

Company number: 03439400

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

articles of association

of

WORLD GOLF SYSTEMS LIMITED ("company")

(Adopted by Special Resolution passed on 19 December 2023)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

"acting in concert"	has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);
"A Ordinary Shares"	the non-voting A Ordinary Shares of £0.018763 each in the capital of the Company;
"articles"	means the company's articles of association;
"asset sale"	means any sale, lease, licence, transfer, assignment or disposal of the whole or a substantial part of the undertaking or assets of the company in one or a series of transactions;
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"business days"	a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);
"chairman"	has the meaning given in article 12;
"chairman of the meeting"	has the meaning given in article 39;

“Companies Acts”	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
“connected persons”	means in respect of any person, means another person who is connected (within the meaning given to it in section 1122 of CTA 2010) of such person;
“controlling interest”	means interest giving the holder or holders of such interest control within the meaning of section 1124 of the CTA 2010, or the direct or indirect legal and/or beneficial ownership of more than 50% of the issued ordinary shares carrying the right to exercise more than 50% of the votes at any general meeting of the company;
"convertible"	any agreement or instrument that carries a right to convert into, or to subscribe for, purchase or otherwise acquire shares;
“CTA 2010”	the Corporation Tax Act 2010;
“director”	means a director of the company, and includes any person occupying the position of director, by whatever name called;
“distribution recipient”	has the meaning given in article 31;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“electronic form”	has the meaning given in section 1168 of the Companies Act 2006;
"encumbrance"	means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);
“fully paid”	in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

“hard copy form”	has the meaning given in section 1168 of the Companies Act 2006;
“holder”	in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
“instrument”	means a document in hard copy form;
“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006;
“ordinary shares”	the ordinary shares of £0.018763 each in the capital of the company;
“option shares”	a maximum of 2,250,000 shares (which may comprise ordinary shares or A ordinary shares, at the discretion of the Board) issued by the company to its employees and contractors, pursuant to any Board approved share option scheme;
“paid”	means paid or credited as paid;
“participate”	in relation to a directors’ meeting, has the meaning given in article 10;
“proxy notice”	has the meaning given in article 45;
"relevant security"	means any security, option, warrant, agreement or instrument which confers any right to subscribe for any share(s) in the capital of the company (and the term "relevant securities" shall be construed accordingly;
“shareholder”	means a person who is the holder of a share;
“shares”	means shares in the company;
“special resolution”	has the meaning given in section 283 of the Companies Act 2006;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
“transmittee”	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and
"treasury shares"	means shares in the capital of the company held by the company as treasury shares from time to time within the

meaning set out in section 724(5) of the Companies Act 2006;

“writing”

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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

2. Liability of members

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

4. Shareholders' reserve power

- 4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5. Directors may delegate

- 5.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
 - 5.1.1 to such person or committee;
 - 5.1.2 by such means (including by power of attorney);
 - 5.1.3 to such an extent;
 - 5.1.4 in relation to such matters or territories; and
 - 5.1.5 on such terms and conditions;
- as they think fit.

- 5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. Committees

- 6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7. Directors to take decisions collectively

- 7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- 7.2 If;
 - 7.2.1 the company only has one director, and
 - 7.2.2 no provision of the articles requires it to have more than one director,the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

8. Unanimous decisions

- 8.1 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.
- 8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 8.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 8.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

9. Calling a directors' meeting

- 9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 9.2 Notice of any directors' meeting must indicate;
 - 9.2.1 its proposed date and time;
 - 9.2.2 where it is to take place; and
 - 9.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 9.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10. Participation in directors' meetings

- 10.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when;
 - 10.1.1 the meeting has been called and takes place in accordance with the articles,

and
 - 10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11. Quorum for directors' meetings

- 11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

11.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision;

11.3.1 to appoint further directors, or

11.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

12. Chairing of directors' meetings

12.1 The directors may appoint a director to chair their meetings.

12.2 The person so appointed for the time being is known as the chairman.

12.3 The directors may terminate the chairman's appointment at any time.

12.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

13. Casting vote

13.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting does not have a casting vote.

13.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14. Conflicts of interest

14.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14.2 But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

14.3 This paragraph applies when;

14.3.1 the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

14.3.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

14.3.3 the director's conflict of interest arises from a permitted cause.

14.4 For the purposes of this article, the following are permitted causes;

14.4.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

14.4.2 subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

14.4.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

14.5 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

14.6 Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

14.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15. Records of decisions to be kept

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

16. Directors' discretion to make further rules

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

17. Methods of appointing directors

17.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director;

17.1.1 by ordinary resolution, or

17.1.2 by a decision of the directors.

17.2 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

17.3 For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

18. Termination of director's appointment

18.1 A person ceases to be a director as soon as;

18.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

18.1.2 a bankruptcy order is made against that person;

18.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

18.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

18.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

18.1.6 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

19. Directors' remuneration

19.1 Directors may undertake any services for the company that the directors decide.

19.2 Directors are entitled to such remuneration as the directors determine;

19.2.1 for their services to the company as directors, and

19.2.2 for any other service which they undertake for the company.

19.3 Subject to the articles, a director's remuneration may;

19.3.1 take any form, and

19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

19.5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

20. Directors' expenses

20.1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at;

20.1.1 meetings of directors or committees of directors,

20.1.2 general meetings, or

20.1.3 separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

Share Capital

21. Except as otherwise provided in these Articles, the Ordinary Shares and the A Ordinary Shares shall rank *pari passu* in all respects save that the A Ordinary Shares are non-voting and shall constitute separate classes of shares.

21.1 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.

21.2 On the transfer of any share as permitted by these Articles:

21.2.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and

21.2.2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.

21.3 If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.

21.4 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, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

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

21.5.1 any alteration in the Articles;

21.5.2 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

21.5.3 any resolution to put the Company into liquidation.

21.6 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006

22. Powers to issue different classes of share

22.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

22.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

23. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

24. Share certificates

24.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

24.2 Every certificate must specify;

24.2.1 in respect of how many shares, of what class, it is issued;

24.2.2 the nominal value of those shares;

24.2.3 that the shares are fully paid; and

24.2.4 any distinguishing numbers assigned to them.

24.3 No certificate may be issued in respect of shares of more than one class.

24.4 If more than one person holds a share, only one certificate may be issued in respect of it.

24.5 Certificates must;

24.5.1 have affixed to them the company's common seal, or

24.5.2 be otherwise executed in accordance with the Companies Acts.

25. Replacement share certificates

25.1 If a certificate issued in respect of a shareholder's shares is;

25.1.1 damaged or defaced, or

25.1.2 said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

25.2 A shareholder exercising the right to be issued with such a replacement certificate;

25.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

25.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and

25.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

26. Share transfers

26.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

26.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

26.3 The company may retain any instrument of transfer which is registered.

26.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

26.5 Subject to articles 55 and 56, the directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

27. Pre-emption rights on the issue of further shares

27.1 Save to the extent authorised by these Articles or otherwise by special resolution of the Shareholders, the Directors shall not, exercise any power to allot Shares or grant rights to subscribe for, or to convert any security into, any Shares.

27.2 Subject to the remaining provisions of this article 27, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

27.2.1 offer or allot;

27.2.2 grant rights to subscribe for or to convert any security into; and

27.2.3 otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.

27.3 The authority referred to in article 27.2;

27.3.1 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution.

27.3.2 may, subject to article 27.2, only be exercised for a period of 5 years from the date of the adoption of these articles save that, subject to these articles, the Directors may make an offer or agreement which would, or might, require any shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

27.4 For the avoidance of doubt, article 27.2 expressly includes the authority vested in the board of directors to grant the right to issue and issue option shares.

27.5 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.

28. Transmission of shares

28.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

28.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require;

28.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

28.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

28.3 But transmittes do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

29. Exercise of transmittes' rights

29.1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

29.2 If the transmittes wishes to have a share transferred to another person, the transmittes must execute an instrument of transfer in respect of it.

29.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittes has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

30. Transmittes bound by prior notices

30.1 If a notice is given to a shareholder in respect of shares and a transmittes is entitled to those shares, the transmittes is bound by the notice if it was given to the shareholder before the transmittes's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

31. Procedure for declaring dividends

31.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

31.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

31.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

31.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

31.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

31.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

31.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful

payment of an interim dividend on shares with deferred or non-preferred rights.

32. Payment of dividends and other distributions

32.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means;

32.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

32.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

32.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

32.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

32.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable;

32.2.1 the holder of the share; or

32.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

32.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or

32.2.4 otherwise by operation of law, the transmittee.

33. No interest on distributions

33.1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by;

33.1.1 the terms on which the share was issued, or

33.1.2 the provisions of another agreement between the holder of that share and the company.

34. Unclaimed distributions

34.1 All dividends or other sums which are;

34.1.1 payable in respect of shares, and

- 34.1.2 unclaimed after having been declared or become payable,
- 34.1.3 may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

34.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

34.3 If;

- 34.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment, and
- 34.3.2 the distribution recipient has not claimed it,
- 34.3.3 the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

35. Non-cash distributions

35.1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

35.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution;

- 35.2.1 fixing the value of any assets;
- 35.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- 35.2.3 vesting any assets in trustees.

36. Waiver of distributions

36.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if;

- 36.1.1 the share has more than one holder, or
- 36.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- 36.1.3 the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

37. Authority to capitalise and appropriation of capitalised sums

37.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution;

37.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

37.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

37.2 Capitalised sums must be applied;

37.2.1 on behalf of the persons entitled, and

37.2.2 in the same proportions as a dividend would have been distributed to them.

37.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

37.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

37.5 Subject to the articles the directors may;

37.5.1 apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

37.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

37.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

38. Attendance and speaking at general meetings

38.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

38.2 A person is able to exercise the right to vote at a general meeting when;

38.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

38.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

38.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

38.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

38.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

39. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

40. Chairing general meetings

40.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

40.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start;

40.2.1 the directors present, or

40.2.2 (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

40.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

41. Attendance and speaking by directors and non-shareholders

41.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

41.2 The chairman of the meeting may permit other persons who are not;

41.2.1 shareholders of the company, or

41.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

42. Adjournment

42.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

42.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if;

42.2.1 the meeting consents to an adjournment, or

42.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

42.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

42.4 When adjourning a general meeting, the chairman of the meeting must;

42.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

42.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

42.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given);

42.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and

42.5.2 containing the same information which such notice is required to contain.

- 42.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

43. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

44. Errors and disputes

44.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

44.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

45. Poll votes

45.1 A poll on a resolution may be demanded;

45.1.1 in advance of the general meeting where it is to be put to the vote,
or

45.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

45.2 A poll may be demanded by;

45.2.1 the chairman of the meeting;

45.2.2 the directors;

45.2.3 two or more persons having the right to vote on the resolution; or

45.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

45.3 A demand for a poll may be withdrawn if;

45.3.1 the poll has not yet been taken, and

45.3.2 the chairman of the meeting consents to the withdrawal.

45.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

46. Content of proxy notices

- 46.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which;
 - 46.1.1 states the name and address of the shareholder appointing the proxy;
 - 46.1.2 identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - 46.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 46.1.4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 46.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 46.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 46.4 Unless a proxy notice indicates otherwise, it must be treated as;
 - 46.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 46.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

47. Delivery of proxy notices

- 47.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 47.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 47.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 47.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

48. Amendments to resolutions

- 48.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if;
- 48.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 48.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 48.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if;
- 48.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 48.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 48.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

49. Means of communication to be used

- 49.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 49.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 49.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

50. Company seals

- 50.1 Any common seal may only be used by the authority of the directors.
- 50.2 The directors may decide by what means and in what form any common seal is to be used.

50.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

50.4 For the purposes of this article, an authorised person is;

50.4.1 any director of the company;

50.4.2 the company secretary (if any); or

50.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

51. No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

52. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

53. Indemnity

53.1 Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against;

53.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

53.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

53.1.3 any other liability incurred by that director as an officer of the company or an associated company.

53.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

53.3 In this article;

53.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

53.3.2 a “relevant director” means any director or former director of the company or an associated company.

54. Insurance

54.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

54.2 In this article;

54.2.1 a “relevant director” means any director or former director of the company or an associated company,

54.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company,

and

54.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

55. Tag-along

55.1 Article 55.2 shall apply if, one or more shareholders (each a **proposed transferor**) wishes to transfer (in one or a series of transactions) any shares or any interest therein to any person (other than a person who already holds a controlling interest) which would, if put into effect, result in such person (and his connected persons and persons who are acting in concert with such person) (**proposed purchaser**) acquiring a controlling interest in the company.

55.2 Where Article 55.1 applies, the proposed transferor may not transfer any of their shares or any interest therein unless, at least 28 days prior to the date of the agreement to transfer, the transferee shall have made a written offer (**tag along offer**) to each holder of shares (other than the company) (**tag offeree**) to purchase all of their shares (the **tag offeree’s shares**) for a consideration per share the value of which is at least equal to the specified price (as defined in Article 55.3). The tag along offer shall be on terms that it shall be open for acceptance by each tag offeree for not less than 14 days and, if accepted, the sale of the tag offeree’s shares shall be completed simultaneously with the completion of the sale of the proposed transferor’s shares.

55.3 For the purpose of this article:

55.3.1 the expression **specified price** shall mean in respect of each share a sum in cash equal to the highest price per share offered or paid by the proposed purchaser:

- (a) in the proposed transfer; or
- (b) in any related or previous transaction by the proposed purchaser or his connected persons or any person acting in concert with the proposed purchaser in the 12 months preceding the date of the proposed transfer,

55.3.2 plus an amount equal to the relevant sum, as defined in article 55.3.3, of any other consideration (in cash or otherwise) paid or payable by the proposed purchaser or any other person acting in concert with the proposed purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the shares (the **supplemental consideration**);

55.3.3 Relevant sum = $C \div A$

where: A = number of shares being sold in connection with the relevant proposed transfer;
 C = the supplemental consideration.

56. Drag-along

56.1 If the holders of a majority of the ordinary shares (excluding treasury shares and any ordinary shares held by a shareholder who is, or is a connected person of, a drag purchaser, as defined below) (the "**selling shareholders**") agree to transfer all their interest in shares (the "**sellers' shares**") to a proposed purchaser (the "**drag purchaser**") (or, if so directed by the drag purchaser, a nominee of such drag purchaser), the selling shareholders shall have the option (the "**drag along option**") to compel each other holder of shares (each a "**called shareholder**") to sell and transfer all their shares to such drag purchaser (or, if so directed by the drag purchaser, a nominee of such drag purchaser) in accordance with the provisions of this Article 56 (such transfers of shares by the selling shareholders and the called shares being the "**dragged share sale**").

56.2 The selling shareholders may exercise the drag along option by giving a written notice to that effect (a "**drag along notice**") to the company at any time before the transfer of the sellers' shares to the drag purchaser and the company shall forthwith send a copy of the drag along notice to the called shares. A drag along notice shall specify:

56.2.1 that the called shares are required to transfer all their shares (the "**called shares**") under this article;

56.2.2 the person to whom they are to be transferred;

56.2.3 the consideration (whether in cash or otherwise) for which the called shares are to be transferred (calculated in accordance with Article 56.4);

56.2.4 the proposed date of transfer;

- 56.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the called shares are required to sign in connection with such dragged share sale (the "**sale agreement**");
 - 56.2.6 in respect of any called securities holder (as defined below) only, any exercise notice or other documents (including any tax elections) which the called securities holder may be required to sign in connection with the exercise of any options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) shares ("**exercise documents**"); and
 - 56.2.7 that information concerning the called shareholder which the drag purchaser reasonably requires in connection with the transfer of called shares (and may include information concerning (i) details of any account in the name of the called shareholder to which cash consideration may be paid (ii) the tax treatment of payments to be made to, or tax status of, the called shareholder (iii) the status of the called shareholder for the purposes of ascertaining the applicability of relevant securities laws and (iv) verification of the identity, ownership and control of the called shareholder and other information as may be required for anti-money laundering or other compliance purposes) ("**sale information**").
- 56.3 Drag along notices shall be irrevocable but will lapse if the date for completion of the sale of the sellers' shares by the selling shareholders to the drag purchaser does not occur within 60 business days (or such longer time period as may be proposed by the selling shareholders) after the date of service of the drag along notice. The selling shareholders shall be entitled to serve further drag along notices following the lapse of any particular drag along notice.
- 56.4 The consideration (in cash or otherwise) for which each selling shareholder and each called shareholder shall transfer shares pursuant to the dragged share sale shall be determined by reference to the total consideration payable in respect of all shares to be transferred to the drag purchaser pursuant to the dragged share sale, apportioned between each selling shareholder and called shareholder in proportion to the number of shares held by each of them respectively (the "**drag consideration**").
- 56.5 A drag along notice may be served on any person(s) (each a "**called securities holder**") holding relevant securities, if and to the extent exercisable (or which would become exercisable) in connection with the dragged share sale and, if so served such called securities holder shall, upon their acquisition of shares, thereupon become a called shareholder subject mutatis mutandis to the provisions of this Article 56 (notwithstanding that they may not have been a called shareholder at the date of the drag along notice).
- 56.6 The liabilities and obligations of a called shareholder under the terms of any sale agreement shall be limited to those matters as concern the called shareholder in their capacity as a holder of called shares, the transfer of called shares pursuant to the dragged share sale and the payment of the consideration. Accordingly, the terms of the sale agreement may, inter alia, provide that:
- 56.6.1 a called shareholder warrants and undertakes to transfer their called shares to the drag purchaser (or, if so directed by the drag

purchaser, a nominee of such drag purchaser) on the drag completion date (as defined below) with full title guarantee free from all encumbrances and that the called shareholder has power, capacity and authority to enter into the sale agreement and so transfer such called shares. A called shareholder shall not, however, be obliged to agree to (i) give any representation, warranty or undertaking concerning, or any indemnity in respect of any liability of, the business and affairs of the company's group, nor (ii) unless such called shareholder is or has been a service provider, any restrictive covenant including, without limitation, any covenant not to compete or covenant not to solicit customers, employees or suppliers of any group company;

56.6.2 consideration paid (and/or payable) be subject to obligation(s) and arrangements (whether by means of escrow, holdback, reduction of consideration, contribution to the costs of any relevant insurance or contribution to transaction costs and expenses (including costs and expenses of any sellers' representative and/or shareholders' representative (as defined below)) ("**contribution obligations**") with respect to:

- (a) liabilities of (and tax withholdings and deductions (including, if applicable, amounts to be withheld in respect of employee income tax and social security contributions) arising in respect of consideration payable to) the called shareholder ("**several liabilities**"); and
- (b) any:
 - (i) price adjustment mechanisms (including any earn-out, locked box or completion accounts adjustment); and/or
 - (ii) liabilities (actual or potential, including any settlement) in respect of any representations, warranties, undertakings and/or indemnities given by any person(s),

in connection with the dragged share sale (any or all of the foregoing being "**common liabilities**"), provided that the sale agreement provides for the following principles (howsoever expressed or effected):

- (A) the contribution obligations of a called shareholder with respect to common liabilities shall be satisfied only by way of reduction to the amount of any unpaid consideration (and not, for the avoidance of doubt, any repayment of consideration previously paid out). For the purpose of this provision, consideration held in escrow (or subject to any security interest of the drag purchaser or its nominee) shall not be treated as having been paid to the called shareholder even if the called shareholder is beneficially interested in such consideration; and

- (B) contribution obligations of a called shareholder in respect of common liabilities shall be no more onerous than the terms of the contribution obligations of other selling shareholders in respect of common liabilities; and
- (C) the liability of a called shareholder shall not exceed the amount of drag consideration received by such called shareholder in connection with the dragged share sale, except with respect to claims related to fraud by such called shareholder, the liability for which need not be limited as to such called shareholder.

56.7 The sale agreement may include such provisions as may be necessary or desirable to accommodate the inclusion of called securities holders (if any) in the dragged share sale (and may include provisions with respect to (i) the exercise of options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) shares (including the delivery of exercise documents), (ii) the satisfaction by the called securities holder of their several liabilities in respect of the payment of any exercise price and any employee income tax and social security contributions arising in connection with their acquisition and/or sale of shares and (iii) the making of tax elections by the called securities holder).

56.8 Within three business days of the company copying the drag along notice to the called shares (or such later date as may be specified in the drag along notice), each called shareholder shall deliver to the company (which shall receive the same as agent on behalf of the called shareholder with authority to deliver the same to the drag purchaser on completion of the sale of called shares to the drag purchaser in accordance with the terms of the sale agreement (the "**drag completion date**")):

- 56.8.1 duly executed instrument of transfer for its shares in favour of the drag purchaser;
- 56.8.2 the relevant share certificate(s) (or a duly executed indemnity in favour of the directors of the company in respect of any lost, destroyed or missing certificate, in a form acceptable to the board) in respect of its shares;
- 56.8.3 a duly executed sale agreement, if applicable, in the form specified in the drag along notice or as otherwise specified by the company;
- 56.8.4 in the case of a called securities holder, duly executed exercise documents required to be provided by them; and
- 56.8.5 the sale information, in the form specified in the drag along notice or as otherwise specified by the company,

(together the "**drag documents**").

56.9 The company (or its nominee) may receive, and give good receipt for, any consideration payable to any called shareholder in respect of the transfer of their called shares, which consideration shall be held by the company (or its nominee) on trust for the benefit of such called shareholder. The company shall be entitled to be paid from such consideration any amount otherwise due and payable by the

called shareholder to any member of the company's group (including any payments due in connection with the exercise of any option to acquire shares). The payment of the remaining balance of such consideration due to the relevant called shareholder may, in the sole discretion of the board of directors, be withheld pending the delivery of any drag document(s) and the ratification by the called shareholder of the transfer of their called shares and/or any act undertaken on behalf of (or deemed to be undertaken by) such called shareholder in accordance with this article 56.9.

- 56.10 If a called shareholder fails to deliver the drag documents for their shares to the company by the drag completion date, the company (acting by any director of the company) shall be constituted the agent of such defaulting called shareholder with power and authority to take such actions and execute, enter into, and give effect to, any drag document(s), for and on behalf of and in the name of such defaulting called shareholder, in each case as the board may determine to be necessary or desirable to effect (or otherwise in connection with) the transfer of the called shareholder's shares pursuant to this Article 56 and the board of directors shall, if requested by the drag purchaser, so authorise any director to effect the transfer of the called shareholder's shares on the called shareholder's behalf to the drag purchaser (or, if so directed by the drag purchaser, a nominee of such drag purchaser) on the drag completion date. The board of directors shall authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid and the instrument of transfer and certificate (or indemnity in a form acceptable to the board of directors) in respect of the shares so transferred is delivered to the company.
- 56.11 On any person, following the issue of a drag along notice, becoming a shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the company or pursuant to the conversion of any convertible security of the company (a "**new shareholder**"), a drag along notice shall be deemed to have been served on the new shareholder on the same terms as the previous drag along notice who shall then be bound to sell and transfer all shares (save to the extent the relevant shares were sold as part of the dragged share sale on the drag completion date by the new shareholder, whether as a called securities holder or otherwise) so acquired to the drag purchaser and the provisions of this article shall apply with the necessary changes to the new shareholder except that completion of the sale of the shares shall take place on the later of: (a) the drag along notice being deemed served on the new shareholder; and (b) completion of the dragged share sale on the drag completion date.
- 56.12 Whether or not a transfer of called shares is validly made in accordance with this article 56 (including any determination as to whether a sale agreement satisfies the requirements of articles 56.6 and 56.7 (including any determination as to what constitutes a contribution obligation and/or the common liabilities and/or whether the principles set out in article 56.6.2 are satisfied)) shall be determined by the board of directors and, save in the event of fraud, such determination shall be final and binding on all persons.
- 56.13 In the event that the selling shareholders, in connection with the dragged share sale, appoint a third party independent shareholder representative (a "**shareholder representative**") with respect to the establishment and management of any escrow or holdback fund in connection with any indemnification or breach of warranty under the sale agreement (the "**escrow**"), each called shareholder shall be deemed to consent to (i) the appointment of such shareholder representative, (ii) the establishment of the escrow and (iii) the payment of such called shareholder's applicable portion (from the escrow) of any

reasonable and properly incurred fees and expenses of such shareholder representative, in each case in connection with such shareholder representative's services and duties in connection with the establishment and management of such escrow.