

THE COMPANIES ACTS 1985 to 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

YAMGO LIMITED

(Company number 03597254)



(Adopted by special resolution passed on 16th November 2018)

1. INTRODUCTION

- 1.1 The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (*SI 1985/805*), as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (*SI 2007/2541*) before the adoption of these Articles (**Table A**), shall apply to the Company, except as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In Regulation 1 of Table A, the words "and in articles of association adopting the same" shall be inserted after the word "regulations" in the last paragraph of that Regulation. The sentence "Any references to any statutory amendment, modification, re-enactment and extension thereof for the time being in force." shall be inserted at the end of that Regulation.
- 1.3 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Save as otherwise specifically provided in these Articles, words and expressions defined in Table A shall have the same meanings in these Articles.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 Regulations 39 to 42 (inclusive), 54, 64, 72, 76, 77, 89 and 118 shall not apply to the Company.
- 1.7 Regulation 18 of Table A shall be modified by adding the following words at the end of the first sentence: "and all expenses that may have been incurred by the Company because of such non-payment."

- 1.8 Regulation 78 of Table A shall be modified by deleting the words "...and may also determine the rotation in which any additional directors are to retire."

2. INTERPRETATION

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

1985 Act: the Companies Act 1985 (as amended), and in force before the adoption of these Articles.

2006 Act: the Companies Act 2006, in force before the adoption of these Articles.

Auditors: the auditors for the time being of the Company.

Board: the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles.

Business Day: a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of normal banking business.

Company: Yamgo Limited.

Companies Acts: the 1985 Act and the 2006 Act.

Controlling Interest: an interest in shares giving the holder control of the Company within the meaning of section 840 of Income and Corporation Taxes Act 1988.

Director: a director of the Company from time to time.

Family Trusts: in relation to an individual Shareholder, a trust or settlement set up wholly for the benefit of that individual Shareholder (**Settlor**) and/or the Settlor's Privileged Relations.

Fund:

- any investment trust or investment entity (as defined in Appendix 1 of the listing rules issued by the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000 (**FSMA**))
- any bank, building society, industrial, provident or friendly society;
- any unit trust or collective investment scheme (as defined in section 235 of FSMA);
- and the term will include any subsidiary undertaking of any of the foregoing and any co-investment scheme in relation to any of the foregoing."

Investor: any person, firm or company who may be classified as such pursuant to any shareholders agreement, investment agreement or similar document in relation to the Company.

Member of the Same Group: as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of any such parent undertaking.

Permitted Transfer: a transfer of Shares in accordance with Article 7.

Permitted Transferee: in relation to a Shareholder:

- (a) who is an individual, to any of his Privileged Relations, Family Trusts or to the trustees of those Family Trusts;
- (b) that is an undertaking (as defined in section 259(1) of the 1985 Act), to any Member of the Same Group.
- (c) In the case of the SES Fund or any other Fund, to any nominee or trustee for, or general partner of, the SES Fund (and by any such nominee or trustee to another nominee or trustee for or on behalf of that Investor), or to any other Fund, or:
 - (i) on a distribution in kind under the constitutive documents of the SES Fund or such other Fund:
 - (A) any transfer to the partners, holders of units, or participants in, or to the shareholders of, or the holders of other interests in, the SES Fund or such other Fund or to a nominee or trustee for any such partners, holders, shareholders, or participants; and
 - (B) any transfer by such a nominee or trustee to such holders, partners, shareholders, or participants (or to another nominee or trustee for such holders, partners, shareholders or participants); or
 - (ii) any transfer by the SES Fund or such other Fund to another Fund which is managed or advised by the same manager or adviser as the transferor (or as the Fund on behalf of whom any such Share is held by the transferor as nominee or trustee)."

Privileged Relation: the spouse, widow or widower of a Shareholder and the Shareholder's children and grandchildren (including step and adopted children), and step and adopted children of the Shareholder's children.

Relevant Securities: any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company after the date on which these Articles are adopted, but excluding:

- (a) the grant of options to subscribe for Shares under a Share Option Plan (and the issue of the Shares on exercise of those options) up to a maximum of [25%] of the issued share capital of the Company for the time being;
- (b) any Shares which the Company is required to issue by reason of a right specifically attached to Shares under these Articles or any shareholders agreement (or similar document) in force between any of the Shareholders and the Company;

Sale Shares: the Shares specified or deemed to be specified for sale in a Transfer Notice or a Deemed Transfer Notice.

Seller: the transferor of Shares pursuant to a Transfer Notice.

SES Fund: South East Seed Fund, a limited partnership established and registered in England (registered number: LP012618.)”

Shares or Ordinary Shares: the Ordinary Shares of £0.10 each in the capital of the Company.

Share Option Plan: a share option plan of the Company including any approved or unapproved share option plan or any enterprise management incentive options established by the Company from time to time for the purpose of incentivising existing and prospective employees, directors and consultants of the Company.

Shareholder: a holder of Shares in the Company.

Shareholder Consent: the consent in writing (including by email) of the Shareholders holding not less than []% in nominal value of the issued share capital of the Company.

Transfer Notice: a notice in writing given by any Shareholder to the Company where that Shareholder desires, or is required by these Articles, to transfer (or enter into an agreement to transfer) any Shares. Where such notice is deemed to have been served, it shall be referred to as a **Deemed Transfer Notice**.

3. SHARE CAPITAL

- 3.1 The authorised share capital of the Company at the date of adoption of these Articles is £90,000, divided into 900,000 ordinary shares of £0.10 each.

4. ISSUE OF SHARES

4.1 PRE-EMPTION

- 4.1.1 Subject to the remaining provisions of this Article 4, the Directors are generally and unconditionally authorised for the purpose of section 80 of the 1985 Act to exercise any power of the Company to:

- (a) offer, allot or grant rights to subscribe for; or
- (b) convert securities into; or
- (c) otherwise deal in, or dispose of,

any Shares (or any other Relevant Securities in the Company) to any person, at any time and subject to any terms and conditions as the Directors think proper.

- 4.1.2 The authority referred to in Article 4.1.1:

- (a) shall be limited to a maximum nominal amount of Shares equal to the amount of the authorised but unissued share capital of the Company immediately following the date on which these Articles are adopted;

- (b) shall only apply insofar as the Company in general meeting has not renewed, waived or revoked it; and
 - (c) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the Directors may make an offer or agreement which would, or might, require Relevant Securities to be allotted after the expiry of such authority (and the Directors may allot Relevant Securities in pursuance of an offer or agreement as if such authority had not expired).
- 4.1.3 In accordance with section 91(1) of the 1985 Act, sections 89(1) and 90(1) to (6) (inclusive) of the 1985 Act shall not apply to an allotment of Relevant Securities made by the Company.
- 4.1.4 Unless otherwise agreed by special resolution or by written resolution passed in accordance with section 283(2) of the 2006 Act, or as otherwise agreed in any shareholders agreement (or similar document) in force between any of the Shareholders and the Company, if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the same terms, and at the same price, as those Relevant Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as possible without involving fractions). *The offer:*
- (a) shall be in writing and give details of the number and subscription price of the Relevant Securities; and
 - (b) may stipulate that any Shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which each is entitled shall, in its acceptance, state the number of excess Relevant Securities (**Excess Securities**) for which they wish to subscribe.
- 4.1.5 Any Relevant Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 4.1.4 shall be used for satisfying any requests for Excess Securities made pursuant to Article 4.1.4. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with Article 4.1.4 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered, subject to Article 4.1.6, to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 4.1.6 Subject to Article 4.1.4, and Article 4.1.5 and to section 80 of the 1985 Act, any Relevant Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

5. VOTING RIGHTS

- 5.1 Subject to any other provisions in these Articles concerning voting rights the Ordinary Shares shall confer on each holder of such shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each Ordinary Share shall carry one vote per share.
- 5.2 Where Shares confer a right to vote, votes may be exercised:
- (a) on a show of hands by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy, in which case, each Shareholder holding Shares with votes shall have one vote; or
 - (b) on a poll by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy, in which case, each Shareholder holding Shares with votes shall have one vote per Share.

6. TRANSFER OF SHARES: GENERAL

- 6.1 In Article 6, Article 7 and Article 8 reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 6.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 6.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have served a Transfer Notice immediately in respect of all Shares held by him.
- 6.4 Any transfer of a Share by way of sale that is required to be made under Article 6, Article 7 and Article 8 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 6.5 In addition to the provisions of Regulation 24 of Table A, the Directors may refuse to register a transfer if it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind, Regulation 24 of Table A shall be modified accordingly.
- 6.6 The Directors may, as a condition to the registration of any transfer of Shares in the Company, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders agreement (or similar document) in force between any of the Shareholders and the Company in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any condition is imposed in accordance with this Article

6.6, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

6.7 To enable the Directors to determine whether or not there has been any disposal of Shares in the capital of the Company (or any interest in Shares in the capital of the Company) in breach of these Articles, the Directors may require any holder, or the legal personal representatives of any deceased holder, or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to provide to the Company with any information and evidence that the Directors request regarding any matter which they deem relevant to that purpose. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in the capital of the Company in writing of that fact and the following shall occur:

- (a) the relevant Shares shall cease to confer on the holder of them (or any proxy) any rights:
 - (i) to vote, whether on a show of hands or on a poll, and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question; or
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares or to any further shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant holder; and
- (b) the holder may be required, at any time following receipt of the notice, to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in Article 6.7(a) may be reinstated by the Board or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 6.7(b).

6.8 Where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within 10 Business Days of a written demand being made, a Deemed Transfer Notice shall be given at the end of that period. If a Transfer Notice is required to be given, or is deemed to have been given, under these Articles, the Transfer Notice shall be treated as having specified that:

- (a) the Transfer of the Sale Shares shall be as agreed between the Board (any Director with whom the Seller is connected (within the meaning of section 252 of the 2006 Act) not voting) and the Seller, or, failing agreement within 10 Business Days after the date on which the Board becomes aware that a Deemed Transfer Notice has been given, the Transfer Price shall be the fair value (as determined in accordance with Article 9) of the Sale Shares;
- (b) there is no Minimum Transfer Condition (as defined in Article 8.2(d)); and

- (c) the Seller wishes to transfer all of the Shares held by it.

7. PERMITTED TRANSFERS

- 7.1 A Shareholder (the **Original Shareholder**) may transfer all or any of his Shares to a Permitted Transferee.

- 7.2 Where Shares are held by the trustees of a Family Trust, the trustees may transfer Shares to:

- (a) the Original Shareholder;
- (b) another Privileged Relation of the Original Shareholder;
- (c) another Family Trust of which the Original Shareholder is the Settlor; or
- (d) to the new (or remaining) trustees upon a change of trustees of a Family Trust

without any price or other restriction.

- 7.3 Notwithstanding any other provision of this Article 7, a transfer of any shares approved by Shareholder Consent may be made without any price or other restriction and any such transfer shall be registered by the Directors.

8. TRANSFER OF SHARES SUBJECT TO PRE-EMPTION

- 8.1 Except where the provisions of Article 7, Article 10 and Article 11 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 8.

- 8.2 A Seller shall, before transferring or agreeing to transfer any Shares, deliver a Transfer Notice to the Company specifying:

- (a) the number of Sale Shares he wishes to sell;
- (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
- (c) the price (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board) (**Transfer Price**); and
- (d) whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to Shareholders (**Minimum Transfer Condition**).

- 8.3 Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn.

- 8.4 A Transfer Notice appoints the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

- 8.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice; or

- (b) where the Transfer Price has not been specified or is not agreed by the Board, or a Deemed Transfer Notice has been served, the determination of the Transfer Price under Article 9,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 8.6. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

- 8.6 The Board shall offer the Sale Shares to all Shareholders other than the Seller (**Continuing Shareholders**), inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (inclusive) (**Offer Period**) for the maximum number of Sale Shares they wish to buy.

If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under Article 8.6 shall be conditional on the fulfilment of the Minimum Transfer Condition.

If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder in the proportion which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

If only some of the Sale Shares are allocated in accordance with Article 8.6, but there are applications for Sale Shares that have not been satisfied, those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in this Article 8.6.

If, at the end of the Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications.

- 8.7 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 8.6 stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

- 8.8 If:

- (a) the Transfer Notice does not include a Minimum Transfer Condition; and
- (b) allocations have been made in respect of all the Sale Shares,

the Board shall, when no further offers are required to be made under Article 8.6, give written notice of allocation (**Allocation Notice**) to the Seller and each Shareholder to whom Sale Shares have been allocated (**Applicant**). The Allocation Notice shall specify the number

of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days but not more than 20 Business Days after the date of the Allocation Notice.

- 8.9 On the service of an Allocation Notice, the Seller shall, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

If the Seller fails to comply with this Article 8.9:

- (a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (ii) receive the Transfer Price and give a good discharge for it; and
 - (iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
- (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

- 8.10 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 8.11 and within 6 weeks following service of the Allocation Notice, the Seller may transfer the balance of any Shares to any person at a price at least equal to the Transfer Price. The sale of such Shares in accordance with this Article 8.10 shall continue to be subject to any Minimum Transfer Condition.

- 8.11 The Seller's right to transfer Shares under Article 8.10 does not apply if the Board reasonably considers that:

- (a) the transferee is a person (or a nominee for a person) who the Directors determine, in their absolute discretion, is a competitor with the business of the Company; or
- (b) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- (c) the Seller has failed or refused to provide promptly information available to it and reasonably requested by the Board to enable it to form the opinion mentioned above.

- 8.12 The restrictions imposed by this Article 8 may be waived in relation to any proposed transfer of Shares with the consent in writing of holders of at least [75%] of the Shares in issue.

9. VALUATION

- 9.1 If no Transfer Price is specified in a Transfer Notice, or if the Transfer Price specified is not agreed by the Board, or if a Deemed Transfer Notice is served, then, on service of the Transfer Notice or, in the case of a Deemed Transfer Notice, on the date on which the Board first has actual knowledge of the facts giving rise to the service of such a notice, the Board shall either:
- (a) request the Auditors to determine the fair value of the Sale Shares; or
 - (b) if the fair value has been determined by the Auditors within the preceding 12 weeks, specify that the fair value of the Sale Shares shall be calculated by dividing that fair value by the number of Sale Shares to which it related and multiplying such fair value by the number of Sale Shares the subject of the Transfer Notice.
- 9.2 The fair value of the Sale Shares shall be determined by the Auditors having regard to the fair value of the Company as a going concern on the basis of a sale between a willing buyer and a willing seller as at the date on which the Transfer Notice was given (or deemed to have been given) with no premium or discount for the size of the shareholding.
- 9.3 The Auditors shall be requested to determine the fair value within 20 Business Days of their appointment and notify the Board of their determination.
- 9.4 The Auditors' determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 9.5 The costs of the Auditors shall be borne by the Seller and the Company in the proportion determined by the Auditors in the case of a Transfer Notice and solely by the Seller in the case of a Deemed Transfer Notice.

10. MANDATORY OFFER ON CHANGE OF CONTROL

- 10.1 After going through the pre-emption procedure set out in Article 8, the provisions of Article 10.2 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person other than a Shareholder at the date of adoption of these Articles (**Buyer**), and any person acting in concert with the Buyer, acquiring a Controlling Interest in the Company.
- 10.2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to the other Shareholders to buy all of the Company's issued Shares for a consideration per Share that is at least equal to the highest price per Share offered or paid

by the Buyer, or any person acting in concert with the Buyer, in the Proposed Transfer (**Specified Price**).

- 10.3 The Offer shall be given by written notice (**Offer Notice**), at least 10 Business Days (**Offer Period**) before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
 - (b) the purchase price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of Shares proposed to be purchased by the Buyer (**Offer Shares**).
- 10.4 If the Buyer fails to make the Offer to all of the Company's Shareholders, the Seller shall not be entitled to complete the sale and the Company shall not register any transfer intended to effect that sale.
- 10.5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- 10.6 The Proposed Transfer is subject to the pre-emption provisions of Article 8, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

11. DRAG ALONG

- 11.1 If the holders of at least 75% of the Shares in issue for the time being (**Selling Shareholders**) wish to transfer all of their interest in Shares (**Sellers' Shares**) to a bona fide arm's length purchaser (**Proposed Buyer**), the Selling Shareholders may require all the other Shareholders (**Called Shareholders**) to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer) directs in accordance with the provisions of this Article (**Drag Along Option**).
- 11.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify that:
- (a) the Called Shareholders are required to transfer all their Equity Shares (**Called Shares**) pursuant to this Article 11;
 - (b) the person to whom the Called Shares are to be transferred;
 - (c) the consideration payable for the Called Shares calculated in accordance with Article 11.4; and
 - (d) the proposed date of the transfer.

- 11.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 10 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 11.4 The Called Shareholders shall sell each Called Share for a consideration per share that is at least equal to the price per share offered or paid by the Proposed Buyer for the Sellers' Shares.
- 11.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 11.
- 11.6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless:
- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise; or
 - (b) that date is less than 3 Business Days after the Drag Along Notice, in which case completion of the sale shall be delayed until the 3rd Business Day after service of the Drag Along Notice.
- 11.7 The rights of pre-emption set out in these Articles shall not apply to any transfer of shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served.
- 11.8 Within 10 Business Days of the Proposed Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company. On the expiration of that 10 Business Day period, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due pursuant to Article 11.4 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 11.4 in trust for the Called Shareholders without any obligation to pay interest.
- 11.9 To the extent that the Proposed Buyer has not, on the expiration of the 10 Business Day period referred to in Article 11.8, put the Company in funds to pay the consideration due pursuant to Article 11.4, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 11 in respect of their Shares unless or until a further Drag Along Notice is served.
- 11.10 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called

Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 11.10.

- 11.11 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company, or on 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. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 11 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

12. DIRECTORS

Unless and until the Company in general meeting determines otherwise, the number of Directors shall not be less than two and no more than ten.

13. DISQUALIFICATION AND PROCEEDINGS AT MEETINGS OF DIRECTORS

- 13.1 In addition to the provisions of Regulation 81 of Table A, the office of Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office should be vacated.
- 13.2 The quorum for the transaction of business at any meeting shall be 2 Directors. If the necessary quorum is not present within half an hour from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 13.3 Any Director who participates in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) that allows all the other Directors present at the meeting (whether in person, alternate or using a communication device) to hear that Director at all times, and that Director to hear all other Directors present at the meeting (by whatever means) at all times, shall be deemed to be present at the meeting and counted in the quorum. A meeting held by these means shall be deemed to take place where the largest number of participants is assembled. In the

absence of a majority, the Chairman's location shall be deemed to be the place of the meeting.

- 13.4 A Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall apply equally to any disclosure to be made under the provisions of this Article 13.4.
- 13.5 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the chairman shall have a second or casting vote.
- 13.6 For a signed resolution under Regulation 93 of Table A to be effective, it shall not be necessary for it to be signed by a Director who is prohibited by these Articles, or by law, from voting on it. Regulation 93 of Table A shall be modified accordingly.

14. OBSERVER AND DIRECTOR APPOINTED BY SES FUND

- 14.1 The SES Fund may, for as long as it is a Shareholder holding Shares representing 3% or more of the Company's issued Shares (and specifically excluding all allocated and unallocated options over Shares), appoint an observer to the Board, and replace the observer from time to time. The observer may attend all meetings of the Board, and of all committees of the Directors, and will receive copies of all board papers as if he were a Director but will not be entitled to vote on any resolutions proposed at a board meeting.
- 14.2 The SES Fund may, for as long as it is a Shareholder holding Shares representing 3% or more of the Company's issued Shares (and specifically excluding all allocated and unallocated options over Shares), appoint any person to be a Director, subject to the SES Fund and the Company, acting reasonably and in good faith, reaching agreement as to appropriate remuneration for such Director in light of the Company's financial circumstances. The SES Fund may replace such Director from time to time.
- 14.3 Each appointment and removal of an observer or Director under this Article 14 will be by notice in writing under hand of the SES Fund and will take effect upon lodgement at the registered office of the Company or on delivery to a meeting of the Directors. Upon any resolution of the Directors to remove a Director appointed under this Article 14, that Director shall be entitled to cast a sufficient number of votes to defeat the resolution; Regulation 81 of Table A and Article 13.5 shall be construed accordingly. Upon any resolution of the members of the Company to remove such a Director, the SES Fund shall be entitled to cast a sufficient number of votes to defeat the resolution."

15. LIEN

The lien conferred by Regulation 8 of Table A shall apply to all Shares of the Company whether fully paid or not, and to all Shares registered in the name of any person

indebted or under liability to the Company, whether he is the sole registered holder of the Shares or one of several joint holders.

16. INDEMNITY

- 16.1 Subject to the Companies Acts, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer or auditor of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings in which judgement is given in his favour, or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him relief from liability for negligence, default, breach of trust or breach of trust in relation to the Company's affairs.
- 16.2 The Company may buy and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs.

17. DATA PROTECTION

- 17.1 Each of the Shareholders and Directors (from time to time) consent to the processing of their personal data by the Company, its shareholders and directors (each a **Recipient**) for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.
- 17.2 Each of the Shareholders and Directors (from time to time) consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.