

Company number SC490305

PRIVATE COMPANY LIMITED BY SHARES

NOTICE OF WRITTEN RESOLUTION

OF

THE ARTISANAL SPIRIT COMPANY LIMITED (the "Company")

Passed on 20 May 2019


The following resolution was duly passed as a special resolution by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

A copy of the written resolution is attached.

SPECIAL RESOLUTION

1. NEW ARTICLES

THAT the articles of association attached to this resolution and initialled by a director for identification (the "New Articles"), be adopted in substitution for the existing articles of association of the Company and replace them in full.

Signed.....

Company secretary

TUESDAY



SCT *S86XTIM1*
04/06/2019 #456
COMPANIES HOUSE

AGREED FORM '2019/FULL VERSION'

ARTICLES OF ASSOCIATION

THE ARTISANAL SPIRITS COMPANY LIMITED
(Registered Number SC490305)

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

THE ARTISANAL SPIRITS COMPANY LIMITED (Registered Number SC490305)

(Adopted by special resolution passed on 20 May 2019)

INTRODUCTION

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Articles:

A Ordinary Shares: the A ordinary shares of £0.01 each in the Company.

Act: the Companies Act 2006.

acting in concert: has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended).

Adoption Date: the date of adoption of these Articles.

Articles: the Company's articles of association for the time being in force.

Available Profits: profits available for distribution within the meaning of part 23 of the Act.

B Ordinary Shares: the B ordinary shares of £0.01 each in the Company.

Board: the Company's board of directors.

Budget: the Company's annual budgets dated and any subsequent annual budget as approved by the Board, with the prior written consent of the HIL Director and Inverleith Director.

Business: means the running of the Scotch Malt Whisky Society or any other business as approved by Investor Consent.

Business Day: a day other than a Saturday, Sunday or public holiday in Scotland when banks are open for business.

Business Plan: the Company's business plan dated and any subsequent business plan as approved in accordance with *article 6.6(b)*.

Business Sale: the sale of the whole or substantially whole of the undertaking, business and assets of the Group (and a subsequent distribution and/or return of capital by the

Company to its shareholders of all assets and capital of the Group that may, in accordance with the Act, be returned and/or distributed to the Company's shareholders).

Chairman: has the meaning given to it in *article 6.4*;

Company: The Artisanal Spirits Company Limited (registered number SC490305).

Company's Lien: has the meaning given to it in *article 19.1*.

Connected: has the meaning given in section 252 of the Act.

Controlling Interest: more than 50% of the Company's share capital from time to time.

Directors: the directors of the Company from time to time.

Eligible Director: a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter).

Encumbrance: any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected) other than liens arising by operation of law.

Exit Review: the appointment of professional advisers selected by all the Investors (acting together at any time) or any Investor (at any time on or after the fourth anniversary of the Original Date) at their sole discretion to report on exit opportunities and strategy at the expense of the Company (and copies of such report shall be made available to the Directors and the Investors), including if the relevant Investor(s) making such adviser selection so require a marketing process in respect of the sale of the Group.

Family Settlement: means in relation to any member (a) any trust or trusts (whether arising under a settlement *inter vivos* or a testamentary disposition by whomsoever made or on intestacy) under which no immediate beneficial interest in the shares in question is, for the time being, vested in any person other than the member concerned and/or his Privileged Relations and/or (in the case of any member who is an Investor) for bona fide charitable purposes or (b) any corporation which is controlled (and any limited partnership the general partner of which is controlled) by the trustee or trustees of any Family Settlement referred to in paragraph (a) in their capacity as such trustees.

Financial Year: an accounting reference period (as defined in section 391 of the Act) of the Company.

Group: the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company from time to time and **Group Company** shall be construed accordingly.

Holding Company: has the meaning given in *article 1.10*.

HIL: HIL (Nominees) Limited with company number SC432607 acting on behalf of the HIL Investors.

HIL Director: has the meaning given in *article 6.1*.

HIL Investors: the individuals whose Shares in the Company are held by HIL.

Inverleith Director: has the meaning given in *article 6.1*.

Inverleith Fund: Inverleith (ASC) Limited and/or Inverleith Limited Partnership and/or any Permitted Transferee of any of the foregoing.

Investors: (a) the HIL Investors (acting together through HIL) and their Permitted Transferees and (b) the Inverleith Fund (and, for the avoidance of doubt, "Investor" shall mean any of the foregoing).

Investor Consent: the prior written consent of the holders of 60% by nominal value of the total number of issued Shares (which must include the prior written consent of the Inverleith Fund for so long as it holds in aggregate at least 15% by nominal value of the total number of issued Shares).

IPR: all intellectual property rights of whatever nature (including without prejudice to the foregoing generality the patent rights, registered designs and trade marks, copyrights, database rights, design rights, topography rights, internet rights, goodwill, domain names, utility model rights, rights in confidential or proprietary information, rights in inventions and discoveries, know how, trade secrets, confidential information and other industrial or intellectual property rights of a similar nature which exist or arise anywhere in the world), and any divisions, renewals, continuations, substitutions, registrations, confirmations, additions, extensions or re-issues thereof or applications therefor and any similar or analogous rights to any of the foregoing whether arising or granted under the law of Scotland or any other jurisdiction and any rights to apply for any of the foregoing;

Lien Enforcement Notice: a notice in writing which complies with the requirements of *article 20.2*.

Listing: the successful application and admission of all or any of the Shares, or securities representing such Shares (including American depositary receipts, American depositary shares and/or other instruments) to the Official List of the Financial Conduct Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc., or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or any investment exchange which meets the criteria specified in Part I or which is specified in Part II or Part III of Schedule 3 of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

Member of the Same Group: 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.

Model Articles: the model articles for private companies limited by shares contained in Schedule Part 1 to The Companies (Model Articles) Regulations 2008 (*SI 2008/3229*), as amended prior to the Adoption Date.

NXD: any non executive director appointed to the Board from time to time.

Original Date: the date on which Inverleith (ASC) Limited first invested in the Company, being [25 April 2018].

Permitted Transfer: a transfer of Shares made in accordance with *article 13*.

Permitted Transferee: any transferee resulting from a Permitted Transfer.

Privileged Relation: means in respect of any member, any parent of the member, a spouse or widow or widower of the member, any lineal descendent of the member (and for these purposes the step-child or adopted child of any person (and their issue) shall be deemed to be that person's lineal descendent) or any sibling of any member.

Shareholder: a holder for the time being of any Share or Shares but excluding any member holding Shares in treasury.

Shares: the A Ordinary Shares and B Ordinary Shares.

Subsidiary: has the meaning given in *article 1.10*.

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Headings in these Articles shall not affect the interpretation of these Articles.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the Adoption Date).
- 1.6 A reference in these Articles to:
 - (a) an **Article** is a reference to the relevant numbered article of these Articles; and
 - (b) a **model article** is a reference to the relevant article,unless expressly provided otherwise.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force on the Adoption Date. A reference to a statute or statutory provision shall include all subordinate legislation made as at the Adoption Date under that statute or statutory provision.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.10 A reference to a **Holding Company** or a **Subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:

- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
- (b) its nominee.

In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, 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.
- 2.2 Model articles 7, 8, 9(1) and (3), 11(2) and (3), 12, 13, 14(1) to (4) (inclusive), 6, 18(e), 22, 26(5), 38, 39, 44(2), 49, 50 and 51 to 53 (inclusive) shall not apply to the Company.
- 2.3 In model article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.4 Model article 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

DIRECTORS

3. Number of directors

Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than three including a majority of NXDs.

4. Proceedings of directors

- 4.1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with *article 4.2* (subject to *article 4.3* and *article 4.4*). All decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes.
- 4.2 A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 4.3 A decision taken in accordance with *article 4.2* may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 4.4 A decision may not be taken in accordance with *article 4.2* if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with *article 4.7* and *article 4.8*.
- 4.5 Model articles 5(1) to (3) (inclusive) and 6(2) shall be modified by the insertion of the words "(acting with Investor Consent)" following each reference to "the directors" in such model articles.
- 4.6 Meetings of the Directors shall take place at least 4 times in each year, with a period of not more than 4 months between any two meetings. Any Director may call a meeting of the Directors. At least 5 Business Days' advance notice in writing (which may include email) of each such meeting shall be given to each Director (except with the prior consent in writing of the HIL Director and the Inverleith Director, when meetings of the Directors may take place less frequently or on shorter notice).
- 4.7 The quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be three Eligible Directors, which must include the HIL Director and the Inverleith Director in office for the time being, unless the HIL Director and the Inverleith Director have, in respect of any particular meeting (or part of a meeting), otherwise agreed in writing ahead of such meeting in which case, subject to *article 4.8*, the quorum for such meeting (or part of the meeting, as the case may be) shall be any two Eligible Directors. If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine (but not less than 5 Business Days after the unquorate meeting). If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall proceed with the Eligible Directors present provided that the business conducted at such meeting must not be different to that set out in the notice of the original meeting.
- 4.8 For the purposes of any meeting (or part of a meeting) held pursuant to *article 8* to authorise a Conflict (as defined in *article 8.1*), if there is only one Eligible Director in office

other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

- 4.9 If the number of Directors in office for the time being is less than three, the Directors in office must not take any decision other than a decision to:
- (a) appoint further Directors; or
 - (b) call a general meeting so as to enable the Shareholders to appoint further Directors.
- 4.10 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the Chairman (or other chairman of the meeting) shall have a second or casting vote.
- 4.11 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.
- 4.12 The Directors (acting with Investor Consent) may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

5. Appointment and removal of directors

- 5.1 Model article 17(1) shall be modified by the inclusion, at the end of that model article, of the words "provided that the appointment does not cause the number of Directors to exceed the maximum number set out in article 3 of these Articles".
- 5.2 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:
- (a) 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;
 - (b) save in the case of the HIL Director (but only for so long as the HIL holds at least 15% by nominal value of the Shares in issue for the time being) or the Inverleith Director (but only for so long as the Inverleith Fund holds at least 15% by nominal value of the Shares in issue for the time being), a majority of the other Directors resolve that he ceases to be a Director or HIL Director (if HIL holds less than 15% by nominal value of the shares in issue) or Inverleith Director (if the Inverleith Fund holds less than 15% by nominal value of the shares in issue); and
 - (c) in the case of an executive Director only, he shall cease to be employed by the Company or other Group Company (as appropriate) and does not continue as an employee of any other Group Company.

6. Directors, Chairman, Observer and consent matters

6.1

- (a) HIL shall from time to time have the right, for so long as the HIL holds at least 15% by nominal value of the Shares in issue for the time being, to appoint, by notice in writing addressed to the Company, and to maintain in office, one natural person as Director (**HIL Director**), to remove any such HIL Director and to appoint a replacement and to specify any person who in their absence may act as their alternate director. The office of a HIL Director shall be vacated in the case that HIL holds less than 15% by nominal value of the Shares in issue for the time being.
- (b) The Inverleith Fund shall from time to time have the right to appoint, for so long as the Inverleith Fund holds at least 15% by nominal value of the Shares in issue for the time being, by notice in writing addressed to the Company, and to maintain in office, one natural person as Director (**Inverleith Director**), to remove any such Inverleith Director and to appoint a replacement and to specify any person who in their absence may act as their alternate director. The office of an Inverleith Director shall be vacated in the case that the Inverleith Fund holds less than 15% by nominal value of the Shares in issue for the time being.
- (c) HIL (for so long as it holds at least 5% by nominal value of the Shares in issue for the time being) and the Inverleith Fund (for so long as it holds at least 5% by nominal value of the Shares in issue for the time being) shall each individually have the right to appoint by notice in writing addressed to the Company one natural person as a non-voting observer (each an **Observer**) who shall be entitled to receive notice of and to attend and speak at, but not to vote at, any meeting of the Directors (or any committee thereof). Any Observer so appointed shall vacate his position as Observer in the case that his appointer is holding less than 5% by nominal value of the Shares in issue for the time being.
- (d) If HIL (in respect of the HIL Director or the Observer appointed by it) or the Inverleith Fund (in respect of Inverleith Director or the Observer appointed by it) require their HIL Director or Inverleith Director or Observer to attend and speak (and vote in the case of the HIL Director or Inverleith Director) at any meeting of the directors of any member of the Group, the Company shall procure that the relevant member of the Group implements such appointment.

6.2 Any appointment or removal of the HIL Director or the Inverleith Director (as the case may be) made in accordance with *article 6.1* shall take immediate effect upon receipt (or deemed receipt) by the Company of such notice in writing, or the production of such notice at a meeting of the Directors or, if later, the date (if any) specified in such notice.

6.3 The reasonable expenses of the Directors shall be payable by the Company as determined by the Board from time to time.

- 6.4 The Company and its Directors shall appoint as chairman of the Board (**Chairman**) the person identified and approved by the HIL Director and the Inverleith Director (and such HIL and Inverleith Directors shall also have the right to remove and replace any such Chairman).
- 6.5 None of the following matters shall be effected by the Company without a prior approval of an Investor Consent (provided that this *article 6.5* shall not apply to the extent that the matter in the list below arises in relation to the operation of *article 15* in accordance with its terms):
- (a) any changes to its Articles or other constitutional documents of any other member of the Group;
 - (b) the modification, variation or abrogation of the rights attaching to any securities of any member of the Group;
 - (c) the creation, allotment or issue of any shares of the Company or of any other security of the Company or the grant of any option or rights to subscribe for or to convert any instrument into such shares or securities;
 - (d) the alteration of the authorised or issued share capital of the Company including *without limitation, the subdivision, conversion, reclassification, consolidation or* other reorganisation of the securities or capital structure of the Company;
 - (e) the adoption or variation of any share option or share incentive scheme or employee share trust or share ownership plan or retirement benefit scheme including any employee share scheme or any profit sharing bonus or other incentive scheme or any pension scheme;
 - (f) any reduction of the share capital or the redemption, cancellation, purchase or other acquisition by the Company of any Shares or other securities in the Company;
 - (g) carrying on any business other than the Business, or any material change in the Business as set out in the Budget or the Business Plan or changing the structure of the Group;
 - (h) any alteration to the financial year end or accounting reference date of any member of the Group; and
 - (i) cause or permit any Subsidiary to do (where relevant) any of the things mentioned in this *article 6.5*, substituting reference to "the Company" with reference to "the Subsidiary".
- 6.6 None of the following matters shall be effected unless approved in writing by the HIL Director and the Inverleith Director (provided that this *article 6.6* shall not apply to the

extent that the matter in the list below arises in relation to the operation of *article 15* in accordance with its terms):

- (a) any expenditure outside of the Budget (except the purchase of stock) which is greater than £50,000 in aggregate in any 12 month period or any purchase of stock outside of the Budget which costs greater than £250,000 in aggregate in any 12 month period;
- (b) the approval of the annual Business Plan, including the Budget, and any change, variation or amendment thereto;
- (c) the appointment, removal, approval of terms or alteration of the conditions of employment or engagement or remuneration (other than an increase in remuneration of no more than inflation measured by RPI or a similar index) of any Director or other officer, and any waiver of any rights that the Company may have in respect of such person and the appointment of an alternate director by a director;
- (d) the entering into of, variation or termination of any contract or arrangement with any shareholder of the Company or any director of the Company or any Key Person (as defined in paragraph (e) below) or any person who is Connected to a shareholder of the Company or any Key Person or enter into any contract or arrangement in which any such person is interested, whether directly or indirectly; or
- (e) the making of any change to the terms of, or make any payments not provided for in the express terms of, or grant any waiver or exercise any discretion available to the Company under, any of the service contracts, advisory contracts, appointment letters or engagement terms of any Key Person. For the purposes of this Schedule a Key Person shall mean any director of the Company and any other "key/senior employees, contractor or consultant of the Company" (being for these purposes an employee, contractor, consultant or other provider of services (acting independently or through an entity) with an annual gross salary, fees or other remuneration (taking into account all associated costs, benefits, pensions, taxes, duties and perquisites) in excess of £100,000 or, in the case of a consultant only, in excess of £1,000 per day payable by the Company);
- (f) entering into or terminating any service agreement or other terms of engagement with a Key Person in the nature of an employment, consultancy or advisory contract;
- (g) taking any steps in relation to any dispute with a shareholder, director or Key Person;
- (h) the entering into of any transaction or series of transactions requiring approval under sections 190-194 (inclusive) of the Companies Act 2006 or the approval of

any conflict of interest situation in respect of which section 175 of the Companies Act 2006 applies;

- (i) incur any new financial debt which would exceed £200,000 or make any drawdown of any existing facility which would exceed £1,000,000 and the variation of the terms of any borrowing facilities or the voluntary acceleration of the repayment of any indebtedness under borrowing facilities or the issue or redemption of any loan capital prior to its due date;
- (j) the making of any loan or advance to any person, firm, body corporate or other business other than an amount not exceeding £50,000 (when aggregated with all other such loans and advances) in the normal course of business and on an arms' length basis;
- (k) factor or discount any debts;
- (l) incur any expenditure or liability other than reasonable business expenses or liabilities properly incurred in the conduct of the business of the Company in the ordinary course of business;
- (m) the acquisition (or development or merger) of or investment in, any assets or property or any new business, shares or other securities, heritable or freehold or leasehold property, or any interest therein (other than in the ordinary course of business or as provided for in the Budget) at a total cost in any financial year of more than £50,000;
- (n) the sale or disposition of any assets or property or undertaking or land (whether heritable, freehold or leasehold property) (or any interest therein) other than stock or other assets or property sold in the ordinary course of business or as provided for in the Budget;
- (o) the sale, disposal, transfer or exclusive licensing (whether by a single transaction or a series of transactions) of the whole or a substantial part of the business, any IPR, of the Company (other than as approved in the Business Plan or the Budget or to a direct or indirect wholly owned subsidiary of the Company);
- (p) the appointment and removal of any statutory auditors;
- (q) any change to the accounting reference date or accounting policies of the Company;
- (r) the commencement or settlement of any litigation, arbitration, mediation or other proceedings other than the commencement of proceedings for debt collection in the ordinary course of business;

- (s) the incorporation of a new subsidiary undertaking or the acquisition of and share capital or other securities of any body corporate or any reorganisation of the Group;
- (t) the constitution of any committees of the Board or the taking of any decisions which are material to the Group as a whole otherwise than at a Board meeting (subject to any additional consents as are required);
- (u) any change in the name of or material change in the trade/ corporate branding used by the Company;
- (v) any dealings (whether of a trading nature or otherwise) between the Company and any of the Shareholders or Directors (other than in the ordinary course of business on arms' length terms);
- (w) the creation of any Encumbrance over any assets or property of the Company (other than in the ordinary course of business);
- (x) the commencement of any discussions with any third party with a view to a Listing or the appointment of advisers in connection with such Listing or the making of any application for a Listing or making arrangements for any other form of marketing of the share capital of the Company (including without limitation listing on any foreign stock exchange);
- (y) the disposal of any Group Company or of any interests in any Subsidiary of the Company or any dilution in such interests or any consolidation or amalgamation with any other company;
- (z) the entering into any merger or any form of alliance, consortium, joint venture or partnership;
- (aa) the giving of any guarantee or indemnity or legally binding letter of comfort other than in the normal course of its business;
- (bb) the creation of any security, mortgage or charge or other encumbrance on any part of the undertaking property or assets or rights of the Company or the variation of any such mortgage, charge or other encumbrance;
- (cc) the recommendation, payment or declaration of any dividend or other distribution of profits, assets or reserves on its Shares; and
- (dd) other than as required by law, the taking of any steps to commence or the passing of any resolution in respect of, the liquidation of the Company, the dissolution of the Company, the winding-up of the Company or a scheme of arrangement, compromise or other arrangement in respect of any creditor of the Company, including but not limited to the making of any application to the court to order a meeting of creditors or any class of creditors or members or to

sanction any such compromise or arrangement with creditors or members or make any proposal to make a voluntary arrangement or petition for an administration order to be made in relation to the Company, the receivership of the Company (or any analogous process under the laws of the relevant jurisdiction);

- (ee) using the name of Inverleith LLP or any Investor in any context whatsoever or hold itself out as being connected or associated with Inverleith LLP or any Investor in any manner whatsoever;
- (ff) *making charitable donations in excess of £5,000 per annum in aggregate or any political donation; and*
- (gg) cause or permit any Subsidiary to do (where relevant) any of the things mentioned in this *article 6.6*, substituting reference to "the Company" with reference to "the Subsidiary" except where figures and percentages are to be calculated they should be calculated on a group basis.

7. Transactions or other arrangements with the Company

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

- (a) 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;
- (b) 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;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) 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;
- (e) 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
- (f) 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.

8. Directors' conflicts

8.1 The Directors may, in accordance with the requirements set out in this *article 8*, 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**).

8.2 Any authorisation under this *article 8* will be effective only if:

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

8.3 Any authorisation of a Conflict under this *article 8* may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- (c) subject to Investor 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;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

- 8.4 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.
- 8.5 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.
- 8.6 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 8.1* shall be necessary in respect of any such interest.
- 8.7 The HIL Director and the Inverleith Director shall be entitled from time to time to disclose to his appointor(s) and to any Permitted Transferee of any Investor such information concerning the business and affairs of the Company and the other members of the Group as he shall at his discretion see fit.
- 8.8 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.

9. Secretary

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

10. Share Capital and Pre-emption on new issues

- 10.1 The share capital of the Company shall be divided into A Ordinary Shares and B Ordinary Shares.
- 10.2 The A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* in all respects and shall constitute one class of shares for the purpose of the Articles and the Act.
- 10.3 Subject to Investor Consent and the following provisions of this *article 10*, any shares may be issued on the terms that they are, or at the option of the Company or the holder are liable, to be redeemed and the Directors shall be authorised to determine the terms, conditions and manner of redemption of such shares.

- 10.4 Subject to *articles 6.5 and 6.6* and to the following pre-emption provisions of this *article 10* and to the provisions of the 2006 Act and of every other statute for the time being in force concerning companies and affecting the Company, the Directors may offer, allot, issue, grant options or rights over or otherwise dispose of any shares in the Company to such persons, at such times and for such consideration and upon such terms and conditions and with such preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Directors may determine, but so that no shares shall be issued at a discount to their nominal value.
- 10.5 Any new shares from time to time created ("shares" for this purpose to include any rights to subscribe for such shares whether pursuant to options, warrants, convertible securities or otherwise), the issue of which has been permitted with Investor Consent, shall before they are issued to any person (the **Third Party Issue**) be offered to the holders of Shares then in issue (pari passu as if the same constituted one class of share) (the **Offer**). The Offer shall be made to each holder of Shares by written notice from the Company:
- (a) specifying the number and class of the shares offered (the **Offered Shares**);
 - (b) specifying the subscription price per share;
 - (c) limiting a time (not being less than 15 days or greater than 30 days) (the **Time Period**) within which the Offer, if not accepted, will be deemed to have been declined; and
 - (d) inviting each holder of Shares to state by notice in writing to the Company within the Time Period whether he is willing to subscribe for any of the Offered Shares and, if so, what maximum number of such Offered Shares (the **Subscription Maximum**) he is willing to subscribe.
- 10.6 A person who, pursuant to such notice, expresses a willingness to subscribe for any Offered Shares is referred to herein as a "Subscriber".
- 10.7 Within seven days of the expiration of the Time Period, the Company shall allocate and allot the Offered Shares amongst the Subscribers. Each allocation among the Subscribers shall in the case of competition be made pro rata according to the proportion of the total number of Shares held by all Subscribers represented by the total number of Shares held by each Subscriber immediately prior to the date of the Offer provided that where one or more of the Investors does not wish to subscribe for its pro rata entitlement of Offered Shares, such Offered Shares shall be allocated to the other Investors (pro rata according to the proportion of the total number of the Shares held by all of such other Investors represented by each of such other Investor's own holding of Shares) in priority to any other person but individual allocations shall not exceed the Subscription Maximum which the relevant Subscriber has expressed a willingness to subscribe. If any shares comprised in the Offer are declined or deemed to be declined (the **Declined Shares**), the Offer in respect of such Declined Shares shall be withdrawn, at which time the Company shall be

obliged to offer the Declined Shares in accordance with the following provisions of this article 10.

- 10.8 The members who are Subscribers (hereinafter **Participating Shareholders**) shall in addition to the shares subscribed for by them pursuant to the Offer, be offered by the Company in priority to any other person the right to subscribe for all or any of the Declined Shares (the **Second Offer**).
- 10.9 The **Second Offer** shall be made immediately after the expiry of the Time Period relating to the Offer by written notice from the Company to each Participating Shareholder on terms no less favourable than those offered or agreed by the Company in respect of the relevant Third Party Issue and such notice shall:
- (a) specify the number and class of the Declined Shares;
 - (b) specify the subscription price per share; and
 - (c) limit a time (not being less than 15 days or greater than 30 days) (the **Second Offer Time Period**) within which the Second Offer, if not accepted, will be deemed to have been declined; and
 - (d) invite each Participating Shareholder to notify the Company within the Second Offer Time Period of the maximum number of Declined Shares for which it wishes to subscribe.
- 10.10 A Participating Shareholder who pursuant to such notice expresses a willingness to subscribe for any of the Declined Shares (a **Second Offer Subscriber**) shall be allocated and allotted the relevant number of Declined Shares within seven days of the expiration of the Second Time Period provided that:
- (a) individual allocations shall not exceed the amount which the Second Offer Subscriber has expressed a willingness to subscribe; and
 - (b) in the event of competition for the allocation of Declined Shares, where one or more of the Investors does not wish to subscribe for its pro rata entitlement of Declined Shares such Declined Shares shall be allocated to the other Investors (pro rata according to the proportion of the total number of the Shares held by all of such other Investors represented by each of such other Investor's own holding of Shares) in priority to any other person and allocations will otherwise be made pro rata among the Second Offer Subscribers by reference to the proportion held by each of them of the aggregate number of Shares held by Second Offer Subscribers at the date of the Second Offer such proportions to be determined by including any shares allocated to the relevant Second Offer Subscriber pursuant to the Offer.
- 10.11 If any Declined Shares comprised in such Second Offer are declined or deemed to be declined, the Second Offer in respect of such shares shall be withdrawn, at which time the

Board (with Investor Consent) shall be entitled to issue that number of Declined Shares not taken pursuant to the Second Offer to any person or persons provided that the terms of subscription and subscription price relating to the allotment of such shares shall be the same as that offered to the Shareholders in respect of the Offer and Second Offer.

- 10.12 Any Investor shall be entitled to nominate that any other Investor(s) subscribe in its stead for all or any of the Offered Shares allocated to such Investor pursuant to the foregoing provisions of this *article 10*.
- 10.13 The rights pursuant to the foregoing terms of this *article 10* shall terminate on a Listing.
- 10.14 In accordance with section 570 of the 2006 Act, sub-section (1) of section 561 of the 2006 Act shall be excluded from applying to the allotment of equity securities (as defined in section 560 of the 2006 Act).
- 10.15 The Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof held by the registered holder. The Company shall however be entitled to register trustees as such in respect of any shares.
- 10.16 No Shares shall be allotted to any current or prospective employee, contractor or director of the Group unless such person shall first have entered into a joint election under section 431 of the Income Tax (Earnings and Pensions) Act 2003 with the relevant member of the Group who is the employer (or similar).

11. Investors' Information

- 11.1 There shall be delivered or emailed by the Board to each holder of Shares not later than 5 months after the end of each financial year copies of the Company's profit and loss accounts, balance sheets and trading accounts and also (if there are any subsidiaries of the Company) any consolidated profit and loss account and balance sheet for the same year, in each case audited if so required by law.

12. Dividends

- 12.1 Any dividends which the Company (with Investor Consent) may determine to distribute will be distributed among the holders of the Shares *pari passu* and *pro rata* to their respective holdings of Shares.
- 12.2 Subject to the Act and *article 12.3*, the Directors may pay interim dividends provided that the available profits of the Company (as defined in part 23 of the Act) justify the payment.
- 12.3 No dividend or interim dividend shall be declared or proposed to Shareholders without prior Investor Consent.

13. Transfers of shares – Permitted Transfers and pre-emption

13.1 The following transfers of any shares may be made without restriction as to price or otherwise and without any pre-emption, co-sale or other requirement to offer such shares pursuant to these Articles:

- (a) by any member being a company to any shareholder or holding company of such company or to any direct or indirect subsidiary of such company or of any such holding company;
- (b) by any nominee of any Investor to the beneficiary or any other nominee of the same beneficiary;
- (c) by any member (who became a member other than by reason of a Permitted Transfer) (an **Original Member**) to any Privileged Relation or Family Settlement when such transfer is being made for the sole purpose of bona fide reasonable estate and/or tax planning. On completion of any transfer in accordance with the foregoing provisions of this *article 13.1(c)* the transferee shall be deemed to have conferred irrevocable authority on such person as the Board (acting with Investor Consent) nominates or failing such agreement, such person nominated by the person(s) representing Investor Consent, as his attorney or agent to sign any resolution, consent, transfer form or other document whatsoever and/or take any action in the Original Member's name and on his behalf to implement the provisions of these Articles;
- (d) by any Investor which is an investment fund and/or collective investment scheme and/or limited partnership and/or investment trust and/or investment company (each a "fund") (and/or a trustee, nominee, custodian, manager, adviser or general partner of, or any special purpose vehicle created by, any fund) to:
 - (i) the holders of units in, or a nominee or trustee for the holders of units in, or partners in, or members of or investors in such fund;
 - (ii) a nominee, custodian, general partner, manager, adviser or trustee for such fund;
 - (iii) another fund (whether or not already a member of the Company (or trustee, nominee, custodian, manager, adviser or general partner of another fund) which (i) invests in parallel, or co-invests, with any Investor and/or (ii) is managed or advised by the same manager or adviser as the transferor or by any member of the same group of companies of such manager or adviser;
 - (iv) to any other Investor or any underlying investor in the Inverleith Fund;
 - (v) to any manager or investment adviser for the time being of any Investor, to any company which is in the same group as the manager or investment

adviser for the time being of any Investor and to any employee or director of, or any consultant to, any such entity;

(vi) to a nominee, custodian, manager, adviser, general partner or trustee of, or to a member of the same group as the transferor or any of the persons referred to in *article 13.1(d)(i)* or *13.1(d)(ii)*;

(vii) to an employee, director or LLP member of any Investor or any holding company or subsidiary of any Investor; or

(e) where the transfer is a transfer by the Selling Shareholders in order that they operate any drag-along set out in *article 15* or is a transfer of any Share from one Investor to another Investor or, following the fourth anniversary of the Original Date, is a transfer by any Investor to any person or is a transfer of Shares pursuant to the acceptance of any Offer made under *article 14.1* or is transfer of Sale Option Shares under *article 14.2* or is a transfer of Called Shares under *article 15.1* or is a transfer of Tag Option Shares under *article 15.2* or is a realisation of Shares in accordance with the operation of *article 15.3*.

13.2 If any person to whom shares are transferred pursuant to *article 13.1* above (excluding *article 13.1(d)(iv)* or (e)) ceases to be within the required relationship with the original transferor of such shares, such shares together with any shares which have been transferred by such person under *article 13.1* shall, unless agreed otherwise by Investor Consent, be transferred back to the original transferor (or to any other person falling within the required relationship with the original transferor) forthwith upon such relationship ceasing (and such transfer may be made without restriction as to price or otherwise) and, if the holder of such shares fails to make such transfer within such period as the Board or any NXD reasonably requires, the holder shall, if required by the Board or Investor Consent, be deemed to have served a separate Transfer Notice in respect of all of such shares then held by him and the provisions of *article 13.3* shall apply save that the Specified Price shall be deemed to be the nominal value of the shares the subject of the deemed transfer.

13.3 The following provisions of this *article 13.3* shall apply to any transfer of any interest in any Share (save for any transfer pursuant to *article 13.1* unless otherwise agreed in writing by the transferor).

(a) No member or person entitled by transmission shall transfer or dispose of or agree to transfer or dispose of or grant any interest or right in any Share to any person (a "transferee" for the purposes of this *article 13.3*) without first offering the same for transfer in accordance with this article. Such offer shall be made by the proposing transferor by the giving in writing of a notice (Transfer Notice). A Transfer Notice once given shall not be capable of withdrawal without Investor Consent.

- (b) Each Transfer Notice shall specify the number and class of Shares offered (**Sale Shares**) and (subject to *article 13.2*) the price at which he has agreed to sell the Sale Shares to the transferee(s) and the form/ terms of such purchase price (the **Specified Price**) and the identity(ies) of the proposed transferee(s). The Transfer Notice shall constitute the Company as the agent of the proposing transferor for the sale of the Sale Shares in accordance with this *article 13.3*.
- (c) Upon receipt by the Company of the Transfer Notice the Directors shall forthwith give written notice to the holders of Shares (other than the proposing transferor) of the number and description of the Sale Shares and the Specified Price and the identity(ies) of the proposed transferee(s) inviting each of such holders to state by notice in writing to the Company within 20 Business Days (the **Offer Period**) whether he is willing to purchase any and, if so, what maximum number of the Sale Shares (**Maximum**) he is willing to purchase, and shall also forthwith give a copy of such notice to the proposing transferor. A person who, pursuant to such a notice, expresses a willingness to purchase any Sale Shares is referred to below as a "**Purchaser**".
- (d) Within 20 Business Days of the expiration of the Offer Period, the Directors shall allocate the Sale Shares to or amongst the Purchasers.
- (e) Each allocation among the relevant persons identified in paragraphs (c) and (d) above shall in the case of competition be made *pari passu* and *pro rata* to the number of Shares held by them (excluding the Sale Shares, if appropriate, from such calculation) but individual allocations shall not exceed the Maximum which the relevant person shall have expressed a willingness to purchase.
- (f) Forthwith upon such allocation being made, the Purchasers to or amongst whom such allocation has been made shall be bound to pay to the Company (as agent for the proposing transferor) (or if the proposing transferor is an Investor or Permitted Transferee thereof, the payments shall be made to such person as specified by the proposing transferor) the Specified Price for, and to accept a transfer of, the Sale Shares so allocated to them respectively and the proposing transferor shall, be bound forthwith upon payment of all of the Specified Price by all of the Purchasers as aforesaid, to deliver to the Company (as agent for the Purchasers) the transfer(s) of the relevant Sale Shares to the transferee(s) together with his certificate or certificates for the relevant Sale Shares.
- (g) If the Purchasers fail to pay the sums which they are obliged to pay in terms of the foregoing provisions of this *article 13.3*, without prejudice to any other claims which any proposing transferor may have in respect of such failure to pay, the Purchasers shall not be entitled to purchase the Sale Shares unless otherwise agreed by the proposing transferor(s) affected by such failure to pay. The proposing transferor(s) affected by such failure to pay may at any time transfer their Sale Shares at the Specified Price to the proposed transferee(s) specified in

the Transfer Notice, without the need to reapply this *article 13.3* in respect of such transfer.

- (h) If in any case the proposing transferor, after having become bound to transfer Sale Shares as aforesaid, does not do so, one of the Directors or some other person duly nominated by the Board shall forthwith be appointed with full power as the duly appointed attorney or agent of the proposing transferor so that such attorney or agent shall execute, complete and deliver, in the name and on behalf of the proposing transferor, a transfer of the relevant Sale Shares to the transferee and (subject to the transfer being duly stamped) the name of the transferee shall be entered in the Register of Members as the holder or holders by transfer of the Shares so purchased by him or them. Where the Specified Price has been paid to the Company, the Company shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money in trust for the proposing transferor until he shall deliver up his certificate or certificates for the relevant Shares to the Company (or an indemnity in respect thereof reasonably satisfactory to the Company) when he shall thereupon be paid the purchase money. The Company shall have no liability to pay or account for any interest on any such monies. The issue of a receipt by the Company therefor shall be a good discharge to the Purchasers and after their names shall have been entered in the Register of Members in exercise of the aforesaid power the validity of the transactions shall not be questioned by any person.
- (i) If, at the expiration of the 20 Business Day period referred to in paragraph (d) above, any of the Sale Shares have not been allocated in accordance with the provisions of this *article 13.3*, the proposing transferor may at any time within a period of 30 days after the expiration of the said period referred to paragraph (d) above transfer such unallocated Sale Shares to the proposed transferee(s) specified in the Transfer Notice at any price not being less than the Specified Price.

13.4 Any Investor shall be entitled to nominate that any other Investor(s) acquire in its stead for all or any of the Shares offered pursuant to *article 13.3*.

13.5 In respect of any transfer of Shares pursuant to these Articles:

- (a) unless specified otherwise in any of those Articles, each transferor shall promptly deliver an unaddressed and undated but duly executed stock transfer form for his securities, together with the relevant share or other title certificate(s) (or an indemnity, in a form reasonably satisfactory to the directors, in respect of a lost certificate(s)) and, if applicable, duly executed copies of any other relevant transaction documents described in any of those Articles, to the Company to be held strictly to the order of such transferor pending payment to him of his consideration (if any) in immediately available clear funds at which point the Company is irrevocably instructed to release the duly executed stock transfer form together with the relevant certificate(s) to the transferee (or such other

person as the transferee may direct) and, if applicable, duly executed copies of any other relevant transaction documents described in any of those Articles. Subject to the foregoing, on or after the completion of the transfer of the relevant securities the Company shall, subject to the Company being in receipt of a duly stamped (if stamping is required) or duly certified stock transfer form, register the transfer of the securities in the Company's statutory books or other relevant registers; and

- (b) if a transferor does not execute a stock transfer form in respect of the transfer of all of his securities or any other document required, or take any action, on the date specified in these Articles or in any relevant transaction documents described in paragraph (a) directly above, that transferor shall be deemed to have irrevocably appointed the Company to be his agent to take all such actions and execute all such documents and to transfer the securities (including a stock transfer form(s)) on his behalf and to deliver all such documentation to the transferee (or such other person as the transferee may direct). After the transferee (or its nominee) has been registered as the holder of the securities in question, the validity of such proceedings shall not be questioned by any person in any court of competent jurisdiction. Failure to produce a certificate shall not impede the registration of a transfer of any of the securities.

14. Tag Along and Co-Sale

Tag Along on sale of Controlling Interest

- 14.1 In the event that, following the operation of *article 13.3*, a proposed transfer of Shares whether made as one or as a series of transactions (a **Proposed Transfer**) would, if completed, result in any person other than an existing Shareholder (the **Buyer**), together with any person acting in concert with the Buyer, acquiring a Controlling Interest, the remaining provisions of this *article 14.1* shall apply provided that *article 14.1* shall not require to be operated in the event of any transfer which is proposed by any Investor in order to operate any of the provisions it is entitled to operate in accordance with *article 15*.

- (a) The Seller shall procure that, prior to the completion of the Proposed Transfer, the Buyer shall make an offer (the **Offer**) to each Shareholder (each an **Offeree**) on the date of the Offer, to buy all of the Shares held by such Offerees on the date of the Offer for a consideration in cash per Share (the **Offer Price**) which is equal to the highest price per Share offered, paid or to be paid by the Buyer, or any person acting in concert with the Buyer, for any Shares in connection with the Proposed Transfer or any transaction in the 3 calendar months preceding the date of completion of the Proposed Transfer.
- (b) The Offer shall be made by notice in writing (an **Offer Notice**) addressed to each Offeree on the date of the Offer at least 15 Business Days (the **Offer Period**)

before the date fixed for completion of the Proposed Transfer (the **Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall specify:

- (i) the identity of the Buyer (and any person(s) acting in concert with the Buyer);
- (ii) the Offer Price and any other terms and conditions of the Offer;
- (iii) the Sale Date; and
- (iv) the number of Shares which would be held by the Buyer (and persons acting in concert with the Buyer) on completion of the Proposed Transfer.

(c) The completion of the Proposed Transfer shall be conditional in all respects on:

- (i) the making of an Offer in accordance with this *article 14*; and
- (ii) the completion of the transfer of any Shares by any Offeree (each an Accepting Offeree) who accepts the Offer within the Offer Period,

and the Directors shall refuse to register any Proposed Transfer made in breach of this *article 14.1(c)*.

Co-Sale

14.2 Subject to *article 13.3*, if (a) any Investor or (b) any other holder of A or B Ordinary Shares (provided that (b) shall exclude any shareholder who acquired shares by virtue of their employment or engagement by any member of the Group) (and any relevant person under (a) or (b) shall be a **Seller**) wishes to transfer or dispose of or agree to transfer or dispose of or grant any interest or right in any Share to any person (other than (i) to an existing Investor or (ii) if such transfer is a Permitted Transfer or (iii) if such transfer is proposed by any Investor in order to operate the drag along provisions under *article 15* or (iv) if such transfer is due to the Investor being dragged in accordance with the drag along provisions under *article 15* or (v) if such transfer is due to an Investor selling to existing shareholders who exercise their pre-emption rights under *article 13.3* or (vi) if *article 14.1* will apply to the transfer) (a **Co-Sale Transfer**), the Company shall, at least 20 Business Days before the completion of such Co-Sale Transfer, deliver a notice (the **Sale Option Notice**) to (A) each Investor and (B) each other holder of A or B Ordinary Shares (excluding in each case the proposed transferor and any person who will exercise their pre-emption rights in respect of the Co-Sale Transfer under *article 13.3* and excluding in the case of (B) any shareholder who acquired shares by virtue of their employment or engagement by any member of the Group) and the following provisions of this *article 14.2* shall apply.

(a) Any Sale Option Notice shall:

- (i) describe the shares to which the Co-Sale Transfer relates (the **Offer Shares**);
- (ii) state the proposed amount, form and timing of completion and payment of consideration for the Offer Shares and the price per Offer Share;

- (iii) name the purchaser in terms of the Co-Sale Transfer (the **Purchaser**); and
 - (iv) inform the person who receives the Sale Option Notice that it comprises an offer by the Purchaser for the Partial Liquidity Portion (as defined below) of each such person's total holding of Shares (the **Sale Option Shares**).
- (b) The **Partial Liquidity Portion** shall be the proportion that is equal to the quotient obtained by dividing (x) the number of Shares which are the subject of the Co-Sale Transfer (prior to any scaling back referred to in paragraph (e) below) by (y) the total number of Shares held by the Seller who is the transferor in respect of the Co-Sale Transfer.
- (c) Once given, a Sale Option Notice (and any Exercise Notice served pursuant to it) shall be revoked, if the Co-Sale Transfer does not proceed, whereupon the proposed sellers of the Offer Shares and the Purchaser shall automatically cease to owe any obligations to any person who received a Sale Option Notice in respect of such aborted Co-Sale Transfer.
- (d) Within 10 Business Days after the date of the Sale Option Notice served under this *article 14.2* (the **Exercise Period**), each person who receives a Sale Option Notice may elect to sell all (but not some only) of their Sale Option Shares to the Purchaser by delivering a notice (the **Exercise Notice**) to the Company (and once given, any such Exercise Notice may not be revoked except as provided in paragraph (c) above or with the prior written consent of the Purchaser). Each person who validly notifies its agreement to sell its Sale Option Shares to the Purchaser in accordance with the foregoing provisions shall be deemed to be exercising their "**Sale Option**" for the purposes of this Article.
- (e) If a shareholder fails to serve an Exercise Notice, or serves his Exercise Notice outwith the Exercise Period, that shareholder shall be deemed to have declined to exercise his rights to sell his Sale Option Shares pursuant to this *article 14.2*. The Sale Option rights under this *article 14.2* are intended to operate to increase the number of Shares to be purchased by a Purchaser alongside the Co-Sale Transfer however if the Purchaser requires any scaling back this will apply to the Shares the subject of the Co-Sale Transfer rather than any Sale Option Shares.
- (f) If any person validly exercises his Sale Option (the **Co-Sale Seller**):
 - (i) the sale of his Sale Option Shares to the Purchaser shall occur concurrently with the sale of the Offer Shares in terms of the Co-Sale Transfer; and
 - (ii) such Co-Sale Seller shall receive the same consideration (and in the case of there being non-cash consideration, the same proportion of non-cash consideration relative to cash consideration as the sellers of Offer Shares

receive) per share as the Offer Shares and as set forth in the Sale Option Notice.

- (g) Each Co-Sale Seller must comply with *article 13.5(a)* within five business days after the date of exercise of their Sale Option, otherwise the Company must effect the transfer of that Co-Sale Seller's Sale Option Shares pursuant to *article 13.5(b)*.

15. Drag alongs and other exit provisions

15.1 Drag alongs

- (a) **Drag along if all Investors want to exit** - If all of the Investors (provided that they together hold in aggregate not less than 40% by nominal value of the total number of issued Shares) (the **Selling Shareholders**) wish to transfer all of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's-length terms (**Proposed Buyer**), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of Shares on the date of the request, including the Company in respect of Shares held in treasury, if any (**Called Shareholders**) to sell and transfer all their interest in Shares to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this *article 15*. For the avoidance of doubt, the provisions of *articles 13.3, 14.1 and 14.2* shall not apply to any proposed sale of the Sellers' Shares in conjunction with the operation of the Drag Along Option or the tag along rights under *article 15.2* or to any transfer of Shares by Called Shareholders under this *article 15.1* or pursuant to the exercise of the tag along rights under *article 15.2*.
- (b) **Drag along if all of the HIL Investors want to exit prior to the third anniversary of the Original Date** - If, prior to the third anniversary of the Original Date, all of all of the HIL Investors (the **Selling Shareholders**) wish to transfer all of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's-length terms (**Proposed Buyer**), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of Shares on the date of the request, including the Company in respect of Shares held in treasury, if any (**Called Shareholders**) to sell and transfer all their interest in Shares to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this *article 15*. Notwithstanding any other provision of these Articles, for so long as the Inverleith Fund is a shareholder (and unless the Inverleith Fund otherwise agrees with the Selling Shareholders and the Proposed Buyer in writing), it shall only be possible for the Selling Shareholders to exercise the Drag Along Option under this paragraph (b) if the operation of the corresponding drag along provisions in this *article 15.1* would result in the Inverleith Fund receiving in full on the date of its sale of all of its Shares to the Proposed Buyer an amount of cash consideration which achieves a cash on cash return of not less than 3x on the aggregate amounts paid by the Inverleith Fund in respect of all Shares subscribed

or otherwise acquired by it before the operation of such drag along. For the avoidance of doubt, the provisions of *articles 13.3, 14.1 and 14.2* shall apply before it will be possible to consider any proposed sale of the Sellers' Shares in conjunction with the operation of the Drag Along Option or the tag along rights under *article 15.2* but *articles 13.3, 14.1 and 14.2* shall not apply to any transfer of Shares by Called Shareholders under this *article 15.1* or pursuant to the exercise of the tag along rights under *article 15.2*.

- (c) **Drag along if any Investor wants to exit after the fourth anniversary of the Original Date** – If, after the fourth anniversary of the Original Date, any Investor (the **Selling Shareholders**) wish to transfer all of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's-length terms (**Proposed Buyer**), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of Shares on the date of the request, including the Company in respect of Shares held in treasury, if any (**Called Shareholders**) to sell and transfer all their interest in Shares to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this *article 15*. For the avoidance of doubt, the provisions of *articles 13.3, 14.1 and 14.2* shall not apply to any proposed sale of the Sellers' Shares in conjunction with the operation of the Drag Along Option or the tag along rights under *article 15.2* or to any transfer of Shares by Called Shareholders under this *article 15.1* or pursuant to the exercise of the tag along rights under *article 15.2*.
- (d) In the event that any of the Drag Along Options referred to above are to be exercised the following provisions of this *article 15.1* shall apply.
- (e) The Selling Shareholders 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 the Sellers' Shares, to the Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:
 - (i) that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this *article 15.1*;
 - (ii) the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
 - (iii) the consideration payable for the Called Shares which shall, for each Called Share an amount equal to the price per share offered by the Proposed Buyer for the Sellers' Shares;
 - (iv) the proposed date of completion of transfer of the Called Shares (**Completion Date**).
- (f) Once given, a Drag Along Notice may not be revoked. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 20 Business Days of serving the Drag Along Notice. The

Selling Shareholders may serve further Drag Along Notices following the lapse of any particular *Drag Along Notice*.

- (g) No Drag Along Notice shall require a Called Shareholder to agree to any terms *except those specifically set out in this article 15*.
- (h) Completion of the sale and purchase of the Called Shares shall take place on the *Completion Date* unless all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders.
- (i) On or before the Completion Date, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On the Completion Date the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts shall be a good discharge to the Proposed Buyer. The Company shall hold such amounts in trust for the Called Shareholders without any obligation to pay interest.
- (j) To the extent that the Proposed Buyer has not, on the expiration of the 2 Business Day period after the Completion Date, put the Company in funds to pay the amounts due pursuant to paragraph (i), the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this *article 15* in respect of their Shares.
- (k) If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) (in accordance with paragraph (i)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this *article 15*.

- (l) Any Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

15.2 Tag alongs arising if the Drag Along Options in *article 15.1* are not exercised

- (a) If any shareholder transfers or disposes of or agreement to transfer or dispose of or grant any interest or right in any Share to any person which gives rise to any Drag Along Option under *article 15.1* (other than in respect of which *article 15.1* has been validly exercised in respect of the relevant Called Shares and not revoked) (the **Exit Event**), the Company shall, at least 20 Business Days before the closing of the Exit Event, deliver a notice (the **Tag Sale Option Notice**) to each holder of Shares (other than the relevant Selling Shareholders referred to in relevant provision of *article 15.1*) (the **Tag Shareholders**) and the following provisions of this *article 15.2* shall apply.
- (b) Any Tag Sale Option Notice shall:
 - (i) describe the shares to which the Exit Event relates (the **Offer Shares**);
 - (ii) state the proposed amount, form and timing of closing and payment of consideration for the Offer Shares and the price per Offer Share;
 - (iii) name the purchaser in terms of Exit Event (the **Purchaser**); and
 - (iv) inform each of the Tag Shareholders that it comprises an offer to each Tag Shareholder by the Purchaser for each Tag Shareholder's total holding of Shares (the **Tag Option Shares**).
- (c) Once given, a Tag Sale Option Notice (and any Exercise Notice served pursuant to it) shall be revoked if the Exit Event does not proceed, whereupon the Selling Shareholders and the Purchaser shall automatically cease to owe any obligations to any Tag Shareholder in respect of such aborted Exit Event.
- (d) Within 10 Business Days after the date of the Tag Sale Option Notice served under this *article 15.2* (**Exercise Period**), each of the Tag Shareholders may elect to sell all (but not some only) of their Tag Option Shares to the Purchaser by delivering a notice (the **Exercise Notice**) to the Company (and once given, any such Exercise Notice may not be revoked except in accordance with paragraph (c) above or with the prior written consent of the Purchaser). Each Tag Shareholder who validly notifies its agreement to sell its Tag Option Shares to the Purchaser in accordance with the foregoing provisions of this *article 15.2* shall be deemed to be exercising their **Tag Option** for the purposes of this *article 15.2*.
- (e) If a shareholder fails to serve an Exercise Notice, or serves his Exercise Notice outwith the Exercise Period, that shareholder shall be deemed to have declined to exercise his rights to sell his Tag Option Shares pursuant to this *article 15.2*.

- (f) If any shareholder validly exercises his Tag Option (the **Tag Seller**):
 - (i) the sale of his Tag Option Shares to the Purchaser shall occur concurrently with the sale of the Offer Shares in terms of the Exit Event; and
 - (ii) such Tag Seller shall receive the same consideration (and in the case of there being non-cash consideration, the same proportion of non-cash consideration relative to cash consideration as the sellers of Offer Shares receive) per share as the Offer Shares and as set forth in the Tag Sale Option Notice.
- (g) Each Tag Seller must comply with *article 13.5(a)* within five business days after the date of exercise of their Tag Option, otherwise the Company must effect the transfer of that Tag Seller's Tag Option Shares pursuant to *article 13.5(b)*.

15.3 Other exit provisions, including Listing

- (a) Subject to the following provisions of this *article 15.3*, no Listing or Exit Review or Business Sale may be undertaken by the Company or any other member of the Group without the consent of (i) all of the Investors (if any such matter is proposed prior to the fourth anniversary of the Original Date) or (ii) an Investor (if any such matter is proposed on or after the fourth anniversary of the Original Date).
- (b) All of the Investors (acting together at any time) or, with effect from the fourth anniversary of the Original Date, any Investor, may by written notice to the Company require the Company and its shareholders to initiate and conduct a process to bring about a Listing of the Group and/or an Exit Review and/or a Business Sale.
- (c) The Company and each shareholder shall take all steps reasonably required in connection with the implementation of any Listing or Exit Review or Business Sale which (i) has been approved by all of the Investors or (ii) is to take place on or after the fourth anniversary of the Original Date as approved by any Investor.
- (d) All shareholders shall consent to, vote for, raise no objections to and waive any applicable rights as required to implement any of the arrangements required by any Investor or the Investors in accordance with the foregoing provisions of this *article 15.3* provided that any such arrangement treats all shareholders in manner which ensures equal and pro rata treatment of their Shares (and any realisation thereof) in terms of any such arrangement (the **Actions**). The shareholders shall be required to take all Actions as are required by the Investor or Investors who propose the arrangement in accordance with the foregoing provisions of this *article 15.3*. If any shareholder fails to comply with the provisions of this *article 15.3*, the Company (or any director or other person nominated by the Company's board of directors, or any Investor or the Investors

who have instructed by the Actions) shall be constituted the agent and attorney of each defaulting shareholder with full power and authority to take such Actions on behalf of the defaulting shareholder and to execute and deliver on behalf of such defaulting shareholder the necessary documents (to the extent they relate to the Actions) and the Company may receive any purchase money due to the defaulting shareholder in trust for each of the defaulting shareholders.

- (e) The Company and each shareholder agrees to consider the recommendations of the sponsor to any Listing which is proposed in accordance with the foregoing provisions of this *article 15.3*.
- (f) It is hereby agreed that, on any such Listing referred to in paragraph (e), the shareholders of the Company shall to the extent required by (A) the laws, exchange rules and regulations and the listing rules of the UK Financial Conduct Authority (or any equivalent regulator) as applicable to the Listing; or (B) any equivalent requirements of any other recognised investment exchange (as defined in the Financial Services and Markets Act 2000):
 - (i) retain such number of their Shares held at the time of the Listing for such period after the Listing as is required by the laws, rules, regulators and requirements referred to in (A) and (B) above; and
 - (ii) have regard to the recommendation of the Company's brokers (acting reasonably on objective grounds) on a Listing in determining their respective sale of shares upon the Company's Listing and shall make such determination with a view to ensuring the success of the Listing.

DECISION-MAKING BY SHAREHOLDERS

16. General meetings

- 16.1 No business other than, subject to *article 16.2*, the appointment of the chairman 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. Two Shareholders, present in person, by proxy or by duly authorised representative, shall be the quorum at any general meeting.
- 16.2 The Chairman shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman 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 chairman of the meeting must be the first business of the meeting.

17. Voting

- 17.1 Subject to any other provisions in these Articles concerning voting rights, each Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all *general meetings of the Company*.
- 17.2 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.
- 17.3 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.
- 17.4 Model article 45(1) shall be amended by:
- (a) 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
 - (b) the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that model article.

18. Purchase of own shares

- 18.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may, with Investor Consent, purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:
- (a) £15,000; and
 - (b) the value of 5% of the Company's share capital.
- 18.2 Subject to the remaining provisions of this article 18, on a purchase of Shares in accordance with Chapter 4 of Part 18 of the Act and which has been approved by Investor Consent, the Company may:
- (a) hold the Shares (or any of them) in treasury;
 - (b) deal with any of the Shares, at any time, in accordance with section 727; or
 - (c) cancel any of the Shares, at any time, in accordance with section 729 of the Act.

19. Company's Lien over Shares

- 19.1 The Company has a lien (the **Company's Lien**) over every Share which is registered in the name of a person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him

(either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.

19.2 The Company's Lien over a share:

- (a) takes priority over any third party's interest in that Share; and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

19.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

20. Enforcement of the Company's Lien

20.1 Subject to the provisions of this *article 20*, if:

- (a) a Lien Enforcement Notice has been given in respect of a Share; and
- (b) the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner as the Directors decide.

20.2 A Lien Enforcement Notice:

- (a) may only be given in respect of a Share which is subject to the Company's Lien and in respect of a sum payable to the Company for which the due date for payment has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- (d) must be addressed either to the holder of the Share or to a transmittee of that holder; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

20.3 Where Shares are sold under this *article 20*:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser; and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

20.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the Company's Lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and
- (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable by that person (or his estate or any joint holder of the shares) after the date of the Lien Enforcement Notice.

20.5 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

ADMINISTRATIVE ARRANGEMENTS

21. Means of communication to be used

21.1 Subject to *article 21.3*, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- (b) if sent by fax, at the time of transmission; or
- (c) if sent by pre-paid first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
- (e) if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- (f) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (g) 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; and

- (h) if deemed receipt under the previous paragraphs of this *article 21.1* would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

21.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

21.3 A Transfer Notice (or Deemed Transfer Notice) may not be served or delivered in electronic form, or by means of a website.

21.4 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.

22. Indemnity and insurance

22.1 Subject to *article 22.2*, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

- (a) 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 in the actual or purported execution and/or discharge of his duties, or in relation thereto including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or other Group Company's) affairs; and
- (b) the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in *article 22.1* and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

22.2 This *article 22* 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.

22.3 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.

22.4 In this *article 22*:

- (a) **Relevant Loss** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company (or other Group Company) or any pension fund or employees' share scheme of the Company (or other Group Company); and
- (b) **Relevant Officer** means any director or other officer or former director or other officer of any Group 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 a Group Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

23. Data protection

23.1 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.

23.2 The personal data that may be processed for such purposes under this *article 23* 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:

- (a) a Member of the Same Group as the Recipient (each a **Recipient Group Company**);
- (b) employees, directors and professional advisers of that Recipient or any Recipient Group Company; and
- (c) funds managed by any of the Recipient Group Companies.

23.3 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.