

Company number: 01196703

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**PRIVATE COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTION**

**of the sole member of**

**OXFORD ANALYTICA LIMITED (the "Company")**

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**CIRCULATION DATE: 16 May 2023**

We, being the sole eligible member of the Company entitled to receive notice of and to attend and vote at a general meeting of the Company as at the Circulation Date stated above, hereby **RESOLVE** and agree that the following resolutions below are passed as special resolutions ("**Resolutions**") of the Company, pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**") and the Resolutions shall be for all purposes valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

**1. SPECIAL RESOLUTION**

1.1 **THAT** pursuant to section 21 of the Companies Act 2006 the articles of association of the Company be amended by:

1.1.1 inserting a new Article 31 titled "**SHARES MORTGAGED OR CHARGED BY WAY OF SECURITY**";

1.1.2 inserting a new Article 31.1 as follows:

*"Notwithstanding anything contained in these Articles or otherwise, the Directors of the Company shall not decline to register any transfer of shares in the Company (whether or not it is a fully paid share) and shall not suspend any registration thereof, where that transfer is:*

- (a) to a Secured Party and/or a company or other entity to whom such shares are transferred at the direction of a Secured Party and/or a Receiver;*
- (b) delivered to the Company for registration by a Secured Party or a Receiver in order to perfect its security over the shares;*
- (c) executed by a Secured Party or a Receiver pursuant to the power of sale or otherwise under such security; and/or*
- (d) executed by a Receiver pursuant to any security document which creates any security interest over such shares,*

*and, furthermore, notwithstanding anything to the contrary contained in these Articles or otherwise:*

- (i) no transferor of any shares in the Company (or proposed transferor of those shares) to a Secured Party or a Receiver; and*
- (ii) no Secured Party or a Receiver,*

*shall be required to offer the shares which are or are to be the subject of any such transfer to the Members for the time being of the Company or any of them, and no such Member shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not, and any other restrictions on or conditions applicable to the transfer of shares contained in these Articles (including but not limited to Article 56) or otherwise shall not apply.*

*For the purposes of this Article 31.1:*

*“**Secured Party**” means a bank, financial institution, trust, fund or other entity or person in whose favour such share has been charged by way of security (including by way of mortgage or charge) (whether as lender, agent, trustee or otherwise), which includes security over such shares granted to any affiliate of any such person, an agent or trustee acting for any such person or such affiliate or a nominee of any of the foregoing.*

*“**Receiver**” means any administrator, administrative receiver, receiver or receiver and manager or similar entity appointed by a Secured Party.*

*References to “**person**” are to be construed to include references to an individual, corporation, firm, company, partnership, joint venture, unincorporated body of persons, state or any agency of a state, or any undertaking (within the meaning of section 1161(1) of the Companies Act 2006) or other association whether or not a separate legal entity and include that person’s assignees or transferees or successors in title, whether direct or indirect.”*

1.1.3 inserting a new Article 31.2 as follows:

*“Any present or future lien on shares howsoever arising which the Company has shall not apply in respect of any shares which have been mortgaged or charged by way of security to, or otherwise secured in favour of a Secured Party, or which are transferred in accordance with the provisions of these Articles.*

1.1.4 inserting a new Article 31.3 as follows:

*“Notwithstanding anything to the contrary contained in these Articles, the Company shall have no lien on any share that has been mortgaged or charged by way of security to a Secured Party or Receiver.”*

1.1.5 amending Article 25.2 as follows:

*“Every certificate must specify:*

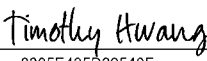
- (a) in respect of how many shares, of what class, it is issued;*
- (b) the nominal value of those shares; and*
- (c) any distinguishing numbers assigned to them.”*

1.2 **THAT** the existing articles of association shall be renumbered accordingly.

## AGREEMENT

We, being the sole eligible member of the Company (as defined in section 289 of the Companies Act 2006) in respect of this written resolution, agree that the Resolution be so passed.

Signed by:

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Signed for and on behalf of **THE OXFORD ANALYTICA INTERNATIONAL GROUP, LLC**

Date: 16 May 2023

**IMPORTANT:**

To signify your agreement to the Resolution, you must:

- sign this document where indicated above;
- return the signed document to the Company using one of the following methods:
  - deliver it by hand or send it by post to Attn. Kassia Lewis-DeBoos, Paul Hastings (Europe) LLP, 100 Bishopsgate, London EC2N 4AG; or
  - attach a scanned copy of the signed document to an email, enter “Written Shareholder Resolution” in the subject line and send it to Kassia Lewis-DeBoos at [kassialewis-deboos@paulhastings.com](mailto:kassialewis-deboos@paulhastings.com); and
- ensure that the signed document is received by the Company within the period of 28 days from and including the circulation date indicated above. If the Resolution is not passed by the end of this period, it will lapse.

If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.

Note: Once given, your agreement may not be revoked.