

Company Number: 11579910

**Articles of Association
of
Fame Media Tech Limited**

(adopted by special resolution passed on 17 December 2021)

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FAME MEDIA TECH LIMITED

COMPANY NUMBER: 11579910

(Adopted by special resolution passed on 17 December 2021)

PART 1 – INTERPRETATION AND LIMIT ON LIABILITY

1. Interpretation

Unless the context otherwise requires, the definitions and rules of interpretation in this article 1 apply in these Articles.

1.1 Definitions:

Accepting Shareholder	has the meaning given in article 37.5.
Act	the Companies Act 2006.
Acting in Concert	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time).
Adoption Date	the date upon which the special resolution adopting these Articles was passed.
Agreement Period	has the meaning given in article 33.3(a).
Allocation Notice	has the meaning given in article 33.7.
appointor	has the meaning given in article 21.1.
Articles	the Company's articles of association for the time being in force.
Bad Leaver	any Employee who becomes a Departing Employee at any time and who is not a Good Leaver.
Board	the board of directors of the Company from time to time.
Business Day	any day (other than a Saturday, Sunday or public holiday in England) when the banks in London are open for non-automated transactional business.
Called Shareholders	has the meaning given in article 36.1.
Called Shares	has the meaning given in article 36.2(a).
capitalised sum	has the meaning given in article 48.1.
chairman	has the meaning given in article 12.

chairman of the meeting	has the meaning given in article 51.
Companies Acts	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company.
Company	Business Finance Market Ltd, a private company limited by shares which is incorporated and registered in England and Wales with company number 12035429.
Compulsory Employee Transfer	has the meaning given in article 35.1(e).
Conflict	has the meaning given in article 14.2.
Controlling Interest	an interest in shares (as defined in Schedule 1 of the Companies Act 2006) in a company conferring in the aggregate more than 50% of the total voting rights conferred by all the issued shares in that company;
Deemed Transfer Notice	has the meaning given in article 32.7.
Departing Date	the date on which the contract of employment, or contract for the provision of services (whether entered into directly with the Employee or with a third party), terminates.
Departing Employee	an Employee who ceases to be an Employee for whatever reason, which (unless the Board agrees otherwise) is deemed to occur on the Employee's Departing Date.
director	a director of the Company (and includes any person occupying the position of director by whatever name called).
distribution recipient	has the meaning given in article 43.
Drag Along Notice	has the meaning given in article 36.2.
Drag Along Option	has the meaning given in article 36.1.
eligible director	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not, in accordance with the Act and/or these Articles, to be counted in respect of the particular matter).
Employee	an individual who is, or has been, a director and/or an employee of any Group Company or whose services are made available to any Group Company under the terms of a contract between any Group Company on the one hand and such individual or any other person on the other hand (and "employment" shall be construed accordingly to include such a contract).
Employee Benefit Trust	means a trust of which a majority of the beneficiaries are: <ul style="list-style-type: none"> (a) the bona fide Employees or former Employees of the Group; or (b) the spouses, civil partners, surviving spouses, surviving civil partners, or minor children or step-children of such Employees or former Employees
Employee Share Scheme	means a scheme for encouraging or facilitating the holding of shares by or for the benefit of:

	<p>(a) the bona fide Employees or former Employees of the Group; or</p> <p>(b) the spouses, civil partners, surviving spouses, surviving civil partners, or minor children or step-children of such Employees or former Employees,</p> <p>(together the "Eligible Beneficiaries"),</p> <p>and provided that the majority of the beneficiaries of such scheme are Eligible Beneficiaries or a sub section thereof</p>
Excess Securities	has the meaning given in article 28.2(b).
Expert	<p>either (as applicable):</p> <p>(a) the auditors or reporting accountants (as applicable) of the Company for the time being; or</p> <p>(b) if they decline instruction, such firm of independent chartered accountants as is nominated by the President, on reference from either the Company or the Proposed Transferor.</p>
Fair Value	has the meaning given in article 38.2.
Family Trust	as regards any particular Original Shareholder who is an individual, any trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the particular shareholder and/or any of the Privileged Relations of that shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons).
Founder	has the meaning given in the Investment Agreement.
fully paid	in relation to a share, means that its Issue Price has been paid to the Company.
general rule	has, in relation to directors' decision making, the meaning given in article 7.1.
GCV	has the meaning given in the Investment Agreement.
Good Leaver	<p>any Employee who becomes a Departing Employee:</p> <p>(a) by reason of:</p> <p>(i) his own permanent incapacity or serious illness (excluding by reason of substance or alcohol abuse), certified as such by a registered</p>

	<p>medical practitioner acceptable to the Board; or</p> <p>(ii) dismissal by any Group Company where a court or tribunal of competent jurisdiction (from which there is no right of appeal or where the period in which an appeal could be made has passed with no appeal being lodged) has ruled that the dismissal was wrongful, other than by reason of procedural deficiency; or</p> <p>(b) in circumstances where the Board determine in their absolute discretion, that Departing Employee to be a Good Leaver.</p>
Group	the Company and any subsidiary of the Company from time to time (and a reference to a member of the Group, Group Company or similar expression shall mean any of them).
holder	in relation to shares, means the person for the time being whose name is entered in the register of members as the holder of those shares.
instrument	a document in hard copy form.
Interested Director	has the meaning given in article 14.2.
Investment Agreement	the investment agreement dated on the Adoption Date and made between, <i>inter alia</i> , the Founder, the Investor and the Company (as amended, restated or replaced from time to time).
Investment Fund	a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make investments and whose business is managed by an Investment Manager.
Investment Manager	a person whose principal business is to make, manage or advise upon investments.
Investor	has the meaning given in the Investment Agreement.
Issue Price	<p>in relation to a share, means together:</p> <p>(a) the nominal value of that share; and</p> <p>(a) any premium agreed to be paid by the first holder of that share for the allotment and issue of it.</p>
New Shareholder	has the meaning given in article 36.10.
Offer	has the meaning given in article 33.5.
Ordinary Share	an ordinary share of £0.01 in the capital of the Company;
Original Shareholder	has the meaning given in article 34.1.
paid	paid or credited as paid (and unpaid shall be construed accordingly).

participate	in relation to a directors' meeting, has the meaning given in article 10.
Permitted Transfer	has the meaning given in article 34.1.
Permitted Transferee	in relation to a Shareholder: <ul style="list-style-type: none"> (a) who is an individual, any of the following: <ul style="list-style-type: none"> (i) a Privileged Relation; or (ii) the trustees (for the time being) of a Family Trust; or (iii) a Privileged Company; or (iv) in the event of the death of that Original Shareholder: <ul style="list-style-type: none"> (1) the personal representatives appointed pursuant to the last will and testament of that Original Shareholder (the Will); and (2) thereafter, any Privileged Relation named as the relevant beneficiary under the Will; or (b) who is a company, a member of the same group of companies as that company. (c) who is the Investor (or its nominee or Permitted Transferee) any of the following: <ul style="list-style-type: none"> (i) any new nominee company appointed to replace the Investor as the current nominee company holding shares; or (ii) any beneficial owner holding a beneficial interest in any shares held by the Investor or any replacement nominee.
persons entitled	has the meaning given in article 48.1.
Privileged Company	a private limited company in which either: <ul style="list-style-type: none"> a) an Original Shareholder; or b) an Original Shareholder together with his Privileged Relations and/or the trustees (for the time being) of his Family Trust, hold(s) the entire issued share capital.
Privileged Relation	in relation to a Original Shareholder, their: <ul style="list-style-type: none"> (a) spouse; or (b) civil partner (as defined in the Civil Partnerships Act 2004); (c) child or grandchild (including step or adopted or illegitimate children and their issue).
President	the President (or next available senior officer) for the time being of the Institute of Chartered Accountants in England and Wales.

Proposed Buyer	has the meaning given in article 36.1.
Proposed Sale Price	has the meaning given in article 33.1(c).
Proposed Transferee	has the meaning given in article 33.1(a).
Proposed Transferor	has the meaning given in article 33.1.
proxy notice	has the meaning given in article 57.
Purchasers	has the meaning given in article 33.7.
Relevant Shares	has the meaning given in article 35.3.
Revocation Period	has the meaning given in article 33.4.
Sale	the transfer (other than a transfer permitted under these Articles) of any interest in the shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert (as defined in the City Code on Takeovers and Mergers for the time being) with such person having the right to exercise a Controlling Interest;
Sale Date	has the meaning given in article 37.3.
Sale Price	has the meaning given in article 33.3.
Sale Shares	has the meaning given in article 33.1(b).
Sellers' Shares	has the meaning given in article 36.1.
Selling Shareholders	has the meaning given in article 36.1.
shareholder	a person who is entered in the Company's register of members as the holder of a share.
shares	shares (of any class or denomination) in the capital of the Company (including Ordinary Shares and A Ordinary Shares) .
Specified Price	has the meaning given in article 37.2.
Tag Along Event	has the meaning given in article 37.1.
Tag Along Notice	has the meaning given in article 37.3.
Tag Along Offer	has the meaning given in article 37.2.
Tag Along Offer Shares	has the meaning given in article 37.3(d).
Total Transfer Condition	has the meaning given in article 33.1(d).
Transfer Notice	has the meaning given in article 33.1.
transmittee	a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.
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.

1.2 Rules of interpretation:

- (a) A reference to:
 - (i) a **holding company** or **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act;
 - (ii) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- (iii) an **article** is a reference to the relevant article of these Articles;
 - (iv) **normal retirement age** is to the age at which the relevant person is (or otherwise would have been) entitled to claim statutory pension benefits in England;
 - (v) one gender shall include a reference to the other genders;
 - (vi) statutes or statutory provisions is a reference to them as amended, extended or re-enacted from time to time; and shall include all subordinate legislation made from time to time under that statute or statutory provision; and
 - (vii) the **transfer of a share** (or any similar expression) includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- (b) 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. Similarly, where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
 - (c) Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
 - (d) Save as otherwise specifically provided in these Articles, words and expressions which have a particular meaning in the Companies Acts shall have the same meaning in these Articles.
 - (e) Words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies shall apply as the regulations or articles of the Company, but the following shall be the Articles of Association of the Company.

2. **Liability of the members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2 – DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. **Directors' general authority**

Subject to the other provisions of these Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

4. **Shareholders' reserve power**

- 4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5. **Delegation**

- 5.1 Subject to the other provisions of these Articles, the directors may delegate any of the powers which are conferred on them under these Articles:
 - (a) to such person or committee;

- (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions,
- as they think fit.

5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. **Committees**

Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by directors.

DECISION-MAKING BY DIRECTORS

7. **Directors to take decisions collectively**

7.1 Subject to article 7.2, the **general rule** about decision-making by directors is that any decision of the directors must be either:

- (a) a majority decision at a meeting of the directors (held in accordance with these Articles); or
- (b) a decision taken in accordance with article 8.

7.2 If:

- (a) the Company only has one director for the time being; and
- (b) no provision of these Articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision-making.

8. **Unanimous decisions**

8.1 A decision of the directors is taken in accordance with this article 8, when all eligible directors indicate to each other by any means that they share a common view on a matter.

8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

8.3 A decision may not be taken in accordance with this article 8, if the eligible directors would not have formed a quorum at such a meeting.

9. **Calling a directors' meeting**

9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

9.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 9.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
10. **Participation in directors' meetings**
- 10.1 Subject to the other provisions of these Articles, directors **participate** in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with these Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is (and if the directors make no such decision, the meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is).
11. **Quorum for directors' meetings**
- 11.1 Subject to article 11.5, at a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 Subject to article 11.3, the quorum for directors' meetings may be fixed from time to time by an ordinary resolution, but it must never be less than two eligible directors, and unless otherwise fixed it is three eligible directors.
- 11.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 14.2 to authorise a Conflict, if there is only one eligible director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 11.4 If a quorum is not present within thirty minutes of the time specified for a directors' meeting in the notice of the meeting then the meeting shall be adjourned for five Business Days at the same time and place (unless all the directors for the time being agree otherwise). No more than one such adjournment may be made in respect of a meeting.
- 11.5 If, on resumption of any such meeting following an adjournment in accordance with article 11.4, a quorum is still not present, the meeting shall proceed (and proposals validly voted on) with those directors present (notwithstanding that those directors may not be eligible directors or form a quorum).
12. **Chairing of directors' meetings**
- 12.1 The directors may appoint a director to chair their meetings. The person so appointed for the time being is known as the "**chairman**".
- 12.2 The directors may terminate the chairman's appointment at any time.
- 12.3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
13. **Casting vote**
- If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.

14. Directors' interests and conflicts

14.1 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 Companies Acts, a director:

- (a) who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - (i) may be a party to, or otherwise directly or indirectly interested in, any such transaction or arrangement;
 - (ii) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement;
 - (iii) shall be entitled to be counted in quorum and to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such transaction or arrangement;
- (b) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor of any Group Company) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (c) 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 in the case of the Investor and/or GCV or any group undertaking or associated undertaking of the Investor and/or GCV; and
- (d) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such 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.

14.2 The directors may, in accordance with the requirements set out in articles 14.3 to 14.7 (inclusive), authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).

14.3 Any authorisation under article 14.2 will be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles (or in such other manner as the directors may determine);
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

14.4 Any authorisation of a Conflict under article 14.2 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors (or a committee of directors) and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 14.5 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 14.6 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 14.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds. Authorisation is given by the members of the Company for the time being on the terms of these Articles to each director in respect of any Conflict that exists as at the date of adoption of these Articles or that subsequently arises because (in either case) the director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in the Company.
- 14.8 For the purposes of this article 14, references to **proposed decisions** and **decision-making processes** include any directors' meeting or part of a directors' meeting.
- 14.9 Subject to article 14.10, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 14.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
15. **Records of decision to be kept**
- 15.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 15.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

16. Directors' discretion to make further rules

Subject to the other provisions of these Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

17. Methods of appointing directors

17.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a decision of the directors.

17.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

17.3 For the purposes of article 17.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

17.4 The number of directors shall not exceed seven in number.

18. Termination of director's appointment

A person ceases to be a director as soon as:

- (a) the directors unanimously (but excluding, for the avoidance of doubt, the director whose removal is the subject of the resolution) resolve that a director is to be removed from their office as director;
- (b) subject to article 18(a), that person ceases to be a director by virtue of any provision of the Act; or
- (c) that person becomes prohibited from being a director by law; or
- (d) a bankruptcy order is made against that person; or
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- (f) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- (g) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

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20. Directors' remuneration

20.1 Directors may undertake any services for the Company that the directors decide.

20.2 Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and
- (b) for any other service which they undertake for the Company.

20.3 Subject to the other provisions of these Articles, a director's remuneration may:

- (a) take any form; and

- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 20.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 20.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.
- 21. **Appointment and removal of alternate directors**
- 21.1 Any director (an **appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
 - (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 21.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 21.3 The notice must:
 - (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 22. **Rights and responsibilities of alternate directors**
- 22.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 22.2 Except as the Articles specify otherwise, alternate directors:
 - (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.
- 22.3 A person who is an alternate director but not a director:
 - (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
 - (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate).
- 22.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).
- 22.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

23. Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

COMPANY SECRETARY

24. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

MANAGEMENT EXPENSES

25. Directors' and secretary's expenses

The Company may pay any reasonable expenses which the directors (including alternate) and the secretary properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3 – SHARES AND DISTRIBUTIONS

SHARES

26. General

- 26.1 On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) the surplus assets of the Company available for distribution amongst shareholders after payment of its liabilities shall be applied in paying to each holder of shares pro rata according to the nominal value of such shares held by each of them respectively.
- 26.2 In the event of a Sale or the sale of a substantial part of the business or the assets of the Company (**Asset Sale**) then, notwithstanding anything to the contrary in the terms and conditions governing such Sale or Asset Sale the selling shareholders (immediately prior to such Sale or Asset Sale) shall procure that the consideration (whenever received) shall be paid into a designated trustee account and shall be distributed as soon thereafter as is practical in accordance with, and in the order of priority set out in, article 26.1 above.
- 26.3 The holders of the shares shall have the right to receive notice of and to attend, vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company.

- 26.4 Subject to article 26.5 no share is to be issued for less than its Issue Price.
- 26.5 Article 26.4, does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.
27. **Further issue of shares: powers to issue different classes of shares**
- 27.1 Subject to the other provisions of these Articles, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 27.2 The Company may issue shares which are to be redeemed, or a liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.
28. **Further issue of shares: pre-emption**
- 28.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 28.2 Save for with a special resolution to the contrary, if the Company proposes to allot any shares or **equity securities** (as defined in section 560(1) of the Act) those shares or equity securities shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those shares or equity securities are being offered to other persons on a *pari passu* and *pro rata* basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:
- (a) shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
 - (b) may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess shares or equity securities (**Excess Securities**) for which he wishes to subscribe.
- 28.3 Any shares or equity securities not accepted by shareholders pursuant to the offer made to them in accordance with article 28.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 28.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants *pro rata* to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with article 28.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.
- 28.4 Any shares or equity securities allotted to a shareholder pursuant to the articles 28.2 and 28.3 shall be of the same class already held by that shareholder, save that, where a shareholder holds multiple classes of shares, he shall in his acceptance, in addition, specify which of the classes held by him that the equity securities to be allotted to him should be.
- 28.5 Subject to articles 28.2 and 28.3, any shares or equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
29. **Company not bound by less than absolute interests**
- Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or these Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

30. Share certificate

- 30.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 30.2 Every certificate must specify:
- (a) in respect of how many shares, of what class, it is issued;
 - (b) the nominal value of those shares;
 - (c) that the shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- 30.3 No certificate may be issued in respect of shares of more than one class.
- 30.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 30.5 Certificates must:
- (a) have affixed to them the Company's common seal; or
 - (b) be otherwise executed in accordance with the Companies Acts.

31. Replacement share certificates

- 31.1 If a certificate issued in respect of a shareholder's shares is:
- (a) damaged or defaced; or
 - (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 31.2 A shareholder exercising the right to be issued with such a replacement certificate:
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence and indemnity as the directors decide.

32. Share transfers: general

- 32.1 No share shall be transferred, and the directors shall refuse to register a transfer of any share, unless it is made:
- (a) with an ordinary resolution; or
 - (b) otherwise in accordance with:
 - (i) article 33 (pre-emption); or
 - (ii) article 34 (permitted transfers); or
 - (iii) article 35 (compulsory transfers); or
 - (iv) article 36 (drag along); or
 - (v) article 37 (tag along).
- 32.2 The directors must register any duly stamped transfer made in accordance with these Articles (and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles), unless they consider, acting reasonably, such transfer to have been fraudulent.
- 32.3 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

- 32.4 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 32.5 The Company may retain any instrument of transfer which is registered.
- 32.6 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 32.7 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles (a **Deemed Transfer Notice**), the Deemed Transfer Notice shall have the same effect as a Transfer Notice, save that:
- (a) it does not identify a Proposed Transferee, or state a Proposed Sale Price, or specify a Total Transfer Condition;
 - (b) it shall be deemed that the Proposed Transferor wishes to transfer all the shares held by him (including any shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of shares pursuant to the relevant Transfer Notice) which shall be the Sale Shares;
 - (c) it shall be irrevocable; and
 - (d) the Sale Price for the relevant Sale Shares shall, subject to article 35.2, be the aggregate Fair Value of those shares.
- 32.8 Any Transfer Notice served in respect of the transfer of any share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice.
- 32.9 Any transfer of shares made in accordance with article 32.1(b) shall be deemed to include a warranty that the transferor sells and transfers the relevant share(s) with full title guarantee and free from any encumbrances.
33. **Share transfers: general pre-emption**
- 33.1 Except in the case of any transfer of shares made pursuant to articles 32.1(a) (shareholder consent), 35 (compulsory transfers), 36 (drag along) or 37 (tag along), a shareholder who intends to transfer or otherwise dispose of all or some only of his shares (a **Proposed Transferor**) shall, before so doing or agreeing so to do, inform the Company of his intention by giving it notice in writing (a **Transfer Notice**), such notice specifying:
- (a) the identity of the proposed transferee (the **Proposed Transferee**);
 - (b) the number and class of shares the Proposed Transferor wishes to dispose of (the **Sale Shares**);
 - (c) the price per share (in cash or otherwise) at which the Proposed Transferor proposes to sell those shares (the **Proposed Sale Price**); and
 - (d) whether or not the Proposed Transferor wishes to impose a **Total Transfer Condition** (meaning a condition that, unless all of the Sale Shares are sold pursuant to the following provisions of this article 33, none shall be so sold).
- 33.2 A Transfer Notice shall constitute the Company as the agent of the Proposed Transferor, empowered to sell the Sales Shares (together with all rights then attached to them) at the Sale Price to any member in the manner appearing below, and shall not (save as set out in article 33.4) be revocable, except with the unanimous agreement of the directors.
- 33.3 The **Sale Price** shall, subject to articles 32.7(d) and 35.2, be either:
- (a) the price per share which is agreed, in writing, between the Proposed Transferor and the directors within ten Business Days of the Transfer Notice having been given (or deemed to have been given) (the **Agreement Period**) and which cannot be more than the Proposed Sale Price ; or

- (b) in the absence of any such agreement having been reached within that Agreement Period, the price per share representing the Fair Value of the Sale Shares (as determined in accordance with article 38).
- 33.4 Save as is provided to the contrary in these Articles, where the Expert has determined the Sale Price for the purpose of article 33.3(b), the Proposed Transferor shall be entitled, if the Sale Price is less than the Proposed Sale Price, to revoke the Transfer Notice by giving notice in writing to the Company that he wishes to do so within a period of ten Business Days from the date of receipt by him of the Expert's determination thereof (the **Revocation Period**).
- 33.5 Within five Business Days of the Sale Price being so agreed or determined and fixed, or, if the Transfer Notice is revocable, within five Business Days after the expiry of the Revocation Period, all Sale Shares shall be offered for purchase at the Sale Price by notice in writing (the **Offer**) given by the Company to all shareholders (other than the Proposed Transferor) specifying the number of the Sale Shares and the Sale Price. The Offer shall be on the basis that in the case of competition for them, the Sale Shares so offered shall (in accordance with, but subject to, the next following article) be sold to those accepting shareholders in proportion (as nearly as may without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares to the total number of shares in issue (discounting the Sale Shares).
- 33.6 Any such Offer shall specify a period (being not less than five Business Days and not more than twenty Business Days) within which it must be accepted or will lapse.
- 33.7 If any shareholders (the **Purchasers**) shall, within the period of the Offer, agree to purchase the Sale Shares concerned (or any of them), the Company shall immediately give notice in writing (an **Allocation Notice**) to the Proposed Transferor and to the Purchasers and, upon payment by a Purchaser of the Sale Price for the Sale Shares agreed to be purchased by him, the Proposed Transferor shall be bound to transfer such Sale Shares to the Purchaser accordingly. Every such Allocation Notice shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him. The sale and purchase of each Purchaser's proportion of the Sale Shares shall be completed at a place and time to be appointed by the directors, such date being not less than five Business Days nor more than ten Business Days after the date of such notice provided that if a Transfer Notice shall contain a Total Transfer Condition, the foregoing provisions of this article 33.7 shall not apply unless the Company shall have found Purchasers for all of the Sale Shares and (unless as aforesaid) any offer referred to in article 33.5 shall be deemed to have lapsed without having been validly accepted.
- 33.8 If a Proposed Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser under article 33.7, the directors shall authorise a person (as agent and/or attorney for the Proposed Transferor) to execute the necessary transfer (and any other documents required to prove title to those shares) and deliver it on his behalf and the Company may receive the purchase money in trust for the Proposed Transferor (which it shall pay into a separate bank account in the Company's name) and shall, subject to receipt of the purchase money, cause the Purchaser to be registered as the holder of such Sale Shares. The receipt by the Company of the purchase monies shall be a good discharge to the Purchaser (who shall not be bound to see to the application of it) and after the Purchaser has been registered in exercise of the aforesaid obligations and powers the validity of the proceedings shall not be questioned by any person. The Company shall only be bound to pay over such purchase monies on receipt from the Proposed Transferor of the relevant share certificate(s) in respect of the Sale Shares (or if such certificate(s) are lost or destroyed an indemnity acceptable to the Company in respect thereof).
- 33.9 If at the expiry of the period for the acceptance of the Offer (referred to in article 33.5) the shareholders (or any of them) have not agreed to purchase all the Sale Shares so offered the Company shall forthwith give notice of that in writing to the Proposed Transferor and he shall then be at liberty at any time thereafter up to the expiration of three months after the giving of such notice to transfer those Sale Shares which shareholders have not agreed to purchase to the Proposed Transferee at a price which is not less than the Proposed Sale Price, provided that:

- (a) if the relevant Transfer Notice contained a Total Transfer Condition, he shall not be entitled to transfer any of the Sale Shares unless the whole of the Sale Shares are transferred; and
 - (b) the directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever being given to the purchaser and if not so satisfied may refuse to register the instrument of transfer.
- 34. **Share transfers: permitted transfers**
- 34.1 A shareholder may, at any time, transfer all or some only of his Ordinary Shares to a Permitted Transferee on such terms as he sees fit (a **Permitted Transfer**).
- 34.2 A shareholder holding shares in the Company as a result of a Permitted Transfer may, at any time, transfer all (or some only) of its shares:
 - (a) back to the Original Shareholder from whom it received those shares; or
 - (b) to another Permitted Transferee of that Original Shareholder.
- 34.3 Subject to article 34.4, if a Permitted Transfer has been made to a Permitted Transferee, that Permitted Transferee shall, immediately upon the occurrence in relation to them of any of the events or circumstances specified in article 35.1, or otherwise within 5 Business Days of ceasing to be a Permitted Transferee of the Original Shareholder, transfer all of the shares in the Company held by it to:
 - (a) the Original Shareholder from whom it received those shares; or
 - (b) another Permitted Transferee of that Original Shareholder.
- 34.4 The provisions of article 34.3 shall not apply in circumstances where the relevant Original Shareholder is deceased and their shares have been transferred to:
 - (a) the personal representatives appointed pursuant to the last will and testament of that Original Shareholder; and / or
 - (b) thereafter, any Privileged Relation named as the relevant beneficiary under that last will and testament,

(in each case, a **Relevant Party**), and in those circumstances the Relevant Party (for the time being) shall be treated as the Original Shareholder for the purposes of article 34.3.
- 34.5 If the Permitted Transferee fails to make a transfer in accordance with article 34.3, the Company may execute a transfer of the shares on behalf of the Permitted Transferee and register the Original Shareholder as the holder of such shares.
- 34.6 For so long as a Permitted Transferee's Original Shareholder continues to hold shares, that Permitted Transferee:
 - (a) cannot be an Original Shareholder in relation any of those shares received pursuant to the Permitted Transfer; and
 - (b) may only transfer those shares received pursuant to the Permitted Transfer in accordance with either:
 - (i) article 32.1(a);
 - (ii) article 34.3.
- 34.7 Transfer to a replacement nominee

Where any shares are held by a nominee company (including, without limitation, the Investor) holding shares solely as a nominee for certain beneficiaries, those shares may be transferred to any new nominee company that is appointed to replace the previous nominee company.
- 34.8 Transfer to other beneficial owners

Where any shares are held by a nominee company (including, without limitation, the Investor holding shares solely as a nominee for certain beneficiaries, the beneficial interest in those shares may be transferred from such a beneficiary to any third party providing that third party is an individual and a member Growth Capital Ventures Limited's website hosted at <https://www.growthfunders.com/>.

35. Share transfers: compulsory transfers

35.1 Unless the Board resolve otherwise, a shareholder (or the Permitted Transferee of a shareholder) is deemed to have served a Transfer Notice in respect of his shares (save that if the event is in Compulsory Employee Transfer, this provision shall only apply to his A Ordinary Shares) immediately before any of the following events:

- (a) in the case of a shareholder (or a shareholder's Permitted Transferee) who is an individual:
 - (i) a petition being presented, or an order being made, for the shareholder's bankruptcy; or
 - (ii) an application to the court being made under section 253 of the Insolvency Act 1986 where the shareholder intends to make a proposal to his creditors for a voluntary arrangement; or
 - (iii) the shareholder making an individual voluntary arrangement with his creditors on agreed terms under section 263A of the Insolvency Act 1986; or
 - (iv) the shareholder convening a meeting of his creditors or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
 - (v) the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
 - (vi) any encumbrancer taking possession of, or a receiver being appointed over or in relation to, all or any material part of the shareholder's assets; or
 - (vii) the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets; or
- (b) in the case of a shareholder (or a shareholder's Permitted Transferee) which is a company or other body corporate:
 - (i) the passing of a resolution for the liquidation of the shareholder, other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the shareholder's group in which a new company assumes (and is capable of assuming) all the obligations of the shareholder; or
 - (ii) the shareholder entering into a composition or arrangement with its creditors or any class of its creditors; or
 - (iii) any chargor validly and lawfully taking any step to enforcing any charge created over any shares held by the shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
- (c) the shareholder transferring (or purporting to transfer) a share otherwise than in accordance with these Articles; or
- (d) the shareholder committing a breach of a material provisions of these Articles or the Investment Agreement; or
- (e) in the case of a shareholder (or the shareholder from whom the shareholder received any shares as a Permitted Transferee) who is an Employee, that shareholder or the original shareholder becoming a Departing Employee (a **Compulsory Employee Transfer**).

35.2 Notwithstanding any other provisions of these Articles, the Sale Price in respect of a Compulsory Employee Transfer shall, where the Departing Employee is a:

- (a) Bad Leaver, be the lower of the (i) the Issue Price and (ii) the Fair Value of the Sale Shares; or
- (b) a Good Leaver, be the Fair Value of the Sale Shares; or

- 35.3 Forthwith upon a Transfer Notice being deemed to be served under article 35.1 the shares subject to the relevant Deemed Transfer Notice (the **Relevant Shares**) shall cease to confer on the holder of them any rights:
- (a) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of shares;
 - (b) to receive dividends or other distributions otherwise attaching to those shares; or
 - (c) to participate in any future issue of shares issued in respect of those shares.
- 35.4 The directors may reinstate the rights referred to in article 35.3 at any time and, in any event, such rights shall be reinstated in respect of any Relevant Shares on completion of such transfer of those Relevant Shares pursuant to the Deemed Transfer Notice.
36. **Share transfers: drag along**
- 36.1 If those shareholder(s) holding at least 75% of the Ordinary Shares in issue for the time being (the **Selling Shareholders**) wish to transfer all (but not some only) of their shares (**Sellers' Shares**) to a bona fide third party purchaser on arm's-length terms (the **Proposed Buyer**) the Selling Shareholders shall have the option (the **Drag Along Option**) to require all the other shareholders (the **Called Shareholders**) to sell and transfer all of their interest in their shares with full title guarantee and free from all encumbrances to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the remaining provisions of this article 36.
- 36.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a **Drag Along Notice**), to each Called Shareholder at any time before the completion of the transfer of the Sellers' Shares to the Proposed Buyer. A Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their shares (the **Called Shares**) pursuant to this article 36;
 - (b) the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
 - (c) the consideration payable, in cash, for the Called Shares calculated in accordance with article 36.4; and
 - (d) the proposed date of completion of transfer of the Called Shares.
- 36.3 Once given, a Drag Along Notice may not be revoked save with the prior consent of the directors. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within thirty Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 36.4 The consideration (in cash) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be an amount per share equal to that being paid (in cash or otherwise) to the Selling Shareholders for each Sellers' Share.
- 36.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 36.
- 36.6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:
- (a) all of the Called Shareholders and the Selling Shareholders otherwise agree; or
 - (b) that date is less than ten Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place ten Business Days after the date of service of the Drag Along Notice.
- 36.7 Within ten Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their proportion of

the Called Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof) to the Company. On the expiration of that ten Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to article 36.4 (to the extent the Proposed Buyer has put the Company in the requisite funds). The Company's receipt for the amounts due pursuant to article 36.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to article 36.4 in trust for the Called Shareholders without any obligation to pay interest.

- 36.8 To the extent that the Proposed Buyer has not, on the expiration of the ten Business Day period, put the Company in funds to pay the amounts due pursuant to article 36.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 36 in respect of their Called Shares.
- 36.9 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and/or attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for that Called Shareholder's Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this article 36.
- 36.10 Upon any person, following the issue of a Drag Along Notice, becoming a shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, shares, whether or not pursuant to a share option scheme (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 36 shall apply *mutatis mutandis* to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares.
- 36.11 The Transfer of the Sellers' Shares is not subject to the pre-emption provisions of article 33. Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

37. Share transfers: tag along

- 37.1 If, in one or a series of related transactions, one or more Proposed Transferor(s) propose to transfer any of the shares which would, if carried out, result in the Proposed Transferee, and any person Acting in Concert with the Proposed Transferee, acquiring not less than 50% of the shares in the capital of the Company (a **Tag Along Event**), the remaining provisions of this article 37 shall apply.
- 37.2 Before entering in to such Tag Along Event, the Proposed Transferor(s) shall procure that the Proposed Transferee makes an offer (a **Tag Along Offer**) to the other shareholders to purchase all of the shares held by them for a consideration (in cash) per share that is at least equal to the highest price per share offered or paid (in cash or otherwise) by the Proposed Transferee (or any person Acting in Concert with the Proposed Transferee) to the Proposed Transferor(s) in respect of that Tag Along Event (the **Specified Price**).

- 37.3 The Offer shall be made by written notice (the **Tag Along Offer Notice**), at least 10 Business Days before the proposed completion date of the Tag Along Event (the **Sale Date**). To the extent not described in any accompanying documents, the Tag Along Offer Notice shall set out:
- (a) the identity of the Proposed Transferee;
 - (b) the Specified Price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of shares proposed to be purchased by the Proposed Transferee (the **Tag Along Offer Shares**).
- 37.4 If the Proposed Transferee fails to make the Tag Along Offer to all of the shareholders who are not Proposed Transferors, the Proposed Transferor(s) shall not be entitled to complete the Proposed Transfer relating to the Tag Along Event and the Company shall not register any transfer of shares effected in accordance with the Tag Along Event.
- 37.5 If the Tag Along Offer is accepted by any shareholder (an **Accepting Shareholder**) in writing within 5 Business Days of receipt of the Tag Along Offer Notice, the completion of the Tag Along Event shall be conditional on completion of the purchase of all the Tag Along Offer Shares held by the Accepting Shareholder(s).
- 37.6 The Proposed Transfer relating to the Tag Along Event is subject to the pre-emption provisions of article 33, but the purchase of Tag Along Offer Shares from Accepting Shareholders shall not be subject to those provisions (except in relation to any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any share before the date of service of the Tag Along Offer Notice).
38. **Share transfers: valuation**
- 38.1 Where the Sale Price for any shares is, in accordance with these Articles, to be the Fair Value, the remaining provisions of this article 38 apply.
- 38.2 The **Fair Value** shall be the price per share determined by the Expert to be the fair value for those shares. The Expert will determine and certify in writing to the Company the Fair Value as at the date of the Transfer Notice or Deemed Transfer Notice calculated by him on the following assumptions and basis:
- (a) valuing the Sale Shares as an arm's length sale between a willing seller and a willing buyer;
 - (b) on the assumption that the Company and its subsidiaries (if any) will continue in business as a going concern;
 - (c) valuing the Sale Shares as a rateable proportion of the total value of all the shares issued in the capital of the Company at that date, which value shall not be discounted or enhanced by reference to the number of the Sale Shares; and
 - (d) without being restricted to consideration of the latest available accounts but considering in addition the current financial position of the Company and its subsidiaries at the date of the Transfer Notice (as stated in the latest available management accounts) and in the light of all circumstances known at the time.
- 38.3 The Company and the Proposed Transferor shall use their respective reasonable endeavours to procure that the Expert determines the Sale Price within twenty-one Business Days of being requested to do so. The Expert shall act as an expert and not as an arbitrator and his determination shall be final and binding for all purposes (save in the case of manifest error). The costs of the Expert shall be paid equally by the Proposed Transferor (on the one part) and the Company (on the other part) save that:
- (a) if the Proposed Transferor should withdraw the transfer notice following such determination (pursuant to article 33.4); or
 - (b) if at the expiry of the period for the acceptance of the offer referred to in article 33.5 members of the Company have not agreed to purchase any of the Sale Shares,

then the cost of the Expert shall be paid by the Proposed Transferor alone.

- 38.4 Where the Expert is required to determine the Fair Value, neither the Company nor the Proposed Transferor shall unreasonably withhold or delay their consent to the Expert's terms of appointment. Where the Company and/or Proposed Transferor fail to agree the terms of the Expert's appointment, the Expert shall instead be appointed on terms decided by the President (on reference from the Company and/or Proposed Transferor).

39. Transmission of shares

- 39.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

- 39.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

- (a) may, subject to the other provisions of these Articles, choose either to become the holder of those shares or to have them transferred to another person; and
- (b) subject to the other provisions of these Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

- 39.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

40. Exercise of transmittees' rights

- 40.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

- 40.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

- 40.3 Any transfer made or executed under this article 40, is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

41. Transmittees bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 40.2 has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

42. Procedure for declaring dividends

- 42.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

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

- 42.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

- 42.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the rights attached to any shares, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

- 42.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

42.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

42.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

43. **Payment of dividends and other distributions**

43.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the distribution recipient in writing;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
- (d) any other means of payment as the directors agree with the distribution recipient in writing.

43.2 In these Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

44. **No interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the rights attached to the share; or
- (b) the provisions of another agreement between the holder of that share and the Company.

45. **Unclaimed distributions**

45.1 All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

45.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

45.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

46. Non-cash distributions

- 46.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 46.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

47. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

48. Authority to capitalise and appropriation of capitalised sums

- 48.1 Subject to the other provisions of these Articles, the directors may, if they are so authorised by an ordinary resolution:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions.
- 48.2 Capitalised sums must be applied:
- (a) on behalf of the persons entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.
- 48.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 48.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 48.5 Subject to the other provisions of these Articles the directors may:
- (a) apply capitalised sums in accordance with articles 48.3 and 48.4 partly in one way and partly in another;

- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PURCHASE OF OWN SHARES

48.6 Subject to the Act, but otherwise without prejudice to (i) any of its other rights under the Act or otherwise by law to purchase its own shares; and/or (ii) any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act (including, out of capital or cash in either such case up to any amount in a financial year not exceeding the lower of:

- (a) £15,000; and
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company).

PART 4 – DECISION MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

49. Attendance and speaking at general meetings

49.1 Save as otherwise provided in these Articles, a person is able attend and exercise the right to speak at a general meeting when that person is entitled to receive notice of, attend and vote on resolutions to be decided at such meeting and is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

49.2 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

49.3 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

49.4 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

50. Quorum for general meetings

50.1 Subject to article 50.2, the quorum for a general meeting (or any such adjourned meeting) is two members (or their appointed proxies) who are entitled to vote on the resolutions to be decided at such meeting.

50.2 If, for the time being, the Company only has one member, then (notwithstanding article 50.1), for so long as the Company only has one member, the quorum for a general meeting is that sole member (or a proxy appointed by him).

50.3 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

51. Chairing general meeting

51.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

51.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the directors present; or
- (b) (if no directors are present), the meeting,

must appoint a director or shareholder (or a shareholder's appointed proxy) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

51.3 The person chairing a meeting in accordance with this article 51 is referred to as "**the chairman of the meeting**".

52. **Attendance and speaking by directors and non-shareholders**

52.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

52.2 The chairman of the meeting may permit other persons who are not:

- (a) shareholders of the Company; or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

53. **Adjournment**

53.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

53.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

53.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

53.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

53.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

53.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

54. **Voting: general**

54.1 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 54.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 55. **Errors and disputes**
- 55.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 55.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.
- 56. **Poll votes**
- 56.1 A poll on a resolution may be demanded:
 - (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 56.2 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 56.3 A demand for a poll may be withdrawn if:
 - (a) the poll has not yet been taken; and
 - (b) the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 56.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- 57. **Content of proxy notices**
- 57.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
 - (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate.
- 57.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 57.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 57.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 58. Delivery of proxy notices**
- 58.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 58.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 58.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 58.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 59. Amendments to resolutions**
- 59.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 59.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 59.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5 – ADMINISTRATIVE ARRANGEMENTS

60. Change of the Company's name

The name of the Company may be changed by:

- (a) a unanimous decision of the directors; or
- (b) otherwise, in accordance with the Act.

61. Means of communication to be used

- 61.1 Subject to the other provisions of these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act 2006

provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

61.2 Subject to the other provisions of these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

61.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

62. **Company seals**

62.1 Any common seal may only be used by the authority of the directors.

62.2 The directors may decide by what means and in what form any common seal is to be used.

62.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

62.4 For the purposes of this article 62, an **authorised person** is:

- (a) any director of the Company;
- (b) the Company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

63. **No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

64. **Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

65. **Indemnity and insurance**

65.1 Subject to article 65.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them;
 - (ii) in relation to the Company's (or an associated company's) activities as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants

him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 65.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.
- 65.2 This article 65 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 65.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 65.4 In this article 65:
- (a) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company;
 - (b) a **relevant officer** means any director or other officer or former director or other officer of the Company or associated company (including any company which is a trustee of an occupational pension scheme), but excluding in each case any person engaged by the Company or associated company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
 - (c) an **associated company** has the meaning given in section 256 of the Act (and a reference to **associated companies** shall be construed accordingly).