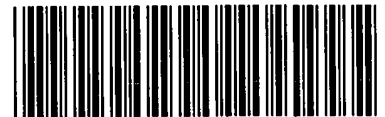


**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF
NEW VECTOR LIMITED**

SATURDAY



ABD825I8

A24

24/09/2022

#139

COMPANIES HOUSE

INDEX

No	Clause	Page
1.	Introduction	3
2.	Definitions	3
3.	Share Capital	14
4.	Dividends	15
5.	Liquidation preference	15
6.	Exit provisions	16
7.	Votes in general meeting and written resolutions	17
8.	Consolidation of Shares	17
9.	Conversion of Series B Shares, Class A Shares and Preferred Shares	18
10.	Anti-dilution protection	20
11.	Deferred Shares	22
12.	Variation of rights	22
13.	Allotment of new Shares or other securities: pre-emption	22
14.	Transfers of Shares – general	24
15.	Permitted transfers	26
16.	Transfers of Shares subject to pre-emption rights	27
17.	Valuation of Shares	30
18.	Compulsory transfers – general	31
19.	Departing employees	32
20.	Tag Along	33
21.	Drag-Along	34
22.	General meetings	36
23.	Proxies	37
24.	Directors' borrowing powers	37
25.	Alternate Directors	37
26.	Number of Directors	39
27.	Appointment of Directors	39
28.	Disqualification of Directors	39

29.	Proceedings of Directors	40
30.	Directors' interests	41
31.	Notices	44
32.	Indemnities and insurance	46
33.	Data protection	47
34.	Secretary	48
35.	Authority to capitalise and appropriation of capitalised sums	48
36.	Purchase of own Shares	48
37.	Treasury Shares	49

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

NEW VECTOR LIMITED

(adopted by a special resolution on 14 September 2022)

1. Introduction

- 1.1. The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the '**Model Articles**') shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2. In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3. In these Articles:
 - 1.3.1. article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - 1.3.2. words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - 1.3.3. Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
 - 1.3.4. reference to '**Issued Shares**' of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
 - 1.3.5. reference to the '**holders**' of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.
- 1.4. In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of an Investor Director under these Articles, if at any time an Investor Director has not been appointed or an Investor Director declares in writing to the Company and the Investors that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require that consent to be given by the holders of Shares that are entitled to appoint or remove such Investor Director.
- 1.5. Where there is reference to Preferred Shares and/or Series A Shares and/or Series A-1 Shares and/or Series B Shares under these Articles, this reference shall be treated, where appropriate in the context, on an as converted basis if the Conversion Ratio has been adjusted.

2. Definitions

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

Act	means the Companies Act 2006 (as amended from time to time);
Acting in Concert	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);
Active	means, (i) in respect of a Founder, where such Founder is employed by the Company, or any member of the Group or otherwise provides consultancy services to the Company, or any member of the Group, either in each case on a full time basis, or pursuant to such engagement terms as are approved by an Investor Majority, and (ii) in respect of an Employee (other than a Founder), where such an Employee is employed by the Company, or any member of the Group or provides consultancy services to the Company, or any member of the Group, respectively, either in each case on a full time basis, or pursuant to such engagement terms as approved between the parties;
Amdocs	means Amdocs (UK) Limited, a private company incorporated under the laws of England and Wales (or, following the transfer of all of its Shares to its Permitted Transferee in accordance with these Articles, such Permitted Transferee);
Amdocs Ordinary Shares	means Ordinary Shares from time to time held by Amdocs;
Anti-Dilution Shares	shall have the meaning given in Article 10.1 ;
Arrears	means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient Available Profits to pay such dividend or sums, together with all interest and other amounts payable on that Share;
Asset Sale	means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);
Associate	<p>in relation to any person means:</p> <p>(a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined);</p> <p>(b) any Member of the same Group; and</p> <p>(c) any Member of the same Fund Group;</p>
Auditors	means the auditors of the Company from time to time;

Automatic	means Automatic Inc. (company number: 3946446) with registered office at 60 29th St. #343, San Francisco, CA, USA (or, following the transfer of all of its Shares to its Permitted Transferee in accordance with these Articles, such Permitted Transferee);
Available Profits	means profits available for distribution within the meaning of part 23 of the Act;
Bad Leaver	<p>means an Employee who ceases to be Active at any time during the Relevant Period as a consequence of:</p> <p>(a) that Employee's dismissal for cause, where 'cause' shall mean:</p> <ul style="list-style-type: none"> (i) the lawful termination of that Employee's contract of employment or consultancy (including, for the avoidance of doubt, Employer of Record) without notice or payment in lieu of notice as a consequence of that Employee's misconduct or as otherwise permitted pursuant to the terms of that person's contract of employment or consultancy (including, for the avoidance of doubt, Employer of Record); and/or (ii) that Employee's fair dismissal pursuant to section 98(2)(b) (conduct) of the Employment Rights Act 1996; (iii) material breach by that Employee of its employment or consultancy agreement (including, for the avoidance of doubt, Employer of Record) which has a material effect on the Company where such breach is not remedied to the reasonable satisfaction of, (i) in the event of a Founder, the Board (excluding the relevant Founder), or (ii) in the event of an Employee (other than a Founder), the Company's senior management, both, within 30 days of written notice thereof; or <p>(b) that Employee is lawfully dismissed and, following such dismissal, such Employee breaches the terms of their employment or consultancy agreement (including, for the avoidance of doubt, Employer of Record) which apply following the termination of their employment or engagement and which has a material effect on the Company where such breach is not remedied to the reasonable satisfaction of, (i) in the event of a Founder, the Board (excluding the relevant Founder), or (ii) in the event of an Employee (other than a Founder), the Company's senior management, both, within 30 days of written notice thereof.</p>

Board	means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;
Bonus Issue or Reorganisation	means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the Series B Shareholders and/or Class A Shareholders) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than Class A Shares or series B Shares) or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 13.6 ;
Business Day	means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);
Civil Partner	means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;
Class A Shares	means the Series A Shares and the Series A-1 Shares, or any of them;
Class A Shareholders	means the holders of the Class A Shares (but excludes the Company holding Treasury Shares);
Company	means New Vector Limited (company number 10873661);
Conditions	has the meaning given in Article 9.1 ;
Controlling Interest	means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010;
Conversion Date	has the meanings given in Article 9.1 ;
Conversion Ratio	has the meaning given in Article 9.4 ;
CTA 2010	means the Corporation Tax Act 2010;
Date of Adoption	means the date on which these Articles were adopted (as stated at the beginning of them);
Dawn Capital	means together Dawn Capital III LP (registered no: LP019320): (acting by its general partner Dawn Capital III GP LLP (registered no: OC421263) and Dawn Capital III SCSp (registered no: SCSpB223002) acting through its General Partner Dawn Capital III GPLP SCSp (registered no: SCSpB222973), represented by its Corporate General Partner, Dawn Capital III Corporate GP S.à r.l., itself represented by Ms. Jamy Melgar (or, following the transfer by either or both of them of all of their respective Shares to its Permitted Transferee in

	accordance with these Articles, such Permitted Transferee or Permitted Transferees);
Deferred Conversion Date	means the date that the Employee Shares convert into Deferred Shares pursuant to Article 19 ;
Deferred Shares	means deferred shares of £0.01 each in the capital of the Company from time to time;
Director(s)	means a director or directors of the Company from time to time;
Effective Termination Date	means the date on which the Employee's employment or consultancy terminates;
Electronic address	has the same meaning as in section 333 of the Act;
Electronic form and Electronic means	have the same meaning as in section 1168 of the Act;
Eligible Director	means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;
Employee	means an individual (including an executive director and a Founder) who is employed by or who provides consultancy services to, the Company or any member of the Group (including through any Employer of Record);
Employee Shares	<p>in relation to an Employee means all Shares held by:</p> <ul style="list-style-type: none"> (a) the Employee in question; and (b) any Permitted Transferee of that Employee other than those Shares held by those persons that an Investor Majority (in the event of a Founder) or the Board (in the event of an Employee that is not a Founder) declares itself satisfied were not acquired directly or indirectly from the Employee or by reason of that person's relationship with the Employee; <p>including any Shares acquired by the Employee in question after ceasing to be Active as a result of the exercise of options under any Share Option Plan;</p>
Employee Trust	means a trust, the terms of which are approved by the Board, whose beneficiaries are the Employees;
Equity Shares	means all Shares other than the Deferred Shares;
Exercising Investor	means any Investor who exercises its rights to acquire Anti-Dilution Shares in accordance with Article 10.1 ;
Exit	means a Share Sale, an Asset Sale or an IPO;
Expert Valuer	is as determined in accordance with Article 17.2 ;
Fair Value	is as determined in accordance with Article 17 ;

Family Trusts	means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;
FirstMinute Capital	means firstminute capital I LP (acting via its general partner firstminute capital I General Partner LLP) (or, following the transfer of all of its Shares to its Permitted Transferee in accordance with these Articles, such Permitted Transferee);
Founders	means Matthew Hodgson and Amandine Le Pape;
Fractional Holders	has the meaning given in Article 9.9 ;
Fund Manager	means a person whose principal business is to make, manage or advise upon investments in securities;
Good Leaver	means an Employee who ceases to be Active at any time during the Relevant Period who is not a Bad Leaver or, in the event of a Founder, an Intermediate Leaver, and which shall include, without limitation: (a) an Employee who ceases to be Active by reason of death or medically certified permanent incapacity, and (b) an Employee whom the Board (including, in the case of a Founder, Investor Director Consent) determines in its discretion is not a Bad Leaver or, in the event of a Founder, an Intermediate Leaver;
Group	means the Company and its Subsidiary Undertaking(s) (if any) from time to time and 'Group Company' shall be construed accordingly;
Hard copy form	has the same meaning as in section 1168 of the Act;
Holding Company	means a newly formed holding company, pursuant to which the membership, <i>pro rata</i> shareholdings and classes of shares comprised in such holding company matches that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;

Independent Director	means the director appointed pursuant to Article 27.6 ;
Initial Series B Shares	means the Series B Shares issued to Protocol Labs and Metaplanet on or around the SA Completion Date;
Intermediate Leaver	means a Founder who ceases to be Active at any time during the Relevant Period as a consequence of such Founder's resignation, except in circumstances which constitute a constructive, wrongful and/or unfair dismissal save in the case that unfair dismissal is as a result of a procedural defect (and provided always that such Founder's resignation is not in circumstances where they would, but for their resignation have been a Bad Leaver);
Investor Directors	means the Preferred A Director and the Preferred B Director;
Investor Director Consent	means the prior written consent of at least one of the Investor Directors;
Investor Majority	means the holders of at least a majority of Investor Majority Shares provided that for the purposes of calculating such majority, each Initial Series B Share shall be counted twice;
Investor Majority Consent	means the prior written consent of the Investor Majority;
Investor Majority Shares	means (i) the Preferred Investor Shares held by the Investors and (ii) the Amdocs Ordinary Shares;
Investors	means (i) Amdocs (for so long as it holds Ordinary Shares) and (ii) the holders of Preferred Shares, Class A Shares and Series B Shares from time to time and their Permitted Transferees;
IPO	means (i) the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000), or (ii) an initial business combination transaction (whether by merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination) involving the Company and a blank check company that has been formed for the purpose of effecting such a transaction or a subsidiary of such a blank check company ('SPAC'), provided that immediately following the closing of such initial business combination Shares of the Company or its ultimate parent entity is listed for trading on one of the exchanges referred to in sub-clause (i) above;
ITEPA	means the Income Tax (Earnings and Pensions) Act 2003;

Leaver's Percentage	<p>means, in relation to a Founder and for the purposes of determining the number of Employee Shares that are required (pursuant to Article 19) to be converted into Deferred Shares as a result of a Founder ceasing to be Active as an Intermediate Leaver during the Relevant Period, the percentage (rounded to the nearest two decimal places) as calculated using the formula below:</p> $100 - (1/36 \times NM \times 100)$ <p>where</p> <p><i>NM</i> = the number of full calendar months from the Previous SSA Completion Date to the Effective Termination Date such that the Leaver's Percentage shall be zero on the first day of the 37th month after the Previous SSA Completion Date and thereafter;</p> <p><i>Provided</i>, that, the Leaver's Percentage shall be zero immediately (i) prior to an Exit or (ii) in the event of a change of a Founder's role in the Company to the extent that the Founder has not consented to such role change;</p>
Lock-Up Period	means the period until September 27, 2022;
Major Investors	means Protocol Labs, Metaplanet and Automattic, and, to the extent that they hold at least 3% of the outstanding Shares, Notion, Dawn Capital, Status, Amdocs and FirstMinute Capital;
a Member of the same Fund Group	<p>means if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an 'Investment Fund') or is a nominee of that Investment Fund:</p> <ul style="list-style-type: none"> (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business); (b) any Investment Fund managed or advised by that Fund Manager; (c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; or (d) any trustee, nominee or custodian of such Investment Fund and vice versa;

Metaplanet	means Metaplanet Holdings OU (or, following the transfer of all of its Shares to its Permitted Transferee in accordance with the These Articles, such Permitted Transferee);
a Member of the same Group	means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;
NASDAQ	means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;
New Securities	means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 13.6) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption;
Notion	means Notion Capital IV LP (registered no: LP020208) acting through its general partner Notion Capital IV GP LLP (registered no: OC426666) both with the registered office address of Third Floor, 1 New Fetter Lane, London EC4A 1AN (or, following the transfer of all of its Shares to its Permitted Transferee in accordance with these Articles, such Permitted Transferee);
Offer	has the meaning set out in Article 20.2 ;
Offer Period	has the meaning set out in Article 20.3 ;
Ordinary Shares	means the ordinary shares of £0.01 each in the capital of the Company from time to time;
Original Shareholder	has the meaning set out in Article 15.1 ;
Permitted Transfer	means a transfer of Shares in accordance with Article 15 ;
Permitted Transferee	means: <ul style="list-style-type: none"> (a) in relation to a Shareholder who is an individual any of its Privileged Relations, Trustees, Qualifying Companies or any nominee of such shareholder; (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group or any nominee of such shareholder; (c) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group; and
	<ul style="list-style-type: none"> (d) in relation to an Investor: <ul style="list-style-type: none"> (i) to any Member of the same Group; (ii) to any member of the same Fund Group; (iii) or to any nominee of that Investor;

Preference Amount	<p>means:</p> <p>(a) £72.95 per share in respect of the Preferred Shares;</p> <p>(e) £122.84 per share in respect of the Series A Shares (other than those which are Anti-Dilution Shares, for which the Preference Amount means £0.01 per Series A Share);</p> <p>(f) £132.42 per share in respect of the Series A-1 Shares (other than those which are Anti-Dilution Shares, for which the Preference Amount means £0.01 per Series A-1 Share); and</p> <p>(g) £455.94 per share in respect of the Series B Shares (other than those which are Anti-Dilution Shares, for which the Preference Amount means £0.01 per Series B Share),</p> <p>in each case (i) together with a sum equal to any Arrears, and (ii) if applicable, as adjusted in accordance with Article 10.4;</p>
Preferred A Director	means the director appointed pursuant to Article 27.1;
Preferred B Director	means the director appointed pursuant to Article 27.2;
Preferred B Majority	means the holders of more than fifty percent of the Series B Shares;
Preferred Shares	means the preferred shares of £0.01 each in the capital of the Company from time to time;
Preferred Investor Shares	means the Preferred Shares, the Class A Shares and the Series B Shares from time to time;
Preferred Shareholders	means the holders from time to time of the Preferred Shares (but excludes the Company holding Treasury Shares);
Previous SSA Completion Date	means September 27, 2019;
Privileged Relation	<i>in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue);</i>
Proceeds of Sale	means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by the Board and an Investor Majority;
Proposed Purchaser	means a proposed purchaser who at the relevant time has made an offer on arm's length terms;
Proposed Sale Date	has the meaning given in Article 20.3;
Proposed Sale Notice	has the meaning given in Article 20.3;

Proposed Sale Shares	has the meaning given in Article 20.3 ;
Proposed Seller	means any person proposing to transfer any shares in the capital of the Company;
Proposed Transfer	has the meaning given in Article 20.1 ;
Pro Rata	means the ratio of the number of Equity Shares held by a particular shareholder, to the sum of the total number of all of the Equity Shares then issued and outstanding which are held by all shareholders;
Protocol Labs	means Tuva-Exploration-1 LLC (or, following the transfer of all of its Shares to its Permitted Transferee in accordance with the these Articles, such Permitted Transferee);
Qualifying Company	means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010);
Qualifying Person	has the meaning given in section 318(3) of the Act;
Qualifying IPO	means (i) in case of an IPO under sub-clause (i) of the definition of IPO, an IPO in which the gross proceeds to the Company, without giving effect to any underwriting discounts and commissions, are at least US\$40,000,000, and (ii) in case of an IPO under sub-clause (ii) of the definition of IPO, the closing of such transaction, pursuant to which the cash proceeds (to the Company and its Group following such transaction, including amounts retained in any trust fund (after redemptions) and any related PIPE or other related investment transaction) are at least US\$40,000,000;
Relevant Employee Share Price	has the meaning set out in Article 11.1 ;
Relevant Interest	has the meaning set out in Article 30.6 ;
Relevant Period	means, (i) for a Founder, 36 months from the Previous SSA Completion Date, and (ii) for an Employee, any time from the date on which such Employee or its Permitted Transferee holds Employee Shares;
Restricted Shares	has the meaning set out in Article 19.7 ;
Sale Shares	has the meaning set out in Article 16.2.1 ;
Seller	has the meaning set out in Article 16.2 ;
Separately Priced Subset	has the meaning set out in Article 10.2 ;
Series A Shares	means the series A shares of £0.01 each in the capital of the Company from time to time;

Series A-1 Shares	means the series A-1 shares of £0.01 each in the capital of the Company from time to time;
Series B Shares	means the series B shares of £0.01 each in the capital of the Company from time to time;
Series B Shareholders	means the holders from time to time of the Series B Shares (but excludes the Company holding Treasury Shares);
Shareholder	means any holder of any Shares (but excludes the Company holding Treasury Shares);
Share Option Plan(s)	means the share option plan(s) of the Company, the terms of which have been approved by an Investor Majority;
Shares	means the Ordinary Shares, Preferred Shares, the Class A Shares and the Series B Shares from time to time;
Share Sale	means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;
SA Completion Date	means 19 July 2021;
Starting Price	means (i) with respect to an Exercising Investor holding Series A Shares, £122.84, (ii) with respect to an Exercising Investor holding Series A-1 Shares, £132.42, and (iii) with respect to an Exercising Investor holding Series B Shares, £455.94 (and in each case, if applicable, adjusted as referred to in Article 10.4);
Status	means Status Research & Development GMBH;
Subsidiary, Subsidiary Undertaking and Parent Undertaking	have the respective meanings set out in sections 1159 and 1162 of the Act (provided that for the purposes of section 1159(1)(b) and 1162(2)(b) of the Act, a company shall be deemed to be the holder of shares held for it by a nominee or bare trustee);
Transfer Notice	shall have the meaning given in Article 16.2 ;
Transfer Price	shall have the meaning given in Article 16.2.3 ;
Treasury Shares	means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;
Trustees	in relation to a Shareholder means the trustee or the trustees of a Family Trust; and

Unvested

means those Shares held by a Founder which may be required to be converted into Deferred Shares under **Article 19**.

3. Share Capital

- 3.1. In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2. Except as otherwise provided in these Articles (i) the Series A Shares and the Series A-1 Shares shall rank *pari passu* in all respects and shall constitute a single class of shares, and (ii) the Series B Shares, the Class A Shares, the Ordinary Shares and the Preferred Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.3. The words 'and the directors may determine the terms, conditions and manner of redemption of any such shares' shall be deleted from article 22(2) of the Model Articles.
- 3.4. Subject to Investor Majority Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 3.5. In article 25(2) of the Model Articles, the words 'payment of a reasonable fee as the directors decide' in paragraph (c) shall be deleted and replaced by the words 'payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine'.
- 3.6. For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
- 3.6.1. receive notice of or to attend or vote at any general meeting of the Company;
 - 3.6.2. receive or vote on any proposed written resolution; and
 - 3.6.3. receive a dividend or other distribution,
- save as otherwise permitted by section 726(4) of the Act.
- 3.7. The Company shall be entitled to retain any share certificate(s) relating to Employee Shares while any such Shares remain Unvested, but shall, at the request of the holder thereof, issue a new certificate in respect of any vested Employee Share.

4. Dividends

- 4.1. In respect of any Financial Year, the Company's Available Profits will be applied as set out in this **Article 4**.
- 4.2. Any Available Profits which the Company may determine, with Investor Majority Consent, to distribute in respect of any Financial Year, will be distributed among the holders of the Equity Shares (*pari passu* as if the Equity Shares constituted one class of share) *pro rata* to their respective holdings of Equity Shares.
- 4.3. Subject to the Act and these Articles, the Board may, provided Investor Majority Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.4. If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.5. If:

- 4.5.1. a Share is subject to the Company's Lien; and
- 4.5.2. the Directors are entitled to issue a Lien Enforcement Notice in respect of it, they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company, as the Board may decide. The Company shall notify the distribution recipient in writing of:
 - 4.5.3. the fact and sum of any such deduction;
 - 4.5.4. any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
 - 4.5.5. how the money deducted has been applied.
- 4.6. Article 31(1) of the Model Articles shall be amended by:
 - 4.6.1. the replacement of the words 'either in writing or as the directors may otherwise decide' at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words 'in writing'; and
 - 4.6.2. the replacement of the words 'either in writing or by such other means as the directors decide' from the end of paragraph (d) of that article 31(1) with the words 'in writing'.
- 5. **Liquidation preference**
 - 5.1. On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or repurchase of Shares) the surplus assets of the Company remaining after payment of its liabilities (the '**Surplus Assets**') shall be applied (to the extent that the Company is lawfully permitted to do so):
 - 5.1.1. first, each holder of Series B Shares shall be entitled to receive, in priority to any other classes of Shares, an amount per the applicable Series B Share held by him, prior and in preference to the holders set forth in Articles 5.1.2, 5.1.3, 5.1.4 and 5.1.5 below, equal to the higher of: (i) the Preference Amount for such Series B Share (provided that if there are insufficient surplus assets to pay the amounts per share equal to the applicable Preference Amount, the Surplus Assets shall be distributed to the Series B Shareholders *pro rata* to the amounts paid up on the Series B Shares) and (ii) the amount per Share that would be received if the Surplus Assets were distributed among the holders of Equity Shares *pro rata* (as if the Equity Shares constituted one and the same class) to the number of Equity Shares held;
 - 5.1.2. second, following payment in full pursuant to sub Article 5.1.1, each holder of Class A Shares, shall be entitled to receive, in respect of each Class A Share held by him, prior and in preference to the holders set forth in Articles 5.1.3, 5.1.4 and 5.1.5 below, the higher of: (i) the Preference Amount for such Class A Share (provided that if there are insufficient surplus assets to pay the amounts per share equal to the applicable Preference Amount, the Surplus Assets shall be distributed to the Class A Shareholders *pro rata* to the amounts paid up on the Class A Shares) and (ii) the amount per Share that would be received if the Surplus Assets were distributed

among the holders of Equity Shares pro rata (as if the Equity Shares constituted one and the same class) to the number of Equity Shares held;

- 5.1.3. third, following payment in full pursuant to sub Article 5.1.1 and 5.1.2, each holder of Preferred Shares, shall be entitled to receive, in respect of each Preferred Share held by him, prior and in preference to the holders set forth in Articles 5.1.4 and 5.1.5 below, the higher of: (i) the Preference Amount for such Preferred Share (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the balance of the Surplus Assets shall be distributed to the Preferred Shareholders *pro rata* to the amounts paid up on the Preferred Shares) and (ii) the amount per Share that would be received if the Surplus Assets were distributed among the holders of Equity Shares pro rata (as if such Equity Shares constituted one and the same class) to the number of such Equity Shares held;
- 5.1.4. fourth, following payment in full pursuant to sub Article 5.1.1, 5.1.2 and 5.1.3, the holders of the Deferred Shares, if any, shall be entitled to receive, in respect of all of the outstanding Deferred Shares, prior and in preference to the holders set forth in Articles 5.1.5 below, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); and
- 5.1.5. fifth, following payment in full pursuant to sub Article 5.1.1, 5.1.2, 5.1.3 and 5.1.4, the balance of the Surplus Assets (if any) shall be distributed among the holders of Ordinary Shares *pro rata* to the number of Ordinary Shares held.

6. Exit provisions

- 6.1. On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in **Article 5** and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:

- 6.1.1. the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in accordance with the order of priority set out in **Article 5**; and
- 6.1.2. the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in **Article 5**.

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in **Article 5**.

- 6.2. On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in **Article 5** provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by an Investor Majority (including, but without prejudice to the generality of this **Article 6.2**, actions that may be necessary to put the Company into voluntary liquidation) so that **Article 5** applies.

7. Votes in general meeting and written resolutions

- 7.1. The Series B Shares shall confer on each holder of Series B Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2. The Class A Shares shall confer on each holder of Class A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.3. The Ordinary Shares and the Preferred Shares shall confer on each holder of Ordinary Shares and Preferred Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.4. The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, or to attend, speak or 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.
- 7.5. 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 Equity Share held by him.
- 7.6. No voting rights attached to a share which is nil paid or partly paid may be exercised:
- 7.6.1. at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
- 7.6.2. on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that share have been paid.

8. Consolidation of Shares

- 8.1. Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.2. When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

9. Conversion of Series B Shares, Class A Shares and Preferred Shares

- 9.1. Any holder of Series B Shares and/or Class A Shares and/or Preferred Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Series B Shares and/or Class A Shares and/or Preferred Shares held by them at any time and those Series B Shares and/or Class A Shares and/or Preferred Shares (the **Conversion**

- Shares')** shall convert automatically on the date of such notice (the '**Conversion Date**'), provided that the holder may in such notice, state that conversion of its shares into Ordinary Shares is conditional upon the occurrence of one or more events (the '**Conditions**').
- 9.2. All of the fully paid Series B Shares, Class A Shares and Preferred Shares shall automatically convert into Ordinary Shares:
- 9.2.1. on the date of a notice given by the Investor Majority (which date shall be treated as the Conversion Date);
- 9.2.2. immediately upon the occurrence of a Qualifying IPO;
- 9.3. In the case of (i) **Articles 9.1 and 9.2.1**, not more than five Business Days after the Conversion Date, or (ii) in the case of Article 9.2.2, at least five Business Days prior to the occurrence of the Qualifying IPO, each holder of the relevant Class B Shares and/or Class A Shares and/or Preferred Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Class B Shares and/or Class A Shares and/or Preferred Shares being converted to the Company at its registered office for the time being.
- 9.4. Where conversion is mandatory on the occurrence of a Qualifying IPO, that conversion will be effective only immediately prior to and conditional upon such Qualifying IPO (and 'Conversion Date' shall be construed accordingly) and, if such Qualifying IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 9.1, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.
- 9.5. On the Conversion Date, the relevant Conversion Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each Conversion Share held (the '**Conversion Ratio**'), and the Ordinary Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.
- 9.6. The Company shall on the Conversion Date enter the holder of the converted Conversion Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Conversion Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Conversion Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 9.7. On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company will, if it has sufficient Available Profits, pay to holders of the Conversion Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Conversion Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date. If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be at debt due from and immediately payable by the Company.
- 9.8. The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:

- 9.8.1. if Series B Shares and/or Class A Shares and/or Preferred Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (including Investor Director Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series B Shareholder and/or Class A Shareholder and/or Preferred Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division;
 - 9.8.2. if Series B Shares and/or Class A Shares and/or Preferred Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (including Investor Director Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series B Shareholder and/or Class A Shareholder and/or Preferred Shareholder is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.
- 9.9. If any Series B Shareholder and/or Class A Shareholder and/or Preferred Shareholder becomes entitled to fractions of an Ordinary Share as a result of conversion ('**Fractional Holders**'), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.
- 9.10. If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with **Article 9.8**, or if so requested by a Major Investor, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.
- 10. Anti-dilution protection**
- 10.1. If New Securities are issued by the Company at a price per New Security which equates to less than the Starting Price with respect to the Series B Shares held by a Series B Shareholder and/or Class A Shares held by a Class A Shareholder (with respect to such Series B Shareholder(s) and/or Class A Shareholder(s), a '**Qualifying Issue**') (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that any of (i) the applicable holders of Series B Shares and/or Class A Shares have specifically waived their rights under this Article in writing, or (ii) the Investor Majority and the Preferred B Majority have specifically waived the general application of this Article to such Qualifying Issue in writing, issue to each holder of Series B Shares and/or Class A Shares for which such issuance is a Qualifying Issue (each an '**Exercising Investor**') a number of new Series B Shares in respect of an Exercising Investor to the extent of its holding of Series B Shares and/or Series A Shares in respect of an Exercising Investor to the extent of its holding of Series A

Shares, and a number of new Series A-1 Shares, in respect of an Exercising Investor to the extent of its holding of Series A-1 Shares, in each case determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with **Article 10.4** (the 'Anti-Dilution Shares'):

$$N = \left(\left(\frac{SIP}{WA} \right) \times Z \right) - Z$$

where:

N = the number of Anti-Dilution Shares to be issued to the applicable Exercising Investor

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = the applicable Starting Price;

ESC = the number of Equity Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying Issue;

QISP = the lowest per share price of the New Securities issued pursuant to the Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Security);

NS = the number of New Securities issued pursuant to the Qualifying Issue; and

Z = the number of Series B Shares and/or Series A Shares and/or Series A-1 Shares, as applicable, held by the Exercising Investor prior to the Qualifying Issue.

10.2. The calculations in Article 10.1 shall be undertaken separately in respect of all Qualifying Issues with different Starting Prices (each a "**Separately Priced Subset**") and utilising the Starting Price for that Separately Priced Subset and, for the avoidance of doubt, no account shall be taken in each such calculation of any issue of Anti-Dilution Shares in respect of any other Separately Priced Subset in respect of the same Qualifying Issue, as the case may be.

10.3. The Anti-Dilution Shares shall:

10.3.1. be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or the Exercising Investors shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance with Investor Director Consent) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in **Article 10.1** so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of **Article 10.1** or this

Article 10.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and

- 10.3.2. subject to the payment of any cash payable pursuant to **Article 10.3.1** (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the Series B Shares and/or the Series A Shares and/or the Series A-1 Shares, as applicable, within five Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to **Article 10.3.1**.
- 10.4. In the event of any Bonus Issue or Reorganisation, the applicable Starting Price and Preference Amount shall also be subject to adjustment on such basis as may be agreed by the Company with the Investor Majority within 10 Business Days after completion of such Bonus Issue or Reorganisation. If the Company and the Investor Majority cannot agree such adjustment within such period, the question shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.
- 10.5. For the purposes of this **Article 10** any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.
- 10.6. The provisions of this **Article 10** shall not apply to issuances of New Securities (the following being '**Exempted Issuances**'):
 - 10.6.1. issued by the Company in order for the Company to comply with its obligations under these Articles;
 - 10.6.2. issued under the Share Option Plan(s) (and the issue of Shares on the exercise of any such options, or any option outstanding as of the date of adoption of these Articles);
 - 10.6.3. issued in consideration of the acquisition by the Company of a company or business which has been approved by the Board (acting with Investor Majority Consent);
 - 10.6.4. to banks, equipment lessors or other financial institutions pursuant to a debt financing or loan arrangement approved by the Board (with Investor Majority Consent);
 - 10.6.5. in connection with sponsored research, collaboration, technology license, development, or other strategic arrangements or partnerships approved by the Board (with Investor Majority Consent); or
 - 10.6.6. which the Investor Majority have agreed in writing constitute Exempted Issuance.

11. Deferred Shares

- 11.1. Subject to the Act, any Deferred Shares may be purchased by the Company at any time at its option for the applicable Deferred Share Repurchase Price without obtaining the sanction of the holder(s). The "**Relevant Employee Share Price**" shall, with respect to any Deferred Shares held by any, be an aggregate sum of one penny for all the Deferred Shares registered in the name of any holder(s), unless the Board has made the determination with respect to such holder(s) as referred to in Article 19.1, in which case the Relevant Employee Share Price for such Deferred Shares shall be the subscription price paid for the Employee Shares which were converted into such Deferred Shares.
- 11.2. The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time

after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to:

- 11.2.1. appoint any person to execute any transfer (or any agreement to transfer) of such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise) including (subject to the Act) to the Company itself, in any such case for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s); and/or
- 11.2.2. receive the consideration for such a transfer or purchase (and give a good discharge for it) and hold the same on trust for the transferor(s); and/or
- 11.2.3. give, on behalf of such holder(s), consent to the cancellation of such Deferred Shares; and/or
- 11.2.4. retain the certificate(s) (if any) in respect of such Deferred Shares pending the transfer, cancellation and/or purchase thereof.

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

12. Variation of rights

- 12.1. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class save that the special rights attaching to: (i) the Ordinary Shares may be varied with the consent in writing of the holders of more than 80 per cent in nominal value of that class and (ii) the Deferred Shares may be varied or abrogated by special resolution without any reference to the Deferred Shareholders.
- 12.2. The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares and no class consent shall be required pursuant to **Article 12.1**.
- 12.3. Changes to these Articles which include variations to the rights of a class of share that are of an administrative nature shall not constitute a variation of the rights of those existing classes of shares and no class consent shall be required pursuant to **Article 12.1**.

13. Allotment of new Shares or other securities: pre-emption

- 13.1. Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.
- 13.2. If the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to each Major Investor (the '**Subscribers**') on the same terms and at the same price as those New Securities are being offered to other persons on a *pari passu* Pro Rata basis (as if the Equity Shares constituted one and the same class, and as nearly as may be without involving fractions). The offer:
 - 13.2.1. shall be in writing, be open for acceptance from the date of the offer to the date ten Business Days after the date of the offer (inclusive) (the '**Subscription Period**') and give details of the number and subscription price of the New Securities; and
 - 13.2.2. may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their

acceptance state the number of excess New Securities for which they wish to subscribe.

- 13.3. If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a Pro Rata basis to the number of Equity Shares held by such Subscribers which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him).
- 13.4. If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers.
- 13.5. Subject to the requirements of **Articles 13.2 to 13.4** (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 13.6. The provisions of **Articles 13.2 to 13.5** (inclusive) shall not apply to the Exempted Issuances listed in **Articles 10.6.1 to 10.6.3** (inclusive) and **Article 10.6.6**.
- 13.7. Any New Securities offered under this **Article 13** to the Major Investors may be accepted in full or part only by a Member of the same Fund Group as that Major Investor or a Member of the same Group as that party in accordance with the terms of this **Article 13**.
- 13.8. No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.
- 13.9. Where the Company proposes to allot New Securities and the provisions of Article 13.2 are disapplied in respect of such allotment by an Investor Majority pursuant to **Article 10.6.6**, if any Major Investor is subscribing for any or all of such New Securities (such Major Investor being a '**Participating Investor**'), then if such Investor Majority would not have been passed without the participation of the Participating Investor(s), each of the other Major Investors shall have the right to subscribe for such proportion of the number of New Securities as is pro rata to the number of Shares held by such other Major Investor as a proportion of the total number of Shares held by the Participating Investor(s) and all such other Major Investors (as nearly as may be without involving fractions).
14. **Transfers of Shares – general**
 - 14.1. In **Articles 14 to 21** inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
 - 14.2. No Share may be transferred unless the transfer is made in accordance with these Articles.
 - 14.3. If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.

14.4. Any transfer of a Share by way of sale which is required to be made under **Articles 16 to 21** (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.

14.5. Unless express provision is made in these Articles to the contrary, no Shares held by any Founder shall be transferred without the approval of the Board for the Lock-Up Period (other than a transfer to Permitted Transferees which may be made in accordance with **Article 15**);

14.6. The Directors may refuse to register a transfer if:

14.6.1. it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;

14.6.2. 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;

14.6.3. it is a transfer of a Share which is not fully paid:

14.6.3.1. to a person of whom the Directors do not approve; or

14.6.3.2. on which Share the Company has a lien;

14.6.4. the transfer is not lodged at the registered office or at such other place as the Directors may appoint;

14.6.5. the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

14.6.6. the transfer is in respect of more than one class of Shares;

14.6.7. the transfer is in favour of more than four transferees; or

14.6.8. these Articles otherwise provide that such transfer shall not be registered.

If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

14.7. 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 Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this **Article 14.7** the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

14.8. To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the

names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur:

- 14.8.1. the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that, at the election of the relevant Investor, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor; or
- 14.8.2. the withholding of payment of all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares; and
- 14.8.3. the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in **Article 14.8.1** and **14.8.2** above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in **Article 14.8.3** above.

14.9. In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of ten Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.

14.10. If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:

14.10.1. the Transfer Price for the Sale Shares will be as agreed between the Board (including Investor Director Consent) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;

14.10.2. it does not include a Minimum Transfer Condition (as defined in **Article 16.2.4**); and

14.10.3. the Seller wishes to transfer all of the Shares held by it.

14.11. The Board (with Investor Director Consent) may waive the service of a Transfer Notice otherwise deemed to have been served in accordance with these Articles.

14.12. 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:

14.12.1. the transferor; and

14.12.2. (if any of the shares is partly or nil paid) the transferee.

15. Permitted transfers

- 15.1. A Shareholder (who is not a Permitted Transferee) (the '**Original Shareholder**') may transfer all or any of his or its Shares to its Permitted Transferee without restriction as to price or otherwise provided that Restricted Shares transferred to a Permitted Transferee shall remain subject to restriction thereof in accordance with their original terms.
- 15.2. Shares previously transferred as permitted by **Article 15.1** may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 15.3. Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.
- 15.4. If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares.
- 15.5. Trustees may transfer Shares:
- 15.5.1. to a Qualifying Company or
 - 15.5.2. to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or
 - 15.5.3. to the new or remaining trustees upon a change of Trustees
in each case without restrictions as to price or otherwise.
- 15.6. No transfer of Shares may be made to Trustees unless the Board is satisfied:
- 15.6.1. with the terms of the trust instrument and in particular with the powers of the trustees;
 - 15.6.2. with the identity of the proposed trustees;
 - 15.6.3. the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts;
and
 - 15.6.4. that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 15.7. If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board (including Investor Director Consent) to have given a Transfer Notice in respect of such Shares.

- 15.8. If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:
- 15.8.1. execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - 15.8.2. give a Transfer Notice to the Company in accordance with **Article 16.2**, failing which he shall be deemed to have given a Transfer Notice.
- 15.9. On the death (subject to **Article 15.3**), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 15.10. A transfer of any Shares approved by the Board and the Investor Majority may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 15.11. Any Shares may at any time be transferred free from the transfer restrictions in the Articles where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board (including Investor Director Consent).
- 15.12. The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Investor Majority Consent.
- 16. Transfers of Shares subject to pre-emption rights**
- 16.1. Save where the provisions of **Articles 15 and 21** apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this **Article 16**.
- 16.2. A Shareholder who wishes to transfer Shares (a 'Seller') shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a 'Transfer Notice') to the Company specifying:
- 16.2.1. the number and class of Shares which he wishes to transfer (the 'Sale Shares');
 - 16.2.2. if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
 - 16.2.3. the price at which he wishes to transfer the Sale Shares; and
 - 16.2.4. whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a 'Minimum Transfer Condition').

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

16.3. Except with Investor Majority Consent or as otherwise specified in these Articles, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

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

16.5. As soon as practicable following the later of:

16.5.1. receipt of a Transfer Notice; and

16.5.2. in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under **Article 17**,

the Board shall offer the Sale Shares for sale to the Major Investors in the manner set out in **Article 16.6**. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

16.6. Transfers: Offer

16.6.1. The Board shall offer the Sale Shares to the Major Investors other than the Seller (the '**Continuing Shareholders**') inviting them to apply in writing within the period from the date of the offer to the date ten Business Days after the offer (inclusive) (the '**Offer Period**') for the maximum number of Sale Shares they wish to buy.

16.6.2. If the Sale Shares are subject to a Minimum Transfer Condition then any allocation will be conditional on the fulfilment of the Minimum Transfer Condition.

16.6.3. If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in accordance with their respective Pro Rata Share (fractional entitlements being rounded to the nearest whole number) which his existing holding of the Equity Shares bears to the total number of Equity Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

16.6.4. If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with **Article 16.7.5**.

16.7. Completion of transfer of Sale Shares

16.7.1. If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under **Article 16.6** stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

16.7.2. If:

16.7.2.1. the Transfer Notice does not include a Minimum Transfer Condition; or

16.7.2.2. the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under **Article 16.6**, give written notice of allocation (an 'Allocation Notice') to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated (an 'Applicant') specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than five Business Days nor more than ten Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

16.7.3. Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

16.7.4. If the Seller fails to comply with the provisions of **Article 16.7.3**:

16.7.4.1. the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:

16.7.4.1.1. complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

16.7.4.1.2. receive the Transfer Price and give a good discharge for it; and

16.7.4.1.3. (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

16.7.4.2. the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).

16.7.5. If an Allocation Notice does not relate to all the Sale Shares then, subject to **Article 16.7.6**, the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.

16.7.6. The right of the Seller to transfer Shares under **Article 16.7.5** does not apply if the Board is of the opinion on reasonable grounds that:

16.7.6.1. the transferee is a person (or a nominee for a person) who the Board (including Investor Director Consent or the consent of the Independent Director) determines in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;

16.7.6.2. the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or

- 16.7.6.3. the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.
- 16.8. Any Sale Shares offered under this **Article 16** to a Major Investor may be accepted in full or part only by a Member of the same Fund Group as that Major Investor or a Member of the same Group as that Major Investor in accordance with the terms of this **Article 16**.
- 16.9. The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares by the Board acting with the prior written consent of an Investor Majority.
- 16.10. Where the provisions of Article 16 are disapplied in respect of any proposed transfer of Shares pursuant to **Article 16.9** and/or to **Article 15.10**, if any Major Investor is acquiring any or all of such Shares (such Major Investor being a '**Participating Transferor**'), then if such Investor Majority would not have been passed without the participation of the Participating Transferor(s), each of the other Major Investors shall have the right to acquire such proportion of the number of such Shares being transferred as is pro rata to the number of Shares held by such other Major Investor as a proportion of the total number of Shares held by the Participating Transferor(s) and all such other Major Investors (as nearly as may be without involving fractions).
- 17. **Valuation of Shares**
 - 17.1. If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of **Articles 14.10, 16.2** or **19.6** or otherwise then, on the date of failing agreement, the Board shall either:
 - 17.1.1. appoint an expert valuer in accordance with **Article 17.2** (the '**Expert Valuer**') to certify the Fair Value of the Sale Shares; or
 - 17.1.2. (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.
 - 17.2. The Expert Valuer will be either:
 - 17.2.1. the Auditors; or
 - 17.2.2. (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date ten Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company.
 - 17.3. The '**Fair Value**' of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
 - 17.3.1. valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - 17.3.2. if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 17.3.3. that the Sale Shares are capable of being transferred without restriction;

- 17.3.4. valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and
- 17.3.5. reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 17.4. If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 17.5. The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 17.6. The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 17.7. The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 17.8. The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 17.9. The cost of obtaining the certificate shall be paid by the Company unless:
 - 17.9.1. the Seller cancels the Company's authority to sell; or
 - 17.9.2. the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,
 in which case the Seller shall bear the cost.

18. **Compulsory transfers – general**

- 18.1. A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 18.2. If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either:
 - 18.2.1. to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
 - 18.2.2. to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this **Article 18.2** shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

- 18.3. If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine.
- 18.4. If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice. This **Article 18.4** shall not apply to a member that is a Major Investor.

19. Departing Employees

- 19.1. Unless (a) in the case of a Founder, the Board and the Investor Majority determine, or (b) in the case of an Employee other than a Founder, the Board determine, that this **Article 19.1** shall not apply and subject to **Article 19.6**, if at any time during the Relevant Period an Employee ceases to be Active by reason of being a Bad Leaver, all of the Employee Shares relating to such Employee shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Share held) on the Effective Termination Date (rounded down to the nearest whole share). In the case of an Employee other than a Founder, the Board may determine at any time prior to, upon, or within 90 days following such Employee's Effective Termination Date, that the Relevant Employee Share Price for the Deferred Shares into which such relevant Employee's Employee Shares are converted pursuant hereto, shall be equal to the subscription price of such Deferred Shares.
- 19.2. If at any time during the Relevant Period a Founder ceases to be Active by reason of being an Intermediate Leaver, the Leaver's Percentage of all the Employee Shares relating to such Founder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Share held) on the Effective Termination Date (rounded down to the nearest whole share).
- 19.3. If at any time during the Relevant Period an Employee ceases to be Active by reason of being a Good Leaver, they will retain their Employee Shares, subject always to **Article 19.8**.
- 19.4. Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Employee (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the shares certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Employee Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Employee Shares.
- 19.5. Any Director nominated by the Board for such purpose shall be constituted as the agent of the Employee and/or any other holder(s) of any relevant Employee Shares for the purpose of executing and delivering any documents which the Board deems necessary or appropriate in

connection with the perfection of any conversion of Employee Shares into Deferred Shares pursuant to this **Article 19**.

- 19.6. The Board (including the Investor Majority, in the event of Employee Shares held by a Founder) shall be entitled to determine that, in the alternative to **Article 19.1**, if an Employee ceases to be Active by reason of being a Bad Leaver or, in the event of a Founder, an Intermediate Leaver, a Transfer Notice shall be deemed to be given in respect all of the Employee Shares which were to convert into Deferred Shares under **Article 19.1 or 19.2** on the Effective Termination Date.
- 19.7. Notwithstanding **Article 17**, in the event of Transfer Notice that is deemed to be given pursuant to Article 19.6 above in respect of Employee Shares not held by a Founder (or their Permitted Transferees), the Transfer Price shall be the Relevant Employee Share Price, and such Employee Shares shall be offered in the following order of priority:
 - 19.7.1. to the Company (subject always to the provisions of the Act); and/or
 - 19.7.2. to any Employee Trust that the Board may nominate for this purpose; and/or
 - 19.7.3. to any person(s) approved by the Board.
- 19.8. All voting rights attached to Employee Shares held by an Employee or by any Permitted Transferee of that Employee (the '**Restricted Member**'), if any, shall at the time he ceases to be Active be suspended unless the Board (and the Investor Majority, in the event of a Founder) notify him otherwise.
- 19.9. Any Employee Shares whose voting rights are suspended pursuant to **Article 19.6** ('**Restricted Shares**') shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to **Article 19.6** shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.
20. **Tag Along**
 - 20.1. Except in the case of Permitted Transfers and transfers pursuant to **Articles 18 and 19**, after going through the pre-emption procedure in **Article 16**, the provisions of **Article 20.2** will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the '**Proposed Transfer**') which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
 - 20.2. A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the '**Offer**') to the Major Investors to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in **Article 20.7**).
 - 20.3. The Offer must be given by written notice (a '**Proposed Sale Notice**') at least 10 Business Days (the '**Offer Period**') prior to the proposed sale date ('**Proposed Sale Date**'). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the '**Proposed Sale Shares**').

- 20.4. If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 20.5. If the Offer is accepted by any Major Investor (an '**Accepting Shareholder**') within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 20.6. The Proposed Transfer is subject to the pre-emption provisions of **Article 16** but the purchase of the Accepting Shareholders' shares shall not be subject to **Article 16**.
- 20.7. For the purpose of this Article:
- 20.7.1. the expression '**Specified Price**' shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
- 20.7.1.1. in the Proposed Transfer; or
- 20.7.1.2. in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,
- plus an amount equal to the Relevant Sum, as defined in **Article 20.7.2**, of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the '**Supplemental Consideration**') provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of **Articles 5** and **6**;
- 20.7.2. The Relevant Sum = $C \div A$
- where:
- A = the number of Equity Shares being sold in connection with the relevant Proposed Transfer; and
- C = the Supplemental Consideration.

21. Drag-Along

- 21.1. If the holders of not less than 70 per cent of the Equity Shares and an Investor Majority (the '**Selling Shareholders**') wish to transfer all their interest in Shares (the '**Sellers' Shares**') to a Proposed Purchaser, the Selling Shareholders shall, subject to the approval of the Board (including the votes of at least one Founder Director and one Investor Director) have the option (the '**Drag-Along Option**') to compel each other holder of Shares and Deferred Shares (each a '**Called Shareholder**' and together the '**Called Shareholders**') to sell and transfer all their Shares and Deferred Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the '**Drag Purchaser**') in accordance with the provisions of this Article.
- 21.2. The Selling Shareholders may exercise the Drag-Along Option by giving a written notice to that effect (a '**Drag-Along Notice**') to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag-Along Notice shall specify that:

- 21.2.1. the Called Shareholders are required to transfer all their Shares (the '**Called Shares**') under this Article;
- 21.2.2. the person to whom they are to be transferred;
- 21.2.3. the consideration (whether in cash or otherwise) for which the Called Shares are to be transferred (calculated in accordance with this Article);
- 21.2.4. the proposed date of transfer, and
- 21.2.5. the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the '**Sale Agreement**'),

(and, in the case of **Articles 21.2.2 to 21.2.4** above, whether actually specified or to be determined in accordance with a mechanism described in the Drag-Along Notice). No Drag-Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.

- 21.3. Drag-Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag-Along Notice. The Selling Shareholders shall be entitled to serve further Drag-Along Notices following the lapse of any particular Drag-Along Notice.
- 21.4. The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of **Articles 5 and 6** (the '**Drag Consideration**').
- 21.5. In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, a Called Shareholder shall only be obliged to undertake to transfer his Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due.
- 21.6. 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) (the '**Drag Completion Date**'), each Called Shareholder shall deliver:
 - 21.6.1. duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - 21.6.2. the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - 21.6.3. 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**').
- 21.7. On the Drag Completion Date, the Company shall pay or transfer to each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid, allotted or transferred such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. Following the Company's receipt of the Drag Consideration, but pending its payment or transfer to the Called Shareholder, the Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.

- 21.8. To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid, allotted or transferred the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this **Article 21** in respect of their Shares.
- 21.9. If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this **Article 21** and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid, allotted or transferred the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.
- 21.10. Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag-Along Notice has been duly served shall not be subject to the provisions of **Article 16**.
- 21.11. On any person, following the issue of a Drag-Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a '**New Shareholder**'), a Drag-Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag-Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag-Along Notice being deemed served on the New Shareholder.

Asset Sale

- 21.12. In the event that an Asset Sale is approved by the Selling Shareholders, such Selling Shareholders shall have the right, by notice in writing to all other Shareholders, to require other Shareholders to take any and all such actions as it may be necessary for them to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to Shareholders in accordance with the provisions of **Article 5**.

22. General meetings

- 22.1. If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 22.2. The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 50 per cent in nominal value of the Shares (excluding Treasury Shares), any resolution agreed to

by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.

- 22.3. If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 22.4. If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 22.5. Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 22.6. No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 22.7. If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

23. Proxies

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

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

24. Directors' borrowing powers

The Directors may, without limitation to the shareholders' voting rights and subject always to the terms of any shareholders' agreement between some or all of the Shareholders and the Company, exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party.

25. Alternate Directors

25.1. Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the '**Appointor**') may appoint any director or any other person as he thinks fit to be his alternate Director to:

25.1.1. exercise that Director's powers; and

25.1.2. carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

The appointment of an alternate Director shall not require approval by a resolution of the Directors.

25.2. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

25.3. The notice must:

25.3.1. identify the proposed alternate; and

25.3.2. in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

25.4. An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.

25.5. Except as these Articles specify otherwise, alternate directors:

25.5.1. are deemed for all purposes to be Directors;

25.5.2. are liable for their own acts and omissions;

25.5.3. are subject to the same restrictions as their Appointors; and

25.5.4. are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

25.6. A person who is an alternate Director but not a Director:

25.6.1. may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and

25.6.2. may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate).

No alternate may be counted as more than one Director for such purposes.

25.7. A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision).

25.8. An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

25.9. An alternate Director's appointment as an alternate shall terminate:

25.9.1. when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

25.9.2. on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;

25.9.3. on the death of the alternate's Appointor; or

25.9.4. when the alternate's Appointor's appointment as a Director terminates.

26. **Number of Directors**

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two or more than five.

27. **Appointment of Directors**

27.1. The holders of a majority of the Series A Shares shall have the right to nominate one natural person for appointment as a Director (a '**Preferred A Director**'), and to remove any Preferred A Director so appointed and, upon his removal whether by the holders of a majority of the Series A Shares or otherwise, to appoint another person to act as a Preferred A Director in his place.

27.2. Appointment and removal of a Preferred A Director in accordance with this **Article 27** shall be made by written notice from the holders of a majority of the Series A Shares to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee of the Board.

27.3. Protocol Labs shall have the right to nominate one natural person for appointment as a Director (a '**Preferred B Director**'), and to remove any Preferred B Director so appointed and, upon his removal whether by Protocol Labs or otherwise, to appoint another person to act as a Preferred B Director in his place.

27.4. Appointment and removal of a Preferred B Director in accordance with this **Article 27** shall be made by written notice from Protocol Labs to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee of the Board.

27.5. For so long as (i) a Founder and/or their Permitted Transferees hold Equity Shares and (ii) that Founder remains Active, that Founder shall have the right to be a director of the Company.

27.6. One independent director ('**Independent Director**'), shall be appointed upon the mutual agreement of Protocol Labs, the Founders, with the approval of Amdocs, and who shall be removed at any time and for any reason by either: (a) Protocol Labs and the Founders, or (b)

Amdocs. Upon the removal of the Independent Director whether by the Founders and Protocol Labs, by Amdocs, or otherwise, the Founders and Protocol Labs shall be entitled to appoint another person to act as the Independent Director in his place, with the approval of Amdocs.

27.7. Appointment and removal of the Independent Director in accordance with this **Article 27** shall be made by written notice from the person or persons entitled to effect such appointment or removal pursuant to **Article 27.6** above, to the Company, which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee of the Board.

27.8. Each Investor Director shall be entitled at his request to be appointed to any committee of the Board established from time to time.

28. Disqualification of Directors

In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if:

28.1. he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or

28.2. in the case of Directors other than a director who has a right to remain appointed in accordance with the provisions of **Article 27**, if a majority of his co-Directors serve notice on him in writing, removing him from office.

29. Proceedings of Directors

29.1. The Company shall send to the Investor Directors and the Independent Director (in electronic form if so required):

29.1.1. reasonable advance notice of each meeting of the Board (being not fewer than five Business Days) and each committee of the Board, such notice to be accompanied by a written agenda specifying the business to be discussed at such meeting together with all relevant papers; and

29.1.2. as soon as practicable after each meeting of the Board (or committee of the Board) a copy of the minutes.

29.2. Save with the unanimous consent of all of the Investor Directors and the Independent Director, no business shall be transacted at any meeting of the Board (or committee of the Board) save for that specified in the agenda referred to in Article 29.1.

29.3. The quorum for Directors' meetings shall be a majority of Directors, which must in each case, include a majority of the Directors in office, which must in each case, include (i) at least one Investor Director, and (ii) at least one Founder Director (in each case for so long as there is an Investor Director or Founder Director, as applicable, in office) (save that where a Relevant Interest of an Investor Director or Founder Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Investor Director or Founder Director (as the case may be) and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting and the Investor Directors. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.

- 29.4. In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 29.5. If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.
- 29.6. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 29.7. Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting, save that a Founder Director may not vote or count in the quorum on any resolution to approve, vary or terminate his or her service agreement with the Company.
- 29.8. Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote.
- 29.9. A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this Article also.
- 29.10. The Directors with Investor Majority Consent 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.

30. Directors' interests

Specific interests of a Director

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

- 30.1.3. where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Subsidiary Undertaking of a Parent Undertaking of, the Company;
 - 30.1.4. where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
 - 30.1.5. where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
 - 30.1.6. where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
 - 30.1.7. an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 30.1.8. any other interest authorised by ordinary resolution.
- 30.2. In relation to any vote by the Board on the approval or termination of the service agreement of any Director (other than the Investor Director), such vote shall be effective only if the quorum at the meeting at which such vote is taken is met without counting the Director in question (or his alternate as the case may be) and the vote is passed without the Director in question (or his alternate as the case may be) voting, or would have been passed if his vote had not been counted.

Interests of a Director

- 30.3. In addition to the provisions of **Article 30.1**, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:
- 30.3.1. an Investor;
 - 30.3.2. a Fund Manager which advises or manages an Investor;
 - 30.3.3. any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or
 - 30.3.4. another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

Interests of which a Director is not aware

- 30.4. For the purposes of this **Article 30**, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 30.5. In any situation permitted by this **Article 30** (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

- 30.6. Subject to **Article 30.7**, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ('**Interested Director**') who has proposed that the Directors authorise his interest ('**Relevant Interest**') pursuant to that section may, for the avoidance of doubt:

- 30.6.1. be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
- 30.6.1.1. restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - 30.6.1.2. restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - 30.6.1.3. restricting the application of the provisions in **Articles 30.8** and **30.9**, so far as is permitted by law, in respect of such Interested Director; and
- 30.6.2. be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

subject to **Article 30.7**, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this **Article 30**.

Terms and conditions of Board authorisation for an Investor Director,

- 30.7. Notwithstanding the other provisions of this **Article 30**, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to that Investor Director, in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in **Article 30.9**.

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

- 30.8. Subject to **Article 30.9** (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this **Article 30**), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:
- 30.8.1. to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
 - 30.8.2. otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

30.9. Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, **Article 30.8** shall apply only if the conflict arises out of a matter which falls within **Article 30.1** or **Article 30.3** or has been authorised under section 175(5)(a) of the Act.

30.10. An Investor Director shall, subject to compliance with his fiduciary duties to the Company, be entitled from time to time to disclose to his appointor, to any Permitted Transferee of such appointor and to any other person that Investor Director or his appointor may disclose confidential information concerning the business and affairs of the Company as he shall at his discretion see fit and he shall not be in breach of any duty owed to the Company by reason of such disclosure.

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

30.11. Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

30.11.1. absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and

30.11.2. excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director to declare an interest

30.12. Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by **Article 30.1** or **Article 30.3** at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

30.12.1. falling under **Article 30.1.7**;

30.12.2. if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

30.12.3. if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

30.13. Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this **Article 30**.

30.14. For the purposes of this **Article 30**:

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

31. Notices

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

- 31.1.1. in hard copy form;
- 31.1.2. in electronic form; or
- 31.1.3. (by the Company) by means of a website (other than notices calling a meeting of Directors),

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

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this **Article 31**.

Notices in hard copy form

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

- 31.2.1. to the Company or any other company at its registered office; or
- 31.2.2. to the address notified to or by the Company for that purpose; or
- 31.2.3. in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
- 31.2.4. in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
- 31.2.5. to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
- 31.2.6. where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in **Articles 31.2.1 to 31.2.5** above, to the intended recipient's last address known to the Company.

- 31.3. Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:

- 31.3.1. if delivered, at the time of delivery;
- 31.3.2. if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

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

31.4.1. if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;

31.4.2. if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under **Article 31.2**; or

31.4.3. be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:

31.4.3.1. on its website from time to time; or

31.4.3.2. by notice (in hard copy or electronic form) to all members of the Company from time to time.

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

31.5.1. if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;

31.5.2. if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;

31.5.3. if delivered in an electronic form, at the time of delivery; and

31.5.4. if sent by any other electronic means as referred to in **Article 31.4.3**, at the time such delivery is deemed to occur under the Act.

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

Notice by means of a website

31.7. Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.

General

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

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

32. Indemnities and insurance

32.1. Subject to the provisions of and so far as may be permitted by, the Act:

32.1.1. every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no current or former Director or current or former director of any associated company is indemnified by the Company against:

32.1.1.1. any liability incurred by the director to the Company or any associated company;

32.1.1.2. any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or

32.1.1.3. any liability incurred by the director:

32.1.1.3.1. in defending any criminal proceedings in which he is convicted;

32.1.1.3.2. in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or

32.1.1.3.3. in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in **Articles 32.1.1.1, 32.1.1.3.2 and 32.1.1.3.3** applying; and

32.1.2. the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

32.2. The Company shall (at the cost of the Company) effect and maintain for each current or former Director or current or former director of any associated company policies of insurance insuring each such director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in

respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

33. Data protection

The Company may process the following categories of personal data in respect of the Shareholders and the Directors: (i) identifying information, such as names, addresses and contact details; (ii) details of participation in the Company's affairs, including without limitation attendance at and contribution to Company meetings and voting records; (iii) in the case of Shareholders, details of their respective shareholdings in the Company; and (iv) any other information which is required to be recorded by law or may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security), in the Company (together, "**Personal Data**"). The Company will only use the Personal Data where it has a valid legal basis to do so. The Company has a legitimate interest in processing Personal Data where it is necessary for the purposes of the proper administration of the Company and its affairs, the undertaking of due diligence exercises and compliance with applicable laws, regulations and procedures. The Company will use appropriate technical and organisational measures to safeguard Personal Data. The Company will retain Personal Data for no longer than is reasonably required. The Company may disclose Personal Data to: (i) other Shareholders and Directors (each a "**Recipient**"); (ii) a Member of the same Group as a Recipient ("**Recipient Group Companies**"); (iii) employees, directors and professional advisers of that Recipient or the Recipient Group Companies; (iv) funds managed by any of the Recipient Group Companies; and (v) current or potential investors in the Company or purchasers of the Company's Equity Shares, provided always that the Company takes reasonable steps to ensure that Personal Data is treated in accordance with relevant data protection laws.

34. Secretary

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

35. Authority to capitalise and appropriation of capitalised sums

35.1. The Board may, if authorised to do so by an ordinary resolution (with Investor Majority Consent):

35.1.1. 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

35.1.2. appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to such Shareholders and in such proportions as the Board may (with Investor Majority Consent) deem appropriate (the "**Shareholders Entitled**").

Article 36 of the Model Articles shall not apply to the Company.

35.2. Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (with Investor Majority Consent) deem appropriate.

35.3. Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.

35.4. A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.

35.5. Subject to the Articles the Board may:

35.5.1. apply Capitalised Sums in accordance with **Articles 35.3 and 35.4** partly in one way and partly another;

35.5.2. make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this **Article 35**; and

35.5.3. authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this **Article 35**.

36. Purchase of own Shares

36.1. Subject to the Act and prior written consent of an Investor Majority but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

(a) £15,000; and

(b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

37. Treasury Shares

The Company shall be permitted to hold Shares or any units, stocks or securities representative of Shares as Treasury Shares.