

Registered Number: 11372063

**THE COMPANIES ACTS**  
**CRUNCH CLOUD ANALYTICS LIMITED**  
(the "Company")  
**PRIVATE COMPANY LIMITED BY SHARES**

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**RESOLUTIONS**  
**to which Chapter 3 of Part 3**  
**of the Companies Act 2006 applies**

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The following resolutions were passed in writing pursuant to Chapter 2 of Part 13 of the Companies Act 2006 as ordinary resolutions in respect of resolutions 1 and 2 and as special resolutions in respect of resolutions 3 and 4 on 6 September 2018:

**ORDINARY RESOLUTIONS**

1. **THAT** the directors be authorised pursuant to section 551 of the Companies Act 2006 to exercise all powers of the Company to allot and to grant rights to subscribe for or to convert any security into shares up to an aggregate nominal amount of £799 provided that this authority shall expire on the fifth anniversary of the date of this resolution, except that the Company may before such expiry make any offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by this resolution had not expired.

2. **THAT** the subscriber share, being the existing 1 Ordinary Share in the capital of the Company, be subdivided and re-designated as follows:

Prior to sub-division and re-designation	Following sub-division and re-designation
1 Ordinary Share of £1	100,000 A Shares of £0.00001



### SPECIAL RESOLUTIONS

3. **THAT** the articles of association, a copy of which is attached, be adopted as the articles of association of the Company in substitution for and to the exclusion of its existing articles of association.

4. **THAT** the directors be empowered pursuant to section 570 of the Companies Act 2006 to allot equity securities (as defined in section 560 of that Act) for cash pursuant to the general authority conferred on them by resolution 1 as if section 561 of that Act did not apply to any such allotment or sale. This authority shall expire, unless previously revoked or renewed by the Company, on the fifth anniversary of the date of this resolution except that the Company may before such expiry make any offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by this resolution had not expired.



Director/Secretary

Date 6 September 2018

**Company No: 11372063**

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**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION OF CRUNCH CLOUD ANALYTICS LIMITED**

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**Incorporated in England and Wales on 14 May 2018 under the Companies Act 2006**

**Adopted under the Companies Act 2006 by Special Resolution**  
**on 6 September 2018**



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## TABLE OF CONTENTS

1.	Definitions and Interpretation .....	1
2.	Directors: Appointment and Removal .....	6
3.	Directors: Powers and Responsibilities.....	7
4.	Directors: Decision Making .....	7
5.	Directors: Permitted Interests .....	8
6.	Directors: Authorisation of conflicts of interest .....	9
7.	Directors: Managing Conflicts of Interest .....	9
8.	Directors: Remuneration and Expenses .....	10
9.	Directors: Alternates .....	10
10.	Shareholders: Organisation of General Meetings .....	12
11.	Shareholders: Written Resolutions .....	12
12.	Shares: General .....	13
13.	Voting .....	13
14.	Shares: Allotment .....	14
15.	Shares: Transfer .....	14
16.	Shares: Permitted Transfers and Transmission of Shares .....	15
17.	Shares: Leavers .....	15
18.	Shares: Drag and Tag Process.....	15
19.	Shares: Option.....	17
20.	Shares: Option Price Calculation and Form of Payment .....	18
21.	Shares: Administrative Provisions .....	19
22.	Shares: Administrative Provisions for Options.....	20
23.	Shares: Valuation.....	21
24.	Shares: Liquidation preferences on a return of capital.....	22
25.	Shares: Distributions on a share sale or asset sale .....	23
26.	Shares: Dividends and other distributions .....	23
27.	Notices and Communications .....	24
28.	Directors: Indemnities.....	25

**ARTICLES OF ASSOCIATION**  
**OF**  
**CRUNCH CLOUD ANALYTICS LIMITED**  
**(the “Company”)**

**1. DEFINITIONS AND INTERPRETATION**

1.1 The model articles prescribed by the Companies Act 2006 for private companies limited by shares, as amended before the Adoption Date, are incorporated into and form part of these articles except insofar as they are excluded or modified by, or are inconsistent with, these articles. References in these articles to specific Model Articles are to the relevant numbered articles of those model articles.

1.2 In these articles, the following words and expressions shall have the following meanings unless expressly provided otherwise, and to the exclusion of any other meaning given by Model Article 1:

“**Acceptance Notice**” means a notice accepting an offer made in a Sale Notice;

“**acting in concert**” has the meaning given in the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers (as amended from time to time);

“**A Director**” means a director appointed or regarded as having been appointed as an A Director by the Majority A Shareholder pursuant to article 2.1 and including, unless otherwise stated, the duly appointed alternate of such a director;

“**Adoption Date**” means the date of adoption of these articles;

“**Appointor**” means in relation to any person appointed as an alternate pursuant to article 9.1, the director for whom that person is acting as alternate;

“**Asset Sale**” means the transfer by the Company of all, or substantially all of, its business and assets (in one transaction or a series of related transactions);

“**Asset Sale Proceeds**” has the meaning given in article 25.2;

“**A Shareholder**” means a holder of A Shares;

“**A Shares**” means A ordinary shares of £0.00001 each in the capital of the Company;

“**Associate**” in relation to an undertaking, means any other undertaking which is for the time being a parent undertaking of that undertaking or a direct or indirect subsidiary of the undertaking or any such parent undertaking, and in relation to an individual, means a person who would be regarded as being connected with that individual for the purposes of sections 252 to 255 Companies Act 2006 if that individual were a director of a company;

“**bankruptcy**” means an adjudication of bankruptcy by a court in England and Wales or Northern Ireland, and a “**bankrupt**” shall mean a person subject to such an adjudication of bankruptcy;

“**B Director**” means a director appointed or regarded as having been appointed as a B Director by the B Shareholders’ Representative in accordance with article 2.2 and including, unless otherwise stated, the duly appointed alternate of such a director;

“**B Shareholder**” means a holder of B Shares;

**“B Shareholders’ Representative”** means, as at the Adoption Date, Doug Rivers or such other person as is subsequently appointed to act from time to time pursuant to the terms of any shareholders’ agreement;

**“B Shares”** means B ordinary shares of £0.00001 each in the capital of the Company;

**“Business Day”** means a day which is not a Saturday or Sunday or public holiday in England;

**“Call Options”** means the rights granted to the Majority A Shareholder pursuant to article 19.2;

**“Chairman”** means the chairman (if any) of the board of directors of the Company;

**“company”** means a body corporate, wherever incorporated;

**“Consideration Shares”** means the ordinary shares in issue from time to time in the Parent Company;

**“control”** means (in relation to a company) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that company, whether through the ownership of voting securities in that or any other company, by contract or otherwise;

**“Drag Consideration”** has the meaning given in article 18.5;

**“Drag Offer”** means an offer such as is referred to in article 18.2;

**“Drag Terms”** means the terms included in a notice given pursuant to article 18.1;

**“Dragging Shareholders”** means the Shareholder(s) giving notice pursuant to article 18.1;

**“Dragged Shareholders”** means the Shareholder(s) to whom notice is given pursuant to article 18.1;

**“eligible director”** means, in relation to a matter proposed at a directors’ meeting, a director who is entitled to vote on that matter at that meeting, and in relation to a decision of the directors taken on any matter in accordance with Model Article 8, means a director who would have been entitled to vote on that matter had it been proposed as a resolution at a directors’ meeting;

**“employee”** means an individual who is employed by or who provides consultancy service to a member of the Wider Group;

**“First Call Option Period”** means the period commencing from the date which is the second anniversary of the Adoption Date until (but excluding) the date of commencement of the Put Option Period;

**“Group Companies”** or **“Group”** means the Company and its subsidiary undertakings from time to time, and a reference to a **“Group Company”** shall be a reference to any one of them;

**“Hurdle Value”** means, in relation to the B Shares, the aggregate of:

- (a) \$8,963,901;
- (b) the total amount paid from time to time to the Company by way of subscription monies for the issue of A Shares; and
- (c) interest on each such amount in (a) and (b) above, accruing on a daily basis (in the case of (a), from Completion and in the case of (b), from the date of issue of the relevant A Shares) at the rate of 5% per annum and compounding annually on each anniversary of the date of Completion;

**“Independent Accountant”** means the independent chartered accountant appointed pursuant to article 23;

**“ITEPA”** means the Income Tax (Earnings and Pensions) Act 2003;

**“Leaver”** means:

- (a) any individual who for any reason, including death, ceases to be (and does not remain as) an employee, and for these purposes an individual shall cease to be (and will not remain as) an employee of a Wider Group Company on the Leaving Date applicable to that employee; and
- (b) any individual who is determined by an independent medical expert appointed by the Board, subject to the Majority A Shareholder having consented in advance to the identity of such expert, to be suffering from an illness or disability giving rise to permanent incapacity;

**“Leaving Date”** means in relation to a Leaver:

- (a) where the Leaver concerned is an employee of any Wider Group Company (whether or not also a director), the date on which his employment comes to an end (which in the case of notice, whether given by the employee to his employer or by his employer to the employee, shall be deemed for the purposes of these articles to be the date when notice is given or, if the board of directors so resolves with the consent of any A Director, the date when that notice expires);
- (b) where the Leaver concerned is a director (but not an employee) of any Wider Group Company, the date on which he ceases to hold office as a director; or
- (c) where the Leaver concerned is a Leaver by reason of death or illness or disability giving rise to permanent incapacity, the date of death or the relevant independent medical expert report (as the case may be);

**“MAR”** means the Market Abuse regulations (Regulation 596/2014) and any delegated regulations thereunder (including, for the avoidance of doubt, Commission Delegated Regulations (EU) 2016/522);

**“Market Value”** means the market value of all of the shares then in issue as at the date on which the Put Option is exercised (or deemed exercised), as agreed or determined in accordance with these Articles (having applied the principles contained in article 23.2);

**“Majority A Shareholder”** means the holder(s) for the time being of a majority of the A Shares;

**“Option”** means the Put Option or the Call Options, as the context requires;

**“Option Completion Date”** means:

- (a) in the case of exercise of a Call Option, the date falling five (5) Business Days after the date on which the Call Option is exercised; and
- (b) in the case of exercise of the Put Option, subject to the terms of any shareholder’s agreement and further subject to articles 19.7 and 22.2, the date falling sixty (60) days after the date on which all of the Option Prices have become final and binding (or, if that date is not a Business Day, the Business Day thereafter);

**“Option Notice”** means a notice given pursuant to article 19.3 or article 19.4;

**“Option Price”** means (subject to any adjustments as may be determined in accordance with any shareholders’ agreement);

(a) in the case of exercise of either of the Call Options, an amount per Option Share equal to £0.00001;

(b) in the case of exercise of the Put Option, an amount per Option Share equal to:

*[0.3 x (Market Value less Hurdle Value)] divided by the total number of Option Shares then in issue;*

**“Option Price Statement”** has the meaning given in article 20.3;

**“Option Sellers”** means all the B Shareholders;

**“Option Shares”** means: (i) in the case of the Put Option being exercised, all of the Vested Shares held by the Option Sellers on the date of the Option Notice; or (ii) in the case of either of the Call Options being exercised, all of the Shares held by the Option Sellers on the date of the Option Notice;

**“Parent Company”** the Company’s ultimate holding company from time to time being, at the Adoption Date, YouGov Plc (incorporated in England with company number 03607311);

**“Permitted Transfer”** means a transfer pursuant to article 16.1;

**“Put Option”** means the right granted to each of the Option Sellers pursuant to article 19.1;

**“Put Option Period”** means the period commencing on the date on which the annual accounts in respect of the financial year of the Company ending on 31 July 2021 are approved by the board of directors and ending on the date on which the annual accounts in respect of the financial year of the Company ending on 31 July 2023 are approved by the board of directors;

**“Relevant B Shareholder”** has the meaning given in article 17.1;

**“Relevant Matter”** means in relation to any director a matter which may constitute or give rise to a breach of duty by that director under section 175 Companies Act 2006;

**“Relevant Stock Exchange”** means the AIM market of London Stock Exchange plc (or any of its successor entities from time to time) or any other recognised stock exchange (within the meaning given to that term by section 1005 of the Income Tax Act 2007);

**“Sale Notice”** means a notice to the Company offering to sell the entire legal and beneficial interest in shares registered in the name of the shareholder giving (or deemed to give) that notice;

**“Sale Price”** means, in the case of article 17 and each Unvested Share, an amount equal to £0.00001;

**“Sale Shares”** means in relation to a Leaver in the case of article 17, all of the Unvested Shares registered in that Leaver’s name;

**“Second Call Option Period”** means a date which is at any time after expiry of the Put Option Period;

**“secretary”** means the secretary of the Company, if any, or any other person appointed to perform the duties of secretary of the Company, including a joint, assistant or deputy secretary, if any;

**“Seller”** means a B Shareholder who is deemed to give a Sale Notice in the case of article 17;

**“shares”** means shares of any class in the capital of the Company from time to time;

**“Share Sale”** means the transfer of (or the grant of a right to acquire or to dispose of) any of the Shares (in one transaction or a series of related transactions) to a person (or persons acting in



concert), other than the Majority A Shareholder or any of its Associates, which will result in that person (or persons acting in concert) acquiring control of the Company;

“**Share Sale Proceeds**” has the meaning given in article 25.1;

“**shareholder**” means a person whose name is entered on the register of shareholders of the Company as the holder of a share and, in relation to shares, “**holder**” shall have the same meaning;

“**shareholders’ agreement**” means any agreement binding on some or all shareholders which relates (in whole or in part) to the management of the business of the Company and/or the rights and obligations of each such shareholder in its capacity as shareholder as well as any agreement to which the Company and (inter alia) a subscriber of B Shares are a party, setting out the terms on which any B Shares will be acquired including (without limitation) the Hurdle Value for the B Shares that are being subscribed for;

“**Surplus Assets**” has the meaning given in article 24.1;

“**UKLA**” means the UK Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000;

“**United Kingdom**” means Great Britain and Northern Ireland;

“**Unvested Shares**” means (i) in relation to a Leaver whose Leaving Date falls on or before the two year anniversary of his first being issued B Shares, all of the B Shares held by him, and (ii) in relation to a Leaver whose Leaving Date falls after the two year anniversary of his first being issued B Shares, all of the B Shares held by him which do not qualify as Vested Shares in accordance with these Articles;

“**Vested Shares**” means (i) in relation to a Leaver whose Leaving Date falls on or before the two year anniversary of his first being issued B Shares, none of the B Shares held by him; and (ii) in relation to a Leaver whose Leaving Date falls after the two year anniversary of his first being issued B Shares, such number of B Shares as is equal to:

$$H + ((C/D) \times H)$$

*where (in each case rounding down in the case of a fractional settlement):*

- *$\underline{H}$  is equal to half of the B Shares held by the Leaver*
- *$\underline{C}$  is equal to the lower of: (i) the number of days from the two year anniversary of his first being issued B Shares up to and including his Leaving Date; and (ii) 730*
- *$\underline{D}$  is equal to 730*

“**Wider Group Companies**” or “**Wider Group**” means the Company and its group undertakings from time to time, and a reference to a “**Wider Group Company**” shall be a reference to any one of them; and

“**writing**” means a method of representing or reproducing words, symbols or other information by any method or combination of methods, whether in electronic form, hard copy or in any other legible and non-transitory form and “**written**” shall be construed accordingly.

- 1.3 Unless the context requires otherwise, and subject to Model Article 1, references in these articles to any statute or statutory provision or to any subordinate legislation, code or guideline, are references to the same as from time to time amended, re-enacted, modified, extended, varied, superseded, replaced, substituted or consolidated.

- 1.4 Unless the context requires otherwise, references in these articles to a right to acquire shares include a right to acquire shares by reason of the exercise of an option or warrant over shares or the conversion of any security convertible into shares.
- 1.5 Unless the context requires otherwise, references in these articles to a transfer of any share include a transfer or grant of any interest in any share or of any right attaching to any share, whether by way of sale, gift, holding on trust, declaration of trust, charge, mortgage, pledge or in any other way, and whether at law or in equity, and also include an agreement to make any such transfer or grant or to exercise the voting rights attaching to a share at the direction of any third party and any direction by a shareholder entitled to an allotment or transfer of shares that such shares be allotted or transferred to any other person.
- 1.6 Unless the context requires otherwise, references in these articles to “**issued shares**” or “**shares in issue**” exclude shares held as treasury shares and references in these articles to the “**holder**” of shares exclude the Company as the holder of shares held as treasury shares.
- 1.7 Unless the context requires otherwise, references in these articles to a conflict of interest include a conflict of interest and duty and a conflict of duties.
- 1.8 Unless the context requires otherwise, references in these articles In these articles, the words “**other**”, “**including**”, “**includes**”, “**include**”, “**in particular**” and any similar words, shall not limit the general effect of words that precede or follow them and accordingly, the *ejusdem generis* rule shall not apply.
- 1.9 Unless the context otherwise requires, use of the singular includes the plural and vice versa and use of any gender includes the other genders.

## **2. DIRECTORS: APPOINTMENT AND REMOVAL**

- 2.1 The Majority A Shareholder may from time to time appoint as directors up to two persons and to remove from office any person so appointed. This article 2.1 may not be amended without the prior written consent of the Majority A Shareholder.
- 2.2 Subject to the terms of any shareholders’ agreement and to article 17.4, Doug Rivers shall have the right, for so long as he is not then a Leaver, to appoint as a director one individual willing to act and permitted by law to hold office, and remove from office any individual so appointed. This article 2.2 may not be amended without the prior written consent of Doug Rivers for so long as he is the B Shareholders’ Representative and provided that he is not then a Leaver.
- 2.3 Any person or individual who is designated on the Adoption Date as an A Director or a B Director by the holders on that date of all the issued shares in the Company shall be regarded for the purposes of these articles as having been appointed as an A Director pursuant to article 2.1 or (as the case may be) a B Director pursuant to article 2.2 and shall count towards the number of A Directors capable of being appointed pursuant to article 2.1 or (as the case may be) the number of B Directors capable of being appointed pursuant to article 2.2.
- 2.4 No director may be appointed other than pursuant to article 2.1 or 2.2. Model Article 17 shall not apply.
- 2.5 Subject to article 2.3, any appointment or removal of a director pursuant to article 2.1 or 2.2 shall be made by notice to the Company signed by the shareholder(s) entitled to appoint or remove that director. Any such appointment or removal shall take effect when the notice is received or at any later time specified for the purpose in the notice.

- 2.6 Each A Director and each B Director shall be entitled, at his or her request and while holding office as an A Director or a B Director (as the case may be), to be appointed to any committee of the directors of the Company constituted from time to time.
- 2.7 Without prejudice to Model Article 19, an individual shall cease to be a director on being removed from office pursuant to article 2.1 or 2.2, or on being convicted of a criminal offence (other than an offence under the Road Traffic Acts not involving a custodial sentence or elsewhere for which a fine or non-custodial penalty is imposed) if a majority of the other directors resolve that his office be vacated or on ceasing to hold office pursuant to article 17.4.

### **3. DIRECTORS: POWERS AND RESPONSIBILITIES**

Subject to these articles, the shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the directors have done before the passing of the resolution. Model Article 4 shall not apply.

### **4. DIRECTORS: DECISION MAKING**

#### ***Calling a directors' meeting***

- 4.1 Unless otherwise agreed by all the eligible directors in relation to a particular meeting, the Company shall give not less than two Business Days' prior written notice of the time, date and location of each meeting of the directors. Any such notice shall be accompanied by a written agenda specifying in reasonable detail the matters to be discussed at that meeting together with copies of all documents which are to be discussed at that meeting.
- 4.2 Unless otherwise agreed by all the directors entitled to vote on the item of business in question, no item of business shall be discussed or voted on at a meeting of the directors, or at any adjournment of any such meeting, unless included in the agenda accompanying the notice convening that meeting.
- 4.3 Except as otherwise provided in these articles, notice of a meeting of the directors must be given to each director, including one who is absent for the time being from the United Kingdom.
- 4.4 Notice of a meeting of the directors need not be given to directors who are not entitled to receive notice or who have waived their entitlement to notice of that meeting by giving notice to that effect to the Company in advance of the meeting or not more than seven days after the date on which the meeting is held. The giving of such notice of waiver after the meeting has been held shall not affect the validity of the meeting, or of any business conducted at it.
- 4.5 Model Articles 9(2) to 9(4) shall not apply.

#### ***Voting at directors' meetings***

- 4.6 Subject to these articles, each eligible director participating in a directors' meeting shall have one vote on each resolution. Resolutions put to the vote shall be decided by simple majority.
- 4.7 If, at the time of any directors' meeting, the Majority A Shareholder has not appointed all the directors that it is entitled to appoint pursuant to article 2.1, or if at a directors' meeting not all of the A Directors then holding office are present, then the A Directors present and entitled to vote shall be entitled collectively to cast such number of additional votes in aggregate as could be cast by the maximum number of A Directors which the Majority A Shareholder is entitled to appoint.

#### ***Quorum for directors' meetings***

- 4.8 Subject to article 4.9, the quorum for the transaction of each item of business of the directors shall be two directors (including one A Director and one B Director), both of whom must be eligible directors in relation to that item of business. Model Article 11(2) shall not apply.
- 4.9 The quorum for transaction of an item of business of the directors may be one A Director who is an eligible director if the B Director is not an eligible director in relation to that item of business (or if no B Director is then in office).
- 4.10 If a quorum is not present at a directors' meeting for the transaction of any item of business, no proposal related to that item of business shall be voted on, and for the purpose of considering any such item of business, the meeting shall (after the conclusion of all other items of business in relation to which a quorum is present) be adjourned to the same time and place seven days later. Notice of the adjourned meeting shall be given to all directors. If a quorum is not present at any such adjourned meeting, then those directors present will constitute a quorum.

## **5. DIRECTORS: PERMITTED INTERESTS**

- 5.1 Each director shall comply with the duties specified in sections 177 and 182 Companies Act 2006 to declare the nature and extent of any direct or indirect interest in any proposed or existing transaction or arrangement with the Company as if those sections also referred to proposed or existing transactions or arrangements with any Group Company. In relation to other actual or potential conflicts of interest of which he is aware, each director shall declare the nature and extent of the conflict at a meeting of the directors, or as otherwise determined by the directors, save to the extent that the other directors are already aware of the nature and extent of the conflict, and for this purpose the other directors shall be treated as aware of anything of which they ought reasonably to be aware.
- 5.2 Provided that he has declared the nature and extent of any relevant interest of his in accordance with and to the extent required by article 5.1, and subject to the terms of any authorisation of any Relevant Matter given in accordance with article 6, a director may vote on any matter at a directors' meeting, subject only to article 5.3, save that no director may vote on the authorisation by the directors of a Relevant Matter relating to himself. Model Article 14 shall not apply.
- 5.3 Notwithstanding any other provision of these articles, if any item of business of the directors involves or might involve the exercise, assertion or taking conduct of any claim, right or proceeding by any Group Company against a director or a shareholder or by any director or shareholder against a Group Company, then any director in question or (as the case may be) any director appointed or regarded as having been appointed by the shareholder in question, alone or with other shareholders, shall not be entitled to vote on any resolution, or take part in the making of any decision of the directors, relating to that matter. Accordingly no such director shall be an eligible director in relation to the matter or be entitled to exercise any power of the Company in relation to the matter.
- 5.4 The rights referred to in article 5.3 include a right to give notice under, make a claim under or terminate any agreement between a Group Company and a director or a shareholder, and a right under these articles to require a shareholder to supply information to the Company or to declare shares to be subject to any of the restrictions referred to in section 797(1) Companies Act 2006 or to deem a shareholder to have given a Sale Notice.
- 5.5 If and to the extent that a majority of the other directors so elect in any case, any person who by reason of article 5.3 is not an eligible director in relation to any matter shall not be entitled to receive notice of board or board committee meetings called to discuss that matter, or any

directors' written resolutions relating to that matter, or to attend, speak or be counted in the quorum at any meeting of the directors or any committee of the directors to the extent relating to that matter, or receive or require copies of any board papers (including board minutes, draft minutes or records of unanimous resolutions of the directors passed in accordance with Model Article 8) or other papers or legal advice provided to any Group Company in connection with any such matter.

- 5.6 Any director may make such disclosures in relation to the Group Companies to the shareholder(s) appointing him (and those of its/their Associates which hold any shares) as he thinks appropriate in his sole discretion, and to the extent permitted by applicable law, any director may in the discharge of his duties as a director have regard to and represent the interests of any such shareholder(s) or any such Associate.

## **6. DIRECTORS: AUTHORISATION OF CONFLICTS OF INTEREST**

- 6.1 Any Relevant Matter may be authorised by the directors.
- 6.2 Any authorisation of a Relevant Matter by the directors shall, unless it states otherwise, extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Relevant Matter in question.
- 6.3 Any authorisation of a Relevant Matter by the directors shall be subject to such conditions and limitations as the directors may specify, whether at the time of giving the authorisation or subsequently, including any such conditions and limitations as are specified in article 5.5. The directors may at any time terminate or vary any authorisation of a Relevant Matter, including by imposing new conditions and limitations, provided that no such termination or variation shall have retrospective effect.
- 6.4 Any Relevant Matter, in the context of the proposed appointment of a director, which arises by reason of the individual in question being a director, employee, member or partner of, or a consultant to (i) any shareholder who proposes to appoint him pursuant to article 2.1 or 2.2, (ii) any Associate of any such shareholder or (iii) any undertaking in which that shareholder or any Associate of that shareholder has an interest, is hereby authorised without any conditions or limitations.
- 6.5 The shareholders shall be entitled, by ordinary resolution or by any higher majority as is required by law, to authorise a Relevant Matter, whether or not authorisation has previously been requested from and/or refused by the directors pursuant to this article 6.4. In the case of a Relevant Matter such as is referred to in article 6.4, then notwithstanding any other provision of these articles, on any resolution which is proposed in general meeting (either on a show of hands or on a poll) to authorise that Relevant Matter or to alter these articles so as to result in the deletion or amendment of this article, the votes cast by any shareholders voting in favour of that resolution shall in aggregate carry such number of votes as is required to pass that resolution.
- 6.6 Articles 6.2 and 6.3 and article 7 shall apply mutatis mutandis to any authorisation of a Relevant Matter by the shareholders as they apply to an authorisation by the directors.

## **7. DIRECTORS: MANAGING CONFLICTS OF INTEREST**

- 7.1 No director shall, by reason of his office as director of the Company (or by reason of the fiduciary relationship established by his holding that office), be liable to account to the Company for any benefit derived from any Relevant Matter that has been authorised in accordance with these articles to the extent that he acts in accordance with the terms of that authorisation or for any

benefit derived from any actual or proposed transaction or arrangement with any Group Company if he has complied with article 5.1 with regard to that actual or proposed transaction or arrangement.

7.2 No director shall infringe any duty specified in sections 171 to 177 Companies Act 2006 by reason of:

7.2.1 acting in accordance with the terms of an authorisation of a Relevant Matter in accordance with these articles;

7.2.2 entering into any actual or proposed transaction or arrangement with any Group Company if he has complied with article 5.1 with regard to that actual or proposed transaction or arrangement;

7.2.3 absenting himself from discussions (at a meeting of the directors or otherwise), or excluding himself from receipt or review of any document or information, involving any Relevant Matter relating to him, or any actual or proposed transaction or arrangement in relation to which he has complied with article 5.1.

7.3 Provided that he has declared the nature and extent of any relevant interest of his in accordance with and to the extent required by article 5.1, and subject to the terms of any authorisation of any Relevant Matter given in accordance with article 6, no director shall be under any obligation to disclose to any Group Company, or use for the benefit of any Group Company, any information obtained by him otherwise than by reason of being a director if to do so would amount to a breach of confidence or duty owed to a third party. In authorising any Relevant Matter, the directors may decide that the director in question should be under no such obligation.

## **8. DIRECTORS: REMUNERATION AND EXPENSES**

8.1 No director shall be entitled to any fee in respect of the holding of his office.

8.2 Except as otherwise provided in these articles, the directors may exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director or former director who holds or has held any executive office or employment with the Company or with any undertaking which is or has been a Group Company or with a predecessor in business of the Company or of any such company, and for any member of his family (including a spouse, former spouse, civil partner or former civil partner) or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such benefit.

8.3 Except as otherwise provided in these articles, the directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiary undertakings (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary undertaking.

## **9. DIRECTORS: ALTERNATES**

9.1 The Majority A Shareholder may appoint any person (willing so to act) as an alternate of any A Director, and (subject to the terms of any shareholders' agreement) the B Shareholders' Representative may appoint any person (willing so to act) as an alternate of any B Director, to exercise (in the absence of the A Director or B Director in question) that director's powers as a director generally, and in particular to carry out that director's responsibilities in relation to the taking of decisions by the directors. An alternate director appointed by a shareholder in

- accordance with this article 9.1 shall not count towards the number of directors capable of being appointed by the shareholder pursuant to article 2.
- 9.2 Any appointment or removal of an alternate pursuant to article 9.1 shall be made by notice to the Company signed by the shareholder(s) entitled to appoint or remove that alternate, specifying the Appointor in the case of a notice of appointment. Any such appointment or removal shall take effect when the notice is received or at any later time specified for the purpose in the notice.
- 9.3 An alternate director has the same rights, in relation to any directors' meeting or decision of the directors, as the alternate's Appointor.
- 9.4 Except as these articles specify otherwise, alternate directors are deemed for all purposes to be directors, are liable for their own acts and omissions, are subject to the same restrictions as their Appointors, and are not deemed to be agents of or for their Appointors.
- 9.5 Subject to article 9.6, a person who is an alternate director, but not a director:
- 9.5.1 may be counted for the purposes of determining whether there is a quorum for the transaction of any item of business at a directors' meeting, and may vote on any item of business at a directors' meeting, but only in either case if his Appointor is not present and would have been an eligible director in relation to that item of business had he been present; and
- 9.5.2 may take part in decisions of the directors taken in accordance with Model Article 8 (unanimous decisions) provided that his Appointor does not take part in taking the decision but would have been an eligible director in relation to that decision had he taken part in taking it.
- 9.6 A person may be appointed as the alternate director of more than one director. Where a person is appointed as the alternate director of more than one director, or is an alternate director and a director himself, that alternate director:
- 9.6.1 may be counted more than once for the purposes of determining whether there is a quorum for the transaction of any item of business at a directors' meeting, and shall be entitled at meetings of the directors to one vote on any item of business in respect of every director by whom he has been appointed, in addition to his own vote (if any) as a director, but only in either case in relation to any Appointor if that Appointor is not present and would have been an eligible director in relation to that item of business had he been present; and
- 9.6.2 shall be entitled to take part in decisions of the directors taken in accordance with Model Article 8 (unanimous decisions) on behalf of each Appointor who does not take part in taking the decision but would have been an eligible director in relation to that decision had he taken part in taking it, as well as being able to take part in taking the decision for himself if he is a director.
- 9.7 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration of the alternate's Appointor as the Appointor may direct by notice in writing made to the Company.
- 9.8 An alternate's appointment as an alternate for a particular Appointor shall terminate:
- 9.8.1 when the alternate is removed from office pursuant to article 9.1;
- 9.8.2 on the death of that Appointor;

- 9.8.3 when the directorship of that Appointor terminates; or
- 9.8.4 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the Appointor, would result in the termination of the Appointor's appointment as a director.

## **10. SHAREHOLDERS: ORGANISATION OF GENERAL MEETINGS**

### ***Quorum for general meetings and adjourned general meetings***

- 10.1 No business shall be transacted at any general meeting (or adjourned meeting) unless a quorum is present. A quorum shall require attendance by the Majority A Shareholder (in the case of an individual) in person or by proxy or (in the case of a company) by duly authorised representative or by proxy. Section 318(2) Companies Act 2006 shall not apply.
- 10.2 If a quorum is not present within half an hour of the time at which a general meeting was due to start or if during a general meeting a quorum ceases to be present, the chairman of the meeting shall adjourn the meeting.
- 10.3 Where a meeting is adjourned as required by article 10.2, it shall be reconvened at the same place and time seven days later, and notice of the adjourned meeting shall be given to each shareholder. If such a quorum is not present within half an hour of the time at which the adjourned meeting was due to start or if during an adjourned meeting a quorum ceases to be present, the shareholders present will constitute a quorum.
- 10.4 Model Articles 41(1), 41(4) and 41(5) shall not apply.

### ***Notice deemed received***

- 10.5 A shareholder present in person or by proxy at any general meeting of the Company shall be deemed to have received notice of the meeting and, where relevant, of the purposes for which it was called.

### ***Class meetings***

- 10.6 Save as otherwise provided by the Companies Act 2006 in relation to meetings or resolutions of holders of a class of shares, including meetings or resolutions to consider the variation of class rights, the provisions of these articles relating to general meetings and written resolutions shall apply, with any necessary modifications, to any separate general meeting or written resolution of the holders of the shares of any class required to take place by the Companies Act 2006 or these articles, except that the necessary quorum at any such meeting (other than a meeting to consider the variation of class rights) shall be one shareholder holding shares of the relevant class present in person or by proxy and any shareholder may request a class meeting.

## **11. SHAREHOLDERS: WRITTEN RESOLUTIONS**

- 11.1 Any A Shareholder may require the Company to circulate a written resolution and if any A Shareholder does so, the provisions of sections 292(1) to (3) (inclusive) and sections 292(6), 293, 294 and 295 Companies Act 2006 shall apply mutatis mutandis to that request as if it were a request made by shareholders pursuant to section 292 Companies Act 2006.
- 11.2 In the event that any resolution is proposed as a written resolution, the form of written resolution shall:
  - 11.2.1 provide for every eligible member (within the meaning of section 289 Companies Act 2006 as in force on the Adoption Date) to be able to indicate whether it is voting for the



proposed resolution or against the proposed resolution (and if more than one resolution is proposed, such voting alternatives shall be provided for each resolution); and

- 11.2.2 require each such eligible member to return his authenticated document to the same named individual at the Company, to be held on behalf of and as agent for the relevant shareholder (and not to be delivered to the Company) until the date on which that individual has received authenticated documents (indicating either a vote for or against the relevant resolution) from each such eligible member (or if earlier, the day before the date on which the written resolution would otherwise lapse in accordance with section 297 Companies Act 2006).

## **12. SHARES: GENERAL**

- 12.1 Model Article 22(2) shall not apply.
- 12.2 The A Shares and the B Shares shall constitute separate classes of shares but except as expressly provided otherwise in these articles, shall rank *pari passu* in all respects.
- 12.3 The Company may purchase its own shares for cash in accordance with section 692(1)(b) Companies Act 2006.
- 12.4 If at any time the Company has only one class of share in issue, these articles shall be read as if they do not include reference to any other class of share, and in particular shall not require the presence at board meetings or the participation in board decisions of a director appointed by the holders of a class of shares which is no longer in issue or require the presence at general meetings of the holders of any such class of shares.
- 12.5 Where a Shareholder agrees not to exercise, or waives, its voting rights in relation to any Shares held by it, it has no right to vote at meetings of Shareholders, and it is not entitled to vote on a written resolution in respect of those Shares.
- 12.6 The Company has no right to attend or vote at meetings of Shareholders and it is not entitled to vote on a written resolution, in respect of any Shares held in treasury.
- 12.7 The Company may, in accordance with section 692(1ZA) of the Companies Act 2006, purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Companies Act 2006, up to an aggregate purchase price in a financial year of the lower of:
  - 12.7.1 £15,000.00; or
  - 12.7.2 the nominal value of 5% of the Company's fully paid share capital as at the beginning of the financial year.

## **13. VOTING**

- 13.1 The A Shareholders shall, in respect of their A Shares, have the right to receive notice of and to attend and speak and vote (either on a show of hands or on a poll) at all general meetings of the Company and to receive copies of and vote on any proposed written resolution of the Company and, on a poll and on any written resolution, each A Share shall carry one (1) vote.
- 13.2 The B Shareholders shall not, in respect of their B Shares, have the right to receive notice of or to attend and speak or vote (either on a show of hands or on a poll) at any general meetings of the Company or to receive copies of or vote on any proposed written resolution of the Company.

**14. SHARES: ALLOTMENT**

***Pre-emption***

- 14.1 Unless the Majority A Shareholder and the B Shareholders' Representative have consented otherwise, the Company may not allot any equity securities.

***Section 431 and analogous elections***

- 14.2 No shares shall be allotted to any director or employee, or any proposed director or employee, unless that individual has first entered into a joint section 431 ITEPA election (in respect of any such UK-tax resident individuals), an election pursuant to section 83(b) of the US Internal Revenue Code (in respect of any such US-tax resident individuals) or any analogous election in any relevant jurisdiction with the Company, if required to do so by the directors.

**15. SHARES: TRANSFER**

- 15.1 No B Share may be transferred at any time except in accordance with any of article 16 (*Permitted Transfers*), article 17 (*Leavers*), article 18 (*Drag and Tag*) or article 19 (*Option*). Any purported transfer in breach of these articles shall be void.
- 15.2 The directors shall refuse to register a transfer of shares prohibited by or effected in breach of these articles and, notwithstanding any other provisions of these articles, shall refuse to register a transfer of shares to a minor or a bankrupt or to any director or employee, or any proposed director or employee, who (having been required to do so by the directors) has not entered into a joint section 431 ITEPA election (in respect of any such UK-tax resident individuals), an election pursuant to section 83(b) of the US Internal Revenue Code (in respect of any such US-tax resident individuals) or any analogous election in any relevant jurisdiction with the Company.
- 15.3 The directors shall, notwithstanding any provisions of these articles, refuse to register a transfer of shares unless the duly executed and stamped transfer is lodged with the Company together with:
- 15.3.1 the certificate(s) for the shares to which the transfer relates or an indemnity in lieu of the certificate(s) in a form reasonably satisfactory to the directors;
  - 15.3.2 if required by the directors, evidence that the proposed transferee has first agreed to be bound, in accordance with its terms, by any applicable provisions of any shareholders' agreement then in force with effect from the date of the transfer.
- 15.4 Unless under these articles the directors have an express discretion or are obliged to refuse to register the transfer of any share, the directors shall register any transfer permitted by or effected in accordance with these articles as soon as practicable. Model Article 26(5) shall not apply.
- 15.5 Any B Share transferred to an A Shareholder shall, on the registration of that transfer, be redesignated as an A Share.
- 15.6 The directors may from time to time require any person to supply to the Company such information as they think relevant in order to determine if a breach of these articles has occurred. Unless they receive information within 30 days of the date of their request showing that no breach has occurred, the directors may declare any relevant shares to be subject to any or all of the four restrictions referred to in section 797(1) Companies Act 2006 until they decide otherwise or until such time as such information is supplied.

**16. SHARES: PERMITTED TRANSFERS AND TRANSMISSION OF SHARES**

- 16.1 Except as otherwise provided in these articles, the following transfers of shares may be made at any time and at any price:
- 16.1.1 a transfer pursuant to the terms of any shareholders' agreement for the time being in force; or
  - 16.1.2 a transfer at any time of the entire legal and beneficial interest in any of its shares by an A Shareholder; or
  - 16.1.3 a transfer of the entire legal and beneficial interest in any share by the personal representatives of a deceased shareholder, in accordance with the provisions of that deceased shareholder's will or the laws of intestacy.
- 16.2 A transmittee of a share who produces such evidence of entitlement to that share as the directors may properly require may choose to become the holder of that share. No transmittee of a share shall have any right to have any other person nominated by him registered as the transferee of that share.
- 16.3 Pending any transfer of shares to a transmittee, the transmittee shall have the same rights as the shareholder from whom he derives title, save that a transmittee shall not have the right to attend or vote at general meetings or class meetings, or to agree to a proposed written resolution of the shareholders or any class of shareholders, in respect of shares to which he is entitled by reason of a shareholder's death or bankruptcy or otherwise unless he becomes the shareholder of those shares. Model Articles 27(2) and 27(3) shall not apply.

**17. SHARES: LEAVERS**

- 17.1 If a B Shareholder becomes a Leaver, the A Directors may at any time after his Leaving Date, by notice to the B Shareholders' Representative, deem that B Shareholder ("**Relevant B Shareholder**") to have given a Sale Notice in respect of all of the Unvested Shares registered in his name.
- 17.2 Any Sale Notice deemed to have been given pursuant to this article 17 shall not be revocable except with the consent of all of the directors. Any such Sale Notice shall be deemed to constitute an unconditional offer by the Relevant B Shareholder to sell the entire legal and beneficial interest in the Sale Shares at the Sale Price. Such offer shall be deemed to be made to the A Shareholder(s) on the date that the Sale Notice is deemed given.
- 17.3 Article 21 sets out the procedure for acceptance of an offer made by the Relevant B Shareholder pursuant to this article.
- 17.4 If a B Shareholder becomes a Leaver, the voting rights (if any) or rights (if any) to appoint a director pursuant to article 2 shall cease to be exercisable in respect of any B Shares held by that B Shareholder, and that B Shareholder (and any person appointed by it) shall on becoming a Leaver cease to hold office as a director.

**18. SHARES: DRAG AND TAG PROCESS**

- 18.1 If the Majority A Shareholder wishes, at any time, to transfer all of its shares to a potential buyer who has offered to buy those shares on bona fide arms' length terms, it must notify the other shareholders of:
- 18.1.1 the fact that it wishes so to transfer all of its shares;

- 18.1.2 the identity of the potential buyer (and, if the potential buyer is a body corporate, the persons believed by the holders of the shares in question to control that body corporate);
  - 18.1.3 the value the offer ascribes to all of the shares then in issue in accordance with the terms of the offer (and the quantum of the consideration payable per share when such aggregate amount is allocated between the shares as if it were Share Sale Proceeds);
  - 18.1.4 the date(s) on which the consideration is payable, and an explanation of any choice of consideration offered; and
  - 18.1.5 any condition to which the sale and purchase is subject.
- 18.2 Any notice duly given pursuant to article 18.1 may be accompanied by an irrevocable offer from the potential buyer to the Dragged Shareholders offering to buy each of the Dragged Shareholders' shares at the Drag Consideration applying to that share and otherwise on the Drag Terms. Any such offer shall specify the means and by when the offer is to be accepted.
- 18.3 Subject to articles 18.6 and 18.7, on the receipt of a Drag Offer the Dragged Shareholders shall be required to sell to the potential buyer, on the Drag Terms, the entire legal and beneficial ownership of each of the shares then registered in their names for an amount per share equal to the Drag Consideration for that share free from all charges, liens and encumbrances and otherwise with full title guarantee but otherwise without giving or making any warranty, representation, indemnity or covenant to, or in favour of, the potential buyer or any of the shareholders selling shares.
- 18.4 If the notice given pursuant to article 18.1 is not accompanied by a Drag Offer, then each Dragged Shareholder may by notice given to the potential buyer, require the potential buyer to acquire, on the Drag Terms, the entire legal and beneficial ownership of all of the shares then registered in its name for an amount per share equal to the Drag Consideration for that share free from all charges, liens and encumbrances and otherwise with full title guarantee but otherwise without giving or making any warranty, representation, indemnity or covenant to or in favour of the potential buyer or any of the shareholders selling shares.
- 18.5 For the purposes of this article 18, "**Drag Consideration**" for a share means the consideration to be received by the Dragged Shareholder in relation to that share (and in determining the consideration per share to be received by the Dragging Shareholders, the circumstances of the proposed sale as a whole shall be taken into account and the consideration in aggregate payable for all of the shares shall be allocated between the shares as if it were the Share Sale Proceeds).
- 18.6 If the sale or purchase of any shares pursuant to this article 18 would require the prior approval of the Parent Company under the rules of any securities market or stock exchange on which the Parent Company's shares are traded, including (without limitation) the Listing Rules of the UKLA, then the obligations of the Dragging Shareholders shall be conditional on that approval being obtained. In such circumstances the Dragging Shareholders shall cause a meeting of the Parent Company's shareholders to be convened as soon as is reasonably practicable in order to seek that approval.
- 18.7 The Dragged Shareholders shall not be required to sell any of their shares pursuant to article 18.3 unless the sale of all of the shares held by the Dragging Shareholders is completed simultaneously and on the Drag Terms, and where the Dragged Shareholders give notice pursuant to article 18.4, the Dragging Shareholders may not sell any of their shares to the potential buyer in question *unless the sale of all the shares is completed simultaneously and on the Drag Terms.*

- 18.8 At completion of any sale and purchase of shares pursuant to this article 18:
- 18.8.1 the relevant seller shall deliver to the relevant buyer a transfer in respect of the shares being sold, duly executed in the buyer's favour by the seller, together with (if such has/have been issued) the certificate(s) for those shares or an indemnity in lieu of the certificate(s) in a form satisfactory to the Company, subject to the buyer shall pay the seller the price for the shares being bought; and
- 18.8.2 any shares to be sold shall be sold free from all charges, liens and encumbrances and otherwise with full title guarantee and together with all rights attaching to them.

**19. SHARES: OPTION**

***Put and Call Options***

- 19.1 The Option Sellers shall have the right to require the Majority A Shareholder, on the exercise of such right, to purchase the Option Shares in accordance with the provisions of article 19.3 and articles 19.5 to 19.7 ("**Put Option**").
- 19.2 The Majority A Shareholder shall have the right to require the Option Sellers, on the exercise of such right, to sell the Option Shares to the Majority A Shareholder (or to such other person(s) as it directs) during either the First Call Option Period or the Second Call Option Period in accordance with the provisions of articles 19.4 to 19.7 (the "**Call Options**").

- 19.3 If (and only if):

- 19.3.1 Doug Rivers has not qualified as a Leaver at the relevant time and has not served or received notice to terminate his employment by any Wider Group Company; and
- 19.3.2 all other conditions (as agreed in writing between the Majority A Shareholder and the Option Sellers from time to time in any shareholders' agreement) to the exercise of the Put Option have been satisfied,

the Put Option may be exercised on behalf of all of the Option Sellers by notice in writing signed by the B Shareholders' Representative and given to the Majority A Shareholder during the Put Option Period. Such a notice shall be irrevocable.

- 19.4 The Majority A Shareholder shall (subject only to having obtained the prior written consent of Doug Rivers if he is not then a Leaver and has not served or received notice to terminate his employment by any Wider Group Company) be entitled to serve written notice on the Option Sellers to exercise the Call Option in respect of all (but not some only) of the Option Shares at any time within the First Call Option Period. Without prejudice to the foregoing, if the Option Sellers have not exercised the Put Option, the Majority A Shareholder shall also be entitled to serve written notice on the Option Sellers to exercise the Call Option in respect of all (but not some only) of the Option Shares at any time within the Second Call Option Period. In each case such notice shall, once given, be irrevocable without the consent of the B Shareholders' Representative.

***Sale and Purchase of Option Shares***

- 19.5 Upon service of an Option Notice on behalf of or to the Option Sellers (as applicable), a legally binding and unconditional agreement shall, subject to article 19.7, immediately arise for the sale and purchase of the relevant Option Shares. Under the terms of that agreement, the Option Sellers shall be bound to sell and the Majority A Shareholder shall be bound to purchase each Option Share for its Option Price subject to any deductions previously agreed in any shareholders'

agreement or otherwise agreed in writing between the Majority A Shareholder and the B Shareholder's Representative.

- 19.6 Completion of the sale and purchase of the Option Shares pursuant to the exercise of the Option shall, subject to the terms of any shareholders' agreement, take place at 11 a.m. on the Option Completion Date.
- 19.7 If the sale and purchase of the Option Shares pursuant to this article 19 would require the prior approval of the shareholders of the Parent Company under the rules of any securities market or stock exchange on which the shares of the Parent Company are traded, including without limitation the Listing Rules of the UKLA, then the agreement referred to in article 19.5 shall be conditional on that approval being obtained within three months of the agreement arising (or such later period as the Parent Company may determine). In such circumstances the Majority A Shareholder shall cause a meeting of the shareholders (of the Parent Company) to be convened as soon as is reasonably practicable in order to seek that approval. If that approval is not so obtained within that three months' period (or such later period as the Parent Company may determine), the agreement referred to in article 19.5 shall lapse. If that approval is so obtained within that three month period (or such later period as the Parent Company may determine), the Option Completion Date shall be the date falling fifteen (15) Business Days after the date such approval is obtained.

## **20. SHARES: OPTION PRICE CALCULATION AND FORM OF PAYMENT**

- 20.1 If the Put Option is exercised, the Option Price payable to an Option Seller in relation to each of its Option Shares shall be payable in cash save that where, at any applicable time, the Parent Company's shares are traded on a Relevant Stock Exchange, the Majority A Shareholder may elect to satisfy an amount equal to up to 50% of the Option Price due to an Option Seller in relation to each of its Option Shares by way of the issue of Consideration Shares. For the avoidance of doubt, if either of the Call Options are exercised, the Option Price shall be payable in cash only.
- 20.2 The Majority A Shareholder shall include in the Option Price Statement the amount of the aggregate Option Price due to each Option Seller in relation to all of its Option Shares to be satisfied in cash and the amount (if any) to be satisfied by way of the issue of Consideration Shares. The number of Consideration Shares to be issued to that Option Seller shall be equal to A divided by B (rounded down in the case of a fractional entitlement) where:
- "A" is the amount proposed to be satisfied by way of the issue of Consideration Shares; and*
- "B" is an amount equal to 0.95 multiplied by the average of the closing bid prices of the Consideration Shares on the Relevant Stock Exchange over the period of thirty trading days ending three trading days prior to the date of issue of the Consideration Shares.*
- 20.3 If the Put Option is exercised, the Majority A Shareholder shall deliver a statement, including its calculations of the Market Value and the Option Price for each Option Share held by an Option Seller and the amount of the aggregate Option Price (which shall not, in each case, exceed 50% of that aggregate Option Price) which the Majority A Shareholder intends to satisfy by way of the issue of Consideration Shares (an **"Option Price Statement"**), to the B Shareholders' Representative on or before the date falling twenty (20) Business Days after the date on which notice of the exercise of the Put Option is served in accordance with article 19.3.
- 20.4 If the B Shareholders' Representative does not agree with any calculation(s) of the Market Value or any Option Price contained in the Option Price Statement, he shall deliver to the Majority A Shareholder and the Company notice to that effect, stating his reasoning, within 10 Business Days of the delivery of the Option Price Statement. If no such notice is given by the B Shareholders'

Representative, the Option Price Statement in question (and all calculations contained in it) shall become final and binding on the parties for all purposes.

- 20.5 Upon delivery to the Majority A Shareholder of any notice pursuant to article 20.4, the Majority A Shareholder and the B Shareholders' Representative shall endeavour to agree any matter in dispute. If the dispute is settled, and all calculations of the Market Value and each Option Price in the Option Price Statement are agreed within 10 Business Days of a notice being given pursuant to article 20.4, then as so agreed, the Option Price Statement and all calculations in it, shall become final and binding on all shareholders for all purposes. If matters remain in dispute after the 10 Business Days' period has elapsed, then the Option Price Statement shall be referred for determination by the Independent Accountant, and shall together with all calculations therein become final and binding, in accordance with article 23.

## **21. SHARES: ADMINISTRATIVE PROVISIONS**

### *Allocation of Sale Shares between prospective buyers*

- 21.1 Each shareholder to whom an offer of Sale Shares is deemed made pursuant to article 17 shall have the right to buy Sale Shares at the Sale Price by sending the Company an Acceptance Notice, specifying the number of Sale Shares applied for. An Acceptance Notice must be received by the Company during the 14 days' period starting on the date when the director deems a B Shareholder to have given a Sale Notice pursuant to article 17.1. In the event that the Company does not so receive an Acceptance Notice from any shareholder, that shareholder shall be deemed to have declined the offer made or deemed made to it.
- 21.2 Each Acceptance Notice received by the Company shall be irrevocable, and shall give rise to a legally binding and unconditional agreement between the shareholder giving it and the Seller. Under each such agreement, the relevant shareholder shall be bound to buy, and the Seller shall be bound to sell, a number of Sale Shares determined in accordance with the provisions of articles 21.3 to 21.5.
- 21.3 Each shareholder from whom an Acceptance Notice is received by the Company shall be allocated the number of Sale Shares applied for in that Acceptance Notice, except where the aggregate number of Sale Shares so applied for exceeds the number of Sale Shares. In such circumstances, and subject to article 21.4, the Sale Shares shall be allocated to the applying shareholders in proportion to the number of shares (of whatever class) held by them on the date of the Sale Notice.
- 21.4 No shareholder shall be allocated more Sale Shares than it has applied for. Sale Shares in excess of any number applied for shall be re-allocated in accordance with article 21.3 (if necessary more than once) to all other applying shareholders who would not thereby be allocated more Sale Shares than applied for until all Sale Shares are allocated.
- 21.5 Fractional entitlements to Sale Shares shall be ignored for the purposes of allocating Sale Shares and shall instead be consolidated and allocated by the drawing of lots in any manner thought appropriate by the directors, provided that no shareholder shall be allocated more shares than it has applied for.
- 21.6 The Company shall specify by notice given to the relevant buying shareholders a time and place for completion of the sale and purchase of the Sale Shares to be bought by them, being not less than seven and not more than fourteen days after the date of receipt of the final Acceptance Notice, subject to article 21.2.

### ***Completion arrangements***

- 21.7 The Sale Shares shall be sold free from all charges, liens and encumbrances and otherwise with full title guarantee, at the Sale Price, and together with all rights attaching to the Sale Shares on or after the date of the Sale Notice.
- 21.8 On completion of the sale and purchase of any Sale Shares the buyer in question shall, subject to the terms of any shareholders' agreement, pay the purchase price for the shares to the seller in question, and the seller shall deliver to the buyer a transfer in respect of those shares, duly executed in the buyer's favour by the seller, together with the certificate(s) for the shares or an indemnity in lieu of the certificate(s) in a form satisfactory to the directors.
- 21.9 If any selling shareholder fails to comply with article 21.8, each director is irrevocably authorised to execute, or to authorise and instruct such person as he thinks fit to execute, any necessary transfer, indemnity or agreement on behalf of the seller and, against receipt by the Company of the consideration payable for the shares in question, to deliver any such transfer, indemnity or agreement to the buyer. The Company shall hold the consideration on trust for the seller without any obligation to pay interest.
- 21.10 Following receipt by the Company pursuant to article 21.9 of consideration payable for any shares, the Company shall (subject to the payment of any stamp duty) cause the relevant buyer to be registered as the holder of those shares.

## **22. SHARES: ADMINISTRATIVE PROVISIONS FOR OPTIONS**

### **22.1 At the Option Completion Date:**

- 22.1.1 each Option Seller shall deliver to the Majority A Shareholder a transfer in respect of the Option Shares being sold, duly executed in favour of the Majority A Shareholder (or such other person(s) as the Majority A Shareholder may direct) by the Option Seller, together with (if such has/have been issued) the certificate(s) for those Option Shares or an indemnity in lieu of the certificate(s) in a form satisfactory to the Company;
- 22.1.2 the Majority A Shareholder shall pay each Option Seller in cash that proportion of the Option Price for each of the Option Shares being bought from that Option Seller that is payable in cash as set out in the relevant Option Price Statement (or pay in cash all of the Option Price in the case of exercise of the Call Option) less any amount treated, pursuant to the terms of any shareholders' agreement, as a partial payment for the Option Shares in question or which the Majority A Shareholder is otherwise entitled to set off against that amount in accordance with any shareholders' agreement; and
- 22.1.3 if any proportion of the Option Price due to an Option Seller is due to be satisfied by way of the issue of Consideration Shares then the A Shareholder shall, subject to article 22.2, procure the issuing of such Consideration Shares to that Option Seller as are determined in accordance with article 20.2. Any Consideration Shares so issued to an Option Seller shall be held subject to the terms of any shareholders' agreement.
- 22.2 Where a proportion of the Option Price is to be satisfied by way of issue of Consideration Shares, then if there is any legal restriction (including, without limitation, by reason of MAR or any share dealing code operated by the Parent Company) preventing the issue or transfer of the Consideration Shares on the Option Completion Date which would otherwise be determined in accordance with these Articles, then the Option Completion Date shall instead be the fourteenth trading day falling immediately after the date on which such restrictions cease to apply.



- 22.3 If any Option Seller fails to comply with article 22.1.1, each director is irrevocably authorised to execute, or to authorise and instruct such person as he thinks fit to execute, any necessary transfer, indemnity or agreement on behalf of the Option Seller and, against receipt by the Company of the consideration payable for the Option Shares in question, to deliver any such transfer, indemnity or agreement to the Majority A Shareholder. The Company shall hold the consideration on trust for the Option Seller without any obligation to pay interest.
- 22.4 All cash payments to be made pursuant to this article 22 shall be made by electronic transfer of immediately available funds to any bank account of which the payee gives the paying party at least ten Business Days' notice before the due date for payment.

### **23. SHARES: VALUATION**

- 23.1 If a determination by an Independent Accountant is required by article 20.5, any disputed calculation of the Market Value or any Option Price in the Option Statement shall be referred for determination by either the Majority A Shareholder or the B Shareholders' Representative to:
- 23.1.1 *an independent chartered accountant whose identity is agreed between the Majority A Shareholder and the B Shareholders' Representative; or*
- 23.1.2 *if no such accountant is appointed on or before the date falling 5 Business Days after the date on which an individual is first proposed by Majority A Shareholder or the B Shareholders' Representative to the other for the purpose, such independent chartered accountant as shall be nominated on the application of either the Majority A Shareholder or the B Shareholders' Representative by the President for the time being of the Institute of Chartered Accountants in England and Wales.*
- 23.2 In making his determination the Independent Accountant shall:
- 23.2.1 *(save as set out below) decide on the procedure and timetable to be followed in the determination, save that such procedure shall allow both the Majority A Shareholder and the B Shareholders' Representative and their respective professional advisers to make written and oral representations to the Independent Accountant, shall require the Majority A Shareholder and the B Shareholders' Representative to provide each other with such information and documents as they may be required to provide to the Independent Accountant under article 23.6 at the same time as the same are provided to the Independent Accountant, shall permit each party to be present during any oral submissions made by the other party to the Independent Accountant and shall require the Independent Accountant to deliver his determination in writing;*
- 23.2.2 *if relevant, be required to determine Market Value as at the date on which notice of exercise of the Option was served or deemed served;*
- 23.2.3 *be entitled to take legal advice on any matter relevant to his determination;*
- 23.2.4 *be required to apply no premium or discount in relation to the size of any holding;*
- 23.2.5 *be required to assume a willing buyer and seller, ignoring any restrictions on transfer contained in these Articles or any shareholders' agreement;*
- 23.2.6 *be required to assume, if the Company is then carrying on business as a going concern, that it will continue to do so;*

- 23.2.7 be required to assume or take into account any matters described in any shareholders' agreement as being matters that the Independent Accountants are required to assume or take into account for these purposes;
  - 23.2.8 be required to take into account the aggregate amount of all outstanding debt owed by the Company to any person(s) other than its wholly owned subsidiary undertakings; and
  - 23.2.9 be required only to determine the matter in dispute (which may include a determination as to the interpretation of this Agreement).
- 23.3 In making his determination the Independent Accountant shall act as an expert not as an arbitrator. He shall not be obliged to give reasons for his determination, which shall, save in the case of fraud or manifest error, be final and binding on all shareholders for all purposes. Other than in the case of fraud or manifest error, no right of appeal shall exist in relation to that determination and neither the Majority A Shareholder nor the B Shareholders' Representative nor any other shareholder nor the Independent Accountant shall be entitled to appeal or bring any case (either on a point of law or fact) in relation to it before any court or other tribunal. Where there is a manifest error in any determination provided by the Independent Accountant under these Articles, the relevant part of the determination shall be void and shall be referred back to the Independent Accountant for correction.
- 23.4 The Independent Accountant shall be required to deliver his determination to the Majority A Shareholder and the B Shareholders' Representative in writing as soon as reasonably practicable after his appointment and in any event within 60 Business Days of being so appointed.
- 23.5 The fees and expenses, together with VAT thereon, of the Independent Accountant shall be borne as determined by the Independent Accountant in his sole discretion, having regard to the relative merits of the arguments of each party, and in default of a determination by the Independent Accountant, shall be borne in full by the Majority A Shareholder.
- 23.6 The Majority A Shareholder and the B Shareholders' Representative shall each use all reasonable endeavours to agree the identity and terms of engagement of the Independent Accountant and shall co-operate with the Independent Accountant to enable him to reach his determination as promptly as possible, including by co-operating with any timetable and procedure set by the Independent Accountant and by providing to the Independent Accountant any documents and information reasonably requested by him to assist him in his determination, save that no information need be provided to which legal professional privilege would apply in litigation or in relation to which disclosure is prohibited by law or other legally binding obligation.
- 23.7 In the event that any Independent Accountant appointed under article 23.1 dies or becomes unwilling or incapable of acting then the matters to be determined by the Independent Accountant shall be referred for determination under this article 23 to a replacement Independent Accountant and article 23.1 shall apply to the appointment of that replacement as if he were the first Independent Accountant appointed.
- 24. SHARES: LIQUIDATION PREFERENCES ON A RETURN OF CAPITAL**
- 24.1 On a liquidation or winding-up of the Company or any other return of capital or assets by the Company to the shareholders (except the payment of any dividend or redemption of shares of any class or the purchase by the Company of any of its shares), the assets of the Company remaining available for distribution amongst the shareholders after the payment of its liabilities ("**Surplus**

**Assets**”) shall (to the extent the Company is lawfully able to do so) be applied in the following order of priority:

- 24.1.1 first in paying the A Shareholders, in respect of their A Shares (on a pro-rata basis), an amount in aggregate equal to the Hurdle Value;
- 24.1.2 second in paying the B Shareholders, in respect of their B Shares, an amount for each B Share held equal to the lower of:
  - (a)  $[0.3 \times ((\text{Surplus Assets} - \text{Hurdle Value}))]$  divided by the total number of B Shares then in issue; and
  - (b)  $(0.25 \times \text{Surplus Assets})$  divided by the total number of B Shares then in issue; and
- 24.1.3 the remainder (if any) being paid to the A Shareholders, in respect of their A Shares on a pro-rata basis.

## **25. SHARES: DISTRIBUTIONS ON A SHARE SALE OR ASSET SALE**

- 25.1 Upon a Share Sale the proceeds of sale (“**Share Sale Proceeds**”) shall be distributed in the order of priority set out in article 24 as if references to: (i) Surplus Assets were replaced by references to Share Sale Proceeds; and (ii) the words “the lower of” in article 24.1.2 and the entirety of article 24.1.2(b) were deemed to be deleted. The directors shall not register any transfer of shares if the Share Sale Proceeds are not distributed in that manner (save in respect of any shares not sold in connection with that Share Sale).
- 25.2 Upon an Asset Sale the proceeds of sale (“**Asset Sale Proceeds**”) shall be distributed (to the extent that the Company is lawfully able to do so) in the order of priority set out in article 24 as if references to Surplus Assets were replaced by references to Asset Sale Proceeds.
- 25.3 In the event of a Share Sale or an Asset Sale approved by the directors in accordance with the terms of these articles, the B Shareholders shall consent to, raise no objections to and waive any applicable rights in connection with the proposed sale (other than any such rights with respect to consideration duly payable to B Shareholders in connection with such Share Sale or Asset Sale). The B Shareholders shall take all applicable actions that are required by the directors to facilitate the proposed sale. If any Shareholder fails to comply with this article 25.3:
  - 25.3.1 the Company shall be constituted the agent of each defaulting Shareholder for the purpose of taking such actions as are necessary to effect the proposed sale;
  - 25.3.2 the directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents; and
  - 25.3.3 the Company may receive any purchase money due to the defaulting Shareholder in trust for each defaulting Shareholder.

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

- 26.1 Subject to article 26.2 and the provisions of any shareholders’ agreement, the Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 26.2 Subject to the provisions of any shareholders’ agreement, all dividends declared or to be paid shall attach to:
  - 26.2.1 the A Shares, as to an aggregate amount equal to 75% of any dividend paid; and

26.2.2 the B Shares, as to an aggregate amount equal to 25% of any dividend paid, and the A Shares and B Shares shall rank equally as between themselves for any dividends so declared or to be paid.

26.3 Any dividends declared by the Company shall be paid to:

26.3.1 the shareholder of the relevant share; or

26.3.2 if the relevant share has two or more joint shareholders, whichever of them is named first in the register of members; or

26.3.3 if the shareholder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

## **27. NOTICES AND COMMUNICATIONS**

27.1 Any notice, document or information (including a consent, approval or offer) to be given or supplied under these articles may be given or supplied only in hard copy form, in writing and in English, and shall be either hand delivered to the person to whom they are to be given or supplied, or sent by prepaid, first-class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail addressed to the person to whom it is to be given or supplied. Model Article 48(1) shall not apply.

27.2 Unless otherwise specified by the Company, notices, documents and information sent to the Company shall be sent to its registered office. Notices, documents and information sent to a shareholder shall be sent to its registered address, save that a shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices, documents or information may be sent to him shall be entitled to have such notices, documents or information sent to him at that address.

27.3 In the case of joint holders of a share, all notices, documents and information shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and any notices, documents and information so given shall be sufficiently given to all the joint holders.

27.4 In the case of the death or bankruptcy of a shareholder, the Company shall not be obliged to send any documents or information to an address provided to the Company by the transmittee(s) of such shareholder unless such transmittee(s) has also provided the directors with such evidence of the entitlement of the transmittee(s) to those shares as the directors shall in their absolute discretion require. *Nothing in this article shall require the directors to investigate the entitlement of any person claiming to be a transmittee of a shareholder. A transmittee shall be bound by any notice given to the shareholder from whom he derives title.*

27.5 Except as otherwise provided in these articles, a notice, document or information sent or supplied by the Company under these articles shall be deemed to have been received by the intended recipient:

27.5.1 if sent by prepaid first-class post to an address in the United Kingdom or by airmail to an address outside the United Kingdom, 48 hours after it is posted;

27.5.2 if is delivered by hand, when it is so delivered.

This article shall not apply to notice, consent or other communication document or information sent or supplied by a shareholder, in relation to which actual receipt of the notice, consent or other communication shall be required.

- 27.6 Section 1147 Companies Act 2006 shall not apply to documents or information sent or supplied by the Company to its members.
- 27.7 Nothing in these articles shall affect any legal requirement that any particular notice or other document be served in any particular manner.
- 27.8 Notices given by an undertaking under these articles may be signed on its behalf by an officer of the undertaking or by its duly appointed attorney.

**28. DIRECTORS: INDEMNITIES**

Model Article 52 shall apply as if Model Article 52(3)(a) were deleted and replaced by the following:

- “(a) an undertaking shall be associated with the Company if and only if it is a subsidiary undertaking of the Company.”