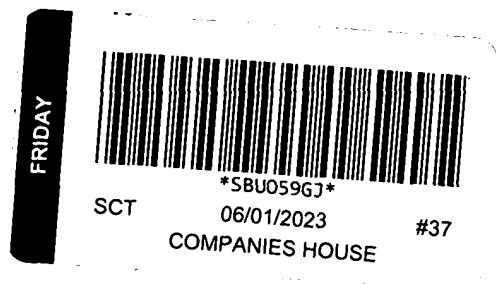


**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**REVIVE ECO LTD.**



## TABLE OF CONTENTS

Clause		Page No.
1	DEFINITIONS AND INTERPRETATION	1
2	SHARE CAPITAL	7
3	DIVIDENDS	7
4	ALLOTMENT OF SHARES	8
5	TRANSFER OF SHARES: GENERAL	9
6	PERMITTED TRANSFERS	9
7	VOLUNTARY TRANSFERS	11
8	DRAG ALONG AND TAG ALONG	13
9	COMPULSORY TRANSFERS	15
10	FAIR VALUE	18
11	PURCHASE OF OWN SHARES	19
12	GENERAL MEETINGS	19
13	APPOINTMENT AND REMOVAL OF DIRECTORS, INVESTOR DIRECTORS AND OBSERVER	19
14	ALTERNATE DIRECTORS	21
15	PROCEEDINGS OF DIRECTORS	22
16	CONFLICTS OF INTEREST	22
17	INSURANCE AND INDEMNITY	24
18	NOTICES	25

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**REVIVE ECO LTD.**

**(the “Company”)**

29 November

(Adopted by written resolution passed on \_\_\_\_\_ 2022)

**1 DEFINITIONS AND INTERPRETATION**

1.1 In these Articles unless the context otherwise requires each of the following words and expressions shall have the following meanings:

“**Act**” means the Companies Act 2006;

“**acting in concert**” has the meaning set out in the City Code on Takeovers and Mergers for the time being;

“**Additional Shares**” has the meaning given to that term in Article 4.1;

“**Allocation Notice**” has the meaning given to it in Article 7.9;

“**Auditors**” means the auditors of the Company for the time being, unless auditors are not required pursuant to the Act and have not been appointed, in which case such reference shall mean the accountants of the Company;

“**Bad Leaver**” means any Leaver who is not a Good Leaver;

“**Beneficial Shareholder**” means the person beneficially entitled to Shares held by a nominee or bare trustee on its behalf;

“**Board**” means the board of directors of the Company from time to time;

“**Business Day**” means any day (other than a Saturday or Sunday) when banks are open for normal banking business in Glasgow;

“**Buyer**” has the meaning given to that term in Article 8.7;

“**Called Shareholders**” has the meaning given to that term in Article 8.7;

**“Change of Control”** means the obtaining of Control of an entity by any person or persons, not formerly having Control of such entity (whether acting individually or acting in concert);

**“Conflict”** has the meaning given to that term in Article 16.1;

**“Control”** has the meaning given to that expression by section 1124 of the CTA 2010;

**“Controlling Interest”** means an interest (as defined in section 820 to 825 of the Act) in Shares in the Company conferring in aggregate more than 50% of the total voting rights normally exercisable at a general meeting of the Company;

**“connected person”** has the meaning given to that expression in sections 1122 and 1123 of the CTA 2010 and “connected with” shall be construed accordingly;

**“Crowdcube Investor”** means a person whose Shares are held on trust by the Crowdcube Nominee;

**“Crowdcube Nominee”** means Crowdcube Nominees Limited incorporated under the Companies Act 2006 (company number: 09820478) having its registered office at Fourth Floor, Broadwalk House (South Block), Exeter, Devon, England, EX1 1TS;

**“CTA 2010”** means the Corporation Tax Act 2010;

**“Deemed Transfer Notice”** has the meaning given at Article 9.2;

**“Director”** means a director of the Company for the time being, and includes any person occupying the position of director, by whatever name called;

**“Drag Along Notice”** has the meaning given to that term in Article 8.7;

**“Drag Along Price”** has the meaning given to that term in Article 8.8;

**“Dragging Shareholders”** has the meaning given to that term in Article 8.7;

**“Employment Breach”** has the meaning given to that term in Article 9.6;

**“Excess Sale Shares”** has the meaning given to that term in Article 7.8;

**“Existing Shareholders”** means any persons holding Shares as at the date of adoption of these Articles with the exception of SE and any other Investor;

**“Fair Value”** means the value determined by the Auditors in accordance with Article 10;

**“Fair Value Certificate”** has the meaning given to that term in Article 10.1;

**"Family Member"** means the wife, husband or civil partner (or widow, widower or surviving civil partner), children and grandchildren (including step, adopted children and grandchildren and their issue) of the relevant shareholder;

**"Financial Year"** means an accounting period in respect of which the Company prepares its accounts in accordance with the provisions of the relevant legislation applicable to the Company;

**"First Offer Period"** has the meaning given to that term in Article 7.4;

**"Founders"** means Scott Kennedy and Fergus Moore and **Founder** means either of them as the context requires;

**"Gabriel"** means Gabriel Investments Limited incorporated under the Companies Acts (Registered in Scotland No SC409819 and having its Registered Office at 50 Richmond Street, Glasgow, G1 1XP;

**"Gabriel Investors"** has the meaning given to that term in the Investment Agreement;

**"Gabriel Investor Director"** means the director appointed by the Gabriel Majority pursuant to Article 13;

**"Gabriel Majority"** means a majority of the Gabriel Investors (based on nominal value of shares held by them in the Company);

**"Good Leaver"** means a person who is a Leaver as a result of:

- (a) death;
- (b) retirement at 65 years of age or more with the agreement of the Board (including Investor Consent);
- (c) Serious Ill Health;
- (d) dismissal by reason of redundancy (in the case of an employee) or unlawful contractual termination (in the case of a Director or consultant);
- (e) the termination of the shareholder's employment in circumstances that are determined by a decision of an Employment Tribunal or Court, which decision is final and no longer appealable, to be or amount to wrongful dismissal where such shareholder has commenced proceedings in respect of such claim within 12 months of such shareholder becoming a Leaver;
- (f) becoming a Leaver after 3 of years following the date of adoption of these Articles or the date of commencement of employment or holding of office (whichever is the later) except where such cessation occurs in circumstances justifying summary

dismissal (in the case of an employee) or termination of contract (in the case of a Director or consultant);

or where the Board (with Investor Consent) determines such person is a Good Leaver;

**“Group”** means the Company and its subsidiary undertakings and any holding company (as both are defined in the Act) from time to time and references to “member of the Group” and “Group Company” shall be construed accordingly;

**“Investor Consent”** means the consent in writing of the Investor Majority in accordance with any Relevant Agreement;

**“Investor Director”** means such person or persons as Gabriel, the University / SIEF and SE may appoint as directors of the Company pursuant to Article 13 (and any alternate);

**“Investor Group”** means the relevant Investor and its subsidiary undertakings and any holding company (as both are defined in the Act) from time to time;

**“Investor Majority”** means Investors holding more than 60% by nominal value of the Shares in the Company held by the Investors (whether through nominees or otherwise) including a Gabriel Majority, the University / SIEF and SE;

**“Investment Agreement”** means the investment agreement dated on or around the date of adoption of these Articles between, amongst others, the Company and the Investors;

**“Investors”** has the meaning given in the Investment Agreement together with any person acquiring Shares from such person in accordance with these Articles or any person who is designed as an Investor pursuant to a deed of adherence or otherwise and **“Investor”** shall be construed accordingly;

**“Issue Price”** means in respect of a Share, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium;

**“Leaver”** means a shareholder who is an individual and who is or was previously a Director (other than any Investor Director), consultant, worker or employee of a member of the Group and who ceases engagement to hold such office, engagement or employment unless the Investor Majority notifies the Company in writing that such person is not a Leaver;

**“Member Applicant”** has the meaning given to that term in Article 7.9;

**“Member of Gabriel”** means any member of the Gabriel investment syndicate whether as an individual or body corporate who is recognised by Gabriel as such in accordance with their rules and procedures;

**“Model Articles”** means the model articles for companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

**“Observer”** means an observer appointed under Article 13.11;

**“Offer Period”** has the meaning given to that term in Article 8.4

**“Ordinary Shares”** means the ordinary shares of £0.00001 each in the capital of the Company having the rights set out in these Articles;

**“Permitted Transferee”** means any Family Member, any trust or body corporate established for the benefit only of a shareholder or their Family Member(s) or Related Company (as that term is defined in Article 6.1) any member of the SE Group or Member of Gabriel or any member of the University Group and transferees as more fully described in Article 6;

**“Proportionate Entitlement”** has the meaning given to that term in Article 4.1;

**“Purchaser”** has the meaning given to that term in Article 9.8;

**“Related Company”** has the meaning given to that term in Article 6.1;

**“Relevant Agreement”** means any agreement between the Company and its shareholders in place from time to time and includes the Investment Agreement;

**“Sale Shares”** has the meaning given to that term in Article 7.1;

**“SE”** means Scottish Enterprise, established by the Enterprise and New Towns (Scotland) Act 1990 and having its principal place of business at Atrium Court, 50 Waterloo Street, Glasgow, G2 6HQ;

**“SE Group”** means Scottish Enterprise, any subsidiary for the time being of Scottish Enterprise and any company, corporation or other body of persons which shall have acquired the whole or substantially the whole of the undertaking of Scottish Enterprise or any subsidiary of such company, corporation or body and any other body to which the statutory functions of Scottish Enterprise have been delegated or a SE Successor and the expression “Member of the Scottish Enterprise Group” shall be construed accordingly;

**“SE Investor Director”** means the director appointed by SE pursuant to Article 13;

**“SE Successor”** means any party succeeding in whole or in part to the interests of SE;

**“Second Offer Period”** has the meaning given to that term in Article 7.7;

**“Seller”** means a shareholder who wishes, or is required, to transfer Shares or any beneficial interest therein to a person to whom Article 6 (Permitted Transfers) does not apply;

**“Serious Ill Health”** means an illness or disability certified by a general medical practitioner (nominated or approved by the Investor Majority) as rendering the person concerned permanently incapable of carrying out their role as an employee, worker, consultant or Director save where such incapacity has arisen as a result of the abuse of drugs (including alcohol);

**“Shares”** means any share forming part of the share capital of the Company;

**“Tag Along Offer”** means an unconditional offer, open for acceptance for not less than 15 Business Days, to purchase Shares at a price per Share equal to the highest price per Share (exclusive of stamp duty) paid or to be paid by any transferee referred to in Article 8.1 (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for Shares (inclusive of the Shares giving rise to the obligation to make the Tag Along Offer);

**“Tag Along Price”** has the meaning given to that term in Article 8.2;

**“Transfer Event”** has the meaning given to that term in Article 9;

**“Transfer Notice”** has the meaning given to that term in Article 7.1;

**“Transfer Price”** means in relation to a Transfer Notice given under a voluntary transfer pursuant to Article 8, the price stated in the Transfer Notice or as otherwise determined in accordance with Article 9.9, or in the case of a Deemed Transfer Notice as determined in accordance with Article 9.4;

**“University”** means The University of Strathclyde, incorporated by Royal Charter and having its principal office at 16 Richmond Street, Glasgow, G1 0XQ;

**“University Group”** means the University and any University Successor and each entity controlled by the University or a University Successor from time to time;

**“University Investor Director”** means the director appointed by the University pursuant to Article 13;

**“University Successor”** means any entity to which all or part of the University’s activities or statutory functions have been transferred or devolved or succeeding in whole or in part to the interest of the University or to which all or a material part of the holding of the University Group in spin-out companies or the University Group’s unlisted investment portfolio is transferred; and

**“Warrant Instrument”** means the warrant instrument entered into by the Company on or around the date of adoption of these Articles (as amended, modified or supplemented from time to time).



- 1.2 references to any statute or statutory provision include, unless inconsistent with the context, a reference to that statute or statutory provision as modified, re-enacted or consolidated and in force from time to time, whether before or after the date of these Articles;
- 1.3 headings are for convenience only and do not affect the construction or interpretation of these Articles;
- 1.4 where the word “address” appears in these Articles it is deemed to include postal address and, where applicable, electronic address (being any address or number used for the purposes of sending or receiving documents or information by electronic means);
- 1.5 references to a person include any individual, firm, body corporate, unincorporated association or partnership;
- 1.6 references to the plural will include the singular and vice-versa;
- 1.7 references to one gender include all genders;
- 1.8 the Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles. Model Articles 13, 23, 24(2)(d), 26(5) and 49 shall not apply to the Company;
- 1.9 save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Relevant Agreement or the Model Articles shall have the same meaning in these Articles subject to which and unless the context otherwise requires, words and expressions which have a particular meaning in the Act shall have the same meaning in the Articles; and
- 1.10 all references herein to consents, approval or permission by the Investors will mean the provision of Investor Consent.

## **2 SHARE CAPITAL**

- 2.1 The issued share capital of the Company at the date of adoption of these Articles is £11.49176 divided into 1,149,176 Ordinary Shares of £0.00001 each.
- 2.2 The Ordinary Shares shall be treated *pari passu* in all respects.

## **3 DIVIDENDS**

Any profits which the Company determines to distribute in respect of any Financial Year shall, subject to a resolution of the members and Investor Consent be applied in distributing such profits amongst the holders of the Ordinary Shares then in issue *pari passu* according to the number of such Shares held by them. Model Articles 30 and 34 shall be construed accordingly.

#### 4 ALLOTMENT OF SHARES

- 4.1 The Directors shall not allot any Shares unless notice in writing is given to each shareholder specifying the number and classes of Shares which are proposed to be issued, the consideration payable on the Shares, and any other material terms or conditions of the proposed issue. Each shareholder shall be entitled to subscribe for Shares in proportion (as nearly as may be) to their existing holdings of Shares ("**Proportionate Entitlement**"). It shall be open to each such shareholder to specify if they are willing to subscribe for Shares in excess of their Proportionate Entitlement ("**Additional Shares**") and, if the shareholder does so specify, they shall state the number of Additional Shares for which they are so willing to subscribe.
- 4.2 The notice specified in Article 4.1 shall invite each shareholder to state, in writing within 10 Business Days from the date of such notice whether they will subscribe for any Shares, and if so, how many Shares.
- 4.3 Within three Business Days of the expiry of the invitation made pursuant to the notice given under Article 4.1 the Board shall allocate the Shares in the following manner:
- 4.3.1 if the total number of Shares applied for is equal to or less than the available number of Shares to be issued the Company shall allocate the number applied for in accordance with the applications and may dispose of any Shares not accepted by the shareholders in such manner as they think most beneficial to the Company provided that such Shares shall not be disposed of on terms that are more favourable to the allottee than the terms on which they were offered under this Article 4; or
- 4.3.2 if the total number of Shares applied for is more than the available number of Shares to be issued, each shareholder who has applied for Shares shall be allocated their Proportionate Entitlement (or such lesser number of Shares to be issued for which they may have applied) and applications for Additional Shares shall be allocated in accordance with such applications or, in the event of competition, to each shareholder willing to subscribe for Additional Shares in proportion (as nearly as may be) to the proportion which the Shares held by that shareholder bear to the total number of Shares held by all shareholders applying for Additional Shares provided that no shareholder shall be allocated more Additional Shares than they shall have stated themselves willing to take.
- 4.4 Any shares offered to any member of the SE Group, any member of the University Group or member of Gabriel under this Article 4 shall, at the request of the SE Group / University Group / Gabriel (as appropriate) be registered in the name or names of any one or more members of the SE Group (in the case of the SE Group) or in the name or names of any one or more members of the University Group (in the case of the University Group) or any one or more of the Gabriel members (in the case of Gabriel).
- 4.5 The provisions of Articles 4.1 to 4.3 may be disapplied by way of special resolution of the members of the Company and Investor Consent.

4.6 The provisions of Articles 4.1 to 4.3 shall not apply to any issue of Shares pursuant to the Warrant Instrument.

4.7 Pursuant to the Act, all statutory rights of pre-emption shall be excluded from applying to the Company.

## 5. **TRANSFER OF SHARES: GENERAL**

5.1 Subject to the provisions of Article 6, no transfer of any Share shall be made or registered unless such transfer:

5.1.1 complies with the provisions of these Articles;

5.1.2 complies with any Relevant Agreement;

5.1.3 has been approved by the Directors (such approval to include the consent of any Investor Director(s) appointed), provided that the Directors shall not refuse to register any transfer made in accordance with Articles 5.1.1 and 5.1.2; and

5.1.4 the transferee has first entered into a Deed of Adherence pursuant to the Relevant Agreement (where required to do so under such Relevant Agreement).

5.2 Any shares offered to any member of the SE Group or any member of the University Group or Member of Gabriel shall, at the request of the SE Group / University Group / Gabriel / Member of Gabriel (as appropriate) be registered in the name or names of any one or more members of the SE Group (in the case of the SE Group) or in the name or names of any one or more members of the University Group (in the case of the University) or any one or more Members of Gabriel (in the case of Gabriel or a Member of Gabriel).

## 6. **PERMITTED TRANSFERS**

Notwithstanding the provisions of any other Article, the transfers set out in this Article 6 shall be permitted without restriction and the provisions of Articles 7 (Voluntary Transfers) and 8 (Drag Along and Tag Along) shall have no application to such transfers.

### 6.1 **Permitted transfers by bodies corporate**

Any Investor (not being SE) who is a body corporate may transfer any of its Shares (without restriction as to price or otherwise) to any other body corporate which is for the time being part of its Investor Group (each such body corporate being a **"Related Company"**) but if a Related Company shall cease to be a Related Company it shall, within 15 Business Days of so ceasing, transfer the Shares held by it to such body first holding the relevant Shares or any Related Company of such body and failing such transfer the shareholder in question shall be deemed to have given a Transfer Notice pursuant to Article 9.

**6.2 Permitted Transfers by SE**

Any member of the SE Group holding Shares may transfer any of its Shares (without restriction as to price or otherwise) to any other member of the SE Group from time to time.

**6.3 Permitted Transfers by the University**

Any member of the University Group holding Shares may transfer any of its Shares (without restriction as to price or otherwise) to any other member of the University Group from time to time.

**6.4 Permitted Transfers by individuals**

6.4.1 Any shareholder who is an Investor may transfer any Shares (without restriction as to price or otherwise) to a Family Member of that shareholder provided that if the Family Member ceases to be a Family Member they shall, within 15 Business Days of so ceasing, transfer the Shares held by them to the original shareholder and failing such transfer the Family Member shall be deemed to have given a Transfer Notice pursuant to Article 9.

6.4.2 In the event of the death of an Investor, the executors of the Investor's estate may transfer any Shares to a Family Member of that Investor or as the executors of the Investor's estate otherwise directs.

**6.5 Permitted Transfers by Beneficial Owners**

Any Beneficial Shareholder may transfer any of its Shares to a person as the nominee of or bare trustee for that Beneficial Shareholder and any such nominee or bare trustee may transfer any Shares it is holding on behalf of a Beneficial Shareholder to such Beneficial Shareholder or to another nominee or bare trustee for such Beneficial Shareholder.

**6.6 Permitted Transfers by Member of Gabriel**

Any Member of Gabriel may transfer any Shares (without restriction as to price or otherwise) to any other Member of Gabriel or any other individual.

**6.7 Permitted Transfers by Crowdcube Investors**

A Crowdcube Investor shall be entitled at any time to transfer his entire beneficial interest in the Shares held on trust for him by the Crowdcube Nominee without restriction to any person, provided that the legal title in such Shares continues to be held by the Crowdcube Nominee and the transferee is (or becomes prior to the completion of the transfer) a member of the crowdfunding platform operated by Crowdcube Capital Limited.

**6.8 Permitted Transfers by Crowdcube Nominee**

The Crowdcube Nominee may transfer any Shares (without restriction to price or otherwise) to another trust company.

**6.9 Permitted Transfers by all shareholders**

6.9.1 Any shareholder may at any time transfer all or any of their Shares to any other person with the prior written consent of an Investor Majority; and

6.9.2 Any Shares may be transferred pursuant to Article 8 (Drag Along and Tag Along) or Article 9 (Compulsory Transfers).

**7 VOLUNTARY TRANSFERS**

7.1 Except as permitted under Article 6 any Seller who wishes to transfer Shares shall give notice in writing (the “**Transfer Notice**”) to the Company of their wish specifying:

7.1.1 the number of shares (the “**Sale Shares**”) which they wish to transfer;

7.1.2 if they wish to transfer the Sale Shares to a third party, the name of the third party;

7.1.3 the price at which they wish to transfer the Sale Shares (the “**Transfer Price**”); and

7.1.4 whether the Transfer Notice is conditional on all, or a specific number, of the Sale Shares being sold in which case no Sale Shares can be sold unless offers are received for all or the minimum number (as applicable) of the Sale Shares.

7.2 Where any Transfer Notice is deemed to have been given in accordance with Article 9 all the Shares registered in the name of the Seller and all Shares registered in the name of any Permitted Transferee of such Seller who has derived title to Shares from them shall be included for transfer, and the provisions of Article 7.1.4 and 7.6 shall not apply.

7.3 Once given, a Transfer Notice or Deemed Transfer Notice may not be withdrawn unless, it is permitted under Article 7.6 or the Investor Majority, Gabriel, the University and SE approves such withdrawal. In the event of a Transfer Notice being withdrawn the Seller shall bear all costs relating to such Transfer Notice or Deemed Transfer Notice.

7.4 The Transfer Notice shall constitute the Directors the agents of the Seller for the sale of the Sale Shares at the Transfer Price. As soon as reasonably practicable following receipt by the Company of a Transfer Notice the Directors shall give notice to all shareholders of the Company (other than the Sellers) inviting them to notify the Company in writing within 15 Business Days from the date of such offer (the “**First Offer Period**”) confirming: (i) if they require the Sale Shares to be valued; and (ii) if they do not, the maximum number of Sale Shares they wish to purchase at the Transfer Price.

- 7.5 If before the expiry of the First Offer Period any shareholder confirms in writing that they require the Sale Shares to be valued in accordance with Article 7.4, the Directors shall instruct the Auditors to undertake a valuation in accordance with Article 9.9.
- 7.6 Within seven Business Days of receipt of the Fair Value Certificate (as defined in Article 9.9) the Directors shall send a copy of such Certificate to the Seller and (other than in the case of a Deemed Transfer Notice) the Seller shall be entitled to revoke the Transfer Notice by notice in writing to the Directors within seven days of receipt.
- 7.7 If the Transfer Notice is not revoked by the Seller or, in the case of a Deemed Transfer Notice, once the Fair Value has been determined in accordance with Article 9.9, the Directors shall give notice to all of the shareholders (other than the Seller) confirming the value of the Sale Shares as determined in accordance with Article 9.9 (which shall be the Transfer Price) inviting them to notify the Company in writing within 15 Business Days from the date of such notice (the **"Second Offer Period"**) confirming the maximum number of Sale Shares they wish to purchase.
- 7.8 It shall be open to each shareholder to specify if they are willing to purchase Sale Shares in excess of their Proportionate Entitlement (**"Excess Sale Shares"**) and, if the shareholder does so specify, they shall state the number of Excess Sale Shares.
- 7.9 Within five Business Days of the expiry of the First Offer Period or Second Offer Period (as appropriate) the Board shall allocate the Sale Shares in the following manner:
- 7.9.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares the Company shall, subject to Article 7.1.4, allocate the number applied for in accordance with the applications; or
- 7.9.2 if the total number of Sale Shares applied for is more than the available number of Sale Shares, each shareholder shall be allocated their Proportionate Entitlement (or such lesser number of Sale Shares for which they may have applied) and applications for Excess Sale Shares shall be allocated in accordance with such applications or, in the event of competition, as nearly as may be to the proportion which Shares held by a shareholder bear to the total number of Shares held by all shareholders applying for Excess Sale Shares provided that any shareholder shall not be allocated more Excess Sale Shares than they shall have stated they were willing to take,
- and in either case the Company shall forthwith give notice of each such allocation (an **"Allocation Notice"**) to the Seller and each of the persons to whom Sale Shares have been allocated (a **"Member Applicant"**) and shall specify in the Allocation Notice the place and time (being not later than 10 Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.
- 7.10 Subject to Article 7.11, the Seller shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants free from any

lien, charge or encumbrance. If the Seller makes default in so doing any Director shall forthwith be deemed to be the duly appointed attorney of the Seller with full power to execute, complete and deliver a transfer of the relevant Sale Shares and any Director may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members. The Board shall forthwith pay the Transfer Price into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he shall deliver up their certificate(s) for the relevant Shares (or an indemnity in respect of any lost certificate) to the Company when they shall thereupon be paid the Transfer Price.

7.11 If the provisions of Article 7.1.4 apply or where any Transfer Notice is deemed to have been given in accordance with these Articles and if the total number of Shares applied for by Member Applicants is less than the number of Sale Shares the Directors may within seven Business Days of the date of the Allocation Notice determine (with the approval of any Investor Director) that the Company shall (if it is permitted to do so under the Act) purchase some or all of the Sale Shares. The Directors shall have a period of 40 Business Days from the date of any such determination by the Directors to obtain any necessary consents and authorities for any such purchase by the Company and to complete the purchase by the Company of the Sale Shares.

7.12 The holders of any Shares which are subject of a Transfer Notice or Deemed Transfer Notice (or in respect of which no purchaser(s) can be found following the service of a Deemed Transfer Notice) shall be entitled to receive notice of and attend general meetings of the Company but shall have no right to:

7.12.1 vote in respect of the Sale Shares; or

7.12.2 participate in any offer of Shares from the Company or any other member in accordance with these Articles; and

7.12.3 Model Article 37 shall be modified accordingly,

unless and until such Shares have been transferred in accordance with these Articles.

## **8 DRAG ALONG AND TAG ALONG**

### **Tag along**

8.1 If in one or a series of related transactions:

8.1.1 one or more Sellers propose to transfer any Shares to an arms' length purchaser (who is not an Existing Shareholder or an Investor) for value which would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest; or

- 8.1.2 the Founders alone or together with any connected person of the Founders propose to transfer 50% or more of the Shares held collectively by such transferors,
- then such Seller or Sellers or the Founders and connected persons shall (unless such transfer is a transfer to a Permitted Transferee) before making such transfer procure that the proposed transferee of such Shares makes a Tag Along Offer to all of the remaining shareholders.
- 8.2 The Tag Along Offer shall set out:
- 8.2.1 the identity of the purchaser of the Shares referred to in Article 8.1;
- 8.2.2 the purchase price ("**Tag Along Price**") including the calculation of any element not payable in cash and other terms and conditions of payment;
- 8.2.3 the proposed date of sale; and
- 8.2.4 the number of Shares proposed to be purchased.
- 8.3 The Tag Along Offer shall be given by written notice at least 30 Business Days before the proposed sale date.
- 8.4 Every shareholder, on receipt of a Tag Along Offer, shall be bound within 15 Business Days of the date of such offer (which date shall be specified therein) (the "**Offer Period**") either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). If a Tag Along Offer is not made the Seller or Sellers shall not be entitled to complete the proposed sale and the Board shall not register any transfer to effect the sale.
- 8.5 If the Tag Along Offer is accepted by any shareholder within the Offer Period, the completion of the proposed transfer shall be conditional upon the purchase of all the Shares held by such accepting shareholders.
- 8.6 In the event of disagreement as to the calculation of the Tag Along Price such shall be referred to the Auditors for determination applying the terms of Article 9.9 *mutatis mutandis*.

**Drag along**

- 8.7 If the holders of more than 50% of the Shares such percentage to include the Investor Majority (the "**Dragging Shareholders**") wish to transfer their Shares in the Company to a bona fide arms length purchaser (the "**Buyer**"), then the Dragging Shareholders can require all of the other shareholders (and any persons who would become shareholders upon exercise of any options or other rights to subscribe for Shares which exist at the date of the offer) (the "**Called Shareholders**") to sell and transfer all of their Shares in the Company to the Buyer (or as the Buyer directs) by giving notice to that effect (the "**Drag Along Notice**") to such Called Shareholders, such Drag Along Notice to be served not less than 15 Business Days prior to the proposed completion of the transfer of Shares to the Buyer.



- 8.8 The Drag Along Notice shall specify:
- 8.8.1 that the Called Shareholders are required to transfer all their Shares free from all liens, charges and encumbrances;
  - 8.8.2 the price (the “**Drag Along Price**”) including the calculation of any element not payable in cash at which such Shares of the Company are proposed to be transferred which shall be a price per Share equal to that offered by the Buyer to the Dragging Shareholders;
  - 8.8.3 the identity of the Buyer; and
  - 8.8.4 the proposed date of the transfer.
- 8.9 Once issued, a Drag Along Notice shall be irrevocable. A Drag Along Notice shall lapse if, for any reason, the Dragging Shareholders have not sold their Shares to the Buyer within 30 Business Days of serving the Drag Along Notice. The Dragging Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 8.10 The Called Shareholders shall be bound, on payment of the Drag Along Price (whether satisfied in cash or otherwise) to transfer their Shares in accordance with the Drag Along Notice at the time and place therein specified free from any lien, charge or encumbrance.
- 8.11 If the Called Shareholders (or any of them) shall make default in transferring their Shares pursuant to Article 8.10 the provisions of Article 7.10 (references therein to the Seller, Sale Shares, Allocation Notice and Member Applicant being read as references to the shareholder making such default, the Shares in respect of which such default is made, the Drag Along Notice and the Buyer respectively) shall apply to the transfer of such Shares.
- 8.12 In the event of disagreement as to the calculation of the Drag Along Price such shall be referred to the Auditors for determination applying the terms of Article 9.9 *mutatis mutandis*.

## 9 **COMPULSORY TRANSFERS**

- 9.1 A “**Transfer Event**” means:
- 9.1.1 where the shareholder is an individual, going into sequestration, entering into a trust deed for creditors or similar arrangement, or their death (with the exception that, if such holder is an Investor, the executor of the Investor’s estate may make the permitted transfers as set out in Article 6.2 only);
  - 9.1.2 where the shareholder is a body corporate, a receiver, manager or administrative receiver being appointed over all or any part of its undertaking or assets or entering into liquidation (other than a voluntary liquidation for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or administration (including any provisional or interim appointment of an administrator or liquidator);

- 9.1.3 a shareholder (not being an Investor) becoming a Leaver;
- 9.1.4 a shareholder attempting to deal with or dispose of any Share or any interest in it or purporting to make a transfer otherwise than in accordance with these Articles; or
- 9.1.5 a shareholder (not being an Investor) undergoing a Change of Control;

unless in any of the above events the Investor(s) give Investor Consent to such event not being treated as a Transfer Event. Where a shareholder has transferred all of their Shares to a Permitted Transferee pursuant to Article 6, references in this Article 9.1 to a "shareholder" shall be construed so as to also mean the party who transferred such Shares.

9.2 Upon the happening of any Transfer Event, the shareholder in question and/or any Permitted Transferee of such shareholder who has derived title to Shares from them shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by them (a **"Deemed Transfer Notice"**). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.

9.3 The Shares which are the subject of any Deemed Transfer Notice shall be offered for sale in accordance with Article 7 as if they were Sale Shares in respect of which a Transfer Notice had been given save that:

9.3.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date upon which the Investor Majority becomes aware that the relevant event is a Transfer Event and has notified the Company that the relevant event is a Transfer Event;

9.3.2 subject to Article 9.4, the sale price shall be a price per Sale Share agreed between the Seller (or their executors or representatives), the Board and the Investor Majority or, in default of agreement, within 14 Business Days after the date of the Transfer Event, the Fair Value;

9.3.3 the provisions of Article 7.1.4 and 7.6 shall not apply to a Deemed Transfer Notice; and

9.3.4 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event.

9.4 The sale price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event arising due to a shareholder being a Leaver shall:

9.4.1 if the shareholder is a Good Leaver be their Fair Value; and

9.4.2 if the shareholder is a Bad Leaver be the lower of their Fair Value and their Issue Price.

- 9.5 Article 9.4 shall not apply to the Investors (or any Permitted Transferee of the Investors) or to any Investor Director.
- 9.6 In the event that prior to the transfer of their Shares but after ceasing to be an employee or Director of the Company, a Good Leaver is in breach of their restrictive covenants or obligations of confidentiality contained in their employment contract and/or service agreement ("**Employment Breach**"), the shareholder shall automatically be deemed to be a Bad Leaver and accordingly the sale price for any of their Sale Shares shall be the lower of the Fair Value and their Issue Price.
- 9.7 If in respect of a former shareholder whose Shares were the subject of a Deemed Transfer Notice by virtue of them being a Good Leaver and who is found, after the transfer of Shares, to have committed an Employment Breach, such former shareholder shall be deemed instead to have been a Bad Leaver and accordingly the sale price for the Shares formerly held by such shareholder shall be retrospectively adjusted to the lower of the Fair Value and Issue Price in respect of their Sale Shares. In such circumstances, the former shareholder shall pay the Company on demand such sum as represents the difference between the amount paid to them in respect of their former Shares as a Good Leaver and the amount which would have been paid to them as a Bad Leaver. Where the Company has not been the transferee of the former shareholder's Shares, it shall act as agent for, and reimburse (upon receipt from the former shareholder) to, the transferee shareholder, the difference in the price paid by such transferee shareholder to the former shareholder in respect of the Sale Shares as appropriate.
- 9.8 In the event of a dispute as to whether a Leaver is a Good Leaver or a Bad Leaver, such dispute shall not affect the validity of a Deemed Transfer Notice but any person who acquires Sale Shares (the "**Purchaser**") pursuant to a Deemed Transfer Notice while such a dispute is ongoing shall pay to the Seller a sum equal to their Issue Price (or Fair Value, if lower) and, at the discretion of the Board, shall pay such amount representing the difference between the Fair Value of the Shares as determined pursuant to Article 9.9 and the Issue Price in respect of such Shares to the Company. The Company shall hold that amount in a separate bank deposit account as trustee to pay it, and all interest earned thereon, upon final determination of the dispute as to whether or not the relevant shareholder is a Good Leaver or a Bad Leaver as follows:-
- 9.8.1 to the Purchaser in the case of the relevant shareholder being a Bad Leaver; and
- 9.8.2 to the Seller in the case of the relevant shareholder being a Good Leaver.
- Subject always to the Seller and the Purchaser agreeing otherwise prior to the determination of whether the Leaver is a Good Leaver or a Bad Leaver being finalised.
- 9.9 Subject to Article 9.11, in the event that as a result of the buyback, redemption, conversion, cancellation, forfeiture of any shares or the disenfranchisement of voting rights of any part of the share capital of the Company (or any other event having similar effect), the rights attributable to Scottish Enterprise (and/or the Scottish Enterprise Group) pursuant to these Articles would otherwise operate in such a manner as to give Scottish Enterprise (and/or the

Scottish Enterprise Group) control of the exercise of 30% or more of the votes at a General Meeting of the Company (a “Trigger Event”), the voting rights of Scottish Enterprise (and / or any member of the Scottish Enterprise Group) applicable to their shareholding on any resolution proposed at a General Meeting shall be deemed to be restricted to 29.9% of the votes cast on any poll and the votes cast by any other holder of voting shares shall be deemed to be proportionately increased such that the aggregate voting rights of all other holders of voting shares for the purpose of any vote shall equal 70.01%.

- 9.10 The Company shall give notice to Scottish Enterprise immediately upon becoming aware of the occurrence or anticipated occurrence of any event which could reasonably be expected to constitute a Trigger Event.
- 9.11 The operation of Article 9.9 above may be cancelled or suspended at any time or times either prior to the occurrence of any Trigger Event or subsequent to such provisions taking effect by Scottish Enterprise (and/or the Scottish Enterprise Group) in its sole discretion providing written notice to the Company of its intention to cancel or suspend the operation of Article 9.9. Immediately upon receipt of such notice, the provisions of Article 9.9 shall be suspended or cancelled accordingly. Votes taken by the Company during the period of operation of any suspension or cancellation under Article 9.9 shall not be affected by any such subsequent suspension or cancellation.
- 9.12 Notice given by Scottish Enterprise (and/or the Scottish Enterprise Group) in terms of Article 9.11 shall be given by the Company to all shareholders whose rights to vote are affected by the operation of such Article.

## 10 FAIR VALUE

- 10.1 If the Auditors are required to determine the price at which Shares are to be transferred pursuant to these Articles, such price shall be the amount the Auditors shall, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation is required), give their written opinion as to the price which represents a fair value for such Shares as between a willing seller and a willing buyer as at the date the Transfer Notice or Deemed Transfer Notice is given. The Directors shall instruct the Auditors to produce a certificate stating such value (“Fair Value Certificate”) within 20 Business Days of being requested to do so.
- 10.2 In making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these Articles but account shall be taken of the effect of the relevant shareholder ceasing to be an employee, Director or consultant of the Company.
- 10.3 The Auditors shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and all shareholders (in the absence of fraud or manifest error).

10.4 In the event that the Auditors decline to accept an instruction to provide a valuation, then the price will be determined by a firm of independent chartered accountants, such accountants to be appointed by the Company with Investor Consent.

10.5 Pursuant to Article 7.5, the Auditors' costs in making any determination referred to them under this Article 9.9 shall (other than as specifically prescribed in these Articles) be borne by the party requesting the valuation unless the Auditors shall otherwise determine provided that if a Seller revokes a Transfer Notice in accordance with Article 7.6 such costs shall be borne by the Seller.

## 11 PURCHASE OF OWN SHARES

11.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

11.1.1 £15,000; and

11.1.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

## 12 GENERAL MEETINGS

12.1 No business shall be transacted at any general meeting unless a quorum of shareholders is present. No less than two shareholders and the Investor Majority present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting.

12.2 A notice convening a general meeting (other than an adjourned meeting) must be called by at least 14 days' notice but a general meeting can be called by shorter notice if it is so agreed by the shareholders in accordance with the Act. The notice must state the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting and shall be given in accordance with the Act.

12.3 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Act.

## 13 APPOINTMENT AND REMOVAL OF DIRECTORS, INVESTOR DIRECTORS AND OBSERVER

13.1 This Article 13 shall be deemed to modify Model Article 17.1.

13.2 SE shall be entitled at any time to appoint one person as a director of the Company (and in their absolute discretion as a director of any other member(s) of the Group and/or as members

of each and any committee of the Company or any other member of the Group) who shall be designated as an Investor Director and the SE Investor Director for the purposes of these Articles, and to remove any person so appointed and appoint another in their place. The appointment and removal of any SE Investor Director shall be made by notice in writing from SE to the Company.

- 13.3 The Gabriel Majority shall be entitled at any time to appoint one person as a director of the Company (and in their absolute discretion as a director of any other member(s) of the Group and/or as members of each and any committee of the Company or any other member of the Group) who shall be designated as an Investor Director and the Gabriel Investor Director for the purposes of these Articles, and to remove any person so appointed and appoint another in their place. The appointment and removal of any Gabriel Investor Director shall be made by notice in writing from the Gabriel Majority to the Company.
- 13.4 The University shall be entitled at any time to appoint one person as a director of the Company (and in their absolute discretion as a director of any other member(s) of the Group and/or as members of each and any committee of the Company or any other member of the Group) who shall be designated as an Investor Director and the University Investor Director for the purposes of these Articles, and to remove any person so appointed and appoint another in their place. The appointment and removal of any University Investor Director shall be made by notice in writing from the University to the Company.
- 13.5 Subject to Articles 13.6, 13.7 and 13.8 below, in the absence of any Investor Director holding office at the relevant time, any provision in these Articles requiring the prior consent, approval or agreement of the Investor Director(s) shall be deemed instead to refer to an Investor Majority.
- 13.6 In the absence of any Investor Director appointed by SE holding office at the relevant time, any provisions in these Articles requiring the prior consent, approval or agreement of the Investor Director(s) shall require the written consent of SE.
- 13.7 In the absence of any Investor Director appointed by the Gabriel Majority holding office at the relevant time, any provisions in these Articles requiring the prior consent, approval or agreement of the Investor Director(s) shall require the written consent of a Gabriel Majority.
- 13.8 In the absence of any Investor Director appointed by the University holding office at the relevant time, any provisions in these Articles requiring the prior consent, approval or agreement of the Investor Director(s) shall require the written consent of the University.
- 13.9 Notwithstanding any other terms of these Articles, any Investor Director (or their alternate director) shall be entitled at their discretion to disclose to their appointing Investor(s), (and with or to any of their professional advisers) such information concerning the Company as they may think fit.
- 13.10 An Investor Director shall not be required to hold any share qualification nor shall they be subject to retirement by rotation. The remuneration to be paid to such Investor Director (other

than the Investor Director appointed by SE) by the Company shall be as agreed between the Company and that Investor Director and, failing such agreement, such reasonable amount as the Investor Majority may specify. The remuneration to be paid to any Investor Director appointed by SE shall be such amount as is agreed between the Company and the Investor Director appointed by SE and failing such agreement, such reasonable remuneration as SE may specify.

13.11 SE, the University and the Gabriel Majority shall each be entitled to, at their own expense and in addition to any right to appoint any Investor Director, appoint a representative (who shall be entitled to report to the Investor(s) on the affairs of the Company and its subsidiaries) as an Observer who will monitor the Investment and may attend and speak at (but not vote at) meetings of the Board.

13.12 A Director may only be removed in accordance with the terms of the Relevant Agreement and this Article 13.

13.13 The office of any Director shall be vacated if:

13.13.1 they shall, for whatever reason, cease to be employed by the Company or any Group Company (provided that this Article 13.13.1 shall not apply to any Investor Director);

13.13.2 (other than in the case of any Investor Director) they shall on more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the remaining Directors resolve that their office be vacated;

13.13.3 other than in the case of any Investor Director the other Directors acting by majority for this purpose, determine that such Director shall be removed from the Board; or

13.13.4 in any of the circumstances listed in Model Article 18.

#### 14 **ALTERNATE DIRECTORS**

14.1 The appointment by any Investor Director of an alternate Director shall not be subject to approval by a resolution of the Board but the appointment of an alternate by any Director other than an Investor Director shall require such approval.

14.2 An alternate Director shall not be entitled to receive any remuneration from the Company, save that they may be paid by the Company such part (if any) of the remuneration otherwise payable to their appointor as such appointor may, by notice in writing to the Company from time to time, direct.

14.3 A Director, or alternate Director, may act as an alternate Director for and represent more than one Director, and an alternate Director shall be entitled at any meeting of the Board (or of any committee of the Board) to one vote for every Director whom they represent (in addition to

their own vote (if any) as a Director), but they shall count as only one for the purpose of determining whether a quorum is present at any such meeting.

## **15 PROCEEDINGS OF DIRECTORS**

15.1 Subject to Articles 15.2 and 15.3, the quorum for meetings of the Board shall be two Directors, which must include:

15.1.1 one Investor Director (if appointed) unless all Investor Directors are unable to attend a Board meeting and have confirmed in writing (which may be by email) that they are satisfied that the Board meeting in question is quorate without them being present; and

15.1.2 for so long as a Founder is a director of the Company, one Founder, unless at least one Founder has confirmed in writing (which may be by email) that he is satisfied that the Board meeting in question is quorate without a Founder being present.

Model Article 11.2 shall be modified accordingly.

15.2 In the absence of any person holding the office of Investor Director and/or neither of the Founders are directors, then, subject to Article 15.3, the quorum for meetings of the Board shall be two directors.

15.3 If the necessary quorum at a meeting of the Board 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 Chair determines. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the quorum at such adjourned meeting shall be at least one Investor Director, unless all Investor Directors have confirmed in writing (which may be by email) that they are satisfied that the Board meeting in question is quorate without them being present.

15.4 The Investor Majority shall be entitled from time to time to appoint the Chair of the Board (and any committee of the Board) and remove from office any such person so appointed and to appoint another Director in their place. Model Articles 12.1 to 12.3 shall be modified accordingly.

15.5 Model Articles 5.1 to 5.3 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.

## **16 CONFLICTS OF INTEREST**

16.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching their duty under section 175 of the Act to avoid conflicts of interest



which shall include, without limitation, conflicts of interest and duty and conflicts of duty (“Conflict”).

16.2 Any authorisation under this Article will be effective only if:

16.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

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

16.2.3 the matter was agreed to without the Director in question voting or would have been agreed to if their vote had not been counted.

16.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

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

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

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

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

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

16.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

16.4.2 use or apply any such information in performing their duties as a Director,

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

16.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:

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

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

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

16.6 Where the Directors authorise a Conflict:

16.6.1 the Director will be obliged to conduct themselves in accordance with any terms imposed by the Directors in relation to the Conflict; and

16.6.2 the Director will not, by virtue of the Conflict, infringe any duty they owe to the Company pursuant to sections 171 to 177 of the Act provided they act in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

16.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## 17 INSURANCE AND INDEMNITY

### 17.1 Insurance

Without prejudice to the provisions of Article 17.2, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was:

17.1.1 a Director, officer or employee of the Company or any Group Company; or

17.1.2 a trustee of any pension fund in which employees of the Company or any Group Company is or has been interested,

including, without limitation, insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

## **17.2 Indemnity**

- 17.2.1 Every Director or other officer or auditor of the Company or any Group Company shall be entitled, if determined by the Directors and to the extent so determined by the Directors, to be indemnified out of the assets of the Company to the fullest extent permitted by Sections 232, 233, 234 and 532 of the Act against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 661 or Section 1157 of the Act in which relief is granted to him by the court and such indemnity shall extend (if so determined) to former Directors, other officers and auditors of the Company or of any Group Company. Subject to Article 17.2.4 no Director, former director or other officer or former officer shall be liable for any loss, damage or misfortune which shall happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.
- 17.2.2 The Directors shall have power in accordance with Section 233 of the Act to purchase and maintain for any Director or former director or other officer or former officer of the Company or of any Group Company insurance against any such liability as is referred to in Section 232 of the Act.
- 17.2.3 The Company is authorised to enter into a loan arrangement with a Director, former director or other officer or former officer of the Company or of any Group Company, but only on terms that comply in full with Section 205 of the Act, to enable that Director, former director or other officer or former officer to meet any liability incurred in defending such proceedings or making such application for relief as that liability is incurred.
- 17.2.4 This Article 17 shall only have effect to the extent that its provisions are not avoided by Section 232, 233, 234 and 532 of the Act

## **18 NOTICES**

- 18.1 Any notice or other communication to be given under these Articles (“Notice”) shall be:
- 18.1.1 in writing and in English;
- 18.1.2 signed by or on behalf of the party giving it;
- 18.1.3 delivered by hand or sent by prepaid first class post, Royal Mail signed for delivery or special delivery, to the relevant address in this Article 18 or by air mail if posted to an address outside the UK; and
- 18.1.4 marked for the attention of the relevant party set out in the Relevant Agreement (or as otherwise notified from time to time under these Articles).

18.2 No Notice may be given by fax or by email other than as specifically set out in these Articles. For the avoidance of doubt no notice shall be given to SE by fax.

18.3 Any Notice given by hand delivery or post shall be deemed to have been duly given, unless proved otherwise:

18.3.1 if hand delivered (including by way of delivery by commercial courier or sheriff officer), when delivered;

18.3.2 if sent by prepaid first class post, signed for delivery or special delivery in the same country as the country of address at 09:00 on the second Business Day after the date of posting;

18.3.3 if given by air mail posted to an address outside the UK, on the fifth Business Day after posting,

provided that in each case where delivery by hand or post occurs after 17:30 on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 09:00 on the next following Business Day. References to time in this paragraph are to local time at the location of the addressee.

18.4 The Investors confirm that notices or other communications to be served upon them will be sent to them at the addresses marked for the attention of those persons detailed in the Relevant Agreement.

18.5 In proving service, it shall be sufficient to prove that personal delivery was made, or that such Notice was properly addressed, stamped and delivered into the custody of the postal authority as a signed for delivery or registered post.

18.6 Any communication to be sent or supplied by email as specifically set out in these Articles shall be made to the email address specified in the Relevant Agreement and such communications shall be deemed served on delivery (as evidenced by an email delivery receipt).

18.7 For the avoidance of doubt and notwithstanding any other provision of these Articles, where the approval of the Investor Majority or any one of the Investors or any of the Investor Directors is required by the Company, then, subject to the terms of any Relevant Agreement, such approval may be validly sent and requested by e-mail provided that, in the case of SE only, the request is additionally sent on the same day by hard copy to SE's address for the attention of the person(s) set out in the Relevant Agreement.

18.8 A party may notify any other party to these Articles of a change to its name, relevant addressee or address for the purposes of this Article 18, provided that such notice shall only be effective on the date specified in the notice as the date on which the change is to take place or if no date is specified or the date specified is less than five Business Days after the date on which notice

is deemed to be received in accordance with Article 18, the date falling five Business Days after notice of any change has been deemed to be received.