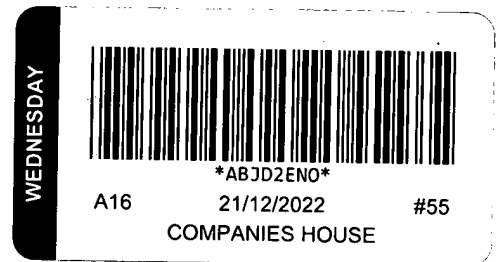


Articles of Association
Private company limited by shares
The Companies Acts 1985 to 2006

Articles of Association of
MedPharm Limited
Company number 3783386



(As adopted by special resolution passed on 28 December 2020)

1. Interpretation

1.1 In these articles

- 1.1.1 “**1985 Act**” means the Companies Act 1985,
- 1.1.2 “**2006 Act**” means the Companies Act 2006,
- 1.1.3 “**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),
- 1.1.4 “**Adoption Date**” means the date of adoption of these Articles of Association,
- 1.1.5 “**Articles**” means the articles of association of the Company as adopted from time to time,
- 1.1.6 “**Asset Sale**” means the sale or transfer of the whole or substantially the whole of the undertaking or assets of the Company or the sale or transfer of any subsidiary of the Company,
- 1.1.7 “**Board**” means the board of directors from time to time,
- 1.1.8 “**Controlling Interest**” means an interest in shares giving the holder or holders control of the Company within the meaning of section 450 of the Corporation Tax Act 2010,
- 1.1.9 “**Eligible Staff**” means any person who is a director, employee or consultant to the Company or any subsidiary of the Company,
- 1.1.10 “**Exit Threshold**”
 - a) means £4 million on or before the date which is 5 years after the Adoption Date,
 - b) means £5 million on or before the date which is more than 5 years after the Adoption Date but less than 8 years after the Adoption Date,
 - c) means £6 million on or after the date which is 8 years after the Adoption Date,
- 1.1.11 “**Founder Member**” means Andrew Muddle, Christopher Marriott, Marc Brown, Gary Martin, and King’s College London,

- 1.1.12 “**G1 Shares**” means G1 Shares of £0.01 each in the capital of the Company,
 - 1.1.13 “**G2 Shares**” means G2 Shares of £0.01 each in the capital of the Company,
 - 1.1.14 “**G Shares**” means G1 Shares and the G2 Shares,
 - 1.1.15 “**Leaver**” means a member who is an employee of the Company or who otherwise provides services and whose contract of employment with the Company or contract for the provision of services terminates for any reason,
 - 1.1.16 “**Ordinary Shares**” means ordinary shares of £0.01 each in the capital of the Company,
 - 1.1.17 “**Privileged Relation**” means the spouse or children of a member,
 - 1.1.18 “**Proceeds of Sale**” means the net consideration payable (including any deferred consideration) whether in cash or otherwise (including without limitation, debt or securities) to those shareholders selling shares pursuant to a Share Sale (following the deduction of transaction costs including, but not limited to, the payment of professional fees),
 - 1.1.19 “**Share Sale**” means the sale of (or the grant of a right to acquire or to dispose of) and shares (in one transaction or a series of transactions) which will result in the purchaser of such shares (or grantee of such right) and persons connected with him (as defined in section 1122 of the *Corporation Tax Act 2010*) gaining a Controlling Interest in the Company, and
 - 1.1.20 “**Table A**” means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended at the date of adoption of these Articles
- 1.2 A reference to any statute or provision of a statute includes any statutory modification or re-enactment of it for the time being in force
 - 1.3 Unless the context otherwise requires, the defined expressions listed in section 744A of the 1985 Act mean the same when used in these Articles Any statutory modification of those expressions after the date of adoption of these Articles is excluded for this purpose
 - 1.4 References to Articles are to paragraphs or sub-paragraphs of these Articles
 - 1.5 The headings in these Articles do not affect the interpretation of them
- 2. **Table A**
 - 2.1 The regulations contained in Table A apply to the Company except insofar as they are excluded by, or are inconsistent with, these Articles
 - 2.2 Regulations 24, 40, 41, 64, 73 to 79 inclusive, 94 to 97 inclusive and 118 of Table A do not apply to the Company
- 3. **Share capital**
 - 3.1 The share capital of the Company at the Adoption Date consists of 430,495 Ordinary Shares, 408,200 G1 Shares (the “**G1 Share Authorised Pool**”) and 2,000,000 G2 Shares (the “**G2 Share Authorised Pool**”)

- 3.2 The Company may not allot or issue any G1 Shares or G2 Shares without the prior written unanimous consent of the Founder Members if the aggregate number of G1 Shares or G2 Shares following such allotment or issue would exceed the G1 Share Authorised Pool or G2 Share Authorised Pool respectively
- 3.3 The unissued shares in the capital of the Company as at the Adoption Date shall be under the control of the directors, who are unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for, or convert securities into, or otherwise deal in, or dispose of, any shares for the benefit of such of the Eligible Staff from time to time as the directors shall determine on such terms and in such manner as the directors think fit, but subject to any agreement binding on the Company, provided that the authority contained in this Article shall be limited to a maximum nominal amount of £4,304.95 Ordinary Shares, £4,082 G1 Shares and £20,000 G2 Shares and shall, unless revoked or varied in accordance with section 551 of the 2006 Act, expire five years from the date of the adoption of these Articles but without prejudice to any offer or agreement made before that date which would or might require the exercise by the directors after that date of their powers in pursuance of this authority
- 3.4 In exercising their authority under Article 3.3 the directors shall not be required to have regard to sections 561 and 562 (inclusive) of the 2006 Act which sections shall not apply to the allotment by the Company of equity securities
- 3.5 The Company may finance a purchase by it of its own shares using cash to the extent permitted by section 692(1)(b) of the 2006 Act
- 3.6 Except as otherwise provided in these Articles, the Ordinary Shares, the G1 Shares and the G2 Shares shall rank *par passu* in all respects but shall constitute separate classes of shares
- 3.7 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company. The G1 Shares and G2 Shares shall not confer any right to receive notice or attend, speak or vote at a general meeting of the Company or to receive or vote on any written resolutions of the Company
- 3.8 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or Company purchase of shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so) as follows
- 3.8.1 where such surplus assets are less than or equal to the Exit Threshold, the surplus assets shall be distributed among the holders of Ordinary Shares pro rata to their respective holdings of Ordinary Shares and for the avoidance of doubt, in such circumstances, the holders of G1 Shares or G2 Shares shall not receive any payment, and
- 3.8.2 where such surplus assets exceed the Exit Threshold, (i) a sum equivalent to the Exit Threshold shall be distributed among the holders of the Ordinary Shares pro rata to their respective holdings of Ordinary Shares, (ii) 20% of the balance of the surplus assets shall be distributed to the holders of G1 Shares pro rata to their respective holdings of G1 Shares and (iii) 80% of the balance of the surplus assets shall be distributed to the holders of G2 Shares pro rata to their respective holdings of G2 Shares

- 3.9 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 3.8 (and references to “surplus assets” in Article 3.8 shall be construed as references to “Proceeds of Sale”) and the directors shall not register any transfer of shares if the Proceeds of Sale are not so distributed save in respect of any shares not sold in connection with that Share Sale, provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale
- 3.9.1 the directors shall not be prohibited from registering the transfer of the relevant shares so long as the Proceeds of Sale that are settled upon completion have been distributed in the order of priority set out in Article 3.8, and
- 3.9.2 the Shareholders shall take any action required by the Board to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 3.8
- 3.10 In the event of a Share Sale which results in the G Shares not being entitled to any Proceeds of Sale following a distribution in accordance with Article 3.8, then a holder of G Shares shall sell and transfer all the G Shares held by him to the relevant purchaser at par value. If the holder of G Shares fails to sell such G Shares, he shall be deemed to appoint any person nominated for such purpose by the Board to be his agent to sign or execute all necessary documents and take all necessary actions to give effect to the sale of such shares
- 3.11 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 3.8 as if such Asset Sale was a liquidation, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by the Board (including, but without prejudice to the generality of this Article 3.11, actions that may be necessary to put the Company into voluntary liquidation so that Article 3.8 applies)
- 3.12 Unless otherwise determined by the Founder Members (acting unanimously) the G Shares shall have no right to participate in dividends

4. Lien

The lien conferred by regulation 8 of Table A will attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the Company, for the amount of his debt or liability. The registration of a transfer of a share will operate as a waiver of any lien of the Company on that share

5. Transfer of shares

- 5.1 The directors may, in their absolute discretion and (unless required by law) without giving any reason, decline to register any transfer of any share, whether or not it is a fully paid share, provided that, save as set out in Article 5.2, the directors must register
- 5.1.1 a transfer of any share to another member in accordance with Article 6 (*Offer-Round Procedure*),
- 5.1.2 the transfer of any share pursuant to Article 8 (Tag-Along Rights) or Article 9 (*Drag-Along Rights*), and

5.1.3 a transfer by a Founder Member to a Privileged Relation (provided that a member to whom shares have been transferred pursuant to this Article 5.1.3 may not himself transfer shares to a Privileged Relation except if the transfer is back to the member from whom he originally received the shares)

5.2 No G2 Shares shall be transferred unless the transfer

5.2.1 is a compulsory transfer made in accordance with Article 7 (*Deemed Transfers*),

5.2.2 is agreed by the Board, or

5.2.3 is pursuant to Article 8 (*Tag-Along Rights*) or Article 9 (*Drag-Along Rights*), or

5.2.4 is a buy back of shares by the Company

5.3 Notwithstanding anything contained in these Articles, the Directors of the Company may not decline to register any transfer of shares in the Company and may not suspend any registration thereof and no prior consent of the Company's holding company shall be required, where that transfer is:

5.3.1 to a Secured Party and/or a company or other entity to whom such shares are transferred at the direction of a Secured Party and/or a Receiver;

5.3.2 delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or

5.3.3 executed by a Secured Party or a Receiver pursuant to the power of sale or otherwise under such security,

and, furthermore, notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company (or proposed transferor of those shares) and no Secured Party or a Receiver shall be required to offer the shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not. Furthermore, notwithstanding anything contained in these Articles, where a security interest has been granted over any share in favour of a Secured Party, such share shall be exempt from all liens (whether present or future) in favour of the Company that would arise pursuant to these articles of association or otherwise and the Company and the Directors shall not be entitled to exercise any lien which the Company has in respect of those shares.

5.4 In Article 5.3 above:

5.4.1 a "**Secured Party**" means a bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to which a security interest (including by way of mortgage or charge) has been granted over shares in the Company and any affiliate of any such person, an agent or trustee acting for any such person or such affiliate or a nominee of any of the foregoing; and

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

6. Offer-round procedure

6.1 Transfer notice

- 6.1.1 Any member who intends to transfer any shares (other than by way of a transfer to a Privileged Relation permitted by Article 5.1.3 or under Article 5.2.2 or pursuant to a transfer to which the provisions contained in Article 8 (*Tag-Along Rights*) or Article 9 (*Drag-Along Rights*) apply) (the “Seller”) must inform the directors of his intention by a written notice (“**Transfer Notice**”)

- 6.1.2 The Transfer Notice must specify the proposed price for each of the shares held by the Seller

6.2 Effect of transfer notice

- 6.2.1 A Transfer Notice will constitute the Company (by its board of directors) as the Seller’s agent for the sale of all (and not some only of) the shares held by the Seller (the “**Sale Shares**”), together with all rights then attached to them, on the terms of this Article 6

- 6.2.2 Any sale and/or transfer of shares pursuant to this Article 6 shall be on terms that the shares are transferred with full title guarantee, free from all encumbrances and with the benefit of all rights attaching to them

- 6.2.3 Within 14 days after the receipt of any Transfer Notice

- a) the directors must serve a copy of the Transfer Notice on the following, being the members (other than the Seller) entitled to apply to purchase such shares
 - (i) in respect of any Sale Shares which are Ordinary Shares, the holders of Ordinary Shares, and
 - (ii) in respect of any Sale Shares which are G1 Shares, the holders of G1 Shares, and
 - (iii) in respect of any Sale Shares which are G2 Shares, if the Board so determines, any Eligible Staff that the Board may nominate for this purpose or any trust whose beneficiaries are the employees of the Company

- 6.2.4 A Transfer Notice is irrevocable without the written consent of all the members eligible to receive a copy of the Transfer Notice pursuant to Article 6.2.3, unless before the expiry of seven days after the price has been fixed, the Seller revokes it in writing or unless he revokes it in accordance with Article 6.5.4 If a Seller revokes a Transfer Notice, he may not subsequently transfer any shares (or any interest in them) otherwise than in accordance with these Articles

6.3 *Transfer price*

6.3.1 The price of each of the Sale Shares (the “**Transfer Price**”) shall be such price as is agreed in writing between the directors and the Seller or, in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within one month of the date of the Transfer Notice, such price as is determined in accordance with Article 6.8

6.3.2 The Transfer Price will be conclusive and binding on all parties

6.4 *Offers to buy*

6.4.1 Within a period of 21 days after the agreement or determination (as the case might be) of the Transfer Price (unless the Seller has revoked the Transfer Notice under Article 6.2.4) the directors must either

- a) invite each member eligible to apply to purchase Sale Shares pursuant to Article 6.2.3 in writing to make an offer in writing within 28 days of the date of such invitation (the “**Offer Period**”), stating the number of Sale Shares (of the class of shares for which he is entitled to apply pursuant to Article 6.2.3) which he or it is willing to purchase at the Transfer Price in which case Articles 6.5 and 6.6 shall apply, and
- b) notify the Seller that, subject to the approval of the shareholders (and compliance with the applicable statutory procedures), the Company wishes to purchase all of the Seller’s shares or all of a particular class of the Seller’s shares and as soon as reasonably practicable, convene a general meeting to consider, or circulate by way of written resolution, a resolution to approve the purchase and Article 6.6 shall apply

6.4.2 An offer made in accordance with Article 6.4.1a) will constitute an irrevocable offer to purchase some or all of the Sale Shares of the class for which the relevant shareholder is entitled to apply pursuant to Article 6.2.3 at the Transfer Price

6.5 *Sale and purchase*

6.5.1 After the expiration of the Offer Period, and providing that members entitled to apply for shares pursuant to Article 6.2.3 have stated their willingness to purchase all of the Sale Shares, the directors must proceed to divide the Sale Shares among the members who are willing to purchase them (“**Buyers**”)

6.5.2 In the case of competition, the division shall be made between each Buyer as nearly as possible in proportion to the nominal value of the Buyers’ existing holdings of the relevant class(es) of shares at the close of business on the day of the Transfer Notice, except that no Buyer will be bound to accept more Sale Shares than the number of Sale Shares notified by him/it to the directors as above

6.5.3 Any number of Sale Shares not being capable of being divided equally shall be allocated among the Buyers by resolution of the directors

6.5.4 If after the expiration of the Offer Period members eligible to apply for shares pursuant to Article 6.2.3 have not stated their willingness to purchase all of the Sale Shares, the

Company may determine that it wishes to purchase all of the Seller's shares or all of a particular class of the Seller's shares in which case the provisions of Article 6.7 shall apply. If the Company does not so determine, the directors shall notify the Seller who shall be entitled to revoke the Transfer Notice or, where members entitled to apply for shares pursuant to Article 6.2.3 have stated their willingness to purchase some of the Sale Shares, to proceed with the sale of those Sale Shares to the Buyers provided that for the avoidance of any doubt in such circumstances the Seller shall not be entitled to sell any of the Sale Shares which the other members are not willing to buy to a third party.

6.6 *Completion*

- 6.6.1 On being given written notice by the directors of the division pursuant to Articles 6.5.1 and 6.5.2, the Seller shall be bound to transfer the Sale Shares to the Buyers) on payment of the Transfer Price to the Company (to be held on trust for the Seller)
- 6.6.2 The Buyer(s) shall pay the Transfer Price by direct transfer of cleared funds to a United Kingdom bank account notified to them by the directors
- 6.6.3 The transfer shall be completed at a place and time to be appointed by the directors, not being less than three days nor more than ten days after the date of the directors' notice
- 6.6.4 If the Seller fails to transfer any Sale Shares to a Buyer, the chairman of the board of directors for the time being, or failing him another person nominated for that purpose by the Buyer's), will be deemed to be the duly appointed agent of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller a transfer or transfers of the Sale Shares to the Buyer(s)
- 6.6.5 On the completion of the transfer, the directors must pay the consideration to the Seller and (subject to due stamping) register the transfer(s)

6.7 *Completion of a purchase of own shares*

- 6.7.1 Completion of a purchase of the Sale Shares by the Company pursuant to Article 6.4.1b) or Article 6.5.4 shall take place as soon as reasonably practicable following the approval of the purchase by the shareholders. If the shareholders do not approve the purchase of the Sale Shares the directors will forthwith issue an invitation in accordance with Articles 6.4.1a) and follow the procedure set out in Articles 6.5 and 6.6
- 6.7.2 If the Seller fails to transfer any Sale Shares to the Company or to sign any documentation as shall be reasonably required to complete the sale of shares to the Company, the chairman of the board of directors for the time being, or failing him another person nominated for that purpose by the directors, will be deemed to be the duly appointed agent of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller a transfer or transfers of the Sale Shares to the Company and such other documentation as shall be reasonably required to complete the sale of shares to the Company

6.8 *Price in default of agreement*

- 6.8.1 In default of agreement under Article 6.2.4, the directors and the Seller shall soon as practicable instruct an independent firm of chartered accountants and registered auditors ("the **Independent Accountants**") to assess the Transfer Price in accordance with

Article 6.9 and Article 6.10, provided that if within 14 days they cannot agree on the appointment of the Independent Accountants the appointment shall be made by the President of the Institute of Chartered Accountants in England and Wales on the application of the directors or the Seller

- 6.8.2 The Transfer Price shall be the fair market value of the Sale Shares (“the **Fair Value**”) determined in accordance with Article 6.9

6.9 *Determination of fair value*

- 6.9.1 The Fair Value shall be the open market value of the Sale Shares as between a willing buyer and a willing seller contracting on arm’s length terms and on the assumption that the Sale Shares are capable of transfer without restriction
- 6.9.2 Unless the Seller is a Bad Leaver the Independent Accountants shall disregard the fact that the Sale Shares to be valued may represent a minority interest in the share capital of the Company and (as the case may be) that as a result of the sale a purchaser may acquire a controlling interest in the Company If the Seller is a Bad Leaver the Independent Accountants shall not disregard the fact that the Sale Shares represent a minority as aforesaid

6.10 *Procedure for determination*

- 6.10.1 The directors shall take all reasonable steps to procure that the Independent Accountants determine the Fair Value within 56 days of being instructed to do so
- 6.10.2 The Independent Accountants shall (subject as above) act as experts and not as arbitrators and their determination shall be final and binding on the members (in the absence of fraud or manifest error)
- 6.10.3 The directors shall procure that the Independent Accountants promptly send to the Seller and the other members holding shares a copy of the Independent Accountants’ written determination of the Fair Value when given
- 6.10.4 The Independent Accountants’ costs (including disbursements and value added tax) shall be paid by the Seller unless the Independent Accountants (taking account of the conduct of the parties) otherwise direct
- 6.10.5 The Independent Accountants shall be given access to all accounting records and other relevant documents of the Company and all such other facilities and information as they may reasonably require for the purposes of their determination, on a confidential basis where appropriate

6.11 *Interpretation*

In this Article 6

- 6.11.1 references to transferring shares or the sale of shares include the disposal of any interest in, and the grant of contractual rights or options over or in respect of, such shares,

- 6.11.2 references to a “**Seller**” are to be construed, in relation to any deceased or bankrupt member, as a reference to his legal representatives, and
- 6.11.3 references to a “**Bad Leaver**” shall mean a member who is a Leaver whose employment has been terminated by the Company other than by reason of redundancy or by reason of the inability of the employee to perform his duties because of illness or injury and who (as a consequence of such termination) has become a Leaver

7. Deemed transfers

- 7.1 For the purposes of this Article 7, the following will be deemed to be a “**Relevant Event**” in relation to the member concerned

- 7.1.1 a sale or other disposition of any beneficial interest in a share (whether or not for any consideration) by a member otherwise than in accordance with the provisions of Articles 5, 6, 8 or 9 and whether or not made in writing,
- 7.1.2 the bankruptcy of a member,
- 7.1.3 a member (other than a Founder Member) becoming a Leaver at any time,
- 7.1.4 any chargee enforcing any charge created by a member over any shares

- 7.2 If a Relevant Event occurs (unless the Board shall agree otherwise)

- 7.2.1 the member concerned shall be deemed immediately prior to the event to have given a Transfer Notice in respect of all shares held by that member, and
- 7.2.2 any Privileged Relation to whom the member concerned has transferred shares shall be deemed to have served a Transfer Notice in respect of shares which that Privileged Relation has received from the member concerned

- 7.3 If any Transfer Notice is deemed to have been given under Article 7.2

- 7.3.1 subject to Article 7.3.2, the deemed Transfer Notice shall take effect on the basis that it does not state a price for the Sale Shares,
- 7.3.2 in the case of a Leaver (other than a Founder Member) holding G2 Shares, the price for the Sale Shares shall be the nominal value of such shares, and
- 7.3.3 Article 6.2.4 shall not apply in so far as it entitles a Seller to revoke a Transfer Notice

- 7.4 If a Transfer Notice in respect of any share is deemed to have been given under this Article 7 and the circumstances are such that the directors (as a whole) are unaware of the facts giving rise to it, the directors will be deemed to have received the Transfer Notice on the date on which the directors (as a whole) actually become aware of the facts giving rise to it The provisions of this Article 7 are to apply accordingly

8. Tag Along Rights

- 8.1 If any one or more of the members who collectively hold 75% or more of the issued Ordinary Shares in the Company (the “**Proposed Transferors**”) proposes to transfer in one or a series of

related transactions any Ordinary Shares (the “**Proposed Transfer**”) which would, if put into effect, result in a third party (and persons Acting in Concert with such third party) (the “**Proposed Purchaser**”) acquiring at least 75% of the issued Ordinary Shares in the Company then, the Proposed Transferors must, before making the proposed transfer, procure the making by the Proposed Purchaser of an offer (the “**Offer**”) to the other shareholders (the “**Remaining Shareholders**”) to acquire all of the shares for a consideration per share the value of which is at least equal to the consideration per share offered to the Proposed Transferors, subject always to the division of proceeds rules set out in Article 3.8 For the avoidance of doubt, an Offer shall not fail to comply with this Article by reason of the fact that certain shareholders may (in their capacity as directors or employees of the Company or any of its subsidiaries) receive other payments or benefits in connection with the Offer which are not available for all shareholders

- 8.2 The Offer must be given by written notice (a “**Proposed Sale Notice**”) at least 30 Business Days (the “**Tag Along Offer Period**”) prior to the proposed sale date (“**Proposed Sale Date**”) The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of shares proposed to be purchased by the Proposed Purchaser (the “**Proposed Sale Shares**”)
- 8.3 If any Remaining Shareholder is not given the rights accorded him by this Article, the Proposed Transferors will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect
- 8.4 If the Offer is accepted by Remaining Shareholder (an “**Accepting Shareholder**”) within the Tag Along Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the shares held by Accepting Shareholders
- 8.5 For the avoidance of doubt, the Proposed Transfer is subject to the pre-emption provisions of Article 6 but the purchase of the Accepting Shareholders’ shares shall not be subject to Article 6

9. Drag Along Rights

- 9.1 If any one or more of the members who collectively hold 75% or more of the issued Ordinary Shares in the Company (“the **Vendors**”) propose to sell the legal or beneficial interest in their entire holding of Ordinary Shares on arms’ length terms to a person (or persons Acting in Concert) with whom none of them is connected (as defined in Section 1122 Corporation Tax Act 2010) (“the **Proposed Transferee**”) the Vendors shall have the option to compel the holders of the remaining shares (“the **Called Shareholders**”) to sell and transfer all their shares (“**Called Shares**”) to the Proposed Transferee (or to the Proposed Transferee’s nominee) in accordance with the provisions of this Article (the “**Drag Along Right**”) (the “**Drag Along**”)
- 9.2 The Drag Along Right may be exercised by the Vendors serving written notice to that effect (“the **Drag Along Notice**”) on the Called Shareholders at any time before the transfer of the Vendors’ shares The Drag Along Notice shall specify that
 - 9.2.1 the Called Shareholders are required to transfer all their Called Shares under this Article,
 - 9.2.2 the person to whom they are to be transferred,
 - 9.2.3 the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article 9),

9.2.4 the proposed date of transfer, and

9.2.5 any form of sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with the proposed transfer ("**Sale Agreement**")

No Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article 9

- 9.3 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Vendors do not transfer their entire holdings of shares to the Proposed Transferee or its nominee not later than 60 days after the date specified as the date for completion of the sale and purchase of shares in the Drag Along Notice
- 9.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell their Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Transferee were distributed to the holders of the Called Shares and the Vendors in accordance with the provisions of Article 3.9 (the "**Drag Consideration**") For the avoidance of doubt, a Drag Along offer shall not fail to comply with this Article by reason of the fact that certain shareholders may (in their capacity as directors or employees of the Company or any of its subsidiaries) receive other payments or benefits in connection with the transaction which are not available for all shareholders
- 9.5 In respect of a transaction that is the subject of a Drag Along Notice, a Called Shareholder shall only be obliged to undertake to transfer all his shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into any relevant document (including without limitation the Sale Agreement) and the full title guarantee of the shares held by such Called Shareholder
- 9.6 Within 10 days of service of the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the "**Drag Completion Date**"), each Called Shareholder shall deliver to the Company duly executed stock transfer forms for its shares in favour of the Proposed Transferee, the relevant share certificate(s) or a duly executed indemnity for lost share certificate in a form acceptable to the Board) and a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company (together the "**Drag Documents**")
- 9.7 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Proposed Purchaser, the Drag Consideration that is due to the extent the Proposed Purchaser has paid such consideration to the Company The Company's receipt of the Drag Consideration shall be a good discharge to the Proposed Purchaser The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest
- 9.8 To the extent that the Proposed Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant shares and the Called Shareholders shall have no further rights or obligations under this Article 9 in respect of their shares
- 9.9 If any Called Shareholder fails deliver the Drag Documents for its shares to the Company on the Drag Completion Date, fails to complete the sale of any of his shares pursuant to the Drag Along

or otherwise fails to take any action required of it under the terms of the Drag Along, the directors of the Company (or any of them) shall be constituted the agent of such Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 9 and the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser or its nominee to the extent the Proposed Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's shares. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.

- 9.10 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 so acquired to the Proposed 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 immediately on the Drag Along Notice being deemed served on the New Shareholder.
- 9.11 For the avoidance of doubt, a transfer of shares pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 6.

10. Information concerning shareholdings and transfers

- 10.1 The directors may require any Specified Person to provide the Company with such information and evidence as they may reasonably require to ensure that a transfer of shares is duly authorised under these Articles or that no circumstances have arisen as a result of which a Transfer Notice is deemed to have been given.
- 10.2 If a request is made under Article 10.1 and the Specified Person on whom the request is made fails to provide the information or evidence requested to the reasonable satisfaction of the directors making the request within a reasonable time, those directors may
- 10.2.1 refuse to register any transfer in question, or
- 10.2.2 (as the case may be) serve a notice on the member stating that the member will not in relation to all shares held by that member be entitled to be present or to vote in person or by proxy at any general meeting of the company or any meeting of the holders of shares of that class or to receive dividends on the shares until the requested evidence or information has been provided to the satisfaction of those directors.
- 10.3 For the purposes of Articles 10.1 and 10.2, a "**Specified Person**" means any member, the legal representatives of a deceased member, the liquidator, receiver or administrator of any corporate member or a person named as transferee in any transfer lodged for registration.

11. Annual General Meeting

The Company shall hold a general meeting as its annual general meeting within 10 months of the day following its accounting reference date.

12. Proceedings at General Meetings

- 12.1 No business shall be transacted at any meeting unless a quorum is present Two or more persons each being a member or a proxy for a member or a duly authorised representative of a corporation who between them hold together over 50% of the issued Ordinary Shares, entitled to vote upon the business to be transacted, shall be a quorum
- 12.2 If such a quorum is not present within half an hour of the appointed time for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine

13. Directors Powers

- 13.1 None of the matters listed below shall have any force or effect as regards the Company nor as regards any subsidiary of the Company for the time being (in so far as the directors can secure the compliance of such subsidiaries with the provisions of this Article by exercising all voting rights as directors, shareholders or employees of the Company) unless approved by a Specified Majority
- 13.1.1 the allotment, issue, redemption or granting of options over any of its shares other than in accordance with Article 3.3,
- 13.1.2 the acquisition of or making of any investment in another company or business or incorporation of any subsidiary,
- 13.1.3 the making of a material change to the nature of the business of the Company or any subsidiary,
- 13.1.4 the entering into of any partnership or joint venture,
- 13.1.5 the entering into of any contract which is not in the ordinary course of business and on an arm's length basis,
- 13.1.6 the sale of the whole or a substantial part of the undertaking or assets of the Company or of any subsidiary, and
- 13.1.7 the disposal of a controlling interest in a subsidiary of the Company
- 13.2 For the purposes of Article 13.1a) matter shall be deemed to have been approved by "a Specified Majority" if it is approved by a majority of not less than 75% at a duly convened general meeting of the Company or if it is approved by way of a written resolution which is passed by members representing not less than 75% of the total voting rights of all members eligible to vote

14. Number of directors

- 14.1 Unless and until otherwise determined by ordinary resolution, the number of directors
- 14.1.1 is to be not less than two; and
- 14.1.2 is not subject to any maximum

15. Appointment and retirement of directors

- 15.1 The Company may by ordinary resolution appoint a person who is willing to act as a director either to fill a vacancy or as an additional director
- 15.2 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director. The appointment must not cause the number of directors to exceed any maximum number of directors that has been fixed by ordinary resolution
- 15.3 At the first annual general meeting after the adoption of these Articles and each subsequent annual general meeting one-third of the directors shall retire by rotation or if the number of directors is not three or a multiple of three the number nearest to one-third shall retire from office
- 15.4 Subject to the provisions of the 1985 Act and the 2006 Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment but as between person who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree between themselves) be determined by lot
- 15.5 If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall only be reappointed if it is resolved that he should be reappointed

16. Disqualification of directors

Regulation 81 of Table A is to be read and construed as if the office of a director is vacated if he is removed from office in accordance with these Articles

17. Proceedings of directors

- 17.1 Directors participating in a meeting of directors or of a committee of directors
 - 17.1.1 must participate at the same time, but may be in different places, and
 - 17.1.2 may communicate with each other by any means
- 17.2 Participation in a meeting in the manner referred to in Article 17.1.1 will be deemed to constitute presence in person at the meeting. The meeting will be deemed to be held at the place where the chairman of the meeting is

18. Proceedings of directors

- 18.1 Provided (if these Articles so require) that he has declared to the directors, in accordance with the provisions of these Articles, the nature and extent of his interest, a director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind, namely
 - 18.1.1 where a director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the company or any other undertaking in which the company is in any way interested,
 - 18.1.2 where a director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in,

any body corporate promoted by the company or in which the company is in any way interested,

- 18.1.3 where a director (or a person connected with him) is a shareholder in the company or a shareholder in, employee, director, member or other officer of, or consultant to, a parent undertaking of, or a subsidiary undertaking of a parent undertaking of, the company (as such terms are defined in section 1162 of the 2006 Act),
 - 18.1.4 where a director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) under the company or body corporate in which the company is in any way interested,
 - 18.1.5 where a director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the company or any body corporate in which the company is in any way interested,
 - 18.1.6 where a director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the company or in which the company is in any way interested of which he is a director, employee or other officer acts) in a professional capacity for the company or any body corporate promoted by the company or in which the company is in any way interested (other than as auditor) whether or not he or it is remunerated for this,
 - 18.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or
 - 18.1.8 any other interest authorised by ordinary resolution
- 18.2 For the purposes of this Article, an interest of which a director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his
- 18.3 In any situation permitted by this Article (save as otherwise agreed by him) a director shall not by reason of his office be accountable to the company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit
- 18.4 Any authority given in accordance with section 175(4)(b) of the 2006 Act in respect of a director (“**Interested Director**”) who has proposed that the directors authorise his interest (“**Relevant Interest**”) pursuant to that section may, for the avoidance of doubt
- 18.4.1 be given on such terms, and subject to such conditions or limitations as may be imposed by the authorising directors as they see fit from time to time, including, without limitation
 - 18.4.2 restricting the Interested Director from voting on any resolution put to a meeting of the directors or of a committee of the directors in relation to the Relevant Interest,
 - 18.4.3 restricting the Interested Director from being counted in the quorum at a meeting of the directors or of a committee of the directors where such Relevant Interest is to be discussed, or

- 18.4.4 restricting the application of the provisions in Articles 18.5 and 18.6, so far as is permitted by law, in respect of such Interested Directors,
- 18.4.5 be withdrawn, or varied at any time by the directors entitled to authorise the Relevant Interest as they see fit from time to time, and an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising directors pursuant to section 174(4)(b) and this Article 18
- 18.5 Subject to Article 18.6 (and without prejudice to any equitable principle or rule of law which may excuse or release the director from disclosing information, in circumstances where disclosure may otherwise be required under this Article), if a director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the company, he shall not be required
 - 18.5.1 to disclose such information to the company or to the directors, or to any director, officer or employee of the company, or
 - 18.5.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a director
- 18.6 Where such duty of confidentiality arises out of a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company, Article 18.5 shall apply only if the conflict arises out of a matter which falls within Article 18.1 or has been authorised under section 175(5)(a) of the 2006 Act (subject to any restrictions imposed by the authorising directors)
- 18.7 Where a director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the director may take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the directors for the purpose of or in connection with the situation or matter in question, including without limitation
 - 18.7.1 absenting himself from any discussions, whether in meetings of the directors or otherwise, at which the relevant situation or matter falls to be considered, and
 - 18.7.2 excluding himself from documents or information made available to the directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information
- 18.8 Subject to section 182 of the 2006 Act, a director shall declare the nature and extent of any interest permitted by Article 18.1 at a meeting of the directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the 2006 Act or in such other manner as the directors may determine, except that no declaration of interest shall be required by a director in relation to an interest
 - 18.8.1 falling under Article 18.1.7

- 18.8.2 if, or to the extent that, the other directors are already aware of such interest (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware), or
- 18.8.3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the 2006 Act) that have been or are to be considered by a meeting of the directors, or by a committee of directors appointed for the purpose under these Articles
- 18.9 Provided (if these Articles so require) that he has declared to the directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the directors in authorising a Relevant Interest), a director may vote at a meeting of the directors or of a committee of the directors on any resolution concerning a matter in which he has an interest, whether a direct or indirect interest, or in relation to which he has a duty, and shall also be counted in reckoning whether a quorum is present at such a meeting
- 18.10 Subject to section 239 of the 2006 Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article
- 18.11 For the purposes of this Article
 - 18.11.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties,
 - 18.11.2 the provisions of section 252 of the 2006 Act shall determine whether a person is connected with a director, and
 - 18.11.3 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified

19. The seal

Regulation 101 of Table A will only apply if the Company has a common seal Whether it does or not, a share certificate may be executed under section 36A(4) of the 1985 Act instead of being sealed Regulation 6 of Table A is modified accordingly

20. Notices

- 20.1 In regulation 112 of Table A, the words first class are to be inserted before the words post in a prepaid envelope
- 20.2 Any notice to a member will be deemed to be given
 - 20.2.1 if sent by first class post, the day after the day it was put in the post,
 - 20.2.2 if delivered ,by hand or left at a registered address, the day on which it was so delivered or left,

20.2.3 if contained in an electronic communication, at the expiration of 24 hours after the time it was sent (and for this purpose section 1147(5) of the 2006 Act is excluded)

20.3 The third sentence of regulation 115 of Table A does not apply to the Company

21. Qualifying third party indemnity provision

21.1 Subject to the following provisions of this Article 21, a relevant director may be indemnified out of the Company's assets against any liability incurred by him to a person other than the Company, or an associated company of the Company, in connection with any negligence, default, breach of duty or breach of trust in relation to the Company

21.2 A relevant director may not be indemnified against

21.2.1 any fine imposed in criminal proceedings,

21.2.2 any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising),

21.2.3 any liability incurred in defending criminal proceedings in which he is convicted, and the conviction is final,

21.2.4 any liability incurred in defending any civil proceedings brought by the Company, or an associated company, in which a final judgment is given against him,

21.2.5 any liability incurred in connection with an application for relief in which the court refuses to grant him relief, and the refusal is final, or

21.2.6 any other liability, if an indemnity against it would fail to meet the requirements for the time being of qualifying third party indemnity provision (within the meaning of the 2006 Act for these purposes)

21.3 The reference to an application for relief is to any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

21.4 A conviction, judgment or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect

21.5 For the purposes of this Article

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

21.5.2 a "**relevant director**" means any director or former director of the Company

21.6 This Article is without prejudice to any other lawful indemnity to which a relevant director may for the time being be entitled

22. Liability insurance

- 22.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss
- 22.2 In this Article
- 22.2.1 a “**relevant officer**” means any director or former director of the Company, and any other officer or employee or former officer or employee of the Company (but not its auditors), and
- 22.2.2 a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company or any associated company (within the meaning of Article 21.5.1) of the Company