

2034416

## **ZYNAP LIMITED ("the Company")**

ZYNAP LIMITED a company incorporated in England and Wales with registered number 4034446 whose registered office is The Old Coroner's Court, 1 London Street, Reading, Berkshire RG1 4QW

### **Notice of Extraordinary General Meeting**

6 February 2004

Notice is hereby given that an Extraordinary General Meeting of the holders of Ordinary Shares in the Company will be held at 5:30 p.m. on Monday 1 March 2004 at Notcutt House, 36 Southwark Bridge Road, London SE1 9EU.

Please find enclosed a form of proxy.

The purpose of the meeting is to consider and, if thought fit, to ratify the following agreement (the "Agreement"):

On 29 September 2003 the Company signed a new 5-year OEM technology agreement with Autonomy Systems Limited ("Autonomy") thereby facilitating significantly enhanced software development of the Zynap product. The principal terms of the new agreement are as follows:

- Autonomy to invest £351,000 at 13 pence per share in the "A" Ordinary Shares of the Company
- Advanced royalty payment of £180,332
- Royalty rate 7%
- Extension of the redemption date of the "C" Ordinary Shares from 31 December 2005 to 30 June 2007.

The matters requiring Shareholders' approval are the issue of shares to Autonomy and amendments to the Articles of Association to give effect to the extension of the redemption date of the "C" Ordinary Shares.

#### **IT IS HEREBY RESOLVED THAT:**

##### **Resolution (1)**

Consent be given to the issue of 2,700,000 "A" Ordinary Shares to Autonomy Systems Limited pursuant to the Agreement at 13 pence per share, payable in cash totalling £351,000.

##### **Resolution (2)**

Consent be given to the amendments to the Articles of Association of the Company set forth in the attached mark up of the Articles for the purpose of extending the redemption date of the "C" Ordinary Shares from 31 December 2005 to 30 June 2007.

##### **Resolution (3)**

The Chief Financial Officer be and is hereby authorised to complete all appropriate procedures and formalities and to issue appropriate documentation to enact these resolutions.



EDX

0432

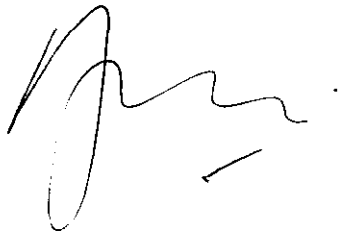
5

0432

## NOTES

1. To be approved a resolution must be passed by qualifying Shareholders (see note 2) present in person or by proxy at the meeting holding in aggregate at least 75% of the combined total of the "A" and "B" Ordinary Shares in the Company allotted, issued to and fully paid by such Shareholders.
2. To be entitled to a vote at the meeting the holder of such "A" and "B" shares must have signed the Agreement (or Deed of Adherence thereto) by no later than 5:00 p.m. on Thursday, 26 February 2004.

*I confirm resolutions approved at Shareholders' Meeting held at 5.30 pm on Monday 1 March 2004.*



ANTHONY JOHN BREENPORT

DIRECTOR and CFO

ZYNAP LIMITED

**THE COMPANIES ACTS 1985-1989  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION**

**- OF -**

**ZYNAP LIMITED (“THE COMPANY”)**

(As amended by Special Resolutions passed on 24 November 2000, 20 February 2001, 31 December 2001, 24 May 2002 and 1 March 2004)

**1 Preliminary**

- 1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (S1 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S1 1985 No 1052) and the Companies Act 1985 (Electronic Communications Order 2000) (such Table being hereinafter called “Table A”) shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company
- 1.2 In these Articles the expression “the Act” means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

**2 Interpretation**

- |                     |   |
|---------------------|---|
| “A Ordinary Shares” | means an ordinary share of £0.000001 each in the capital of the Company;  |
| “B Ordinary Shares” | means an ordinary share of £0.000001 each in the capital of the Company having the rights described in Article 4.1;                       |
| “C Ordinary Shares” | means a convertible redeemable ordinary share of £0.000001 each in the capital of the Company having the rights described in Article 4.2; |
| “Auditors”          | means the auditors of the Company from time to time;  |
| “Autonomy”          | means Autonomy Systems Limited;   |
| “Board”             | means the board of directors of the Company from time to time;  |

|                      |   |
|----------------------|---|
| “Conversion Rate”    | means the ratio determined in accordance with Article 4.2.1;          |
| “Shares”             | means the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares; |
| “Subscription Price” | means 9.5 pence per C Ordinary Share.                                 |

### **3 Share Capital**

- 3.1 The present share capital of the Company is £1,000 divided into 900,000,000 A Ordinary Shares, 90,000,000 B Ordinary Shares and 10,000,000 C Ordinary Shares.
- 3.2 The B Ordinary Shares and C Ordinary Shares rank pari passu with the A Ordinary Shares, save as set forth in these Articles.

### **4 B Ordinary Shares and C Ordinary Shares**

#### **4.1 Rights attaching to B Ordinary Shares**

The rights attaching to the B Ordinary Shares are set out in this Article 4.1.

- 4.1.1 The Company shall have a right to purchase for a peppercorn and cancel all of the B Ordinary Shares at any time after the signing of the audited accounts for the Company's financial year ending 31 December 2006 if including that year and all previous years there has not been at least one individual year in which the accounts show a net profit before tax (but after interest and exceptional and extraordinary items if any) in excess of £3 million; provided however that the holders of the B Ordinary Shares shall have a right to convert all of their B Ordinary Shares into A Ordinary Shares at the time of the occurrence of the earlier of the following two events if either:

4.1.1.1 the audited accounts of the Company show a net profit before tax as defined above in the year ending 31 December 2006 or in any previous individual year of £3 million or more; or

4.1.1.2 new shares in the Company are issued for cash or existing shares are sold (such shares representing at least 5% of the issued ordinary share capital of the Company before or at the time of such issue or transfer and in any event not involving directly or indirectly any of the holders of the B Ordinary Shares) at a share price that values the Company as a whole at £20 million or more and such rights shall in any event take effect immediately prior to a sale of all or part of the business (resulting in change of control) at such a valuation.

## 4.2 Rights attaching to C Ordinary Shares

The rights attaching to the C Ordinary Shares are set out in this Article 4.2.

### 4.2.1 Conversion

(a) The C Ordinary Shares shall carry a right of conversion into A Ordinary Shares:

- (i) in respect of all C Ordinary Shares in the event of **"Sale"** meaning a sale of some or all of the issued share capital of the Company which results in a person other than Eudora Thompson or a company under her control having control of the Company; or
- (ii) in respect of a proportion of the C Ordinary Shares calculated pro rata to the proportion of the Company's shares (excluding the C Ordinary Shares) that are sold in an **"IPO"** meaning the admission of the Shares to the Official List of the London Stock Exchange plc, the NASDAQ National Market, the Neuer Markt of the Deutsche Borse AG or to any other recognised investment exchange (as defined in s.207 of the Financial Services Act 1986); or
- (iii) any and all C Ordinary Shares that are not redeemed by 30 June 2007.

(b) The A Ordinary Shares to which a C Ordinary Shareholder is entitled on conversion (**"new Ordinary Shares"**):

- (i) shall be credited as fully paid;
- (ii) will carry the right to receive all dividends and other distributions declared, made or paid on the A Ordinary Shares in respect of which the record date falls after the applicable conversion date; and
- (iii) shall rank pari passu in all respects and form one class with the A Ordinary Shares then in issue.

(c) Any allotment of new A Ordinary Shares shall be made within two weeks of the relevant conversion date. A certificate for the relevant new A Ordinary Shares shall be sent within two weeks of the date of allotment to each C Ordinary Shareholder without charge, with a new certificate for any balance of unconverted C Ordinary Shares comprised in the surrendered certificate and, if appropriate, a cheque in respect of a fractional entitlement. In the meantime, the converting shareholders shall be deemed to be the registered holders of the relevant number of A Ordinary Shares from the conversion date.

- (d) The Board may in its absolute discretion from time to time decide the manner in which relevant shares are to be converted, subject to the provisions of the Articles and the Act.
- (e) If any C Ordinary Shareholders become entitled to fractions of an A Ordinary Share as a result of conversion (the "fractional holders") the Board may deal with the fractions as it thinks fit on behalf of the fractional holders. In particular, the Board may aggregate and sell the fractions to a person (including, subject to the provisions of the Act, the Company) for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions amongst the fractional holders.
- (f) If while any C Ordinary Shares remain capable of being converted into A Ordinary Shares and there is a consolidation or sub-division (or both) of A Ordinary Shares, the number of A Ordinary Shares to be issued on any subsequent conversion of C Ordinary Shares shall be reduced or increased (as appropriate) proportionately by a corresponding adjustment of the Conversion Rate and any such reduction or increase shall become effective immediately after the relevant consolidation or sub-division takes place.
- (g) If a doubt or dispute arises concerning an adjustment of the Conversion Rate in accordance with this Article 4.2 the Board shall refer the matter to the Auditors (who shall act as experts and not as arbitrators) and their certificate as to the amount of the adjustment shall, in the absence of manifest error, be conclusive and binding on all concerned.
- (h) Neither the Company nor the holders of any class of shares shall, by amendment of these Articles or through any reorganisation, transfer of assets, dissolution, grant or issue of securities, consolidation of A Ordinary Shares or otherwise, avoid or make impossible the operation of any provision for the benefit of the B Ordinary Shares or C Ordinary Shares hereunder or in any manner prevent or restrict the holders of the B Ordinary Shares or C Ordinary Shares from converting in whole or part their B Ordinary Shares or C Ordinary Shares into A Ordinary Shares in accordance with these Articles, but the Company shall at all times in good faith assist in carrying out all of the provisions of these Articles relating to the B Ordinary Shares and C Ordinary Shares and in the taking of all such action as may be necessary or appropriate in order to protect the conversion and other rights of the holders of the B Ordinary Shares and C Ordinary Shares against impairment.
- (i) Notwithstanding any of the foregoing, no act or thing will be done by the Company so that, on conversion of C Ordinary Shares, A Ordinary Shares would fall to be issued at a discount to their par value.

#### 4.2.2 Redemption

- (a) On 30 June 2007 (the “**redemption date**”) the Company shall be required, to the extent permitted hereunder, to redeem any and all C Ordinary Shares that remain in issue.

The number of C Ordinary Shares to be redeemed shall be calculated by dividing the applicable amount under (i) or (ii) above by the Subscription Price. If any C Ordinary Shareholder becomes entitled to fractions of C Ordinary Shares the fraction shall be rounded up to the nearest whole number of C Ordinary Shares. To redeem C Ordinary Shares the Company will deliver a written notice to the holder in accordance with Article 4.2.2(c).

- (b) The redemption money payable on redemption of each C Ordinary Share is the Subscription Price.
- (c) Redemption is effected by the Company giving to the holders of the C Ordinary Shares to be redeemed not more than eight nor less than two weeks’ notice (a “**redemption notice**”) stating the C Ordinary Shares to be redeemed. Upon receipt of the redemption notice, the holder shall provide to the Company details of the place to which redemption proceeds are to be remitted and provide applicable share certificates (or other evidence of title reasonably acceptable to the board).
- (d) If the Board reasonably believe that any redemption of C Ordinary Shares pursuant to Article 4.2.2(a) would be unlawful or endanger the future financial viability of the Company the Board will provide to the C Ordinary Shareholder the cash flow projections and other documentation on which the Board has based their opinion. On the basis of such documentation the parties shall mutually agree as to whether a redemption should be effected. However, if any amount that is due to be redeemed is not redeemed on the redemption date for the reasons set forth above, then the Company will notify the C Ordinary Shareholders of its agreement that the redemption is delayed or cancelled, as applicable.
- (e) The Company may redeem any of the C Ordinary Shares at any time, provided that the Company is in compliance with the Act, by providing the C Ordinary Shareholder with not less than two weeks notice of the number of C Ordinary Shares to be redeemed.
- (f) On the redemption date, the Company shall redeem the particular C Ordinary Shares to be redeemed on that date and each of the holders of the C Ordinary Shares concerned shall be bound to deliver to the Company at its registered office address the certificates for such of the shares concerned as are held by him (or, in default, an indemnity satisfactory to the Company). On such delivery, the Company shall pay to such holder the amount due to him in respect of such redemption. If any certificate delivered to the Company includes any C Ordinary Shares not to be redeemed on the redemption date, a new

certificate for such C Ordinary Shares shall be issued free of charge to the holder delivering such certificate to the Company.

- (g) The receipt of the registered holder for the time being of any C Ordinary Shares or, in the case of joint registered holders, the receipt of any of them for the monies payable on redemption of the same shall constitute an absolute discharge to the Company for the same.

#### **4.2.3 Attendance at general meetings and voting and receipt of information**

- (a) Holders of C Ordinary Shares shall be entitled to receive notice of, attend, speak and vote (as provided below) at a general meeting of the Company and receive a copy of every document sent to the holders of A Ordinary Shares and B Ordinary Shares at the same time as it is sent to the holders of A Ordinary Shares and B Ordinary Shares.
- (b) The C Ordinary Shares shall have no voting rights, except in respect of matters relating to a liquidation of the Company or reduction of share capital of the Company or as otherwise required by law. When entitled to vote, on a show of hands, each C Ordinary Shareholder present in person or (being a corporation) by a representative shall have one vote for each C Ordinary Share then held. When entitled to vote, on a poll each C Ordinary Shareholder present in person or by proxy or (being a corporation) by a representative, is entitled to exercise such number of votes equal to such number of votes as if all the C Ordinary Shares then held by him had been converted into A Ordinary Shares immediately before the holding of the general meeting.

## **5 Allotment of Shares**

All Shares which are comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing Shares be held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any Shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on the terms which are more



favourable to the subscribers therefore than the terms on which they were offered to the Members

## **6 Lien**

- 6.1 The Company shall have a first and paramount lien on every Share, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all moneys due to the Company, whether in respect of that Share or not. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a Share shall extend to any amount payable in respect of it. The registration of a transfer of a Share shall operate as a waiver of any lien of the Company thereon. Regulation 8 in Table A shall be modified accordingly.
- 6.2 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

## **7 Transfer of Shares**

- 7.1 The Directors shall register any transfer permitted by or made pursuant to paragraphs 7.2 to 7.8 inclusive of this Article, but subject as aforesaid the Directors may without giving any reason decline to register any transfer of any Share.
- 7.2 Subject to paragraph 7.1 of this Article Shares may be transferred by any member or by the trustees of any settlement made by a member or at any time after the death of a member by his personal representatives or the trustees of his will to any other person holding Shares in the Company, or to the spouse or former spouse, widower or widow, child or other issue, brother or sister of such member or deceased member, or to trustees of a settlement made for the benefit of any such persons, and upon any change of trustees of any such will or settlement the Shares held by the trustees thereof may be transferred to the trustees for the time being thereof. For the purposes of this paragraph "child" shall include a stepchild and an adopted child, and "issue" shall be construed accordingly
- 7.3 Except when a transfer is made pursuant to paragraph 7.2 of this Article a Share shall not be transferred unless it first be offered to the other members at the "fair price" (as determined in paragraph 7.4 of this Article). A member (hereinafter referred to as a "retiring member") wishing to transfer a Share or Shares shall give notice thereof in writing to the Company and in such notice (hereinafter referred to as a "transfer notice") he shall specify the proposed transferee (if any) the number of Shares to be transferred and the price which he is prepared to accept for such Shares

- 7.4 On receipt of a transfer notice a meeting of the board of directors shall be convened at which the board shall resolve if the price set by the retiring member is fair. If the board resolves that such price is fair then it shall be the "fair price". In the event that the board resolve such price is not fair they shall appoint the auditors of the Company at the cost of the Company to certify the fair price of the Shares set out in the transfer notice and their certification shall be the "fair price". In so certifying the auditors shall act as experts and not as arbitrators and the Arbitration Acts 1950 to 1979 and any statutory modification or re-enactment thereof shall not apply
- 7.5 The transfer notice shall constitute the Company as the retiring member's agent for the sale in accordance with the provisions of this Article of the Share or Shares comprised therein at the fair price. A transfer notice may not be withdrawn except with the consent of the Directors which shall not be withheld if the retiring member pays all the costs reasonably incurred by the Company in connection with the transfer notice and the establishment of the fair price. After the fair price of the Share or Shares comprised in a transfer notice has been determined, the Directors shall proceed to seek a purchaser or purchasers therefor amongst the other members (including any of their own body who are members). In the case of competition amongst the other members therefor, the same shall be apportioned amongst those wishing to purchase the same as nearly as may be in proportion to their respective holdings of Shares, but so that no member shall be required to purchase more Shares than he has expressed his willingness to purchase. Any question of difficulty shall be resolved by the Directors in such manner as they think most beneficial to the Company
- 7.6 Subject to the retiring member's rights under paragraph 7.7 of this Article upon finding a purchasing member or members for all the Shares in the transfer notice the Company shall give notice thereof to the retiring member and the sale or sales shall be completed within 7 days thereafter. If the retiring member fails so to complete any such sale, the Directors shall nominate some person to transfer the Share or Shares comprised in such sale to the purchasing member and shall receive the purchase money and register the purchasing member as the holder of such Share or Shares and issue to him a certificate therefor. The retiring member shall deliver to the Company his certificate or certificates comprising or including such Share or Shares and shall thereupon be paid the purchase money and any necessary balance certificate shall be issued to him
- 7.7 If within 28 days after the fixing of the fair price no purchasing member has been found for the Share or Shares or some of the Shares comprised in the transfer notice, the Directors shall give notice thereof to the retiring member and in such case, and also if a purchasing member has failed duly to complete his purchase, the retiring member may at any time within 6 months after such notice was given to him, transfer the Share or Shares, to any person at any price not being less

than the fair price. The retiring member shall be under no obligation to transfer any of the Shares in the transfer notice to other members of the Company unless such members agree to purchase all the Shares in the transfer notice

7.8.1 Any direction, whether by way of renunciation, nomination or otherwise, by a member entitled to an allotment of Shares, to the effect that such Shares or any of them be allotted or issued to some person other than himself; or

7.8.2 any transfer of any interest in a Share or Shares,

shall for the purpose of this Article be deemed to constitute a transfer of the Share or Shares comprised in such direction or transfer and shall be deemed to constitute a transfer notice comprising such Share or Shares and the foregoing provisions of this Article shall apply accordingly

## **8 General Meetings and Resolutions**

8.1 Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

8.2 No business shall be transacted at any General Meeting unless a quorum is present. Subject to paragraph 8.3 below two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorized representative of a corporation, shall be a quorum

8.3 If and for so long as the Company has only one Member, that Member present in person or by proxy or if that Member is a corporation by a duly authorized representative shall be a quorum

8.4 If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

8.5 Regulations 40 and 41 in Table A shall not apply to the Company

## **9 Sole Member**

9.1 If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in General Meeting or by means of a written resolution, that decision shall be as

valid and effectual as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 303 and 391 of the Act

- 9.2 Any decision taken by a sole Member pursuant to paragraph 9.1 above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book

## **10 Appointment of Directors**

- 10.1 Regulation 64 in Table A shall not apply to the Company
- 10.2 The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 in Table A shall be modified accordingly
- 10.3 The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.
- 10.4 Subject to Article 10.6, no person shall be appointed a Director at any General Meeting unless either:-
- 10.4.1 he is recommended by the Directors; or
- 10.4.2 not less than 14 nor more than 35 clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed
- 10.5 Subject to paragraph 10.4 above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director
- 10.6 Notwithstanding any other provisions of these Articles, so long as Autonomy holds shares in the Company, Autonomy shall be entitled to appoint an executive officer of Autonomy as a director (a "**Autonomy Nominated Director**") and to remove from office any person so appointed and to appoint any other person who is an executive officer of Autonomy in their place. Any such appointment and the removal of any such appointee may be effected in writing to the Company. The reasonable expenses of the Autonomy Nominated Director shall be payable by the Company.

- 10.7 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, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph 10.2 above as the maximum number of Directors and for the time being in force
- 10.8 In any case where as the result of the death of a sole Member of the Company the Company has no Members and no Directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to paragraph 10.5 of this Article

## **11 Borrowing Powers**

The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into Shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation on the Company or of any third party

## **12 Alternate Directors**

- 12.1 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly
- 12.2 A Director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for purpose of determining whether a quorum is present

## **13 Proceedings of Directors**

- 13.1 A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

13.2 Regulations 94 to 98 (inclusive) in Table A shall not apply to the Company

#### **14 The Seal**

14.1 If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Regulation 6 of Table A relating to the sealing of Share Certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company

14.2 The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors

#### **15 Indemnity**

15.1 Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act

15.2 The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act

15.3 Regulation 118 in Table A shall not apply to the Company.