

Registered Number: 3789926

THE COMPANIES ACT 1985

SPECIAL RESOLUTIONS

of

NETDECISIONS HOLDINGS LIMITED

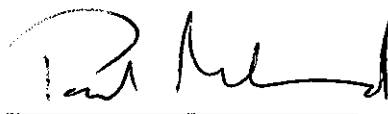
AT AN EXTRAORDINARY GENERAL MEETING of the Company duly convened and held on 13th May 2002 the following resolutions were duly passed as special resolutions:

SPECIAL RESOLUTIONS

1. THAT, subject to and conditional upon the Company having obtained the agreement or consent of not less than one half of the holders of the Relevant Options to the termination of the "Employee Offer" provisions as prescribed by clause 9 of the subscription agreement between (inter alia) the Company and Marconi Corporation plc dated 6 September 2000 (and subject to resolution 2 below being duly passed), 17,128,381 Ordinary shares of £0.0025 each in the capital of the Company registered in the name of Marconi Corporation plc be and are hereby re-designated as Deferred Shares of £0.0025 each in the capital of the Company on a one for one basis, having rights as set out in the new articles of association to be adopted pursuant to resolution 2 below.
2. THAT, subject to and conditional upon the Company having obtained the agreement or consent of not less than one half of the holders of the Relevant Options to the termination of the "Employee Offer" provisions as prescribed by clause 9 of the subscription agreement between (inter alia) the Company and Marconi Corporation plc dated 6 September 2000, the Articles of Association contained in the document attached to this written resolution and marked "A" be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of its existing Articles of Association.

For the purposes of the above resolutions, "Relevant Options" means employee share options granted to employees of the Company or any member of its corporate group, on terms such that the right of the holders to exercise vests (in whole or in part) prior to 30 November 2002.

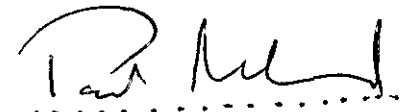
Dated: 14th May 2002



Director



Certified a true copy.



Paul Morland

Director. 14/5/02

ARTICLES OF ASSOCIATION
(adopted on 13th May 2002)

of

NETDECISIONS HOLDINGS LIMITED
(Registered number: 3789926)

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD

T +44(0)20 7367 3000
F +44(0)20 7367 2000

NEW ARTICLES OF ASSOCIATION
(adopted by Special Resolution on 13th May 2002)

of

NETDECISIONS HOLDINGS LIMITED

1. Interpretation

- 1.1 Subject as provided in article 1.2, the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) (save to the extent as may be excluded or modified or extended by or be inconsistent with these articles of association) shall, together with the following regulations, constitute the articles of association of the Company.
- 1.2 Regulations numbered 25, 73 to 77 (both inclusive), 80 and 118 in Table A shall not apply to the Company.
- 1.3 In these articles:
- 1.3.1 headings are used for convenience only and shall not affect the construction hereof;
- 1.3.2 words and expressions which are defined in Table A shall bear the same meaning where used herein and, unless the context otherwise requires or save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Act (but excluding any statutory modification thereof not in force when these Articles were first adopted by the Company). For the avoidance of doubt, in relation to Shares, "interest" shall bear the meaning set out in Part VI of the Act, including section 203 of the Act;
- 1.3.3 in the event of there being any conflict or inconsistency between any provision in Table A which is applicable to the Company and any provision set forth herein the latter shall prevail;
- 1.3.4 the following words and expressions shall have the following meanings:
- the "Act" means the Companies Act 1985 and every statutory modification or re-enactment thereof and statutory instrument relevant thereto or derived therefrom for the time being in force
- "Affiliate" means in respect of any person:
- such person's holding company or subsidiary or a subsidiary of such person's holding company; and/or
 - any person connected with such person (and "connected with" bears the meaning set out in section 839 of ICTA); and/or

- any company under the control of such person (and “control” bears the meaning set out in section 840 of ICTA); and/or

- any associated company of such person (and “associated company” bears the meaning set out in section 416 of ICTA); and/or

- (in the case of a Westpool Investor or a Charterhouse Investor) any person which is a limited partner of any such person or which is a partnership in which such person is a limited partner and in either case is also a Westpool Investor or a Charterhouse Investor (as the case may be) (other than by operation of this paragraph);

“Associate” means the meaning ascribed thereto in article 6.1.1

“these Articles” means these articles of association as amended from time to time by special or written resolution

“Charterhouse Investors” means Charterhouse General Partners (VI) Limited and its Affiliates which from time to time hold Shares

“Controlling Interest” means the ownership or control (directly or indirectly) of more than fifty per cent of the voting share capital of the Company

“Deferred Shares” means the Deferred Shares of 0.25 pence each in the capital of the Company

the “Directors” means the directors for the time being of the Company as a body, or a quorum of the Directors present at a meeting of the Directors

the “Founders” means Manoj Badale and Charles Mindenhall

“Group Company” means the Company and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company (and “Group” shall be construed accordingly)

“ICTA” means the Income and Corporation Taxes Act 1988

“Listing” means the admission of all or any of the ordinary share capital of the Company to the Official List of the UK Listing Authority becoming effective in accordance with the Listing Rules of the UK Listing Authority and being admitted to trading on the London Stock Exchange’s market for listed securities or the admission of the same to trading on the Alternative Investment Market of the London Stock Exchange plc or the admission of the same to, or the grant of permission by, any like authority for the same to be traded on any other recognised investment exchange (as defined in section 207 of the Financial Services Act 1986) or on EASDAQ, The New York

Stock Exchange, NASDAQ or the Frankfurt Neuer Market or any equivalent or similar share market

“Marconi” means Marconi Corporation plc

“Marconi Group” means Marconi plc (a company registered in England under number 3846429) and its wholly-owned subsidiaries and its ultimate holding company and any wholly-owned subsidiaries of such holding company from time to time

“Marconi Investors” means Marconi and any other member of the Marconi Group which from time to time holds Shares

“Member” means any holder for the time being of shares in the capital of the Company of whatever class

“Ordinary Shares” means Ordinary Shares of 0.25 pence each in the capital of the Company having rights as set out in these Articles

“Shares” means (unless the context does not so admit) shares in the capital of the Company (of whatever class)

“UK Listing Authority” means the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part IV of the Financial Services Act 1986 and in the exercise of its functions in respect of the admission to the Official List otherwise than in accordance with Part IV of that Act

“Westpool Investors” means such of Westpool Investment Trust plc and/or its Affiliates which from time to time hold Shares.

2. Share capital

2.1 The authorised share capital of the Company at the date of adoption of these Articles is £500,000 divided into 182,871,619 Ordinary Shares and 17,128,381 Deferred Shares.

2.2 The rights attaching to the respective classes of Shares shall be as follows:

2.2.1 As regards dividends:

Any dividend which the Directors may resolve to pay shall be paid to the holders of the Ordinary Shares *pari passu*. The Deferred Shares shall not confer on their holders (in that capacity) any rights to receive dividends or distributions.

2.2.2 As regards capital:

On a return of assets on liquidation or winding-up of the Company, the surplus assets of the Company remaining after payment of its liabilities shall be applied amongst the holders of the Ordinary Shares *pari passu*, Provided that once the holders of the Ordinary Shares shall

have received pursuant to this article a payment of £1,000,000 per share, the holders of the Deferred Shares shall be entitled to receive £1 per Deferred Share. Any remaining balance of such assets shall be distributed between the holders of the Ordinary Shares *pari passu* as aforesaid.

2.2.3 As regards voting:

- (a) The Ordinary Shares shall confer on the holders thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all General Meetings of the Company.
- (b) The Deferred Shares shall not confer on the holders thereof (in that capacity) any right to receive notice of or to attend or to speak or to vote (whether in person or by proxy) at any General Meeting of the Company.

3. Validity of share transfers and Permitted Transfers

- 3.1 The Directors may refuse to register the transfer of any Share to a person who is (or whom the Directors reasonably believe to be) under 18 years of age who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval.
- 3.2 The Directors shall refuse to register the transfer of any Share, not being such a transfer as is permitted under article 3.3 (a "Permitted Transfer"), purported to be made other than in accordance with or as permitted under article 4. If the Directors so refuse, they shall forthwith give notice in writing to that effect to both the proposed transferor and proposed transferee.
- 3.3 Subject to article 3.1 above, a Member may at any time transfer a Share of which he is the holder in the following circumstances without complying with the pre-emption provisions set out in article 4:
 - 3.3.1 to a person who is the beneficial owner of such Share or to a different or additional nominee or trustee on behalf of such beneficial owner Provided that such person has not become the beneficial owner thereof in circumstances where a Transfer Notice (as hereinafter defined) should have been but was not given; or
 - 3.3.2 if the Member is an individual, his Share(s) may be transferred, to an Associate (within the meaning of sub-paragraphs (a) and (b) of the definition of "Associate" contained in article 6.1.1) and if the Member is a body corporate other than a Westpool Investor, a Charterhouse Investor or a Marconi Investor, its Shares may be transferred to an Associate (within the meaning of sub-paragraph (d) of the definition of "Associate" contained in article 6.1.1) of such Member;

- 3.3.3 any Westpool Investor or Charterhouse Investor shall be entitled to transfer legal title and/or beneficial ownership of any Share to any person which is its Affiliate or which is an Affiliate of another Westpool Investor or Charterhouse Investor as the case may be;
- 3.3.4
- (a) any Marconi Investor shall be entitled to transfer or dispose of legal title and/or a beneficial interest in any Share to any other member of the Marconi Group;
 - (b) any Marconi Investor shall be entitled to transfer or dispose of legal title and/or a beneficial interest in any Share to any one or more persons, firms or corporations;
- 3.3.5 any Ordinary Share may at any time be transferred where it has been issued or transferred on the exercise of an option granted by the Company under the rules of any employee share scheme approved by the Inland Revenue pursuant to Schedule 9 of ICTA;
- 3.3.6 with the prior consent in writing of each of the Founders, Shares may be transferred to any person, firm or corporation.
- 3.4 Any Share(s) transferred in accordance with articles 3.3.2, 3.3.3 or 3.3.4(a) shall be retransferred within seven days to the transferor if the transferee is not or shall cease to be an Associate or as the case may be, an Affiliate of the transferor (or, in the case of a transfer by a Marconi Investor, another member of the Marconi Group) failing which a Mandatory Transfer Notice shall be deemed to have been served in respect of the Share(s) in question), provided that in those circumstances a Member which was a transferee of Shares by virtue of being an Affiliate of a Westpool Investor or a Charterhouse Investor shall be entitled to retransfer its Shares to the transferor or to any other Affiliate of the transferor or a Westpool Investor or a Charterhouse Investor as the case may be, and any Member which was a transferee of Shares by virtue of being a member of the Marconi Group shall be entitled to retransfer its Shares to the transferor, or to any other member of the Marconi Group.
- 4. Pre-emption rights**
- 4.1 Except in the case of a Permitted Transfer, no transfer or other disposal of a Share or any interest or right in or arising from a Share shall be made otherwise than in accordance with the following provisions of this article 4.
- 4.2 Before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same (the "Transferor") shall give notice in writing (a "Transfer Notice") to the Company specifying the number of Shares, interest and/or rights which the Transferor wishes to dispose of and complying with the requirements of article 4.5.
- 4.3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to the Shares

referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company as the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the "Sale Shares") at the Sale Price as hereinafter referred to in accordance with the provisions of this article. A Transfer Notice shall not be revocable except with the consent of the Directors.

- 4.4 Except in the case of a Transfer Notice which a Member is bound to give or is deemed to have given pursuant to article 5 (a "Mandatory Transfer Notice"), a Transfer Notice may include a condition (a "Total Transfer Condition") that if all the Sale Shares (of whatever class) are not sold to Approved Transferees (as hereinafter defined), then none shall be so sold.
- 4.5 Except in the case of a Mandatory Transfer Notice, the Transfer Notice shall state, in addition to details of the Sale Shares:
- 4.5.1 (if applicable) the name or names of a person or persons (such person or persons being hereinafter referred to as the "Proposing Transferee") to whom the Sale Shares (or an interest or right in or arising therefrom) are proposed to be transferred in the event that the Sale Shares are not acquired by Approved Transferees (as hereinafter defined); and
- 4.5.2 (if applicable) the entire consideration per share for which any such transfer or transfers will be made. In such event, subject to the Directors being satisfied (and to that end being provided with such evidence as they may reasonably require) that the consideration so stated is a bona fide consideration (and not inflated for any reason) agreed between the Transferor and the Proposing Transferee at arm's length and in good faith, such consideration shall be the Sale Price and the "Prescribed Period" (as hereinafter referred to) shall commence on the date on which the Transfer Notice is given and shall expire two months thereafter.
- 4.6 In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in article 4.5 relating to consideration or where the Directors are not satisfied that the consideration stated is a bona fide consideration within the terms of article 4.5:
- 4.6.1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the Directors may determine), the Transferor and the Directors shall have agreed a price per Share for the purposes of the Transfer Notice then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire two months thereafter; or
- 4.6.2 failing such agreement, upon the expiry of 30 days (or such longer period as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct the auditors for the time being of the Company to determine and report

the "fair value of the Sale Shares" (as defined in article 4.7.2) as at the date when the Transfer Notice was given or deemed to have been given (as the case may be) and the sum per Share so determined and reported shall be the Sale Price and the Prescribed Period shall commence on the date on which the auditors shall so report and shall expire two months thereafter.

4.7 For the purposes of article 4.6:

4.7.1 the auditors shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members. The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Transferor;

4.7.2 the "fair value of the Sale Shares" shall be the market value thereof, as determined by the auditors on a sale between a willing buyer and a willing seller on an arm's length basis by valuing the entire issued share capital of the Company and attributing to each Sale Share that amount as is found by dividing the whole of the market value attributable to the equity shareholders by the number of equity shares in issue at the date the Transfer Notice was or was deemed to be served.

4.8 Sale Shares shall be offered in writing by the Company first to the holders for the time being of Ordinary Shares (other than the Transferor or any Associate or Affiliate of the Transferor) and next (if and insofar as not accepted following such further offer) to such person or persons (if any) as the Directors think fit.

4.9 Any such offer as is required to be made by the Company pursuant to article 4.8 shall be made as soon as practicable following the determination of the Sale Price for the relevant Sale Shares and shall limit a time (not being less than 30 days or more than 60 days) after such offer is made within which it must be accepted or, in default, will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Shares in excess of that offered, the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Shares of the relevant class held by them (or in the case of any such offer made to persons who are not already Members of the Company on such basis as the Directors shall determine) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied.

4.10 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied. Subject thereto, any such offer as is required to be made by the Company pursuant to article 4.8 shall be unconditional.

4.11 If prior to the expiry of the Prescribed Period the Company shall, pursuant to the foregoing provisions, find Members or other persons (herein called "Approved Transferees") to purchase some or (if article 4.10 applies) all the Sale Shares it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees. Every such notice shall state the name and address

of each of the Approved Transferees, the Sale Price and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than seven days nor more than fourteen days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice as aforesaid the Transferor shall be bound (subject only to due payment of the consideration) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.

- 4.12 If, following the delivery of a notice referred to in article 4.11, a Transferor shall (save only for reason that an Approved Transferee does not duly pay the consideration) fail to transfer any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and shall cause such Approved Transferee to be registered as the holder of such Shares. Receipt by the Company of the purchase money shall be a good discharge to the Approved Transferee.
- 4.13 If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if article 4.10 applies, all, of the Sale Shares, the Transferor may, at any time in the two months following the expiry of the Prescribed Period, transfer those of the Sale Shares not purchased by Approved Transferees or all the Sale Shares (as the case may be) to the Proposing Transferee or, where the Transfer Notice did not contain details of a Proposing Transferee, to any person on a bona fide sale at any price per Share not being less than the Sale Price. The Directors may require the Transferor to provide evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer, and if not so satisfied may refuse to register the transfer.
- 4.14 Any Share required to be transferred by a Transferor to an Approved Transferee pursuant to this article 4 shall be transferred free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching thereto.

5. Special provisions relating to share transfers

If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under article 3.3 or in accordance with the provisions of article 4, such person and any Associate shall, unless and to the extent (if any) that the Directors otherwise determine at the relevant time, be deemed to have given on the date on which the Directors give notice to such person that they have become aware of the purported transfer or other disposal, a Transfer Notice in respect of all Shares of which he is then the holder.

6. Limitation on the transfer of a Controlling Interest

- 6.1 For the purposes of this article:

6.1.1 the expression "Associate" means:

- (a) the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child) or other lineal descendant of the relevant person;
- (b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary;
- (c) any nominee or bare trustee for the relevant person or for any other Associate of the relevant person;
- (d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company;
- (e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 ICTA; and
- (f) any person with whom any relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Takeovers and Mergers as for the relevant time being current);

6.1.2 the expression the "Prescribed Price" shall mean in relation to each class of Shares of the Company the full cash equivalent (which may be satisfied in cash or otherwise) of the highest price at which the Buyer has acquired any Shares of that class in the period of six months prior to the date on which the Offer (as defined in article 6.2) is made (and so that, in relation to the calculation of such price, the provisions of article 6.4 shall apply);

6.1.3 the expression "Buyer" means any person other than a Founder or an Associate (within the meaning of sub-paragraphs (a) and (b) of the definition of "Associate" contained in article 6.1.1) of a Founder who offers to acquire any Shares.

6.2 No Member shall be entitled to sell or agree to sell any Shares to any Buyer if the Buyer (together with any Associates) would:

6.2.1 as a result of such sale, acquire a Controlling Interest, unless the Buyer shall first have made an offer to all holders of Ordinary Shares at the relevant time to purchase from them at the Prescribed Price and on other terms no less favourable than those offered to the Member proposing to transfer their entire holdings of Ordinary Shares (an "Offer"); or

- 6.2.2 by that sale (and any other sale to be completed contemporaneously) acquire Shares (or any interest therein) representing a percentage (the "Relevant Percentage") being ten per cent or more of the Shares for the time being in issue (but would not thereby acquire a Controlling Interest) unless the Buyer shall first have made an offer to all holders of Ordinary Shares at the relevant time to purchase from each of them the Relevant Percentage of the Ordinary Shares held by them at the Prescribed Price and on other terms no less favourable than those offered to the Member proposing to transfer.
- 6.3 If a Buyer makes an Offer in accordance with article 6.2, and within 60 days after making such Offer, receives acceptances which will result in the Buyer and its Associates owning not less than 75 per cent of all the issued equity share capital of the Company then, provided that the Founders shall have accepted the Offer, the Buyer may extend the Offer and, if within 30 days of the expiry of such period of 60 days, the Buyer gives written notice to those Members who have not accepted the Offer requiring them so to do, then each non-accepting Member shall upon the giving of such notice:
- 6.3.1 be deemed to have accepted the same in respect of all Ordinary Shares held by him in accordance with the terms of the Offer; and
- 6.3.2 become obliged to deliver up to the Buyer an executed transfer of such Ordinary Shares and the certificate(s) in respect of the same.
- 6.4 If any such non-accepting Member shall not, within 14 days of becoming required to do so, execute transfers in respect of the Ordinary Shares held by such Member, then the Directors shall be entitled to, and shall, authorise and instruct such person as they think fit to execute the necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such Member) of the purchase moneys payable for the relevant Ordinary Shares, deliver such transfer(s) to the Buyer (or its agents) and register the Buyer (or its nominees) as the holder thereof, and after the Buyer (or its nominees) has been registered as the holder the validity of such proceedings shall not be questioned by any person.
- 6.5 In calculating the Prescribed Price for the purposes of article 6.1.2 there shall be brought into account any other consideration (in cash or otherwise) received or receivable by any Member or former Member (or any Associate of such member or former Member) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question.
- 6.6 All other regulations of the Company relating to the allotment, issue, conversion or transfer of Shares and, in the case of transfers, the right to registration of transfers shall be read subject to the provisions of this article.

7. Rights of Westpool and Charterhouse Investors

7.1 For so long as the Westpool Investors together hold Shares representing one per cent. of the Company's issued Ordinary Shares the Company shall not without the consent of the holders of the majority of the Shares for the time being held by the Westpool Investors:

- 7.1.1 make any change to the rights attaching to the Ordinary Shares;
- 7.1.2 make any issue by way of capitalisation of reserves;
- 7.1.3 purchase or redeem any Shares;
- 7.1.4 reduce its issued share capital; or
- 7.1.5 amend its memorandum or articles of association or adopt new articles of association in any manner which has the effect of altering any rights attaching to the Shares of any Westpool Investor,

otherwise than in any such case, directly in connection with a Listing.

7.2 For so long as the Charterhouse Investors together hold Shares representing one per cent. of the Company's issued Ordinary Shares the Company shall not without the consent of the holders of the majority of the Shares for the time being held by the Charterhouse Investors:

- 7.2.1 make any change to the rights attaching to the Ordinary Shares;
- 7.2.2 make any issue by way of capitalisation of reserves;
- 7.2.3 purchase or redeem any Shares;
- 7.2.4 reduce its issued share capital; or
- 7.2.5 amend its memorandum or articles of association or adopt new articles of association in any manner which has the effect of altering any rights attaching to the Shares of any Charterhouse Investor,

otherwise than in any such case, directly in connection with a Listing.

8. Indemnity

8.1 Subject to the provisions of the Act, every Director, secretary or other officer of the Company shall be entitled to be indemnified by the Company out of its own funds for all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach

of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the court.

- 8.2 Without prejudice to the provisions of article 8.1, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Company or of any subsidiary undertaking of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such subsidiary undertaking.
- 8.3 Subject to the provisions of the Act, a Director shall (in the absence of some other material interest as is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors of the Company provided that for the purposes of this article 8.3 insurance shall mean only insurance against the liability incurred by a Director in respect of any such act or omission by him as is referred to in article 8.2 or any other insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors of the Company.

9. Telephone board meetings

The Directors or a committee of Directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations or by exchange or facsimile transmissions addressed to the chairman. The views of the Directors expressed by such communication(s) shall be counted as votes in favour of or against a particular resolution. A resolution passed in this manner and signed by the chairman shall be valid and effectual as if it had been passed at a meeting of the Directors (or a committee thereof) duly convened and held. Such a meeting shall be deemed to take place where the chairman is present.

10. Alternate Directors

Any Director from time to time may appoint any person willing to act, whether or not he is a Director, to be an alternate Director and may remove from office an alternate Director appointed by him.

11. Resolution in writing

A resolution in writing such as is referred to in regulation 53 of Table A executed by or on behalf of a Member may be evidenced by letter, telex, cable,

electronic mail, facsimile or otherwise as the directors may from time to time resolve.

12. Form of notices

Any notice required by these Articles to be given by the Company may be given by any written documentary form including by means of telex, cable, electronic mail or facsimile, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.