

8 APRIL

2022

PRAETURA DEBT SERVICES LIMITED

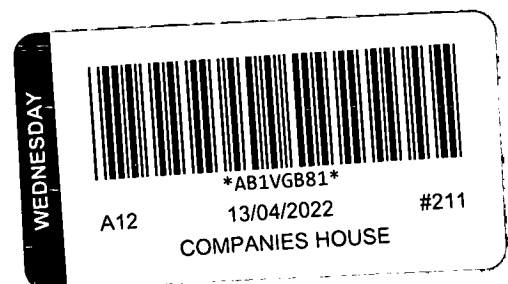
(company number 12073847)

ARTICLES OF ASSOCIATION

adopted on

8 April

2022



Company number: 12073847

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PRAETURA DEBT SERVICES LIMITED

(the "Company")

(adopted by special resolution passed on 8 April 2022)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following definitions will apply:

"Act"	the Companies Act 2006;
"Adoption Date"	the date of the adoption of these Articles by the Company;
"A Ordinary Member"	the holders for the time being of A Ordinary Shares and "A Ordinary Member" shall be construed accordingly;
"A Ordinary Shares"	the A Ordinary shares of £1.00 each in the capital of the Company from time to time, having the rights and being subject to the restrictions set out in these Articles;
"B Ordinary Member"	the holders for the time being of B Ordinary Shares and "B Ordinary Member" shall be construed accordingly;
"B Ordinary Shares"	the B Ordinary shares of £1.00 each in the capital of the Company from time to time, having the rights and being subject to the restrictions set out in these Articles;
"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) during which clearing banks in London are open for normal business;
"Compulsory Transfer"	has the meaning given in article 10.1;

"Controlling Interest"	an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;
"Director"	a duly appointed director of the Company for the time being;
"Disposal"	the disposal by the Company of all, or substantially all of, its business and assets;
"Eligible Director"	a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;
"Employee"	an individual who is, or has been, an employee of, or who does provide or has provided consultancy services to, any Group Company;
"E Ordinary Members"	the holders for the time being of E Ordinary Shares and "E Ordinary Member" shall be construed accordingly;
"E Ordinary Shares"	the E Ordinary shares of £0.01 each in the capital of the Company from time to time, having the rights and being subject to the restrictions set out in these Articles;
"Exit"	shall mean: <ul style="list-style-type: none"> (a) a Disposal; (b) a Listing; or (c) a Share Sale;
"Exit Proceeds"	shall mean: <ul style="list-style-type: none"> (a) in respect of a Disposal, the aggregate consideration payable in respect of the undertaking, business and assets to be acquired by the buyer(s) to the Company in connection with such Disposal, whether in cash and/or the cash equivalent of non-cash assets (including, in each case, any deferred or contingent consideration) paid or agreed to be

paid for the sale, transfer or disposal which is the subject of such Disposal, after the deduction of all reasonable fees, costs and expenses (including tax) of the Company in connection with such Disposal;

- (b) in respect of a Listing, the market value of the Shares which are the subject of the Listing as determined by reference to, or otherwise taking into account, any placing price stated in the Listing prospectus or which might otherwise be indicated by the professional advisors on the Listing process, but excluding any new issue of shares which is to take place on, or in contemplation of, the Listing;
- (c) in respect of a Share Sale, the aggregate consideration payable in respect of the Shares by the buyer(s) in connection with such Share Sale, whether in cash and/or the cash equivalent of non-cash assets (including, in each case, any deferred or contingent consideration) paid or agreed to be paid for the sale, transfer or disposal which is the subject of such Share Sale;

“Expert”

the expert identified and engaged in accordance with article 22;

“Fair Value”

the price which the Expert states in writing to be their opinion of the fair value of the Shares concerned, calculated on the basis that:

- (a) the fair value is the sum which a willing buyer would agree with a willing seller on an arm's length sale to be the purchase price for the Shares concerned on a Share Sale;
- (b) no account shall be taken of the size of the holding which the relevant Shares comprise or whether those Shares represent a majority or minority interest;
- (c) no account shall be taken of the fact that the transferability of the relevant

Shares is restricted under these Articles;

- (d) if the Company is carrying on business as a going concern, it will continue to do so; and
- (e) any difficulty in applying any of the bases set out above shall be resolved by the Expert as they, in their absolute discretion, think fit;

“Good Leaver”

a B Ordinary Member or an E Ordinary Member who ceases to be an employee or director of, or a consultant to, a Group Company, where such B Ordinary Member or E Ordinary Member is not a Very Bad Leaver;

“Group Company”

a body corporate which is at the relevant time:

- (a) the Company;
- (b) a subsidiary of the Company; or
- (c) any holding company of the Company or any subsidiary of such holding company, and

“Group Companies” shall be construed accordingly;

“Hurdle”

£25,000,000 (twenty-five million pounds);

“Issue Price”

in relation to any B Ordinary Share or E Ordinary Share, the amount paid up or credited as paid up on such B Ordinary Share or E Ordinary Share, including the full amount of any premium at which such B Ordinary Share or E Ordinary Share was issued;

“Leaver”

a B Ordinary Member or an E Ordinary Member:

- (a) who becomes a Good Leaver;
- (b) who becomes a Very Bad Leaver; or
- (c) to whom a Relevant Event under Article 10 occurs;

“Leaver Shares”

in relation to a Leaver means the Shares held by:

- (a) the Leaver; and
- (b) including any Shares acquired any such person after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice;

“Liquidation”	the liquidation, dissolution or winding-up of the Company pursuant to the making of a winding-up order by the court on the passing of a resolution by the Shareholders that the Company be wound up or dissolved (save for a voluntary liquidation for the purposes of a bona fide scheme, solvent amalgamation or reconstruction);
“Listing”	<p>either:</p> <ul style="list-style-type: none"> (a) the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the LSE’s market for listed securities; (b) the admission of all or any part of the Shares to trading on AIM, a market operated by LSE; or (c) the admission of all or any part of the Shares to listing and/or trading on any other Recognised Investment Exchange, <p>and, in any such case, such admission becoming unconditionally effective;</p>
“LSE”	London Stock Exchange plc;
“Member”	a registered holder of an issued Share from time to time, as recorded in the register of members of the Company;
“Model Articles”	the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;
“PLC Model Articles”	means Schedule 3 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended by any subsequent or future articles;
“Recognised Investment Exchange”	has the meaning given in section 285(1) Financial Services and Markets Act 2000;
“Relevant Securities”	any Share, or any right to subscribe for, or convert any securities into any Share;

"Return Proceeds"	has the meaning given in article 6.2.2;
"Share Option Scheme"	a share option scheme of the Company or other Group Company from time to time in force;
"Shares"	the A Ordinary Shares, B Ordinary Shares and E Ordinary Shares;
"Share Sale"	the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons acting in concert with the buyer of those Shares together acquiring a Controlling Interest, except where the identities of the shareholders in the buyer and the proportion of shares of the buyer held by each of them following completion of the sale are the same as the identities of the Members and their respective shareholdings in the Company immediately before the sale;
"subsidiary"	has the meaning given to it in section 1159 of the Act;
"Transfer Notice"	shall mean notice in writing by the Leaver to the Company specifying that the Leaver shall transfer all the Leaver Shares to the Company (or such person as the Board may direct) at a price equal to the Transfer Price; and
"Very Bad Leaver"	<p>a B Ordinary Member or an E Ordinary Member who ceases to be an employee or director of, or a consultant to, a Group Company:</p> <ul style="list-style-type: none"> (a) as a result of summary dismissal of that Member's service agreement or termination of the consultancy agreement or engagement of such Member as a result of gross misconduct, fraud or dishonesty; (b) as a result of breach of the restrictive covenants contained in that Member's service agreement; or (c) and who, before an Exit, commences employment with a company in competition with any Group Company.

- 1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.
- 1.3 In these Articles a reference to:
- 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;
 - 1.3.2 a "**subsidiary**" shall include a reference to a "**subsidiary**" and a "**subsidiary undertaking**" (each as defined in the Act) and a reference to a "**holding company**" shall include a reference to a "**holding company**" and a "**parent undertaking**" (each as defined in the Act);
 - 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and
 - 1.3.4 writing includes any mode of reproducing words in a legible and non-transitory form other than fax;
 - 1.3.5 "**these Articles**" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.
- 1.4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.
2. **SHARE CAPITAL AND ISSUE OF SHARES**
- 2.1 The share capital of the Company is divided into A Ordinary Shares, B Ordinary Shares and E Ordinary Shares.
- 2.2 The Directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company to allot Relevant Securities. The authority granted under this article 2.1 shall:

- 2.2.1 be limited to a maximum amount in nominal value of £100,000;
 - 2.2.2 only apply in so far as it is not renewed, waived or revoked by ordinary resolution of the Members; and.
 - 2.2.3 expire on the day immediately preceding the fifth anniversary of the Adoption Date, provided that the Directors may allot Relevant Securities after the expiry of such period in pursuance of an offer or agreement to do so made by the Company within such period.
- 2.3 The Directors may allot, grant or otherwise dispose of Relevant Securities to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that no Share shall be issued at a discount.
- 2.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company.

3. PARTLY PAID SHARES

- 3.1 The provisions contained in articles 52 to 62 inclusive of the PLC Model Articles shall apply to the Company.
- 3.2 Article 21 in the Model Articles shall not apply to the Company.
- 3.3 The Company may, subject to article 3.4, elect to set off any amount due from a Member under this article 3 against any amount payable to that Member by the Company or any Group Company from time to time.
- 3.4 Where a Member is entitled to receive any Return Proceeds and/or Exit Proceeds in accordance with the provisions of these articles, any such Return Proceeds and/or Exit Proceeds payable to such Member shall be paid to that Member net of any amount which shall, at that time, remain unpaid on the Shares held by that Member and that Member hereby irrevocably authorises the Company to so apply any such amount prior to any payment to that Member of the Return Proceeds and/or Exit Proceeds (net of such amount).

4. VOTING

- 4.1 The A Ordinary Shares shall confer on each A Ordinary Member the right to receive notice of, and to attend, speak and vote at any general meeting of the Company and to receive and vote on any written resolutions of the Company.
- 4.2 On a show of hands, each A Ordinary Member (whether (being an individual) present in person or (being a company) present by a representative, or by a proxy duly appointed by that A Ordinary Member), shall have one vote.
- 4.3 On a poll or a written resolution of the members of the Company, each A Ordinary Member shall have one vote for each A Ordinary Share held by such A Ordinary Member.
- 4.4 The B Ordinary Members and the E Ordinary Members shall not be entitled to receive notice of, to attend, to speak or to vote at any general meeting of the Company or to receive or vote

on, or otherwise constitute an eligible member for the purposes of, any written resolutions of the Company.

5. DIVIDENDS

- 5.1 The Board may in its absolute discretion declare a dividend on the A Ordinary Shares and B Ordinary Shares (as if they constituted one class) or pay a dividend on the A Ordinary Shares and B Ordinary Shares (as if they constituted one class) out of the profits available for distribution. Any such dividend paid on the A Ordinary Shares and B Ordinary Shares (as if they constituted one class) shall be distributed amongst the A Ordinary Members and B Ordinary Members on a pro rata and pari passu basis according to the proportion that the total number of Shares held by each A Ordinary Member and B Ordinary Member bears to the total number of A Ordinary Shares and B Ordinary Shares then in issue.
- 5.2 The E Ordinary Members shall not be entitled to receive any dividends or any equivalent dividend or compensatory payment in respect of any dividend paid on the E Ordinary Shares.
- 5.3 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.
- 5.4 No dividend may be declared or paid unless it is in accordance with these Articles.

6. EXIT

On an Exit, the Exit Proceeds shall be distributed in the following order of priority:

- 6.1 where the Exit Proceeds are less than the Hurdle:

6.1.1 the E Ordinary Members shall not be entitled to receive any Exit Proceeds; and

6.1.2 the Exit Proceeds shall be distributed amongst the A Ordinary Members and B Ordinary Shares (as if they constituted one class) on a pro rata and pari passu basis according to the proportion that the total number of Shares held by each A Ordinary Member and B Ordinary Member bears to the total number of A Ordinary Shares and B Ordinary Shares then in issue; or

- 6.2 where the Exit Proceeds are equal to or greater than the Hurdle:

6.2.1 first, in paying to the A Ordinary Members and B Ordinary Shares (as if they constituted one class), a sum equal to the proportion of Return Proceeds up to (but not including) £25,000,000 on a pro rata and pari passu basis according to the proportion that the total number of Shares held by each A Ordinary Member and B Ordinary Member bears to the total number of A Ordinary Shares and B Ordinary Shares then in issue; and

- 6.2.2 thereafter, in distributing the remaining balance of the Return Proceeds amongst the E Ordinary Members, A Ordinary Members and B Ordinary Shares (as if the E Ordinary Shares, A Ordinary Members and B Ordinary Shares constituted shares of the same class) on a pro rata and pari passu basis according to the proportion that the total number of Shares held by each E Ordinary Member, B Ordinary Member and A Ordinary Member bear to the total number of Shares then in issue.

7. RETURN OF CAPITAL

On a return of capital on Liquidation, capital reduction or otherwise (other than a conversion, redemption or purchase of Shares), the assets of the Company remaining after the payment of its liabilities (the "**Return Proceeds**") shall be applied (to the extent that the Company is lawfully able to do so) in the manner set out in article 6.

8. TRANSFER OF SHARES - GENERAL

- 8.1 In these Articles, reference to the transfer of a Share 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.
- 8.2 Unless as otherwise prescribed in these articles, the B Ordinary Shares and the E Ordinary Shares may only be transferred by a B Ordinary Member or an E Ordinary Member with the prior written consent of the Board.
- 8.3 The A Ordinary Shares may be transferred by an A Ordinary Member without any price or other restriction.
- 8.4 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. The Directors shall register any duly stamped transfer made in accordance with these articles, unless they suspect that the proposed transfer may be fraudulent.
- 8.5 The 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.
- 8.6 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- 8.7 The Company may retain any instrument of transfer which is registered.
- 8.8 The transferor shall remain the holder of a Share until the transferee(s) name is entered in the register of members as the holder of such Share.

9. TRANSFER OF SHARES TO A SECURED INSTITUTION

- 9.1 Notwithstanding anything contained in these Articles or in the Model Articles, the Directors shall not decline to register, nor suspend registration of, any transfer of Shares which:

- 9.1.1 is to any bank or institution to which those Shares have been charged by way of security, or to any nominee of such a bank or institution (a **Secured Institution**);
 - 9.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the Shares; or
 - 9.1.3 is executed by a Secured Institution or its nominee under the power of sale or other power under such security.
- 9.2 Notwithstanding anything to the contrary contained in these Articles or in the Model Articles, neither a transferor or proposed transferor of any Shares to a Secured Institution (or its nominee), nor a Secured Institution (or its nominee), shall be required to provide any prior written notice to the Company or to offer the Shares which are or are to be the subject of any such transfer to the Members (or any of them), and no Member shall have any right under the Articles or otherwise to require such Shares to be transferred to them whether for consideration or not.
- 9.3 The Company shall have no lien on any Shares which have been charged by way of security to a Secured Institution.
10. **COMPULSORY TRANSFERS**
- 10.1 A "**Relevant Event**" shall occur on each of the following taking place in relation to a B Ordinary Member or an E Ordinary Member:
- 10.1.1 the death of that Member;
 - 10.1.2 an order being made by the court or the adjudicator for the bankruptcy of that Member, or a petition being presented or an application being made for an adjudication for such bankruptcy which petition or application is not withdrawn or dismissed within 10 Business Days of being presented or made;
 - 10.1.3 the Member circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
 - 10.1.4 the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986);
 - 10.1.5 any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any part of the Member's assets or any Shares held by that Member;
 - 10.1.6 any proceedings or orders equivalent or analogous to any of those described in articles 10.1.2 to 10.1.5 above occurring in respect of the Member under the law of any jurisdiction outside England and Wales;

- 10.1.7 that Member suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Member from personally exercising any powers or rights which that Member would otherwise have; or
 - 10.1.8 that Member, being a director or employee of, or a consultant to, a Group Company, ceasing to be such a director, employee or consultant (including where such cessation occurs as a result of a Group Company ceasing to be a Group Company) where the Member does not remain, or immediately become, a director or employee of, or a consultant to, another Group Company; or
 - 10.1.9 that Member breaching any provision of these Articles which breach, if capable of remedy, has not been remedied to the reasonable satisfaction of the Board within 10 Business Days of a notice from the Board to the Member requesting such remedy.
- 10.2 Upon the occurrence of a Relevant Event, a Transfer Notice shall be deemed to have been served in respect of all of the Leaver Shares unless the Board otherwise in its absolute discretion and on such terms as it sees fit directs otherwise in writing (a "**Compulsory Transfer**").
- 10.3 Notwithstanding any other provisions in these Articles, the "**Transfer Price**" in respect of a Compulsory Transfer shall be:
- 10.3.1 where the Leaver is a B Ordinary Member who becomes a Very Bad Leaver, the aggregate sum of £1 for all of the Leaver Shares;
 - 10.3.2 where the Leaver is a B Ordinary Member who becomes a is a Good Leaver, their Fair Value; or
 - 10.3.3 where the Leaver is an E Ordinary Member, the aggregate sum of £1 for all of the Leaver Shares.
- 10.4 Any dispute as to whether the provisions of article 10.3 applies in relation to any Transfer Notice shall not affect the validity of a Transfer Notice. If, however, the Issue Price is less than the Fair Value, any purchaser of Leaver Shares (the "**Leaver Share Buyer**") pursuant to a Transfer Notice, while such dispute is continuing, shall pay to the Leaver whichever is the lower of their Fair Value and their Issue Price and shall, in addition, pay to the Company an amount equal to the difference between their Fair Value and their Issue Price. The Company shall hold such amount as trustee in a separate interest-bearing account and shall, upon final resolution of the relevant dispute, pay such amount (together with interest on such amount but less any applicable bank charges) to:
- 10.4.1 the Leaver, in respect of any Leaver Shares which are determined to be sold for their Fair Value; or

- 10.4.2 the Leaver Share Buyer, in respect of any Leaver Shares which are determined to be sold for their Issue Price.
- 10.5 Where the Leaver ceases to be a director, employee or consultant (including where such cessation occurs as a result of a Group Company ceasing to be a Group Company) and where the Leaver does not remain, or immediately become, a director or employee of, or a consultant to, another Group Company, the date of cessation of such Leaver's employment, directorship or engagement shall be (or be deemed to be) whichever is the first to occur of:
- 10.5.1 the date of a notice given by a Group Company to the Leaver terminating (or purporting to terminate) that Leaver's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice constitutes unfair or wrongful dismissal;
- 10.5.2 the date of a notice given by a Leaver to a Group Company terminating (or purporting to terminate) that Leaver's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice may lawfully be given by the Leaver;
- 10.5.3 the date on which a repudiatory breach of any contract of employment or engagement by either the Leaver or a Group Company is accepted by the other party to that contract;
- 10.5.4 the date of any event which results in the termination of the contract of employment or engagement under the doctrine of frustration; or
- 10.5.5 in any circumstances other than those specified in articles 10.5.1 to 10.5.4, the date on which the Leaver actually ceases to be employed or engaged by the Group.
- 10.6 Notwithstanding any other provision of these Articles, unless the Board resolves otherwise, any Leaver Shares shall, with effect from the date of the relevant Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer on the holder of those Shares any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Leaver Shares (or other Shares).
- 10.7 Articles 27(2)(a) and 28 of the Model Articles shall not apply to the Company.
- 10.8 Completion of the transfer of the Leaver Shares shall take place 10 Business Days after the relevant Member becomes a Leaver (the "**Termination Date**") (or such other date and time as notified in writing by the Board) (the "**Completion Date**").

- 10.9 By no later than 5 Business Days after the relevant Termination Date, the Leaver shall deliver to the Company duly executed instrument(s) of transfer in respect of the Leaver Shares in favour of the Company (or such person as the Board directs) (the "**Proposed Transferee**"), together with the relevant share certificates (or a suitable indemnity for any lost share certificates in a form agreed by the Board) and any other duly executed documents reasonably required by the Board.
- 10.10 If any Leaver fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Leaver Shares held by him (together with the share certificate(s) in respect of those Leaver Shares (or a suitable indemnity in respect thereof), the defaulting Leaver shall be deemed to have irrevocably and unconditionally appointed any person nominated for the purpose by the Board to be their agent and attorney to execute and deliver all necessary transfers (together with any other documentation necessary to give effect to the transfer of the Leaver Shares) on their behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Leaver Shares. After the Proposed Transferee has been registered as the holder of any such Leaver Shares (or in the case of a purchase of own Shares by the Company, such Leaver Shares have been cancelled), 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 10.
- 10.11 Completion shall take place at the registered office of the Company (or such other place as notified in writing by the Company) on the Completion Date.
- 10.12 On the Completion Date, or such later date as the Board thinks fit in its absolute discretion, the Proposed Transferee shall pay the Transfer Price to the Leaver in cash.
- 10.13 The Leaver Shares shall be sold with full title guarantee free from all liens, charges and encumbrances and with all rights attached to them at the Completion Date.

11. **TAG-ALONG RIGHTS**

- 11.1 The provisions of article 11.2 to article 11.7 shall apply if, in one or a series of related transactions, one or more of A Ordinary Members propose to transfer all or some of the A Ordinary Shares (the "**Proposed Transfer**") which would, if carried out, result in a bona fide purchaser on arm's length terms (the "**Tag-Along Buyer**") acquiring a Controlling Interest in the Company.
- 11.2 Before making a Proposed Transfer, the A Ordinary Members shall procure that the Tag-Along Buyer makes an offer (the "**Tag-Along Offer**") to the B Ordinary Members and the E Ordinary Members to purchase all of the B Ordinary Shares and/or the E Ordinary Shares held by them (including any person who would become holder of B Ordinary Shares or E Ordinary Shares upon the exercise of any options, warrants, or other rights to subscribe for B Ordinary Shares or E Ordinary Shares which exist at the date the Tag-Along Offer is made).

- 11.3 The Tag-Along Offer shall be made by written notice (the "**Tag Offer Notice**"), at least 15 Business Days before the proposed sale date (the "**Sale Date**") (the "**Tag Offer Period**"). To the extent not described in any accompanying documents, the Tag Offer Notice shall set out:
- 11.3.1 the identity of the Tag-Along Buyer;
 - 11.3.2 the number of B Ordinary Shares or E Ordinary Shares proposed to be purchased by the Tag-Along Buyer; and
 - 11.3.3 the Sale Date
- 11.4 If the Tag-Along Buyer fails to make the Tag-Along Offer to the B Ordinary Members and E Ordinary Members in accordance with article 11.2 and article 11.3, the A Ordinary Members shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer.
- 11.5 If the Tag-Along Offer is accepted by all of the B Ordinary Members and E Ordinary Members in writing within the Tag Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the B Ordinary Shares and the E Ordinary Shares held by B Ordinary Members and E Ordinary Members.
- 11.6 For the purposes of this article 11, the consideration ("**Tag Along Consideration**") for the B Ordinary Shares and the E Ordinary Shares shall be the same consideration per the A Ordinary Shares (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Tag Along Buyer in respect of each A Ordinary Share together with the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the A Ordinary Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or consideration given in respect of the A Ordinary Shares.
- 11.7 The Tag Along Consideration together with the consideration or price due in respect of the A Ordinary Shares shall together in aggregate be the Exit Proceeds for the purposes of calculating the allocation of that Exit Proceeds amongst the Members in accordance with the provisions of article 6.
12. **DRAG-ALONG RIGHTS**
- 12.1 If one or more of the A Ordinary Members (the "**Selling Members**") wishes to transfer all or some of their interest in A Ordinary Shares which would, if carried out, result in a bona fide purchaser on arm's-length terms (the "**Drag-Along Buyer**") acquiring a Controlling Interest in the Company, the Selling Members shall have the option ("**Drag-Along Option**") to require all the B Ordinary Members and E Ordinary Members (including any person who would become holder of B Ordinary Shares and E Ordinary Shares upon the exercise of any options, warrants, or other rights to subscribe for B Ordinary Shares and E Ordinary Shares which exist at the date the Drag-Along Notice is given) (the "**Called Members**") to sell and transfer all their interest in B Ordinary Shares and E Ordinary Shares (including any B Ordinary Shares and/or

E Ordinary Shares issued or to be issued pursuant to any options, warrants or rights to subscribe existing at the date the Drag-Along Option is exercised) (the "**Called Shares**") with full title guarantee to the Drag-Along Buyer (or as the Drag-Along Buyer may direct) in accordance with the provisions of this article 12.

- 12.2 The Selling Members may exercise the Drag Along Option by giving notice in writing to that effect (a "**Drag-Along Notice**") at any time before the completion of the transfer of a Controlling Interest in the Company, to the Drag-Along Buyer. A Drag Along Notice shall specify:
- 12.2.1 that the Called Members are required to transfer all their Called Shares pursuant to this article 12;
 - 12.2.2 the identity of the Drag-Along Buyer (and, if relevant, the transferee(s) nominated by the Drag-Along Buyer);
 - 12.2.3 the consideration payable for the Called Shares calculated in accordance with article 12.4 (the "**Drag-Along Consideration**"); and
 - 12.2.4 the proposed date of completion of the transfer of the Called Shares (the "**Proposed Completion Date**").
- 12.3 Once given, a Drag Along Notice shall be irrevocable. However, a Drag-Along Notice shall lapse if, for any reason, the Selling Members have not completed the transfer of a Controlling Interest in the Company to the Drag-Along Buyer (or as the Drag-Along Buyer may direct) within 15 Business Days of serving the Drag Along Notice. The Selling Members may serve further Drag-Along Notices following the lapse of any particular Drag-Along Notice.
- 12.4 The Drag Along Consideration shall be the same consideration per B Ordinary Share and E Ordinary Share (in the same form and due at the same time(s)) as that offered, given, paid or payable by, or due from, the Drag Along Buyer in respect of each Share held by the Selling Members, provided that such consideration, together in aggregate, shall constitute the Exit Proceeds and the allocation of those Exit Proceeds amongst the Members shall be calculated in accordance with article 6..
- 12.5 No Drag Along Notice shall require a Called Member to agree to any terms except those specifically set out in this article 12.
- 12.6 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 a Controlling Interest in the Company (the "**Drag-Along Completion Date**") unless all of the Called Members and the Selling Members otherwise agree.
- 12.7 By no later than two Business Days prior to the Proposed Completion Date, the Called Members shall deliver stock transfer forms for their B Ordinary Shares and E Ordinary Shares in favour of the Drag-Along Buyer (or as the Drag-Along Buyer may direct), together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof

in a form agreed by Board) to the Company. On the Drag-Along Completion Date, the Company shall pay the Called Members, on behalf of the Drag-Along Buyer, the amounts they are respectively due pursuant to article 12.4 to the extent the Drag-Along Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to article 12.4 shall be a good discharge to the Drag-Along Buyer. The Company shall hold the amounts due to the Called Members pursuant to article 12.4 in trust for the Called Members without any obligation to pay interest.

12.8 To the extent that the Drag-Along Buyer has not, on the Drag-Along Completion Date, put the Company in funds to pay the amounts due pursuant to article 12.4, the Called Members shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant B Ordinary Shares and E Ordinary Shares and the Called Members shall have no further rights or obligations under this article 12 in respect of their B Ordinary Shares and E Ordinary Shares.

12.9 If any Called Member fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by them (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Member shall be deemed to have irrevocably and unconditionally appointed any person nominated for the purpose by Board to be their agent and attorney to execute and deliver all necessary instruments of transfer (together with any other documentation necessary to give effect to the transfer of the Called Shares) on their behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Drag-Along Buyer (or person(s) nominated by the Drag-Along 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 12.

12.10 Upon any person, following the issue of a Drag Along Notice, becoming a Member (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, B Ordinary Shares or E Ordinary Shares, whether or not pursuant to a Share Option Scheme (a "**New Member**"), a Drag Along Notice shall be deemed to have been served upon the New Member, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such B Ordinary Shares or E Ordinary Shares acquired by them to the Drag-Along Buyer (or as the Drag-Along Buyer may direct) and the provisions of this article 12 shall apply mutatis mutandis to the New Member, save that completion of the sale of such B Ordinary Shares or E Ordinary Shares shall take place forthwith upon the later of:

12.10.1 the date on which a Drag Along Notice being deemed served on the New Member; and

12.10.2 the date of completion of the sale of the Called Shares.

References in this Article 12.10 to a person becoming a Member (or increasing an existing shareholding) shall include the Company, in respect of the acquisition of any of its own B Ordinary Shares and E Ordinary Shares.

13. **PROXIES**

Article 45(1) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion, accept the proxy notice at any time before the meeting."

14. **APPOINTMENT AND REMOVAL OF DIRECTORS**

The Member(s) who from time to time holds more than 50% of the issued Shares may, from time to time and on more than one occasion appoint any person who is willing to act to be a Director and, from time to time and on more than one occasion, remove a Director from office. Any appointment or removal pursuant to this article 14 shall be made by notice in writing to the Company signed by or on behalf of the relevant Member(s). Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

15. **ALTERNATE DIRECTORS**

15.1 Any Director (in this article 15, an "**appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

15.1.1 exercise that director's powers; and

15.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.

15.2 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.

15.3 The notice must:

15.3.1 identify the proposed alternate; and

15.3.2 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.

15.4 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.

15.5 Save as provided otherwise in these Articles, alternate Directors:

- 15.5.1 are deemed for all purposes to be Directors;
 - 15.5.2 are liable for their own acts and omissions;
 - 15.5.3 are subject to the same restrictions as their appointors; and
 - 15.5.4 are not deemed to be agents of or for their appointors,
- and, in particular, 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.
- 15.6 A person who is an alternate Director but not a Director:
- 15.6.1 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);
 - 15.6.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
 - 15.6.3 shall not be counted as more than one Director for the purposes of articles 15.6.1 and 15.6.2.
- 15.7 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.
- 15.8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.
- 15.9 The appointment of an alternate Director terminates:
- 15.9.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
 - 15.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
 - 15.9.3 on the death of the alternate's appointor;
 - 15.9.4 when the appointment of the alternate's appointor as a Director terminates; or
 - 15.9.5 when written notice from the alternate, resigning his office, is received by the Company.

16. PROCEEDINGS OF DIRECTORS

16.1 Save where the Company has a sole Director, two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 18 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. Article 11(2) of the Model Articles shall not apply to the Company.

16.2 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman or other Director chairing the meeting shall have a casting vote, provided that the chairman or such other Director shall not have a casting vote if he is not an Eligible Director for the purposes of the relevant directors' decision. Article 13 of the Model Articles shall not apply to the Company.

17. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

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

17.1.1 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;

17.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;

17.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;

17.1.4 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;

17.1.5 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

17.1.6 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.

17.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

18. DIRECTORS' CONFLICTS OF INTEREST

18.1 The Directors may, in accordance with the requirements set out in this article 18, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a **Conflict**).

18.2 Any authorisation under this article will be effective only if:

18.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors 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;

18.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

18.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.

18.3 Any authorisation of a Conflict under this article 18 shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:

18.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

18.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

18.3.3 be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

18.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

18.4.1 disclose such information to the Directors or to any Director or other officer or Employee of the Company; or

18.4.2 use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence.

18.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:

18.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

18.5.2 is not given any documents or other information relating to the Conflict; and

18.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

18.6 Where the Directors authorise a Conflict:

18.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and

18.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

18.7 A Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in any Group Company and no authorisation under article 18.1 shall be necessary in respect of such interest.

18.8 Any Director appointed pursuant to article 14 shall be entitled from time to time to disclose to the Member(s) who appointed him such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit.

18.9 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.

19. **SERVICE OF DOCUMENTS**

19.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

19.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

19.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and

the sending party receives a confirmation of delivery from the courier service provider;

19.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

19.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

19.1.5 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.

For the purposes of this article 19.1, no account shall be taken of any part of a day that is not a working day.

19.2 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.

20. **INDEMNITY**

20.1 Subject to article 20.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

20.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(b) in relation to the activities of the Company (or any associated company) 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 affairs of the Company (or any associated company); and

20.1.2 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 20.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

20.2 This article 20 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

20.3 In this article 20 and in article 21:

20.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

20.3.2 a **relevant officer** means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any 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).

20.4 Article 52 of the Model Articles shall not apply to the Company.

21. **INSURANCE**

21.1 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 that relevant officer in connection with his 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.

21.2 Article 53 of the Model Articles shall not apply to the Company.

22. **EXPERT**

22.1 Where these Articles provide for any matter or dispute to be determined by the Expert, such matter or dispute shall be referred, at the request of any Member or Director, to the auditors of the Company (the **Auditors**) provided that in the circumstances referred to in article 22.2 such matter or dispute shall be referred to an independent chartered accountant nominated in writing for this purpose by the Directors.

22.2 The circumstances referred to in article 22.1 are:

22.2.1 where the Auditors are unable or unwilling to act in connection with the relevant reference; or

22.2.2 where, within 10 Business Days of a Member or Director requesting that a matter or dispute be referred for determination under this article 22, the Directors direct in writing that instead of being referred to the Auditors the relevant matter or dispute shall be referred to the independent chartered accountant nominated by the Directors in their direction for this purpose.

22.3 The Expert shall be engaged on terms agreed between the relevant Expert and the Directors, provided that if such terms are not so agreed within 10 Business Days of the Expert being instructed, the Expert shall be engaged on such terms as may be agreed between the Expert

and the A Ordinary Members (acting reasonably). For the purposes of agreeing the terms of the Expert's engagement pursuant to this article 22.3, the Directors shall act as agent for the Company and each relevant Member.

22.4 The Company and any relevant Members shall supply the Expert with any information which he may reasonably request in connection with his determination. The Company and any relevant Members shall be entitled to make written submissions to the Expert provided that a copy of any such written submissions is also simultaneously delivered to the other relevant parties. The Expert shall give due weight to any such written submission which is received by the Expert within such time limit as he may determine and have notified to the relevant parties.

22.5 The decision of the Expert (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Members.

22.6 The cost of any reference to the Expert shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Expert (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Expert, equally by the parties concerned.

23. PURCHASE OF OWN SHARES OUT OF CASH

The Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.