

Company Number 02659194

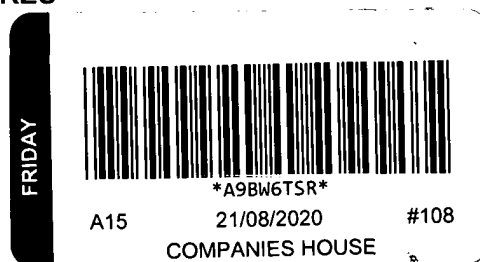
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PROLIGHT DESIGN LIMITED

(the "Company")



(adopted by special resolution of the Company passed on 19 August 2020)

Part 1

Interpretation and Liability

1. Definitions & Interpretation

1.1 In these Articles, the following words have the following meanings:

"Act" means the Companies Act 2006;

"Articles" means the Company's articles of association for the time being in force;

"Bad Leaver" means a Departing Employee Shareholder, where that cessation occurs in circumstances where the Employee Shareholder is not a Good Leaver;

"Board" means the board of directors of the Company;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are open for business;

"Conflict" means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

"Departing Employee Shareholder" means an Employee Shareholder who ceases to be a director or employee of the Company (other than by reason of death);

"Eligible Director" means a director who would be entitled to vote on the matter at a meeting of directors;

"Employee Shareholder" means a Shareholder, excluding a Founder Shareholder, who is, or has been, an employee of the Company or a company in the same group of companies as the Company (together, the **"Group"**);

“Fair Value” means, in relation to shares, as determined in accordance with Article 15;

“Founder Shareholder” means any individual holding shares in the Company upon 19th August 2020, being the date on which these Articles were first adopted;

“Good Leaver” means an Employee Shareholder who becomes a Departing Employee Shareholder by reason of: (a) permanent disability or permanent incapacity through ill-health; (b) resignation or retirement with the consent of the Company (or other member of the Group); (c) ceasing to be employed by the Group as a result of relevant company ceasing to be a member of the Group; or (d) dismissal by the Company (or other member of the Group) which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive and/or unfair (other than purely procedurally unfair);

“Interested Director” shall have the meaning ascribed to it in Article 8.1;

“Model Articles” means the model articles for private 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 and reference to a numbered “Model Article” is a reference to that article of the Model Articles;

“Shareholder” means a member of the Company holding shares;

“Termination Date” means:

- (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires;
- (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served; and
- (c) in any other case, the date on which the employment is terminated; and

“Valuers” means an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of such accountants within 10 Business Days of the expiry of the 10 Business Day period referred to in Article 12.3, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator).

- 1.2 A reference in these Articles to an **“Article”** is a reference to the relevant article of these Articles unless expressly provided otherwise.

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 6(2), 8, 9(1), 11 to 14 (inclusive), 16, 17, 26(5), 38, 39, 44(2) and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of his death" after the words "subject to the articles".
- 2.4 Model Article 28(2) shall be amended by the deletion of the word "If" and the insertion of the words "Subject to the articles and to any other agreement to which the holder was party at the time of his death, if" in its place.
- 2.5 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Part 2

Directors

3. Directors' meetings

- 3.1 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.
- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3 All decisions made at any meeting of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it.
- 3.4 Each director has one vote at a meeting of directors.

4. Unanimous decisions of directors

- 4.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision 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.
- 4.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter.

5. Calling a directors' meeting

5.1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as may be agreed between them) to each director or by authorising the Company secretary (if any) to give such notice.

5.2 Notice of any directors' meeting must be accompanied by:

- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
- (b) copies of any papers to be discussed at the meeting.

A shorter period of notice of a Board meeting may be given if the Board so agrees in writing and shall be deemed to have been duly given in respect of any Board meeting attended by all directors or, where applicable, their alternates.

5.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors present at the meeting agree.

6. Quorum for directors' meetings

6.1 The quorum at any meeting of the directors (including adjourned meetings) shall be two Eligible Directors.

6.2 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.

6.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a director's conflict, 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.

6.4 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for five Business Days at the same time and place.

7. Transactions or other arrangements with the company

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

- (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 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 (as defined in section 252 of the Act)) 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' Conflict of Interests**

- 8.1 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 (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) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other 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 and any other 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) 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 is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

Part 3

Shares

9. Share Capital

- 9.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the Shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.

- 9.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company. Any equity securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

10. Variation of Class Rights

- 10.1 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply.

- 10.2 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:

- (a) any alteration in the Articles;
- (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
- (c) any resolution to put the Company into liquidation.

- 10.3 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the Act.

11. Share Transfers

- 11.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

- 11.2 No Shareholder shall transfer any share except:

- (a) with the prior written consent of the other Shareholders;
- (b) a Shareholder may transfer all (but not some only) of his shares in the Company for cash in accordance with the procedure set out in Article 12; or
- (c) in accordance with Articles 13 or 16.

- 11.3 For the avoidance of doubt no Founder Shareholder may transfer any share in the Company without the prior written consent of the other Founder Shareholder (such consent not be unreasonably withheld, delayed or conditioned).

- 11.4 The Board must register any duly stamped or certified exempt transfer made in accordance with these Articles and shall not have any discretion to register

any transfer of shares which has been made in compliance with these Articles.

- 11.5 To enable the Board to determine whether or not there has been a transfer of shares in the Company in breach of these Articles, the directors may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a Shareholder fails to provide information or evidence in respect of any shares registered in his name to the reasonable satisfaction of such directors within 10 Business Days of their request or, as a result of the information and evidence provided, the Board is reasonably satisfied that a breach has occurred, then the Board may serve a notice on the Shareholder stating that the Shareholder shall not in relation to those shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the Shareholders or to receive dividends on the shares. The Board may reinstate these rights at any time.
- 11.6 Any transfer of shares by way of a sale shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.
- 11.7 Any Transfer Notice served in respect of the transfer of any shares which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of the Deemed Transfer Notice.

12. **Pre-Emption Rights**

- 12.1 An Employee Shareholder (the "**Seller**") wishing to transfer shares in the capital of the Company (the "**Sale Shares**") shall give notice in writing (a "**Transfer Notice**") to the other Shareholders and the Company (excluding any Shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice under Article 13.2) (the "**Continuing Shareholders**") specifying:
- (a) the details of the proposed transfer;
 - (b) the identity of the proposed buyer(s);
 - (c) the proposed price for each Sale Share (the "**Proposed Sale Price**"); and
 - (d) each Continuing Shareholder's proportionate entitlement to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of shares held by him bears to the total number of shares held by the Continuing Shareholders (in respect of each Continuing Shareholder, his "**Entitlement**").
- 12.2 A Transfer Notice shall only be effective if it relates to all of the Seller's shareholding and not part only.
- 12.3 The Continuing Shareholders (or any of them) may, by giving notice in writing (a "**Price Notice**") to the Seller at any time within 10 Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the Shareholders shall endeavour to agree a price for the Sale Shares. If the Shareholders have not

agreed such a price within 10 Business Days of the Seller's receipt of a Price Notice, they (or any of them) shall immediately instruct the Valuers to determine the Fair Value of the Sale Share in accordance with Article 15.

- 12.4 If, following delivery to him of the Valuers' written notice in accordance with Article 15, the Seller does not agree with Valuers' assessment of the Fair Value of the Sale Shares, he shall be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholders within five Business Days of delivery to him of the Valuers' written notice. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with these Articles.
- 12.5 Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice or, if later, within 20 Business Days of receipt of the Valuers' determination of the Fair Value (and provided the Seller has not withdrawn the Transfer Notice in accordance with Article 12.4), the Board shall determine if the Company shall purchase Sale Shares at the Sale Price. If: (a) the Board determines that it is in the Company's best interests so to do; and (b) the Company is permitted so to do in accordance with the Companies Act 2006, the Company shall purchase some or all of the Sale Shares as soon as possible. If the Company purchases some but not all of the Sale Shares, each Continuing Shareholder's Entitlement shall be reduced proportionately to reflect the fewer Sale Shares left available for purchase by them.
- 12.6 If the Board does not resolve that the Company should buy all of the Sale Shares, then within 20 Business Days of the expiry of the period set out in Article 12.5 or resolution of the Board not to buy shares (whichever is the earlier), a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing (an "**Acceptance**") to the Seller stating that he wishes to purchase his Entitlement (adjusted, if necessary, pursuant to Article 12.5) to the Sale Shares at the Sale Price.
- 12.7 No Continuing Shareholder shall be entitled to purchase less than his Entitlement to Sale Shares.
- 12.8 If a Continuing Shareholder gives an Acceptance, completion of the sale and purchase of the Sale Shares comprised within his Entitlement (a "**Share Transfer Completion**") shall take place in accordance with Article 14.
- 12.9 If, at the expiry of the period specified in Article 12.5, an Acceptance has not been received from a Continuing Shareholder, the Seller shall be entitled to transfer the Sale Shares to which such Continuing Shareholder's Entitlement relates to the third party buyer identified in the Transfer Notice at a price per Sale Share not less than the Sale Price, whereupon the Transfer Notice shall be deemed to have lapsed and be of no further effect.
13. **Compulsory Transfer**
 - 13.1 An Employee Shareholder is deemed to have served a Transfer Notice under Article 12.1 (a "**Deemed Transfer Notice**") in respect of all of his shares immediately before any of the following events of default:
 - (a) his death;

- (b) a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or
- (c) the Employee Shareholder becoming a Departing Employee Shareholder (a "**Compulsory Employee Transfer**") (unless the directors otherwise direct in writing within 10 Business Days of the relevant Termination Date that a Transfer Notice shall not be deemed to have been served). For the purpose of this article 13.1(c), the Transfer Notice is deemed to have been served on the relevant Termination Date.

13.2 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

- (a) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the shares and, subject to article 13.2(b), the Sale Price shall be the Fair Value of those shares, determined by the Valuers in accordance with Article 15;
- (b) the Transfer Price in respect of a Compulsory Employee Transfer shall, where the Departing Employee Shareholder is:
 - (i) a Bad Leaver, be restricted to a maximum of the lower of the aggregate subscription price paid in respect of the Sale Shares, including any share premium, and the aggregate Fair Value of such Sale Shares; and
 - (ii) a Good Leaver, be the greater of the aggregate subscription price paid in respect of the Sale Shares, including any share premium, and the aggregate Fair Value of such Sale Shares;
- (c) the Seller does not have a right to withdraw the Transfer Notice following a valuation; and
- (d) if the Continuing Shareholders and/or the Company do not accept the offer of shares comprised in the Deemed Transfer Notice in full, the Seller does not have the right to sell the shares to a third party and the Company shall, upon receipt by it of notice from the Founder Shareholders to this effect, be wound up forthwith.

14. **Completion of Share Transfer**

14.1 This Article applies only to transfers between the Employee Shareholders pursuant to Articles 12 and 13 (unless otherwise provided in such articles).

14.2 At such completion:

- (a) the Seller shall deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing Shareholders or the Company may

reasonably require to show good title to the shares, or to enable him to be registered as the holder of the shares; and

- (b) subject to Article 14.3, each relevant Continuing Shareholder shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Continuing Shareholder and the Seller).

14.3 Unless the Seller and the Continuing Shareholders agree otherwise:

- (a) the Continuing Shareholders shall pay to the Seller (or his personal representatives or trustee in bankruptcy) the Sale Price for the Sale Shares; and
- (b) the Company shall repay to the Seller (or his personal representatives or trustee in bankruptcy) any principal sum (together with any accrued but unpaid interest) standing to the credit of the Seller's loan account with the Company,

in four equal instalments, the first instalment being paid on the date of completion of the transfer of the Sale Shares and the subsequent three instalments being paid on the first Business Day every six months after that until the full sum due to the Seller has been paid.

14.4 If any Continuing Shareholder fails to pay the Sale Price (or any instalment thereof) payable by him on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Sale Price shall accrue interest at a rate equal to three per cent. per annum above the base rate of Barclays Bank Plc from time to time.

14.5 Each of the Continuing Shareholders shall procure (insofar as is lawfully possible in the exercise of his rights and powers as a Shareholder of the Company) the registration (subject to due stamping by the Continuing Shareholders) of the transfers of the Sale Shares under this Article 14 and each of them consents to such transfers and registrations.

14.6 If a Seller fails to complete the transfer of shares as required under this Article, the chairman of the Company (or, failing him, one of the other directors, or some other person nominated by the transferee) may, as agent on behalf of the Seller:

- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant shares to the transferee; and
- (b) receive the purchase price and give a good discharge for it.

15. Fair Value

15.1 The "Fair Value" for any Sale Shares shall be the price per share determined in writing by the Valuers on the following bases and assumptions:

- (a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company, taking into account any premium or discount attributable to the percentage of the issued share

capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;

- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;
- (d) the shares are sold free of all encumbrances; and
- (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value.

15.2 In determining the Fair Value in respect of a transfer arising pursuant to Article 13, the Valuers shall be entitled to take into account any detriment to the value of the Sale Shares that they consider to have arisen from the acts or omissions of the Seller.

16. **Drag Along**

16.1 If the Founder Shareholders both wish to transfer all (but not some only) of their respective shares to a bona fide third party purchaser on arm's length terms (the "**Proposed Buyer**"), the Founder Shareholders may require all other Shareholders to sell and transfer their shares (the "**Called Shares**" and "**Called Shareholders**" shall be construed accordingly) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (the "**Drag Along Option**").

16.2 The Founder Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholder(s) (the "**Drag Along Notice**") at any time before the transfer of the Founder Shareholders' shares to the Proposed Buyer. The Drag Along Notice shall specify:

- (a) that the relevant Called Shareholder(s) is required to transfer all of his Called Shares pursuant to this Article 16;
- (b) the person to whom the Called Shares are to be transferred;
- (c) the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Founder Shareholders' shares; and
- (d) the proposed date of the transfer.

16.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Founder Shareholders have not sold their respective shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Seller may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

16.4 No Drag Along Notice shall require the Called Shareholder(s) to agree to any terms except those specifically set out in this Article 16.

- 16.5 Completion of the sale of the Called Shares shall take place on the Completion Date. "**Completion Date**" means the date proposed for completion of the sale of the Founder Shareholders' shares unless:
- (a) the Founder Shareholder(s) and the Called Shareholder(s) agree otherwise in which case the Completion Date shall be the date agreed in writing by them; or
 - (b) that date is less than 15 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the twentieth Business Day after service of the Drag Along Notice.
- 16.6 Neither the proposed sale of the Founder Shareholders' shares to the Proposed Buyer nor the sale of the Called Shares by the Called Shareholder(s) shall be subject to the rights of pre-emption set out in Article 12.
- 16.7 On or before the Completion Date, the Called Shareholder(s) shall execute and deliver a stock transfer form(s) for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholder(s), on behalf of the Proposed Buyer, the amounts due pursuant to Article 16.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholder(s) in trust for the Called Shareholder(s) without any obligation to pay interest.
- 16.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholder(s) shall be entitled to the return of the stock transfer form(s) and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholder(s) shall have no further rights or obligations under this Article 16 in respect of their shares.
- 16.9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with Article 16.7) transfer(s) in respect of all of the Called Shares held by him, that Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Founder Shareholder(s) to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 16.9.

Part 4

Decision-making by Shareholders

17. Quorum for general meetings

- 17.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be both Founder Shareholders present in person or by proxy.
- 17.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

18. Chairing general meetings

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the chairman shall be entitled to appoint his proxy present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

19. Voting

At a general meeting, on a show of hands every Shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a Shareholder entitled to vote. On a poll or a vote on a written resolution, every Shareholder, whether present in person or by proxy, shall have one vote for each share of which he is the holder.

20. Poll votes

- 20.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 20.2 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 article.

21. Proxies

- 21.1 Model Article 45(1)(d) shall be deleted and replaced 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 general meeting (or adjourned meeting) to which they relate".
- 21.2 Model Article 45(1) shall be amended by 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 article.

Part 5

Administrative Arrangements

22. Means of communication to be used

22.1 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 United Kingdom 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 or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (e) 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
- (f) if deemed receipt under the previous paragraphs of this Article 22.1 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 am 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.

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

- (a) if delivered by hand, 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, 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.

23. Indemnity and insurance

23.1 Subject to Article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company 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 to them, including (in each case) any liability incurred by him in defending any civil or

criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- (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 23.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

23.3 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.

23.4 In this article:

- (a) a "relevant officer" means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b) 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 any pension fund of the Company.