Article 11.7 and Article 11.8 and in such circumstances the Sale Shares shall be transferred at the Prescribed Price.
13. **DEPARTING EMPLOYEE MEMBERS**

- 13.1 If an Employee Member ceases to be an Employee Member then he (and, any person to whom he has directly or indirectly transferred Shares pursuant to Article 10.1 as at the Relevant Date) shall have the right, but not the obligation, to serve a Transfer Notice at the Relevant Date in respect of his Shares to be purchased by the Company (insofar as the Company is lawfully able to do so and with Investor Consent), subject to Article 13.2.
- 13.2 The percentage of Shares detailed in any Transfer Notice served in accordance with Article 13.1 may be altered with approval of the majority of the Board (which shall include the Investor Director and shall not include any Employee Member who is a Director and the subject of the Transfer Notice).
- 13.3 The Prescribed Price for Sale Shares under Article 13 shall be equal to the price per share of the pre-money valuation of the Company's most recent equity financing round.
- 13.4 If the Employee Member who is deemed to have given the Transfer Notice fails to complete the sale of the Shares in question, the Directors may authorise any person to execute on behalf of and as attorney for the Employee Member who is deemed to have given the Transfer Notice a stock transfer form and, in the absence of the relative share certificate, any indemnity in respect thereof requested by the Directors and may deliver it or them on his behalf. The Company shall send a cheque or electronic funds transfer in respect of the Prescribed Price to the Employee Member who is deemed to have given the Transfer Notice at his registered address and after appropriate entries have been made in the Register of Members in purported exercise of this power, the validity of the proceedings shall not be questioned by any person.
- 13.5 If a former Employee Member (or his personal representatives) acquires Shares pursuant to an Employee Option he shall be deemed to have given a Transfer Notice pursuant to the provisions of Article 12.3 at the acquisition date of the Shares (or such later date as the Board determines in writing subject to Investor Consent).

**14. EVIDENCE OF COMPLIANCE**

In any case where the Directors require a Transfer Notice to be given and it is not duly given within a period of two weeks of notice being given requiring the Transfer Notice to be given, a Transfer Notice in respect of the Shares in question shall be deemed to have been given at the expiration of that period. Any Transfer Notice deemed to have been given or required to be given under any provision of these Articles shall not be capable of revocation and (notwithstanding any of the provisions of these Articles) shall extend not just to the Shares registered in the name of the Member concerned but to any person to whom he has directly or indirectly transferred Shares pursuant to Article 10.1.

**15. EVIDENCE OF AUTHORISATION**

For the purpose of ensuring that a transfer of Shares is duly authorised under these Articles or that no circumstances have arisen requiring a Transfer Notice to be given, the Directors may require any Member or the personal representatives or trustee in bankruptcy, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the Directors reasonably think fit regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned. If the information

discloses (in the reasonable opinion of the Directors) that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned.

**16. TAG ALONG**

**16.1** Notwithstanding the provisions of Article 10 no sale or transfer of the legal or beneficial interest in any Shares ("**the Relevant Transaction**") (other than one made pursuant to Article 9.1.2) may be made or validly registered if as a result of such sale or transfer a Relevant Interest is obtained by a person (or persons acting in concert) where such person(s) did not have a Relevant Interest immediately prior to the Relevant Transaction, unless the Proposing Transferor:

**16.1.1** shall have procured a written offer complying with the provisions of Article 16.4 to have been made by the proposed transferee (or any person or persons acting in concert with it) ("**the Proposing Transferee**") to the holders of all the other issued Shares to acquire their entire holding of Shares (the "**Eligible Shareholders**"); and

**16.1.2** shall have served a notice on the Eligible Shareholders in respect of such proposed offer (the "**Tag Notice**").

**16.2** The Tag Notice will specify:

**16.2.1** that Eligible Shareholders are entitled to transfer all of their shareholdings to the Proposing Transferee;

**16.2.2** the terms of sale to which the Eligible Shareholders are required to adhere and enclose copies of the tag along documents (if any) relating to the sale;

**16.2.3** the identity of the proposed purchaser;

**16.2.4** the Specified Price and/or type of consideration being offered (including non-cash consideration) for each class of Shares held by the Eligible Shareholders; and

**16.2.5** the proposed place, date and time of completion.

**16.3** For the purpose of this Article 16:

**16.3.1** the expression a "**Relevant Interest**" shall mean an interest in more than 50% of the Shares in issue for the time being;

**16.3.2** the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncement under any such letter of allotment; and

**16.3.3** the expression "acting in concert" shall bear the meaning ascribed to it in the City Code on Take-overs and Mergers (as amended from time to time).

**16.4** The offer referred to in Article 16.1 above shall be on terms that:

**16.4.1** it will be open for acceptance for a period of at least 28 days following the making of the offer;



- 16.4.2 each Member to whom it is made shall be entitled to receive for each of the Shares held by him a sum per Share equal to the Specified Price (or otherwise on the same terms for non-cash consideration where relevant);
  - 16.4.3 the purchase of any Shares in respect of which such offer is accepted shall be completed at the same time as the Relevant Transaction;
  - 16.4.4 and otherwise on the same terms for all members (and for this purpose any offer which provides for any warranties or indemnities (other than warranties as to title and capacity) or restrictive covenants from some, but not all, Members shall be deemed to comply with this Article 16.4);
- 16.5 The expression "**the Specified Price**" shall mean:
- 16.5.1 a price per Share which shall be determined by valuing the entire issued share capital of the Company ("**the Sale Value**") by reference to the aggregate of:
    - 16.5.2 the amount offered or paid or payable by the proposed transferee or transferees or his or their nominees respectively for each of the Shares comprised in the Relevant Interest to the holder or holders thereof or, if higher, the highest amount paid or payable for an Ordinary Share in any related or previous transaction within the 12 months preceding the offer by the same purchaser or any person acting in concert with the Proposing Transferee; and
    - 16.5.3 an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holder or holders of the Shares comprised in the Relevant Interest which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Relevant Interest (and, for the avoidance of doubt and without prejudice to the generality of the foregoing, any additional consideration which is linked to future profits, turnover or some other measure of the future performance of the Company shall be regarded as consideration which is an addition to the price paid or payable for the Relevant Interest); and
    - 16.5.4 the Specified Price which each Member shall be entitled to receive in respect of each Share held by him shall then be determined by applying the provisions of Article 4.2 as if the Sale Value were the proceeds of a Sale.
- 16.6 Any disagreement as to the calculation of the Specified Price which each Member is entitled to receive in respect of each Share held by him for the purposes of this Article shall be referred to the Auditors or if a Member objects or they are unable to act or decline to act, an independent firm of chartered accountants appointed by the Directors, or in the event of disagreement, appointed on the application of the Proposing Transferor or the Directors by the President of the Institute of Chartered Accountants in England and Wales and the provisions relating to the Auditors in this Article 16 shall apply to such independent firm of chartered accountants (acting as experts and not arbitrators) whose decision shall be final and binding (in the absence of manifest error) and the costs of the Auditors shall be borne by the Company.
17. **DRAG ALONG**
- 17.1 If at any time one or more Members holding between them 75% or more of the Shares for the time being in issue, with Investor Consent, propose to sell the legal or beneficial

interest in their entire holdings of Shares (together the **"Vendors"**) on arm's length terms, to a person with whom none of them is Connected or one or more such persons acting in concert (the **"Offeror"**) then, subject to having obtained prior Investor Consent, the Vendors shall have the right to require the holders of all other issued Shares in the Company (the **"Called Shareholders"**) to sell and transfer their entire holdings of Shares (for the same consideration as the Vendors whether this be cash or non-cash consideration) to the Offeror (or as the Offeror shall direct) in accordance with this Article 17.1 (the **"Drag Along Right"**) at a price (the **"Drag Along Price"**) to be determined on the basis set out in Article 16.5 and otherwise on the terms specified in Article 16 (as if the Vendors' proposed sale was a Relevant Transaction).

- 17.2 The Drag Along Right may be exercised by the Vendors serving written notice to that effect (a **"Drag Along Notice"**) on the Called Shareholders at any time before the transfer of the Vendors' Shares to the Offeror.
- 17.3 A Drag Along Notice shall specify that the Called Shareholders are, or will in accordance with this Article 17 be, required to sell and transfer their Shares to the Offeror on or about the date specified in the Drag Along Notice (which shall be not less than 7 days after the date of the Drag Along Notice or (if no such date is specified in the Drag Along Notice) on or about such date as the Vendors may subsequently specify by notice in writing to the Called Shareholders (which shall be not less than 7 days after the date of the Drag Along Notice).
- 17.4 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Vendors do not transfer their entire holdings of Shares to the Offeror or the Offeror's nominee not later than the date specified as the date for completion of the sale and purchase of Shares pursuant to exercise of the Drag Along Right.
- 17.5 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice), each Called Shareholder shall deliver:
- 17.5.1 duly executed stock transfer form(s) for its Shares in favour of the Offeror;
- 17.5.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
- 17.5.3 duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the **"Drag Documents"**).
- 17.6 Upon any person, following the giving of a Drag Along Notice, becoming a Member pursuant to the exercise of a pre-existing option to subscribe for or otherwise acquire Shares in the Company (a **"New Member"**), a Drag Along Notice shall be deemed to have been given to the New Member forthwith on the same terms as the previous Drag Along Notice and the New Member shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such Shares shall take place forthwith upon the Drag Along Notice being deemed to have been given to the New Member.

- 17.7 If the Vendors exercise the Drag Along Right, it shall not be necessary for them first to have given Transfer Notices pursuant to Article 11.

**18. DIRECTORS' POWERS AND RESPONSIBILITIES**

- 18.1 The Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company in accordance with these Articles.

**19. DECISION-MAKING BY DIRECTORS**

- 19.1 At any Board meeting each Director (or his alternate director) present at the meeting shall be entitled to one vote save that where two Investor Directors are appointed and there is only one Investor Director present at a Board meeting, that Investor Director shall have two votes.

- 19.2 In the case of an equality of votes at any Board meeting the chairman of such meeting shall not be entitled to a second or casting vote.

- 19.3 The general rule about decision-making by directors is that any decision at Board meetings must be either a majority decision or be a unanimous decision taken in accordance with article 19.4.

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

- 19.5 If the Company only has one director, and no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

**20. CALLING DIRECTORS' MEETINGS**

- 20.1 Any director may call a Board meeting by giving notice to the Directors or by authorising the secretary of the Company (if any) to give such notice.

- 20.2 Notice of every Board meeting shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom or an e-mail address or a facsimile number outside the United Kingdom for service.

- 20.3 Notice of any Board meeting must indicate its proposed date and time; where it is to take place; and if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 20.4 Notice of a Directors' meeting must be given to every Director at least 10 Business Days in advance of a proposed meeting and with the meeting agenda and accompanying papers

to be circulated not less than 3 Business Days prior to such meeting, save that the Directors who together form a quorum for any meeting may unanimously agree to hold a meeting at short notice.

- 20.5 No Board meeting shall be invalid because notice thereof or of any business to be transacted at that meeting was not given to any alternate director if his appointer attends such meeting.
- 20.6 The quorum necessary for the transaction of business of the Directors shall be three, at least one of whom shall be the Investor Director if at the time of the meeting an Investor Director is appointed.
- 20.7 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 20.8 Any Director including an alternate Director may participate in a Board meeting or a committee of the Directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the CA 2006, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 20.9 The Directors may by majority vote appoint a director to chair Board meetings and the person so appointed for the time being is known as the chairman.
- 20.10 The Directors may terminate the chairman's appointment at any time.
- 20.11 If the chairman is not participating in a Board meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.
- 20.12 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 20.13 Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## **21. APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 21.1 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director (but not to fill the vacancy of any of the Investor Directors).
- 21.2 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors.
- 21.3 The Directors shall not be required to retire by rotation.

- 21.4 The number of Directors shall not be less than five, and where the number of Directors is below five, a new Director shall be appointed as soon as reasonably practicable.
- 21.5 A person ceases to be a director as soon as:
- 21.5.1 that person ceases to be a director by virtue of any provision of the CA 2006 or is prohibited from being a director by law;
  - 21.5.2 a bankruptcy order is made against that person;
  - 21.5.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 21.5.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
  - 21.5.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

## 22. **INVESTOR DIRECTOR**

- 22.1 Notwithstanding any other provisions of these Articles, for so long as the Nominee holds Shares, the Company must appoint two persons nominated by SBS in writing as a director ("**Investor Director**") and/or as an observer ("**Observer**"), being nominated by SBS in writing. Any appointment or removal of an Investor Director or an Observer shall be by notice in writing to the Company, signed by SBS, which will take effect on delivery at the registered office of the Company or at any Board meeting.
- 22.2 Notwithstanding any other provision of these Articles, for so long as Gareth Eagles (directly or indirectly) holds Shares, the Company must appoint one person nominated by Gareth Eagles in writing as a director (the "**Minority Director**"). Any appointment or removal of a Minority Director shall be by notice in writing to the Company, signed by Gareth Eagles, which will take effect on delivery at the registered office of the Company or at any Board meeting. The right in this Article 22.2 shall apply until the Company has an equity fundraise, as one transaction or a series of transactions (not including (a) the Optional Investment, (b) the issuance of Shares pursuant to the exercise of securities, (c) the issuance of Shares to Seedrs in connection with their delayed pre-emption rights within the 90 day period following the adoption of these Articles, and (d) the exercise of any options enjoyed by any party), and Gareth Eagles has the right but chooses not to exercise his full pre-emption rights in connection with such fundraise, at which point such right shall fall away.
- 22.3 For so long as Gareth Eagles (directly or indirectly) is the holder of any Share or Shares, the Company must appoint him as an Observer, until he serves written notice on the Company that he will resign as Observer.
- 22.4 For so long as the Founder (directly or indirectly) is the holder of any Share of Shares, the Company must appoint two persons nominated by the Founder in writing as a Director. Any appointment or removal of such a Director shall be by notice in writing to the Company, signed by the Founder, which will take effect on delivery at the registered office

of the Company or at any Board meeting.

22.5 An Observer appointed pursuant to Article 22.1 shall be entitled to attend and speak at meetings of the Board and receive the same information concerning the business and affairs of the Company as the Directors, and at the same time, but shall not be entitled to vote at meetings of the board of the Board and shall not be counted towards the quorum.

22.6 For so long as the Nominee holds Shares, on any resolution to remove an Investor Director the Shares held by the Nominee shall together carry at least one vote in excess of 75% of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed and if any such director is removed pursuant to Section 168 of the CA 2006, the Company must reappoint him or any other person as the Investor Director, being nominated by SBS in writing.

### **23. DIRECTORS' CONFLICTS OF INTERESTS**

23.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is in any way directly or indirectly interested, that Director shall be counted as participating in the decision making process for quorum and voting purposes provided that the relevant interest either: has been duly declared in accordance with section 177 or section 182 CA 2006, as the case may require, or is not required by the terms of either of those sections to be declared.

23.3 The Directors are hereby empowered for the purposes of section 175 of the CA 2006 to resolve that there is a Conflict Situation, subject to which the Director(s) who is/are conflicted shall not be entitled to vote on the matter which has given rise to a Conflict Situation.

23.4 For the purposes of sections 175 and 180(4) of the CA 2006 and for all other purposes, it is acknowledged that an Investor Director, may be or become subject to a Conflict Situation or Conflict Situations as a result of his also being or having been or being party to an agreement or understanding or circumstances under which he may become an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or a director or indirect investor in and/or otherwise commercially involved with or economically interested in any of the following:

23.4.1 an Investor; and/or

23.4.2 any Investor affiliate, which for these purposes means any person who or which, as regards any Investor or any other Investor affiliate of that Investor:

23.4.3 a company or entity which is a member of the Investor Group; and/or

23.4.4 is an investment manager or investment adviser to or of it and/or another Investor affiliate; and/or

23.4.5 is a Person in which the Investor and/or any Investor affiliated may have or acquire a direct or indirect economic interest, including without limitation any portfolio company investee; and/or

23.4.6 controls or is controlled, managed, advised (in an investment adviser capacity) or promoted by the Investor and/or such Investor affiliate; and/or

23.4.7 a trustee, manager, beneficiary, shareholder, partner, unit holder or other

financier or any participant in or of it and/or that Investor affiliate, and/or

23.4.8 any carried interest or similar incentive arrangement associated with any Person or arrangement referred to in paragraph 23.4.1 or 23.4.2 of this Article,

23.4.9 where for these purposes "Person" shall mean any individual, body corporate, fund, trust, partnership or other entity whether or not having separate legal status.

23.4.10 An Investor Director's, duties to the Company arising from his holding office as director shall not be breached or infringed as a result of any Conflict Situation envisaged by Article 23.4 and he shall be entitled to:

(a) receive notice (including any relevant board papers) of, attend, count in the quorum towards and vote at a Board meeting relating in any way to, and deal generally with, matters concerning, connected with or arising from the Conflict Situation concerned; and

(b) keep confidential and not disclose to the Company any information which comes into his possession as a result of such Conflict Situation where such information is confidential as regards any third party.

#### **24. DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at Board meetings or committees of Directors, general meetings, or separate meetings of Members holding any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

#### **25. DIRECTORS' BORROWING POWERS**

25.1 Subject as hereinafter provided, the Directors may (with Investor Consent) exercise all the powers of the Company (whether express or implied) of borrowing or securing the payment of money, of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and of mortgaging or charging the undertaking, property, assets and uncalled capital of the Company and (subject to Section 551 of the CA 2006) of issuing debentures.

25.2 Subject to Investor Consent, no mortgage or charge shall be created on any part of the undertaking, property, assets or uncalled capital of the Company or any subsidiary of the Company except for the purpose of securing money borrowed from bankers together with interest thereon and costs and expenses relating thereto.

#### **26. DIVIDENDS AND OTHER DISTRIBUTIONS**

26.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

26.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

26.3 No dividend may be declared or paid unless it is in accordance with Members' respective rights.

- 26.4 Unless the Members' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each Member's holding of Shares on the date of the resolution or decision to declare or pay it.
- 26.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 26.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 26.7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.
- 26.8 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- 26.8.1 transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- 26.8.2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- 26.8.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide; or
- 26.8.4 any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.
- 26.9 In these Articles, **"the Distribution Recipient"** means, in respect of a share in respect of which a dividend or other sum is payable the holder of the share; or if the share has two or more joint holders, whichever of them is named first in the register of members; or if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree.
- 26.10 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by the terms on which the share was issued, or the provisions of another agreement between the holder of that share and the Company.
- 26.11 All dividends or other sums which are payable in respect of Shares, and unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
- 26.12 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it. If twelve years have passed from the date on which a dividend or other sum became due for payment, and the Distribution Recipient has not claimed it the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.



- 26.13 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).
- 26.14 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution fixing the value of any assets; paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and vesting any assets in trustees.
- 26.15 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if the share has more than one holder, or more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.
- 26.16 Subject to the articles, the Directors may, if they are so authorised by an ordinary resolution:
- 26.16.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- 26.16.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- 26.16.3 Capitalised sums must be applied on behalf of the persons entitled, and in the same proportions as a dividend would have been distributed to them.
- 26.17 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 26.18 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 26.19 The Directors may apply capitalised sums in accordance with Articles 26.17 and 26.18 partly in one way and partly in another; make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.
27. **PROCEEDINGS AT GENERAL MEETINGS**
- 27.1 In order to be admitted to a general meeting and form part of the quorum, every Member

must present at the point of entry original or certified copies of:

27.1.1 a current proof of identity; and

27.1.2 a proof of address document dated within the last three months or current driving licence in order to be admitted and form part of the quorum.

- 27.2 No business shall be transacted at any general meeting unless a quorum of Members is present. Members holding 50% or more of the Shares present in person, by proxy or by duly authorised representative (if a corporation) and a proxy or duly appointed representative of a SBS Investor (so long as it holds Shares) shall be the quorum at any general meeting.
- 27.3 If a quorum is not present within half an hour from the time appointed for a general meeting or ceases to be present the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine.
- 27.4 If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall form a quorum.
- 27.5 In the case of any equality of votes at a general meeting, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a second or casting vote.
- 27.6 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 27.7 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 27.8 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 27.9 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 27.10 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 27.11 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 27.12 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Directors present, or (if no Directors are present), the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting. The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

- 27.13 Directors may attend and speak at general meetings, whether or not they are Members.
- 27.14 The chairman of the meeting may permit other persons who are not Members, or otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting.
- 27.15 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 27.16 Any such objection must be referred to the chairman of the meeting, whose decision is final.
- 27.17 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote, or at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 27.18 A poll may be demanded by the chairman of the meeting; the Directors; two or more persons having the right to vote on the resolution; or a person or persons representing not less than one tenth of the total voting rights of all Members having the right to vote on the resolution.
- 27.19 A demand for a poll may be withdrawn if the poll has not yet been taken, and the chairman of the meeting consents to the withdrawal.
- 27.20 Proxies may only validly be appointed by a notice in writing (a **"Proxy Notice"**) which states the name and address of the Member appointing the proxy; identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed; is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 27.21 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 27.22 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 27.23 Unless a Proxy Notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 27.24 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 27.25 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

- 27.26 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 27.27 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 27.28 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 27.28.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- 27.28.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 27.29 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 27.30 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.
- 28. TRANSMISSION OF SHARES**
- 28.1 If title to a share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that share.
- 28.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person, and subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had. But Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares.
- 28.3 Transmitttees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 28.4 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.
- 28.5 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 28.6 If a notice is given to a Member in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Member before the

Transmittee's name has been entered in the register of members.

**29. ADMINISTRATIVE ARRANGEMENTS**

- 29.1 The Company must issue each Member, free of charge, with one or more certificates in respect of the Shares which that Member holds.
- 29.2 Every certificate must specify in respect of how many Shares, of what class, it is issued; the nominal value of those Shares; whether or not the Shares are fully paid; and any distinguishing numbers assigned to them. No certificate may be issued in respect of Shares of more than one class.
- 29.3 If more than one person holds a share, only one certificate may be issued in respect of it.
- 29.4 Certificates must have affixed to them the Company's common seal or be otherwise executed in accordance with the CA 2006.
- 29.5 If a certificate issued in respect of a Member's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Member is entitled to be issued with a replacement certificate in respect of the same Shares.
- 29.6 A Member exercising the right to be issued with such a replacement certificate may at the same time exercise the right to be issued with a single certificate or separate certificates; must return the certificate which is to be replaced to the Company if it is damaged or defaced; and must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.
- 29.7 Anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the CA 2006 provides for documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by or to the Company.
- 29.8 Any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 29.9 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 29.10 Any common seal may only be used by the authority of the Directors. The Directors may decide by what means and in what form any common seal is to be used.
- 29.11 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

**30. INDEMNITY**

- 30.1 Subject to the provisions of the CA 2006 every Director (including an alternate Director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability

incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court, and no Director (including an alternate Director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto.

- 30.2 The Directors shall have the power to purchase and maintain for any Director (including an alternate Director), officer or auditor of the Company, insurance against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director (including as an alternate Director), officer or auditor.
- 30.3 The Directors shall authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in Article 30.2.