

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SHIP SHAPE SEARCH LTD (the Company)

Company number: 12762842

as adopted by special resolution passed on 25 March 2022

1. INTERPRETATION AND DEFINITIONS

1.1 In these Articles the words and phrases below have the following respective meanings:

1.1.1 **'Accepting Shareholder'** has the meaning given in Article 7.5;

1.1.2 **'Act'** means the Companies Act 2006 as amended, consolidated, re-enacted or replaced from time to time;

1.1.3 **'Adoption Date'** the date of adoption of these Articles;

1.1.4 **'Articles'** means these articles of association as amended or replaced from time to time;

1.1.5 **'Available Profits'** means profits available for distribution within the meaning of part 23 of the Act;

1.1.6 **"Bankruptcy Event"** means an order being made for the bankruptcy of a Shareholder, or an arrangement or composition being made with any of her/his creditors, or where he or she otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;

1.1.7 **'Board'** means the board of Directors as constituted from time to time;

1.1.8 **'Business Day'** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

1.1.9 **'Buyer'** has the meaning given in Article 7.1;

1.1.10 **'Company Security'** means:

(a) any Shares;

(b) any loan note or debenture in the capital of the Company;

- (c) any right, option or interest in, on or over any Shares, loan note or debenture in the capital of the Company;
- (d) any security convertible into a Share; and
- (e) any other security of the Company,

and '**Company Securities**' shall be construed accordingly;

- 1.1.11 '**Conflict**' has the meaning given in Article 10.1;
- 1.1.12 '**Controlling Interest**' an interest in Shares conferring on the holder or holders control of the Company with the meaning of section 1124 of the Corporation Tax Act 2010;
- 1.1.13 '**Chairperson**' means the chairperson of the Board as appointed or replaced from time to time (with Shareholder Consent);
- 1.1.14 '**Directors**' means the directors of the Company from time to time;
- 1.1.15 '**Eligible Director**' means a Director who would be entitled to vote on the matter at a Board meeting (but excluding any Director whose vote is not to be counted in respect of the particular matter);
- 1.1.16 '**Excess Securities**' has the meaning given in Article 3.4;
- 1.1.17 '**Family Trust**' means in relation to an Original Shareholder, a trust set up of the benefit of that Original Shareholder and/or that Original Shareholder's Privileged Relations;
- 1.1.18 '**Financial Year**' means an accounting reference period (as defined in section 391 of the Act) of the Company;
- 1.1.19 '**Interested Director**' has the meaning given in Article 10.1;
- 1.1.20 '**Investment Amount**' has the meaning given in Article 3.6.2;
- 1.1.21 '**Majority of Company's Shares**' means more than 50% of the total Shares in existence from time to time;
- 1.1.22 '**Member of the Same Group**' means as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company;
- 1.1.23 '**Model Articles**' means the articles contained in the Model Articles for Private Companies Limited by Shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
- 1.1.24 '**Offered Shares**' has the meaning given in Article 3.3.1;
- 1.1.25 '**Offeree**' has the meaning given in Article 3.2;
- 1.1.26 '**Original Shareholder**' means each Shareholder, excluding any Shareholder who, for the time being, only holds Shares as a result of a Permitted Transfer;
- 1.1.27 '**Ordinary Shares**' means the ordinary shares of £0.000001 each in the capital of the Company;
- 1.1.28 '**Permitted Transfer**' means a transfer of Shares made in accordance with Article 6;

- 1.1.29 **'Permitted Transferee'** means in relation to an Original Shareholder who is an individual, any of his or her Privileged Relations or the trustees of his or her Family Trust(s);
- 1.1.30 **'Privileged Relations'** means the spouse of an Original Shareholder and the Original Shareholder's children and grandchildren (including step and adopted children and grandchildren);
- 1.1.31 **'Proposed Transfer'** has the meaning given in Article 7.1;
- 1.1.32 **'Relevant Date'** has the meaning given in Article 7.3;
- 1.1.33 **'Seller(s)'** has the meaning given in Article 7.1;
- 1.1.34 **'Shareholders'** means the holders for the time being of any Share or Shares and **Shareholder** shall mean any one of them;
- 1.1.35 **'Shareholders' Agreement'** means any agreement made between the Company and its Shareholders from time to time;
- 1.1.36 **'Shareholder Consent'** means the prior consent of any Shareholder or Shareholders holding between them a Majority of the Company's Shares, to be provided either:
 - (a) in writing by the necessary Shareholder or Shareholders;
 - (b) by the necessary Shareholder or Shareholders voting in favour of the matter at a meeting of the Directors or Shareholders; or
 - (c) by the necessary Shareholder or Shareholders voting in favour of the matter by signing a written resolution of the Company's Directors or Shareholders;
- 1.1.37 **'Share Option Scheme'** means any share (and/or share option) scheme of the Company approved by the Board (acting with Shareholder Consent);
- 1.1.38 **'Shares'** means shares (of any class) in the capital of the Company and **Share** shall be construed accordingly;
- 1.1.39 **'Specified Price'** has the meaning given in Article 7.2;
- 1.1.40 **'Subscribing Offeree'** has the meaning given in Article 3.5;
- 1.1.41 **'Subscription Agreement'** has the meaning given in Article 3.5;
- 1.1.42 **'Tag Along Offer'** has the meaning given in Article 7.2;
- 1.1.43 **'Tag Along Offer Notice'** has the meaning given in Article 7.3; and
- 1.1.44 **'Tag Along Offer Shares'** has the meaning given in Article 7.3.4.
- 1.2 For the avoidance of doubt, references to approval by the necessary Shareholder or Shareholders in Article 1.1.36 includes approval of the matter by that Shareholder in their capacity as a Director.
- 1.3 Unless the context otherwise requires, the words and expressions defined in article 1 of the Model Articles shall have the same respective meanings in these Articles.

- 1.4 Any reference to an **Article** shall be to an article of these Articles unless a specific reference to the Model Articles follows such reference.
- 1.5 A reference to **writing** or **written** does not include fax but includes e-mail.
- 1.6 Unless the context otherwise requires and except in relation to the definition of **Articles**, any reference in these Articles to the singular shall also be to the plural and vice versa.
- 1.7 The headings in these Articles are included for ease of reference only and do not affect their construction.

2. **APPLICATION OF THE MODEL ARTICLES**

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

3. **ALLOTMENT AND ISSUE OF FURTHER SHARES AND SECURITIES**

- 3.1 The Company shall not offer, create, allot, issue or grant any Company Security without first obtaining Shareholder Consent.
- 3.2 Subject to Article 3.1 and Article 3.3, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

- 3.2.1 offer or allot;

- 3.2.2 grant rights to subscribe for or to convert any security into; and

- 3.2.3 otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper (in each case without the requirement to obtain Shareholder Consent).

- 3.3 Subject to Article 3.11 and unless otherwise agreed by special resolution, if the Company proposes to allot any Company Securities (with Shareholder Consent), those Company Securities shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Shares (each an **Offeree**) on a pari passu basis and in the respective proportions that the number of Shares held by each such holder bears to the total number of Shares held by all such holders (as nearly as possible without involving fractions) and on substantially the same terms, and at the same price, as those Relevant Securities are being, or are to be, offered to any other person.

- 3.4 An offer made under Article 3.3 shall:

- 3.4.1 be in writing and give details of the number, class and subscription price (which shall be in pounds sterling) of the Company Securities being offered (**Offered Shares**) and how the Offeree can communicate its acceptance; and

- 3.4.2 remain open for a period of 7 days from the date of service of the offer after which it shall be automatically revoked and any Offeree who has not accepted it before that time shall have no further rights under Article 3.3 in respect of the Offered Shares.

- 3.5 Any Company Securities not accepted by Offerees pursuant to an offer made in accordance with Article 3.3 (**Excess Securities**) shall be offered to any other person(s) as the Directors may determine, at the same price as the offer to the Shareholders.
- 3.6 Following expiry of an offer made in accordance with Article 3.3, the Company will provide each Offeree who has accepted an offer made under Article 3.3 (**Subscribing Offeree**) with a form of agreement (**Subscription Agreement**) setting out the terms on which the Subscribing Offeree shall subscribe for the Offered Shares.
- 3.7 The Subscribing Offeree must, within five (5) Business Days of receipt of a Subscription Agreement:
 - 3.7.1 sign the Subscription Agreement (which may be by means of an electronic signature) and (if so required by the Company in accordance with clause 3.10) a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003; and
 - 3.7.2 transfer the aggregate subscription price (as set out in the Subscription Agreement) (**Investment Amount**) to the Company by means of a direct transfer through the Clearing House Automatic Payment System to such bank account as is notified to the Subscribing Offeree in writing.
- 3.8 If any Subscribing Offeree fails to comply with Article 3.7 then (unless the Board, in its absolute discretion, determines otherwise):
 - 3.8.1 the offer made to that Subscribing Offeree in accordance with Article 3.3 shall be automatically revoked;
 - 3.8.2 that Subscribing Offeree shall cease to have any further rights under this Article 3 in respect of the Offered Shares; and
 - 3.8.3 the Directors shall be free to offer such Offered Shares to any other person(s) as the Directors may determine, at the same price as the offer to that Subscribing Offeree.
- 3.9 Within five (5) Business Days of receipt of the duly signed Subscription Agreement and the Investment Amount from a Subscribing Offeree, the Company shall arrange for the Company Securities to be issued and allotted to that Subscribing Offeree on the terms set out in their Subscription Agreement.
- 3.10 No Shares shall be allotted to any current or prospective employee or director of any Group Company unless such person shall first have entered into a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.
- 3.11 Article 3.3 shall not apply to the issue of Company Securities pursuant to a Share Option Scheme.

4. **TRANSFER AND TRANSMISSION OF SHARES**

- 4.1 Except in the circumstances set out in Article 5 or Article 6, no Shareholder may:
 - 4.1.1 sell, transfer or otherwise dispose of all or any part of the legal or equitable interest in, or all or part of any right in (including any voting right attaching to), any Company Security held by them;

- 4.1.2 create any mortgage, charge, debenture, pledge, lien, encumbrance or other security interest on or over any Company Security held by them or any such interest or right in any Company Security held by them as is referred to in article 4.1.1 above;
- 4.1.3 create or grant any option or right in, on or over all or any part of the legal or equitable interest in any Company Security held by them; or
- 4.1.4 if entitled to the allotment or issue of any Company Security, direct that such Company Security be allotted or issued to anyone else,

without first obtaining Shareholder Consent. Model Article 26 shall be varied accordingly.

- 4.2 If title to any Company Security passes to a transmittee, such transmittee will not have any right to have such Company Security transferred to any other person. The Model Articles, including without limitation articles 27 and 28 thereof, shall not apply to the Company to the extent they permit a transmittee to choose to have a Company Security transferred to another person.

5. **PERMITTED TRANSFERS**

- 5.1 Subject to Articles 5.2 and 5.3, an Original Shareholder may transfer its Shares to any of its Permitted Transferees without restriction as to price or otherwise save that the Board may make it a condition of any such transfer that the Permitted Transferee shall enter into a deed of adherence agreeing to be bound by the terms of any Shareholders' Agreement (in such form as the Board shall require).

- 5.2 A Shareholder holding Shares as a result of:

- 5.2.1 a transfer by an Original Shareholder under Article 5.1; or

- 5.2.2 a transfer by a Permitted Transferee of an Original Shareholder in accordance with Article 5.4 to Article 5.6 (inclusive),

may, subject to Article 5.3, transfer any or all such Shares back to that Original Shareholder (or to one or more other Permitted Transferees of that Original Shareholder) without restriction as to price or otherwise.

- 5.3 A Shareholder may only transfer Shares to the trustees of a Family Trust if the Board is satisfied:

- 5.3.1 with the terms of the Family Trust and, in particular, with the powers of the trustees;

- 5.3.2 with the identity of the trustees; and

- 5.3.3 that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.

- 5.4 If a Permitted Transfer has been made to a Privileged Relation of an Original Shareholder, that Privileged Relation shall within 10 Business Days of ceasing to be a Privileged Relation of that Original Shareholder (whether by reason of divorce or otherwise, but not by reason of those matters set out in Articles 5.5.1 to 5.5.3 (inclusive)) execute and deliver to the Company a transfer of those Shares held by it pursuant to a Permitted Transfer in favour of that Original

Shareholder (or, subject to Article 5.3, in favour of one or more other Permitted Transferees of that Original Shareholder).

- 5.5 In relation to a Privileged Relation (other than a joint holder) holding Shares pursuant to a Permitted Transfer from an Original Shareholder, on the occurrence of:

5.5.1 the Privileged Relation's death;

5.5.2 the Privileged Relation suffering a Bankruptcy Event; or

5.5.3 the Privileged Relation lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or to her or his shareholding,

that Privileged Relation, its personal representatives, its trustee(s) in bankruptcy, its attorney(s) or otherwise (as the case may be) shall, within 10 Business Days after the grant of probate, the making of the bankruptcy order or the determination of lack of capacity (as the case may be), execute and deliver to the Company a transfer of those Shares in favour of that Original Shareholder (or, if so directed by the Original Shareholder and subject to Article 5.3, in favour of one or more other Permitted Transferees of that Original Shareholder).

- 5.6 If a Permitted Transfer has been made to the trustees of a Family Trust, the trustees of that Family Trust shall within 20 Business Days of that Family Trust ceasing to be wholly for the benefit of the Original Shareholder and/or the Original Shareholder's Privileged Relations execute and deliver to the Company a transfer of those Shares held by them or the Family Trust pursuant to a Permitted Transfer in favour of the Original Shareholder (or, if so directed by the Original Shareholder and subject to Article 5.3, in favour of one or more other Permitted Transferees of the Original Shareholder).

6. WHERE AN OFFER IS MADE TO BUY ALL OF THE SHARES

- 6.1 In this Article 6:

6.1.1 **End Date** means the date referred to in Article 6.1.3(e) on or before which an Other Shareholder can accept an Offer made to them;

6.1.2 **Majority Shareholders** means the Shareholder or combination of Shareholders who are responsible for providing Shareholder Consent;

6.1.3 **Offer** means an offer in writing from a Proposed Buyer to purchase all of the Shares then in issue for cash (or other acceptable forms of exchange) on the following terms:

- (a) each Other Shareholder who accepts such Offer shall receive not less than the highest price per Share offered to any Majority Shareholder;
- (b) such Offer can only be accepted for all and not some only of the Shares owned by a Shareholder;
- (c) each Other Shareholder who accepts such Offer shall sell their Shares on terms which are substantially no less favourable than the most favourable terms offered to any Majority Shareholder;
- (d) each Shareholder who accepts such Offer shall give warranties to the Proposed Buyer as to title and capacity and may give additional warranties if agreed with the Proposed Buyer; and

- (e) a proposed date for completion shall be specified in such Offer which is not less than 21 days after the first date on which notices have been sent to all Other Shareholders in accordance with Article 6.2;
- 6.1.4 **Other Shareholders** means in relation to an Offer all Shareholders of the Company at such time other than those Majority Shareholders who have accepted such Offer; and
- 6.1.5 **Proposed Buyer** means a person who acting in good faith wishes to purchase all of the Shares then in issue;
- 6.2 The Majority Shareholders shall be entitled to sell all (but not some only) of their Shares to a Proposed Buyer for cash (or other acceptable forms of exchange) if and only if each of the following conditions has been satisfied:
 - 6.2.1 an Offer has been received from a Proposed Buyer;
 - 6.2.2 such Offer has been accepted by Majority Shareholders in respect of all of their Shares; and
 - 6.2.3 a notice has been sent to each Other Shareholder which includes:
 - (a) the price and other terms on which the Proposed Buyer has offered to purchase the Shares owned by such Other Shareholder;
 - (b) a statement that such Offer can only be accepted for all, and not some only, of the Shares held by such Other Shareholder;
 - (c) the proposed date for completion of such purchase;
 - (d) the date by which such Other Shareholder can accept such Offer, which must be at least 14 days after the date of such notice;
 - (e) instructions as to how to accept such Offer and what documents must be delivered and to whom; and
 - (f) a statement that if such Other Shareholder does not accept such Offer in full on or before the End Date, the Company will thereafter have the right on their behalf to sell their Shares to the Proposed Buyer.
- 6.3 The Proposed Buyer will purchase the Shares owned by each Other Shareholder who accepts their Offer at the same time as, and conditional on, completion of the purchase by the Proposed Buyer of the Shares owned by the Majority Shareholders.
- 6.4 If any of the Other Shareholders does not accept an Offer for all of their Shares (all of their Shares being referred to in this Article 6.4 as **Relevant Shares**) on or before the End Date:
 - 6.4.1 such Offer will lapse in respect of all Shares owned by such Other Shareholder (without prejudice to such Offer to the other Shareholders);
 - 6.4.2 the Company is thereupon irrevocably and unconditionally appointed as the agent of such Other Shareholder with all rights and powers on behalf of such Other Shareholder to:
 - (a) transfer the Relevant Shares to the Proposed Buyer for the applicable price and on the other applicable terms, and for this purpose to execute in their name and on their behalf a stock transfer form or forms;

- (b) do all such other things as the Company may think fit in order to transfer the Relevant Shares to the Proposed Buyer;
 - (c) unless and until the Relevant Shares are transferred to the Proposed Buyer, exercise all rights from time to time attaching to the Relevant Shares including without limitation all rights to vote, all rights to sign resolutions, the right to receive any dividend or other distribution, the right to sign, execute or give all proxies for and consents to short notice of meetings, and all other rights as a Shareholder arising under these Articles or elsewhere; and
 - (d) nominate any Director to exercise all or any of such rights and powers on behalf of the Company;
- 6.4.3 the Company shall have the absolute discretion, without any obligation, to decide whether to exercise any of its rights and powers arising under Article 6.4.2 and if, it does so decide, to carry out such exercise in such manner as it may think fit; and
- 6.4.4 if purchased by the Proposed Buyer, the purchase price for the Relevant Shares shall be:
- (a) paid by the Proposed Buyer to the Company;
 - (b) held by the Company on trust for such Other Shareholder; and
 - (c) only released to such Other Shareholder on production of the relevant share certificate or certificates for the Relevant Shares or an indemnity from such Other Shareholder for any lost, stolen or damaged share certificate in a form satisfactory to the Company.

7. TAG ALONG RIGHTS

7.1 The provisions of Article 7.2 to Article 7.6 shall apply if, in one or a series of related transactions, one or more Shareholders (**Seller(s)**) propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), acquiring a Controlling Interest in the Company.

7.2 Before making a Proposed Transfer, the Seller(s) shall procure that:

7.2.1 the Buyer makes an offer (**Tag Along Offer**) to:

- (a) the other Shareholders to purchase all of the Shares held by them; and
- (b) the holders of any existing options to acquire Shares (granted by the Company under any Share Option Scheme or otherwise) that are already capable of exercise or that are expected to become capable of exercise on or before the Proposed Transfer, to purchase any Shares acquired on the exercise of options,

for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 12 months preceding the date of the Proposed Transfer (**Specified Price**); and

7.2.2 Shareholder Consent is obtained in relation to the transfer to the Buyer of:

- (a) all Tag Along Offer Shares by all Accepting Shareholders; and

(b) all Shares by all Seller(s)

- 7.3 The Tag Along Offer shall be made by written notice (**Tag Along Offer Notice**), at least 20 Business Days before the proposed sale date (**Relevant Date**). To the extent not described in any accompanying documents, the Tag Along Offer Notice shall set out:
- 7.3.1 the identity of the Buyer;
 - 7.3.2 the Specified Price and other terms and conditions of payment;
 - 7.3.3 the Relevant Date; and
 - 7.3.4 the number of Shares proposed to be purchased by the Buyer (**Tag Along Offer Shares**).
- 7.4 If the Buyer fails to make the Tag Along Offer to all of the persons listed in Article 7.2 in accordance with Article 7.2 and Article 7.3, the Seller(s) shall not be entitled to complete the Proposed Transfer(s) and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer(s).
- 7.5 If the Tag Along Offer is accepted by any Shareholder (**Accepting Shareholder**) in writing within 10 Business Days of receipt of the Tag Along Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Tag Along Offer Shares held by Accepting Shareholders.
- 7.6 This Article 7 shall not apply in the case of a Permitted Transfer or where Article 6 (*Where an offer is made to buy all of the Shares*) applies.

Directors

8. APPOINTMENT AND REMOVAL OF DIRECTORS

Model Article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:

- 8.1 he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director; and
- 8.2 in the case of an executive Director only, he shall cease to be employed by the Company; and
- 8.3 where a majority of the other Directors resolve to remove him from office.

9. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

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

- 9.1.1 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;

- 9.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 9.1.3 shall be entitled to vote at a Board meeting (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 9.1.4 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;
- 9.1.5 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
- 9.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

10. **DIRECTORS' CONFLICTS**

- 10.1 The Directors may, in accordance with the requirements set out in this Article 10, 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**).
- 10.2 Any authorisation under this Article 10 will be effective only if:
 - 10.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 10.2.3 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.
- 10.3 Any authorisation of a Conflict under this Article 10 may (whether at the time of giving the authorisation or subsequently):
 - 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 10.3.2 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;

- 10.3.3 subject to Shareholder Consent, 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;
- 10.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- 10.3.5 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
- 10.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any Board meeting and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 10.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 10.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 10.6 A Director, notwithstanding his office, may be a Director or other officer of, employed by, or otherwise interested (including by the holding of shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under Article 10.1 shall be necessary in respect of any such interest.
- 10.7 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 in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

Shares and distributions

11. DIVIDENDS

To the extent that there are Available Profits in any Financial Year, and subject to the Directors or the Company by ordinary resolution of the Shareholders resolving to declare and pay a dividend, the Available Profits which the Company determines to distribute shall be distributed among the holders of the Ordinary Shares pro rata to their respective holdings of Ordinary Shares.

12. RETURN OF CAPITAL AND REDEMPTION RIGHTS

On any return of capital by the Company (whether on a liquidation, winding up, capital reduction or otherwise, but excluding on a redemption or purchase by the Company of its own Shares) the proceeds available for distribution to Shareholders shall be applied in the following order and priority:-

- 12.1** firstly in paying any arrears of dividends calculated to (and including) the date of return; and

- 12.2 secondly, in paying the balance to the holders of the Ordinary Shares.

Decision-Making by Shareholders

13. GENERAL MEETINGS

- 13.1 No business other than, subject to Article 13.2, the appointment of the chairperson of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 13.2 The Chairperson shall chair general meetings. If there is no Chairperson in office for the time being, or the Chairperson is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chair of the meeting must be the first business of the meeting.

14. VOTING

- 14.1 On a show of hands, every Shareholder holding one or more Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote.
- 14.2 On a poll, every Shareholder holding one or more Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each Ordinary Share of which he is the holder.
- 14.3 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.
- 14.4 Model Article 44(3) 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 Model Article.
- 14.5 Model Article 45(1) shall be amended by:
- 14.5.1 the deletion of Model Article 45(1)(d) and its replacement 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"; and
- 14.5.2 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 Model Article.

Administrative Arrangements

15. MEANS OF COMMUNICATION TO BE USED

- 15.1 Subject to Article 15.3, any notice, document or other information shall be deemed received by the intended recipient under these Articles:
- 15.1.1 if delivered by hand, at the time the notice, document or other information is left at the address;
 - 15.1.2 if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Business Day after posting;
 - 15.1.3 if sent by email, at the time of transmission; or
 - 15.1.4 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.
- 15.2 If deemed receipt under Article 15.1 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Article 15.2, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt and all references to time are to local time in the place of receipt.
- 15.3 To prove service, it is sufficient to prove that:
- 15.3.1 if delivered by hand, the notice was delivered to the correct address; or
 - 15.3.2 if sent by post, the envelope containing the notice was properly addressed, paid for and posted;
 - 15.3.3 if sent by email, the notice was properly addressed and sent to the last known email address of the recipient.
- 15.4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

16. INDEMNITY AND INSURANCE

- 16.1 Subject to Article 16.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:
- 16.1.1 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 thereto; and
 - (b) in relation to the 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 affairs; and

- 16.1.2 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 16.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.
- 16.2 This Article 16 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.
- 16.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.
- 16.4 In this Article 16:
- 16.4.1 **Relevant Loss** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company; and
- 16.4.2 **Relevant Officer** means any director or other officer of the Company (including any company with 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 as auditor (whether or not he is also a director or other officer)), to the extent he acts in his capacity as auditor.

17. DATA PROTECTION

- 17.1 Each of the Shareholders and Directors (from time to time) consents to the processing of his personal data by the Company, its Shareholders and Directors (each a **Recipient**) for the purposes of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.
- 17.2 The personal data that may be processed for such purposes under this Article 17 shall include any information which may have a bearing on the prudence or commercial merits of investing in, or disposing of any Shares (or other investment or security) in, the Company. Save as required by law, court order or any regulatory authority, that personal data shall not be disclosed by a Recipient or any other person, except to:
- 17.2.1 a Member of the Same Group as the Recipient (each a **Recipient Group Company**);
- 17.2.2 employees, directors and professional advisers of that Recipient or any Recipient Group Company; and
- 17.2.3 funds managed by any of the Recipient Group Companies.
- 17.3 Each of the Shareholders and Directors consent (from time to time) to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.