

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**DELIVRME LIMITED**

Company number 11598420

**(ADOPTED BY SPECIAL RESOLUTION PASSED ON .....1 March.....2021)**

**1 INTERPRETATION**

In these articles, unless the context otherwise requires, the following definitions and rules of interpretation shall apply:

- 1.1 **"Act"** means the Companies Act 2006;
- 1.2 **"appointer"** shall have the meaning given in article 13.1;
- 1.3 **"articles"** means the company's articles of association for the time being in force;
- 1.4 **"business day"** means any day other than a Saturday, Sunday or public holiday in England and Wales;
- 1.5 **"conflict"** shall have the meaning given in article 9.1;
- 1.6 **"control"** has the meaning given in section 450 of the Corporation Tax Act 2010;
- 1.7 **"eligible director"** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
- 1.8 **"fair value"** means the fair value of any sale shares as determined in accordance with article 18.2;
- 1.9 **"Founder"** means Zakariya Lloyd;
- 1.10 **"member"** or **"shareholder"** means any holder of shares in the Company from time to time;
- 1.11 **"model articles"** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these articles;
- 1.12 **"relevant officer"** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by Section 235(6) of the Act));
- 1.13 **"subsidiary"** and **"holding company"** shall be as defined in Section 1159 of the Act;
- 1.14 **"transfer notice"** means an irrevocable notice in writing given by any shareholder to the other shareholders where the first shareholder desires, or is required by these articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares. Where such notice is deemed to have been served it shall be referred to as a "deemed transfer notice";
- 1.15 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the model articles shall have the same meaning in these articles, subject to

which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these articles;

- 1.16 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles;
- 1.17 A reference in these articles to an "**article**" is a reference to the relevant article of these articles unless expressly provided otherwise;
- 1.18 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - 1.18.1 any subordinate legislation from time to time made under it; and
  - 1.18.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; and
- 1.19 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 MODEL ARTICLES**

- 2.1 The model articles shall apply to the company, except in so far as they are modified or excluded by these Articles or are inconsistent with these articles.
- 2.2 Articles 7, 8, 9(1) and (3), 11(2) and (3), 13, 14(1) (2) (3) and (4), 17(1) and (2), 44(2), 49, 52 and 53 of the model articles shall not apply to the company.
- 2.3 Article 20 of the model articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 2.4 Article 27(3) of the model articles shall be amended by the insertion of the words", subject to article 12," after the word "But".
- 2.5 Article 29 of the model articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

## **3 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 3.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 4.
- 3.2 If—
  - 3.2.1 the company only has one director for the time being, and
  - 3.2.2 no provision of the 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 and/or the model articles relating to directors' decision-making (including for the avoidance of doubt the quorum requirements in article 6).

## **4 UNANIMOUS DECISIONS OF DIRECTORS**

- 4.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

## **5 CALLING A DIRECTORS' MEETING**

- 5.1 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.
- 5.2 Notice of a director's meeting shall be given to each director but need not be in writing.

## **6 QUORUM FOR A DIRECTORS' MEETING**

- 6.1 Subject to article 6.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors, save that in the event that the company has only one director or one director eligible to vote, then that director shall form a quorum for the transaction of business at that meeting.
- 6.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 9 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 6.3 If the total number of directors in office for the time being is less than the quorum required, the then director or directors must not take any decision other than a decision:
  - 6.3.1 to appoint further directors; or
  - 6.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

## **7 CHAIRMAN'S CASTING VOTE**

- 7.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote.
- 7.2 For so long as the Founder holds shares in the capital of the Company, the Founder shall be appointed the chairman and model article 12 shall be disappplied.
- 7.3 Article 7.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

## **8 DIRECTORS' TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

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

- 8.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- 8.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 8.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 8.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 8.5 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
- 8.6 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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.

## 9 DIRECTORS' CONFLICTS OF INTEREST

- 9.1 The directors may, in accordance with the requirements set out in this article, 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 ("**conflict**").
- 9.2 Any authorisation under this article will be effective only if:
  - 9.2.1 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;
  - 9.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the interested director; and
  - 9.2.3 the matter was agreed to without the interested director voting or would have been agreed to if the interested director's vote had not been counted.
- 9.3 The shareholders may, by ordinary resolution, authorise any matter or situation proposed to them by any director which would, if not authorised, involve an interested director breaching his duty under Section 175 of the Act to avoid a conflict.
- 9.4 Any authorisation of a conflict under this article may (whether at the time of giving the authorisation or subsequently):
  - 9.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 9.4.2 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;
  - 9.4.3 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;
  - 9.4.4 impose upon the interested director such other terms for the purposes of dealing with the conflict as the directors think fit;
  - 9.4.5 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
  - 9.4.6 permit the interested director to absent himself from the discussion of matters relating to the conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 9.5 Where the directors or shareholders authorise a conflict, the interested director will be obliged to conduct himself in accordance with any terms imposed by the directors or the shareholders (as appropriate) in relation to the conflict.
- 9.6 The directors or shareholders (as appropriate) 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.
- 9.7 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 shareholders pursuant to article 9.3 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.

## 10 **DIRECTORS' RECORDS**

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.

## 11 **NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

## 12 **APPOINTMENT AND REMOVAL OF DIRECTORS**

- 12.1 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:
- 12.1.1 by ordinary resolution; or
  - 12.1.2 by decision of the directors.

- 12.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 12.3 The holder or holders of more than 50% of the ordinary shares in issue for the time being may remove any director from office. Every such removal shall be in writing and signed on or on behalf of the said holders and a copy shall be delivered to all members. It shall take effect upon receipt at the registered office of the company or by the secretary.

### 13 **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 13.1 Any director ("**appointer**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 13.1.1 exercise that director's powers; and
- 13.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 13.2 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.
- 13.3 The notice must:
- 13.3.1 identify the proposed alternate; and
- 13.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

### 14 **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 14.1 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.
- 14.2 Except as the articles specify otherwise, alternate directors:
- 14.2.1 are deemed for all purposes to be directors;
- 14.2.2 are liable for their own acts and omissions;
- 14.2.3 are subject to the same restrictions as their appointors; and
- 14.2.4 are not deemed to be agents of or for their appointors
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.
- 14.3 A person who is an alternate director but not a director:
- 14.3.1 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);

14.3.2 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); and

14.3.3 shall not be counted as more than one director for the purposes of articles 14.3.1 and 14.3.2.

14.4 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), but shall not count as more than one director for the purposes of determining whether a quorum is present.

14.5 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.

## 15 **TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates:

15.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

15.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

15.3 on the death of the alternate's appointor; or

15.4 when the alternate's appointor's appointment as a director terminates.

## 16 **FURTHER ISSUE OF SHARES: PRE-EMPTION**

16.1 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.

16.2 Unless otherwise agreed by ordinary resolution, if the company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme agreed by the board from time to time), those 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 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:

16.2.1 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

16.2.2 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 equity securities ("**excess securities**") for which he wishes to subscribe.

16.3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with article 16.2 shall be used for satisfying any requests for excess securities made pursuant to article 16.2. 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 16.2 (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.

- 16.4 Subject to articles 16.2 and 16.3 and to Section 551 of the Act, any 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.

## 17 **SHARE TRANSFERS**

- 17.1 Save in respect of the Founder, no shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share except with the prior written consent of the board of directors for the time being or in accordance with the terms of articles 18 and 19 (in which case the board shall approve such action). For the avoidance of doubt, this article 17.1 shall not apply to the Founder who shall be permitted to transfer his shares without restriction.
- 17.2 For the purpose of ensuring that a particular transfer of shares is permitted under these articles, the directors may require the transferor or the person named as the transferee in any transfer lodged for registration to furnish to the company such information and evidence as the directors may think necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of the directors within a period of 20 business days after such request the directors shall be entitled to refuse to register the transfer in question.
- 17.3 In addition to the provisions of article 17.2, the directors may refuse to register a transfer if it is a transfer of a share to a bankrupt, a minor or a person of unsound mind;
- 17.4 If a shareholder becomes aware of any event which is deemed to give rise to an obligatory transfer in accordance with article 19 he shall immediately give written notice of such event to the directors.

## 18 **SHARE TRANSFERS - PRE-EMPTION**

- 18.1 Any shareholder who (is not the Founder) who wishes to transfer or otherwise dispose of any legal or beneficial interest in his shares ("**seller**") must give a transfer notice in respect of his shares to the company. The transfer notice shall be in respect of only one class of share and shall specify the number and class of shares which the seller wishes to sell ("**sale shares**"). The transfer notice shall constitute the appointment of the company as the seller's agent for the sale of the sale shares in accordance with this article 18. A transfer notice shall not be withdrawn without the consent of the directors.
- 18.2 The sale price for the sale shares shall be agreed between the seller and the directors or, failing agreement, shall be the price certified:
- 18.2.1 (upon request by both the seller and the directors) by the auditors/accountants for the time being of the company; or
- 18.2.2 failing such request by such independent accountants as the seller and the directors shall agree, or (in the absence of such agreement) as may be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales.



- 18.3 The price so certified shall be the fair value of the sale shares at the date of the transfer notice:
- 18.3.1 on a going concern basis;
  - 18.3.2 assuming a willing seller and a willing buyer and disregarding any restrictions on transfer; and
  - 18.3.3 on terms that no discount shall be applied to the transfer shares by reason of the fact that (if such is the case) they represent only a minority interest in the company; and
- in so certifying, the auditors/accountants or independent accountants (as applicable) shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the seller and the relevant transferees and their fees shall be paid by the seller and the company equally unless otherwise agreed in writing between them.
- 18.4 Within 10 business days of receipt of a transfer notice or deemed transfer notice (or within five business days after the ascertainment of the sale price, if later) the company shall offer the sale shares to all shareholders holding shares of the same class as the sale shares (other than the seller), 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:
- 18.4.1 shall be in writing, shall be open for acceptance for a period of 20 business days from the date of the offer ("**offer period**") and shall give details of the number and sale price of the relevant sale shares; and
  - 18.4.2 may stipulate that any shareholder who wishes to subscribe for a number of sale shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess sale shares ("**excess securities**") for which he wishes to subscribe.
- 18.5 Any sale shares not accepted by shareholders pursuant to the offer made to them in accordance with article 18.4.1 shall be used for satisfying any requests for excess securities made pursuant to article 18.4.2. If there are insufficient excess securities to satisfy such requests, the excess securities shall be allotted to the relevant applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with article 18.4.1 (as nearly as possible without involving fractions or increasing the number of excess securities allotted to any shareholder beyond that applied for by him).
- 18.6 The shareholders (excluding the seller) may unanimously agree at any time before the expiration of the offer period to nominate a third party or parties ("**nominee purchasers**") to purchase some or all of the sale shares at the sale price.
- 18.7 If the company shall, during the offer period find shareholder and/or nominee purchasers willing to purchase all of the sale shares at the sale price (together "**purchasers**"), the directors shall give written notice to the seller of the name and address of each purchaser and the number of sale shares to be purchased by him. Upon receipt of such notice, the seller shall be bound, upon payment of the sale price, to transfer the sale shares to the relevant purchaser(s).
- 18.8 In the event that any shareholder serves or is deemed to have served a transfer notice in respect of his shares before or during an offer period he shall not be entitled to purchase any sale shares pursuant to this article 18, and any shares already offered to him may be transferred to any shareholder or nominee purchaser at the discretion of the Board.

- 18.9 Completion of the sale and purchase of the sale shares shall be completed at a place and time (being, subject to article 18.10, not less than five nor more than 10 business days after the expiration of the offer period) to be appointed by the directors.
- 18.10 If the company shall fail to find purchasers or nominee purchasers to buy some or all of the sale shares within the offer period the company may agree that, subject to due compliance with the relative provisions of the Act, the company may purchase all or any number of the sale shares at the sale price and shall serve the seller with written notice of its intention to do so within not more than 10 business days after expiration of the offer period or periods, whereupon the sales and purchases of the sale shares or any of them pursuant to the provisions of this article may be deferred for a reasonable period so as to enable the company to comply with the relative provisions of the Act in connection with its said purchase.
- 18.11 The seller shall not be bound to sell any sale shares unless all the sale shares are sold. If the company shall fail to:
- 18.11.1 find purchasers for all the sale shares within the offer period; and/or
- 18.11.2 itself serve notice upon the seller in conformity with article 18.10;
- or if, through no default of the seller, the purchase of the sale shares is not completed within five business days after the date appointed by the directors, the seller may, at any time within 75 business days after that date transfer to any person (approved in advance of the transfer by the board) on a bona fide sale at a price per share not less than the sale price (without any deduction, rebate or allowance) any of the sale shares.
- 18.12 If the Seller fails to transfer any share which he has become bound to transfer:
- 18.12.1 the chairman of the company (or, failing him, one of the other directors, or some other person nominated by a resolution of the board) may, as agent on behalf of the seller:
- 18.12.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant sale shares to the purchasers or nominee purchasers;
- 18.12.1.2 receive the consideration and give a good discharge for it (and no purchaser or nominee purchaser shall be obliged to see to the distribution of the consideration); and
- 18.12.1.3 (subject to the transfers being duly stamped) enter the purchaser or nominee purchaser in the register of members as the holders of the sale shares purchased by them; and
- 18.12.2 the company shall pay the consideration into a separate bank account in the Company's name on trust (but without interest) for the seller until he has delivered his certificate(s) for the relevant sale shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those sale shares, to the Company.
- 18.12.3 where a document is being signed for the seller then the seller shall indemnify the Company, the directors and any person signing on his behalf against all and any costs,

liabilities and losses which he may suffer and which are in any way directly or indirectly associated with such signing.

- 18.13 Any obligation to transfer shares under this article 18 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such shares free from any lien, charge, encumbrance or other third party rights such as options.

## **19 OBLIGATORY SHARE TRANSFERS**

- 19.1 Upon a transmittee or trustee becoming entitled to shares in consequence of the death or bankruptcy of a shareholder or as a consequence of a shareholder lacking capacity (under the Mental Capacity Act 2005 or any statutory re-enactment, amendment or modification of it), the transmittee shall be regarded as giving a deemed transfer notice in relation to such share at such time as the directors determine and the provisions of article 18 shall apply to such shares.
- 19.2 If a company that is a shareholder undergoes a change of control or resolves to appoint or has appointed a liquidator, administrator or administrative receiver over it (or a material part of its business), that shareholder shall be regarded as giving a deemed transfer notice in respect of all shares held by it at such time as the directors determine and the provisions of article 18 shall apply to such shares.
- 19.3 If a shareholder (other than the Founder) also being an employee or director of the company shall cease such role(s) for any reason, so that he is no longer a director or employee of the company or its subsidiary then he shall be bound forthwith to give to the company a transfer notice of all the shares registered in his/their name(s) and in default of such transfer notice being given within one month of such cessation then he/they shall be deemed to have given such notice at the expiration of the said period of one month. All the provisions of Article 18 shall apply to a notice given pursuant to this article. For the avoidance of doubt, this article 19.3 shall not apply to the Founder.

## **20 PURCHASE OF OWN SHARES**

- 20.1 Subject to the Act but without prejudice to any other provision of these articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:
- 20.1.1 £15,000; and
- 20.1.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.
- 20.2 In the event that the threshold set out in Section 692(1)(b)(i) of the Act is increased the amount in article 20.1 shall automatically be increased accordingly.

## **21 SHAREHOLDER POLL VOTES**

- 21.1 A poll may be demanded at any general meeting by any qualifying person (as defined in Section 318 of the Act) present and entitled to vote at the meeting.
- 21.2 Article 44(3) of the model articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

## **22 PROXIES**

- 22.1 Article 45(1)(d) of the model articles shall be deleted and replaced with the words "is delivered to the company in accordance with the 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 the general meeting (or adjourned meeting) to which they relate".
- 22.2 Article 45(1) of the model articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

## 23 COMMUNICATIONS

- 23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 23.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 2 days after (and excluding) the date that it was posted;
- 23.1.2 if properly addressed and sent by airmail either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom five business days after (and excluding) the date that it was posted provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the postal service provider;
- 23.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 23.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; or
- 23.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 23.2 For the purposes of this article, no account shall be taken of any part of a day that is not a business day.
- 23.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## 24 INDEMNITY

- 24.1 Subject to article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 24.1.1 each relevant officer may be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
- 24.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- 24.1.1.2 in relation to the company's (or any associated company's) activities as 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 (or any associated company's) affairs; and

24.1.2 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 24.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

24.2 This article 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.

24.3 In this article companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## 25 **INSURANCE**

25.1 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 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.

25.2 In this article, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## 26 **DRAG ALONG**

26.1 If holders of 60% or more of the issued ordinary shares from time to time (for the purpose of this article 26 the "**selling shareholders**") wish to transfer all (but not some only) of their shares (the "**sale shares**"), they shall have the option (the "**drag along option**") to require, in accordance with this article, all of the other holders of ordinary shares (the "**other shareholders**") to transfer all of their shares in the company with full title guarantee to a bona fide and arm's length purchaser (the "**proposed purchaser**").

26.2 Before the selling shareholders shall issue a drag along notice pursuant to article 26.3 they shall give notice in writing to all of the other shareholders of the offer to acquire the sale shares (the "**offer notice**"). The offer notice shall specify the proposed purchaser and the price per sale share which the proposed purchaser has indicated it is prepared to offer for the entire issued share capital of the company (the "**offer price**").

26.3 The Selling Shareholders may exercise the drag along option by giving notice to that effect (a "**drag along notice**") to the other shareholders. A drag along notice shall specify that the other shareholders are required to transfer all of their shares pursuant to this article to the proposed purchaser, the price at which the shares are to be transferred (determined in accordance with article 26.5, the proposed date of transfer and the identity of the proposed purchaser.

- 26.4 A drag along notice shall be irrevocable and shall lapse if for any reason the selling shareholders shall not sell their shares to the proposed purchaser within 60 business days after the date of the drag along notice.
- 26.5 The other shareholders shall be obliged to sell their shares at the price per share specified in the drag along notice which shall be no less than the price per share offered by the proposed purchaser for the ordinary shares of the selling shareholders.
- 26.6 Completion of the sale of the other shareholders' shares shall take place on the same date as the date proposed for completion of the selling shareholders' shares.
- 26.7 The rights of pre-emption and other restrictions contained in these articles shall not apply on any sale and transfer of shares to the proposed purchaser named in a drag along notice.
- 26.8 If any member fails to deliver executed share transfer form(s) and share certificates and confirmation in a form reasonably required by the proposed purchaser that they are sold with full title guarantee then he shall be deemed to have appointed any director of the company to be his agent and attorney to execute such documents on his behalf and against receipt by the company (on trust for such member) of the appropriate purchase monies, to deliver such executed transfer(s) and information (if appropriate) to the proposed purchaser and it shall be no impediment to completion of the transfer that such member's share certificate(s) has/have not been produced.

## 27 TAG ALONG

- 27.1 If any shareholder receives an offer from, or reaches agreement with, a third party for the purchase by such third party of 60% or more of the entire issued share capital of the Company (the "**majority holding**"), which the holders of such majority holding wish to accept (the "**majority vendors**"), the majority vendors must serve a notice to that effect on all the other shareholders (the "**minority vendors**").
- 27.2 Upon receipt of the notice served in accordance with article 27.1, the minority vendors shall, for a period of 5 business days following receipt of such notice (the "**option period**"), have the option (the "**tag along option**") to serve a counter-notice on the majority vendors (the "**tag along option notice**") providing that the majority vendors shall not be entitled to sell the majority holding to the third party unless all the issued shares are sold to such third party on (pro rata) identical terms, or as near identical terms as are practicable in the circumstances, but in any event for the same price per share, as the third party shall have offered to the majority vendors.
- 27.3 A tag along option notice must be delivered within the option period to all of the majority vendors, and signed by or on behalf of all of the minority vendors, failing which the tag along option will lapse and thereupon, subject to the provisions of article 18, the majority vendors shall be entitled to sell the majority holding to the third party.
- 27.4 A tag along option notice, once given, may not be withdrawn except with the written consent of the majority vendors.