

Company number  
2958406



THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

**NEW**

## **ARTICLES OF ASSOCIATION**

**OF**

### **BARCLAYS XANSA PARTNERSHIP LIMITED**

*(adopted by written resolution*

*passed on 28th January, 2002)*

*(amended by Special Resolutions passed on 9 February 2005 and 31 May 2006)*

#### **PRELIMINARY**

1. Except as otherwise provided in these articles, the regulations contained in Table A shall apply to the Company. For the purposes of these articles, Table A means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and The Companies Act (Electronic Communications) Order 2000.

2. (1) In these articles, unless the contrary intention appears:

"Act" means the Companies Act 1985;

"Affiliate" means in relation to any person, any Subsidiary or Ultimate Holding Company of that person and any other Subsidiary of that Ultimate Holding Company provided always that neither the Company nor any of its Subsidiaries shall be regarded as being an Affiliate of any Shareholder for the purposes of these articles;

"A Directors" means the director(s) of the Company appointed by the holders of the majority of the A Shares from time to time and unless otherwise stated includes the duly appointed alternate of such director and "A Director" means any of them;

"A Shares" means A ordinary shares of £1 each in the capital of the Company and  
"A Shareholder" means a holder of any of those shares;

"Auditors" means the auditors for the time being of the Company;

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

**"B Directors"** means the director(s) of the Company appointed by the holders of the majority of the B Shares from time to time, and unless otherwise stated includes the duly appointed alternate of such director and **"B Director"** means any of them;

**"B Shares"** means B ordinary shares of £1 each in the capital of the Company and **"B Shareholder"** means a holder of any of those shares;

**"Business Day"** means a day (other than a Saturday or a Sunday) on which banks in London are normally open for general business;

**"Company"** means Barshelfco (No. 73) Limited;

**"Directors"** means the A Directors, the B Directors and the Executive Director and **"Director"** means any of them;

**"Executive Director"** means the executive director of the Company from time to time appointed in accordance with article 26;

**"Financial Year"** means a financial year of the Company ending on 30 April or any other financial year of the Company from time to time.;

**"Group"** means in relation to any Shareholder, it and its Affiliates;

**"Holding Company"** has the meaning given in article 2(3);

**"Initial Period"** means the period during which the business of the Company is solely the provision of services to Barclays Bank PLC and its Affiliates;

**"Preferred Dividend"** has the meaning given in article 5(1);

**"Shareholders"** means the A Shareholders and the B Shareholders;

**"Shares"** means the A Shares and the B Shares;

**"Statutes"** means the Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act;

**"Subsidiary"** has the meaning given in article 2(3);

**"Ultimate Holding Company"** means a Holding Company which is not also a Subsidiary;

words importing the singular number include the plural number and vice versa, words importing one gender include all genders, words importing persons include bodies corporate and unincorporated associations;

references to the transfer of a Share include the transfer or other disposal of any beneficial interest in that Share; and

references to an employee include a consultant and a director and references to a contract of, or to the commencement or cessation of, employment include a contract for, or the commencement or cessation of, such a consultancy or directorship.

- (2) Headings to these articles are inserted for convenience only and shall not affect construction.
- (3) (a) A company is a "Subsidiary" of another company, its "Holding Company" if that other company:
  - (i) holds a majority of the voting rights in it, or
  - (ii) is a member of it and has the right to appoint or remove a majority of its board of directors, or
  - (iii) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it,or if it is a Subsidiary of a company which itself is a Subsidiary of that other company.
- (b) In this article 2(3) "company" includes any body corporate.

#### SHARE CAPITAL

3. (1) The authorised share capital of the Company at the date of adoption of these articles is £100 divided into 49 A Shares and 51 B Shares.

#### SHARE RIGHTS

4. The A Shares and the B Shares shall be separate classes of shares and shall carry the rights and be subject to the restrictions set out in these articles but shall rank *pari passu* in all other respects.
  5. The income rights attached to the Shares are as follows:
    - (1) Each A Share shall have attached to it, the right to receive a preferred dividend (the "**Preferred Dividend**"). The Preferred Dividend shall, to the extent permitted by law, be payable half-yearly in arrears for all profits accumulated during the relevant Financial Year.
    - (2) To the extent that the Company is restricted from paying a dividend under subarticle (1), but a Subsidiary of the Company has available distributable reserves, the Company shall take all reasonable steps to maximise profits available for distribution by the Company including, without limitation, procuring the payment of such dividends by a Subsidiary to enable the Company to pay the dividend referred to in subarticle (1).
    - (3) In deciding whether in respect of any Financial Year the Company has profits available for distribution, the Auditors shall be asked to report whether such profits are available and, if so, the amount of such profits. In giving such report, the
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Auditors shall act as experts and not as arbitrators and their determination shall (in the absence of manifest error) be final and binding on the parties.

- (4) The costs of the Auditors incurred under subarticle (3) shall be borne by the Company.

#### VARIATION OF RIGHTS

6. (1) All or any of the rights for the time being attached to any class of shares in issue may from time to time (whether or not the Company is being wound up) be varied with the consent in writing of the holders of the three-fourths in nominal value of the issued shares of that class.
- (2) Unless otherwise expressly provided by the terms of their issue, the rights attached to any class of shares shall not be deemed to be varied or abrogated by the creation or issue of further shares ranking *pari passu* with them.

#### TRANSFER OF SHARES

7. (1) Any transfer or other disposal of any Shares or any interest in Shares permitted or required under this article shall only be made to a body corporate.
  - (2) Except as expressly permitted by subarticles (11) and (12) or unless the Shareholders otherwise agree in writing, no A Shareholder shall transfer or otherwise dispose of or encumber any of its A Shares or any interest in its A Shares for a period of five years from the date of this agreement.
  - (3) Except as provided below or except as otherwise agreed in writing by the Shareholders, no member shall be entitled to dispose of any interest in any of its Shares without first offering them for transfer to the other Shareholder. The offer shall be in respect of all and not part only of the Shares held by the proposing transferor (the "**Transferor**") and shall be made by the Transferor giving notice to the other Shareholder (the "**Transferee**") in accordance with subarticle (4) (a "**Transfer Notice**").
  - (4) The Transfer Notice shall specify the Shares offered (the "**Offered Shares**") and the price at which they are offered (the "**Specified Price**"). The Transfer Notice shall contain a provision that, unless all the Offered Shares are sold under this subarticle, none shall be sold. The Transfer Notice may not be revoked. The Transfer Notice shall invite the Transferee to notify the Transferor whilst the offer remains open whether it is willing to purchase the Offered Shares. A copy of the Transfer Notice shall be served on the Company.
  - (5) The offer shall remain open for a period of 30 Business Days from the date of the Transfer Notice.
  - (6) On the expiry of the offer period referred to in subarticle (5), if the Transferee has notified the Transferor that it wishes to purchase the Offered Shares, the Transferee shall be bound to pay the purchase price for, and to accept a transfer of, the Offered
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Shares and the Transferor shall be bound, on payment of the purchase price, to transfer such Offered Shares to the Transferee.

- (7) If after becoming bound to transfer the Offered Shares the Transferor fails to do so, the Auditors may receive the purchase price and may appoint a person to execute an instrument of transfer of those Offered Shares in favour of the Transferee and shall cause the name of the Transferee to be entered in the register of members of the Company as the holder of those Offered Shares and the Auditors shall hold the purchase price in trust for the Transferor. The receipt of the Auditors shall be a good discharge to the Transferee and, after his name has been entered in the register of members of the Company under this provision, the validity of the proceedings shall not be questioned by any person.
- (8) If, within a period of five Business Days after the expiry of the offer period referred to in subarticle (5), the Offered Shares are not purchased by the Transferee under subarticle (6), the Transferor may at any time within a period of 90 Business Days after the expiry of that further five Business Day period transfer the Offered Shares to any person (the "**Third Party**") and at any price which is not less than the Specified Price provided that:
  - (a) prior to such transfer, if the Transferor is an A Shareholder, the Offered Shares have been re-offered to the Transferee by the Transferor on the same terms on which the Transferor proposes to transfer the Offered Shares to the Third Party by serving a second Transfer Notice (the "**Second Transfer Notice**") on the Transferee and the Transferee has not notified the Transferor within 30 Business Days of the date of the Second Transfer Notice that it wishes to purchase the Offered Shares;
  - (b) the Directors may require to be satisfied that the Offered Shares are to be transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the purchaser and, if not so satisfied, refuse to register the instrument of transfer;
  - (c) if the Transferor is an A Shareholder, the Third Party enters into an undertaking to observe and perform the provisions and obligations of any agreement under which the A Shareholder provides services to the B Shareholder; and
  - (d) if the Transferor is an A Shareholder, the Transferor gives to the Transferee a notice specifying the identity of the proposed Third Party and the Transferee has not reasonably objected in writing to the identity of that Third Party transferee within 10 Business Days of the date of delivery of such notice. For the avoidance of doubt, the parties hereby acknowledge and agree that in, but not limited to, the following circumstances, it shall be reasonable for the Transferee to object to the identity of a third party transferee who:
    - (i) is an entity, a material part of the business of which is the provision of financial services including, without limitation, any of the following: general banking; financial investment; money transmission; deposit taking; the making of loans; foreign exchange transactions; financing; insurance services; private equity investment; and asset management. A business which comprises 10 per cent. or

more of the turnover or profits before tax of the relevant entity shall be considered material for the purposes of this subarticle. For the avoidance of doubt, any turnover and profit before tax of the entity in respect of the provision of Business Process Management services for their third party customers is excluded for the purposes of calculating turnover or profits before tax in relation to materiality. For the purposes of this subarticle, "**Business Process Management**" means the outsourcing of an entire business function, process or group of processes to a third party, which then owns, administers and manages the selected processes based upon defined performance metrics;

- (ii) is one of the top 20 card acquirers or card processors of credit and debit cards and their holding companies in the United Kingdom and Europe as a whole;

For the purposes of this subarticle, "**card processors**" are defined as all issuers (defined entities issued with a BIN number by an internationally recognised credit card organisation e.g. Visa/Mastercard) of credit and debit cards and their holding companies in the United Kingdom and Europe and "**card acquirers**" are defined as all intermediaries between a merchant and the card issuer which will authorise a customer's card transactions and ensure that the merchant is paid and that any card transactions are passed via card schemes to the customer's card issuer;

- (iii) has been the subject of criminal, civil or regulatory proceedings or investigations;
- (iv) originates from a territory which is subject to political or economic or regulatory sanctions; or
- (v) in the Transferee's opinion may have adverse reputational implications for the Transferee; or
- (vi) has provided the Transferee with poor services in the past.

If the Transferee notifies the Transferor that it wishes to purchase the Offered Shares on the terms of the Second Transfer Notice then the Transferee shall be bound to pay the purchase price specified in the Second Transfer Notice for, and accept a transfer of, the Offered Shares and the Transferor shall be bound, on payment of the purchase price, to transfer such Offered Shares to the Transferee. The provisions of subarticle (7) shall apply to such transfer.

- (9) If a Shareholder at any time attempts to deal with or dispose of any interest in a Share otherwise than in accordance with these articles, it shall, except in circumstances where the attempt would constitute a breach of subarticle 7(2), be deemed immediately before the attempt to have served the other Shareholder with a Transfer Notice in respect of the Share. The Transfer Notice shall be deemed to have been received by the other Shareholder on the date on which the other Shareholder receives actual notice of the attempt. The Specified Price shall be as ascertained under subarticle (14) as at the date on which the Transfer Notice is deemed to have

been received by the other Shareholder and by reference to the information available at that date.

- (10) The restrictions on transfer contained in this article shall apply to all transfers operating by law or otherwise.
  - (11) All the Shares held by either an A or a B Shareholder may be transferred to another member of its Group provided that neither an A nor a B Shareholder may transfer only part of the Shares it holds.
  - (12) If a corporate member holding shares transferred to it under subarticle (11) is about to cease to be a member of the same Group as the corporate member who originally held those Shares, the corporate member then holding those Shares shall without delay and prior to it so ceasing to be a member notify the Company and the other Shareholder that such event will occur and shall transfer those Shares to a member of the same Group as that corporate member and, if the corporate member fails to transfer those Shares prior to such cessation, it shall be dealt with in accordance with article 8.
  - (13) If a Transfer Notice is deemed to have been served under subarticle (12) or under article 8, the provisions of subarticles (1) to (10) shall apply to the Shares. The Transfer Notice shall be deemed to have been received by the other Shareholder on the date on which the other Shareholder receives actual notice of the relevant event. The Specified Price shall be ascertained under subarticle (14) as at the date on which the Transfer Notice is deemed to have been received by the other Shareholder and by reference to the information available at that date.
  - (14) (a) For the purposes of subarticle 7(9) and 7(13) the "**Specified Price**" means:
    - (i) during the Initial Period, the value of the shares in question as agreed by the Shareholders based on the net asset value of the Company at the relevant time after deducting any amount that the A Shareholders are entitled to by way of profit share and any advanced payments received by the Company; and
    - (ii) after the Initial Period, the fair market value of the shares in question as determined by the Shareholders assuming a sale between a willing seller and a willing purchaser (taking no account of whether the Shares do or do not carry control of the Company) and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so.
  - (b) If the Shareholders have not agreed on a Specified Price within 30 Business Days after receipt or deemed service of the Transfer Notice, the Shareholders will jointly appoint an independent investment banker in accordance with subarticle (19).
  - (15) In stating the Specified Price pursuant to subarticle (14) the investment banker (whose charges shall be borne by the Company) shall act as expert and not as arbitrator and his decision shall be final and binding on the parties.
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- (16) The Directors shall register any transfer made in accordance with the provisions of this agreement.
- (17)
  - (a) The Directors may refuse to register a transfer of a partly paid Share or of any Share on which the Company has a lien.
  - (b) The Directors may refuse to register a transfer of a Share in breach of subarticle 7(2) provided that any Director who is appointed by the Transferor shall not be entitled to attend or vote at a meeting of the Board or a committee of the Board to decide on such matter and shall not count towards the quorum at such meeting. Notwithstanding articles 18, 19 and 22, the quorum at such meeting shall be two Directors who have been appointed by any Shareholder other than the Transferor and for the purposes of this subarticle, article 12(1)(b) and article 22 shall not apply.
- (18) A person executing an instrument of transfer of a Share is deemed to remain the holder of the Share until the name of the transferee is entered in the register of members of the Company in respect of it.
- (19) Where these articles refer to the appointment of an investment banker, the Shareholders shall by agreement in writing appoint a qualified investment banking firm of international reputation and standing or, if the Shareholders are unable to agree on the identity of the investment banker within 10 Business Days of the appropriate notice being given, or if the person appointed is unable or unwilling to act, an appropriate investment banker shall be appointed by London Investment Banking Association on the application of any Shareholder. The investment banker shall determine the Fair Price within 15 Business Days of his appointment.
- (20) The first sentence of Regulation 24 of Table A shall not apply.

#### DEFAULT

- 8.
  - (1) If any of the matters in subarticles (2)(a) to (2)(g) occur in relation to any Shareholder, or if the matters in subarticles (2)(b) to (2)(g) occur in relation to the Ultimate Holding Company of such Shareholder then that Shareholder and any Affiliate of that Shareholder which owns Shares in the Company shall be a **"Defaulting Party"**.
  - (2) For the purposes of subarticle (1) the matters referred to in relation to the relevant company are, if it:
    - (a) makes a serious or persistent default in performing and observing any of its obligations under any agreement between the Shareholders relating to the regulation of their affairs in the Company (except for an attempt by a Shareholder to deal with or dispose of an interest in a Share otherwise than in accordance with article 7, which shall (except for an attempted breach of article 7(2)) be dealt with in accordance with the provisions of article 7(9) and, in the case of an attempted breach of article 7(2), in accordance with the provisions of article 7(17)(b)) and, where such default is capable of remedy, fails to remedy it within 20 Business Days after service of written notice from the other Shareholder of such default;

- (b) is unable to pay its debts or is liable to be wound up by a court of competent jurisdiction;
  - (c) enters into a composition or arrangement with its creditors;
  - (d) takes any action to appoint or suffers the appointment of a receiver, administrative receiver, trustee or similar officer over all or a material part of its assets or undertaking;
  - (e) has a winding-up or administration order made in relation to it;
  - (f) is affected in anyway in any jurisdiction other than England or Wales by anything equivalent to any of the things referred to in (b) to (e) above; or
  - (g) fails to comply with its obligations under article 7(12).
- (3) Any Shareholder which is not a Defaulting Party may give notice in writing to the Defaulting Party or parties and the Company whereupon the Defaulting Shareholder (and each of its Affiliates which own Shares in the Company) shall be deemed to have served a Transfer Notice in respect of all of its Shares in accordance with article 7. The Specified Price in respect of such deemed Transfer Notice shall be the nominal value of the Offered Shares.

#### GENERAL MEETINGS

9. (1) No business shall be transacted at any general meeting unless a quorum is present. Two members present in person or by proxy or by a duly authorised representative (in the case of a corporation) shall be a quorum at any general meeting of which at least one shall be or represent an A Shareholder and the other shall be or represent a B Shareholder. Regulation 40 of Table A shall not apply.
- (2) If at any adjourned meeting such a quorum is not present within fifteen minutes from the time appointed for the adjourned meeting the meeting shall be dissolved. Regulation 41 shall be amended accordingly.
- (3) A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be amended accordingly.
- (4) The chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.
- (5) A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
- (a) to hear each of the other participating members addressing the meeting; and
  - (b) if he so wishes, to address all of the other participating members simultaneously
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whether directly, by conference telephone or by any other form of communications equipment (whether or not in use) at the date of adoption of these articles or by a combination of those methods.

- (6) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum.
- (7) A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
- (8) A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. Regulation 46 of Table A shall be amended accordingly.
- (9) References in this article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.

#### **SHAREHOLDERS' RESOLUTIONS**

- 10. A resolution in writing signed or approved by letter or facsimile by or on behalf of all the members of the Company who would be entitled to vote on it if it had been proposed at a general meeting or at a meeting of any class of members of the Company shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. The resolution may be contained in one document or in several documents in like form each stating the terms of the resolution accurately and signed by or on behalf of one or more of the members. This article is in addition to, and not limited by, the provisions in sections 381A, 381B and 381C of the Act. Regulation 53 of Table A shall not apply.

#### **VOTES OF MEMBERS**

- 11. (1) A proxy appointed by a member of the Company under section 372 of the Act may vote on a show of hands as well as on a poll, but no person present shall be entitled to more than one vote on a show of hands. Regulation 54 of Table A shall be amended accordingly.
  - (2) The appointment of a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the directors may approve) may:
    - (a) in the case of an instrument in writing be deposited at the place where the meeting or adjourned meeting is to be held at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
    - (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -
      - (i) in the notice convening the meeting, or
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- (ii) in any instrument of proxy sent out by the company in relation to the meeting, or
- (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting,

be received at such address at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument intends to vote.

These provisions are in addition and without prejudice to the provisions of paragraphs (a), (aa), (b) and (c) of regulation 62 of Table A and the penultimate provision of regulation 62 shall be amended accordingly.

### **DIRECTORS**

- 12. (1) (a) Subject to subarticle 12(1)(b), the number of directors shall be not less than four and no more than nine of whom up to four shall be A Directors, up to four shall be B Directors plus one further Executive Director appointed in accordance with article 26.
  - (b) Subject to subarticle 7(17)(b), at all times there shall not be more B Directors than A Directors.
  - (c) Regulation 64 of Table A shall not apply.
  - (2) In addition to their rights under article 26, the holders of the majority of A Shares shall be entitled by notice in writing to the Company to:
    - (c) appoint up to four persons as A Directors;
    - (d) remove from office any A Director and may appoint any person as an A Director in place of any A Director so removed or in place of any A Director who vacates his office or dies.
  - (3) The holders of the majority of B Shares shall be entitled by notice in writing to the Company to:
    - (a) appoint up to four persons as B Directors, provided that any such B Director shall be an employee of the B Shareholder (or any of its wholly-owned Affiliates);
    - (b) remove from office any B Director and may appoint any person as a B Director in place of any B Director so removed or in place of any B Director who vacates his office or dies, provided that any such B Director shall be an employee of the B Shareholder (or any of its wholly-owned Affiliates).
  - (4) Every appointment or removal under this article shall be made in writing signed by or on behalf of the holders for the time being of the majority of the Shares of the relevant class (a corporation holding any such Shares acting by resolution of its directors evidenced by the signature of one of its directors or its secretary) and shall
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take effect on and from the date on which the notice of appointment or removal is lodged at the registered office of the Company or produced at a meeting of the directors.

- (5) In addition to the circumstances set out in regulation 81 of Table A the office of a Director shall be vacated if he is removed from that office in accordance with this article.
- (6) The Directors shall not be subject to retirement by rotation and Regulations 73 to 80 (inclusive).
- (7) Any Director appointed by the holders of the majority of the A Shares or the holders of the majority of the B Shares shall be entitled from time to time to disclose to the holders of the majority of the A Shares or the holders of the majority of the B Shares, as appropriate, such information concerning the business and affairs of the Company as he shall at his discretion see fit.
- (8) No director shall be appointed otherwise than as provided in these articles. Regulation 90 of Table A shall apply as if the words "filling vacancies or of" were deleted.

#### **REMUNERATION AND EXPENSES OF DIRECTORS**

13. (1) The Directors (other than any Director who for the time being holds an executive office or employment with the Company) shall be paid out of the funds of the Company by way of remuneration for their services as directors such fees not exceeding in aggregate £5,000 per annum (or such larger sum as the Company may, by ordinary resolution, determine) as the directors may decide to be divided among them in such proportion and manner as they may agree or, failing agreement, equally. Any fee payable under this article shall be distinct from any remuneration or other amounts payable to a Director under other provisions of these articles and shall accrue from day to day.
- (2) A Director shall be paid out of the funds of the Company all his travelling, hotel and other expenses properly incurred by him in and about the discharge of his duties, including his expenses of travelling to and from meetings of the directors, committee meetings and general meetings.
- (3) Regulation 82 of Table A shall not apply.

#### **ALTERNATE DIRECTORS**

14. (1) In addition to the persons mentioned in regulation 65 of Table A, any Director may appoint any person to act as an alternate director and such alternate shall not require the prior approval of the other Directors provided that the Director concerned shall advise the chairman and the company secretary of such appointment in advance of the next meeting of directors and provided that any such alternate appointed by a B Director shall be an employee of B Shareholder (or any of its wholly-owned Affiliates).
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- (2) An alternate director shall be entitled to receive notice of all meetings of the directors, to attend and to vote at any such meeting at which the Director appointing him is not personally present and at that meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at that meeting the provisions of these articles shall apply as if he were a Director. Regulation 66 of Table A shall not apply.
- (3) Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate, in addition to his own vote if he is also a Director, but he shall count as only one for the purpose of determining whether a quorum is present. The last sentence of each of regulations 88 and 89 of Table A shall not apply.
- (4) Any person appointed as an alternate director shall automatically vacate his office as an alternate director if the Director by whom he has been appointed ceases to be a Director or removes him or on the happening of any event which, if he is or were a Director, causes or would cause him to vacate that office. Regulation 67 of Table A shall not apply.
- (5) An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the Director appointing him. Regulation 69 of Table A shall not apply.

#### **POWERS OF DIRECTORS**

15. (1) The powers of the directors mentioned in regulation 87 of Table A shall be exercisable as if the word "executive" (which appears before the word "office") were deleted.
- (2) Without prejudice to any other of their powers, the directors may exercise any of the powers conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

#### **PROCEEDINGS OF DIRECTORS**

16. A Director who is in any way, whether directly or indirectly, interested in any contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall declare the nature and extent of his interest at a meeting of the directors in accordance with the Act. Subject, where applicable, to such disclosure a Director may vote as a Director on a resolution concerning any matter in which he has, directly or indirectly, an interest and, if he votes, his vote shall be counted and he shall be counted in the quorum when that resolution or matter is under consideration. Regulations 94 to 96 (inclusive) of Table A shall not apply.
  17. Notices of meetings of the directors shall be given to all Directors and to any alternate directors appointed by them. At least 72 hours notice shall be given to each Director (wherever he may be) unless in any particular case a majority of the directors (including at least one A Director and one B Director) otherwise agree. Regulations 66 and 88 of Table A shall be amended accordingly.
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18. Subject to subarticle 7(17)(b), the quorum for a meeting of the directors shall be two Directors of whom one shall be an A Director and one shall be a B Director. The first sentence of Regulation 89 of Table A shall not apply.
  19. If a quorum (as described in article 18 above) is not present or ceases to be present at any scheduled meeting of the directors, then that meeting shall stand adjourned to the same time and place five Business Days after the scheduled date of the meeting and notice of such adjourned meeting will be given to each Director. If at any adjourned meeting, such a quorum is not present within 30 minutes from the time appointed for the adjourned meeting, subject to subarticle 7(17)(b) the quorum for such meeting shall be two Directors.
  20. In the case of an equality of votes at any meeting of the directors, the chairman of the meeting shall not have a second or casting vote. Regulation 88 of Table A shall be amended accordingly.
  21. If a question arises at a meeting of directors or of a committee of directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.
  22. Except as agreed in writing by the Shareholders and subject to subarticle 7(17)(b), any committee of the directors shall include an equal number of A Directors and B Directors and the quorum for a committee of the directors shall be two Directors of whom one shall be an A Director and one shall be a B Director.
  23. Regulation 93 of Table A (written resolutions of directors) shall apply as if the word "signed" included "approved by letter, facsimile or by electronic mail (to the extent permitted by law)".
  24.
    - (1) A meeting of the directors may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able:
      - (a) to hear each of the other participating Directors addressing the meeting; and
      - (b) if he so wishes, to address all of the other participating Directors simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use at the date of adoption of these articles) or by a combination of those methods.
    - (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Directors required to form a quorum.
    - (3) A meeting held as described above is deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
  25. All acts done or purported to be done by a meeting of directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be
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as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

### **EXECUTIVE DIRECTORS**

26. (1) The holders of the majority of the A Shares may appoint, in consultation with the holders of the majority of the B Shares, a Director who shall be the Executive Director for such period and on such terms as the holder of the majority of the A Shares thinks fit, and may, in consultation with the holders of the majority of the B Shares, revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any agreement between the Director and the Company.
- (2) The remuneration of any Director appointed as Executive Director shall be fixed by the directors and may be by way of salary, commission or other participation in profits or any combination of those methods and either in addition to or inclusive of his remuneration as a Director.
- (3) Regulation 84 of Table A shall not apply.

### **DESIGNATION AS "DIRECTOR"**

27. The directors may, at any time and from time to time, appoint any person (not being a Director) to any executive position or employment under the Company having a title or designation which includes the word "director" and may terminate any such appointment. The inclusion of the word "director" in the title or designation of any such position or employment shall not imply that the holder is a director of the Company or that he is authorised or empowered to act as, or is liable as, a director of the Company in any respect and he shall not be deemed to be a Director for any purpose.

### **SEAL**

28. (1) The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the directors.
- (2) The directors shall provide for the safe custody of every seal which the Company may have.
- (3) A seal shall be used only by the authority of the directors or a duly authorised committee but that authority may consist of an instruction or approval given by letter, facsimile, telephone or electronic mail (to the extent permitted by law) by a majority of the directors or of the members of a duly authorised committee.
- (4) The directors may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.
- (5) Unless otherwise decided by the directors:
- (a) certificates for Shares, debentures or other securities of the Company to which a seal is applied need not be signed; and

- (b) every other instrument to which a seal is applied shall be signed by at least one Director and the secretary or by at least two Directors.
- (6) Certificates for shares, debentures or other securities of the Company need not be sealed with the seal but may be signed on behalf of the Company by at least one Director and the secretary or by at least two Directors or by such other person or persons as may be authorised by the Directors for that purpose. Regulation 6 of Table A shall be amended accordingly. Regulation 101 of Table A shall not apply.

### NOTICES

- 29. (1) The Company may give any notice to a member either personally or by sending it by prepaid first class post or facsimile transmission to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the company by the member. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. In this article, "address", in relation to electronic communications, includes any number or address used for the purpose of such communications.
- (2) Regulation 112 of Table A shall not apply and regulation 116 shall apply as if the words "within the United Kingdom" did not appear.
- 30. (1) Proof that:
  - (a) an envelope containing a notice was properly addressed, prepaid and posted (by first class post, where available); or
  - (b) a facsimile transmission setting out the terms of a notice was properly addressed and despatched

shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiry of 24 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication, at the expiration of 24 hours after the time it was sent or, in the case of facsimile transmission, when despatched.

- (2) Regulation 115 of Table A shall not apply.

### INDEMNITY

- 31. (1) Subject to the provisions of and to the extent permitted by the Statutes, every Director or other officer (excluding an auditor) of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or offices, but:

- (a) this indemnity shall not apply to any liability to the extent that it is recovered from any other person; and
    - (b) the indemnity is subject to such officer taking all reasonable steps to effect such recovery, so that the indemnity shall not apply to the extent that an alternative right of recovery is capable of being enforced.
  - (2) Regulation 118 of Table A shall not apply.
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