

THE COMPANIES ACT 2006

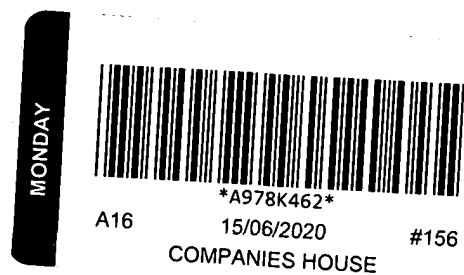
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

WORKCLUB HQ LIMITED

Company No 10897528



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(Adopted by special resolution passed on **29 November** 2019)

INTRODUCTION

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Articles:

Act: the Companies Act 2006.

Adoption Date: the date of adoption of these Articles.

Articles: the Company's articles of association for the time being in force.

Asset Sale: the disposal by the Company of all, or a substantial part of, its business and assets.

Company: means Workclub HQ Limited (Company number 10897528).

Directors: the directors of the Company from time to time.

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter).

Equity Shares: the Ordinary Shares and the Ordinary A Shares.

Issue Price: in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium.

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date.

Ordinary Shares: the ordinary shares of £0.00001 each in the capital of the Company.

Ordinary Shareholder: means the holder(s) of the Ordinary Shares.

Ordinary A Shares: the ordinary A shares of £0.00001 each in the capital of the Company.

Ordinary A Shareholder: means the holder(s) of the Ordinary A Shares.

Sale Proceeds: 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 and expenses payable by the selling Shareholders under that Share Sale).

Shareholder: a holder for the time being of any Share or Shares.

Shares: shares (of any class) in the capital of the Company and **Share:** shall be construed accordingly.

Share Sale: the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest, except where the identities of the shareholders in the buyer and the proportion of shares of the buyer held by each of them following completion of the sale are the same as the identities of the Shareholders and their respective shareholdings in the Company immediately before the sale.

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, in relation to a Transfer Notice (or Deemed Transfer Notice), "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax).

- 1.2 Headings in these Articles shall not affect the interpretation of these Articles.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the Adoption Date).
- 1.6 A reference in these Articles to:
 - (a) an **Article** is a reference to the relevant numbered article of these Articles; and
 - (b) a **model article** is a reference to the relevant article,

unless expressly provided otherwise.

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

3. Transactions or other arrangements with the Company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction

or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

4. Rights attaching to Shares

4.1 Dividends. Any distributable profits of the Company in any financial year shall be allocated and paid pro rata to the Shareholders according to their percentage shareholdings as though the Ordinary Shares and the Ordinary A Shares were a single class of Shares.

4.2 Voting. The voting rights attached to the Shares are as follows:

- (a) Each Ordinary Shareholder shall have the right to attend and to vote at any general meeting or on any other resolution of the Shareholders; and
- (b) Each Ordinary A Shareholder shall have the right to attend and to vote at any general meeting or on any other resolution of the Shareholders.

4.3 Capital distributions. On any return of capital as a result of the winding up of the Company, the Shareholders shall be entitled to participate in any surplus assets of the Company (following satisfaction of its liabilities) on a pro rata basis as though the Ordinary Shares and the Ordinary A Shares were a single class of Shares.

5. Exit Provisions

5.1 In the event of a Share Sale, the Sale Proceeds, shall be distributed to the Shareholders as follows:

- (a) first, in paying to Shareholders an amount in the following proportions:
 - (i) to the Ordinary A Shareholders, an amount equal to 99.999% of the Issue Price paid by the Ordinary A Shareholder for each Ordinary A Share and, if there is a shortfall in the Sale Proceeds remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the Ordinary A Shares pro rata to the aggregate amounts due under this article 5.1(a)(i) on each such Ordinary A Share held ; and
 - (ii) to the holders of the Ordinary Shares, an amount in aggregate equal to 0.001% of the Issue Price paid by the Ordinary Shareholders for each Ordinary Share and, if there is a shortfall in the Sale Proceeds remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the Ordinary Shares pro rata to the aggregate amounts due under this article 5.1(a)(ii) to each such Ordinary Share held;
- (b) second, after the distributions in 5.1.1(a) above, in paying any remainder in the following proportions until such point as, far as is possible, the amount paid up on

each Ordinary Share matches the highest amount paid up on each Ordinary A Share (the "**Catch-up Amount**"):

- (i) to the holders of the Ordinary Shares, a sum equal to 99.999% of the Catch-up Amount pro rata according to the number of Ordinary Shares by them; and
 - (ii) to the holder of the A Ordinary Shares, a sum equal to 0.001% of the Catch-up Amount pro rata according to the number of Ordinary A Shares held by them.
- (c) thereafter, the balance of the Sale Proceeds shall be distributed to the holders of the Equity Shares pro rata to the number of Equity Shares held, as if they constituted shares of the same class.

5.2 The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:

- (a) the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in article 5.1; and
- (b) each Shareholder shall take any reasonable action (to the extent lawful and within its control) required to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in article 5.1.

5.3 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in article 5.1, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, each Shareholder shall (to the extent lawful and within its control) take any reasonable action required so that article 5.1 applies.