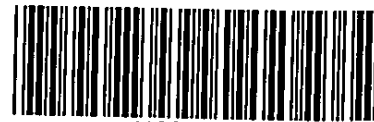


Company Number: 4615993

THE COMPANIES ACTS 1985 AND 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
LOGIC CERTIFICATION LIMITED

WEDNESDAY



A13 *A2C8LS3C* 129
02/03/2011
COMPANIES HOUSE

(Adopted by written special resolution passed on 20 May 2009
and amended by Written Resolution passed on 22 February 2011)

1 DEFINITIONS AND INTERPRETATION

1 1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles ("**Regulations**") apply to the Company except in so far as they are excluded or varied by these Articles

1 2 Words and expressions defined in Regulation 1 of Table A have the same meanings in these Articles where the context admits

1 3 The Company is a private company and no shares or debentures of the Company may be offered to the public

1 4 In these Articles, the following definitions apply

"**Acting in Concert**" has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed at the date of adoption of these Articles

"**Articles**" means these articles of association as originally framed or as from time to time altered and the expression "**Article**" shall be construed accordingly

"**Auditors**" means the auditors for the time being of the Company

"**Board**" means the board of directors of the Company from time to time including the Melono Director(s) if any shall have been appointed or the Directors present at a duly convened quorate meeting of the Board

"**Business Day(s)**" means a day (which for these purposes ends at 5 30pm) on which banks are open for commercial business in the City of London other than a Saturday or Sunday

"**Cessation Date**" means

(a) where a contract of employment, contract for services or directorship is terminated by the employer by giving notice to the employee of the termination of the employment, engagement or directorship, the date of that notice (whether or

not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination),

- (b) where a contract of employment, contract for services or directorship is terminated by the employee by giving notice to the employer of the termination of the employment, the engagement or directorship, the date of that notice,
- (c) where an employer or employee/consultant wrongfully repudiates the contract of employment or contract for services and the other accepts that the contract of employment or contract for services has been terminated, the date of such acceptance,
- (d) where a contract of employment or contract for services is terminated under the doctrine of frustration, the date of the frustrating event, and
- (e) where a contract of employment, contract for services or directorship is terminated for any reason other than in the circumstances set out in paragraphs (a) to (d) above, the date on which the action or event giving rise to the termination occurs

"Chairman" means the chairman of the Board appointed pursuant to Article 13

"Connected Persons" shall have the meaning provided by section 839 of the Income and Corporation Taxes Act 1988

"Controlling Interest" in relation to a person means the ownership by that person and his or its Connected Persons of Shares carrying the right to more than 70 per cent of the total number of votes which may be cast on a poll at a general meeting of the Company

"Deed of Adherence" means a deed of adherence in the form required by the Board including the Melorio Director(s)

"Director" means any director of the Company for the time being

"Group" means the Company and its subsidiary undertakings from time to time and **"Group Company"** means any one of them

"holder" in relation to Shares, means the member whose name is entered in the Register of Members as the holder of such Shares

"Issue Price" means the amount paid up or credited as paid up (including any premium on issue) on a Share

"Listing" means the unconditional granting of permission for any of the Equity Shares (or any Ordinary Shares arising on conversion) to be dealt in on any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000)

"Melorio" means Melorio plc, a company incorporated in England (Company Number 6337129) whose registered office is at 14 Buckingham Street, London WC2N 6DF

"Melorio Consent" means the consent or approval of the Melorio Director(s) (including any conditions to which such consent or approval is subject) given in writing or if no Melorio Director(s) is/are appointed, the consent or approval of Melorio

"Member" means a person for the time being registered in the Register of Members as the holder of any Shares

"Melorio Director(s)" means the director(s) appointed pursuant to Article 13 as the Melorio Director(s)

"Ordinary Shares" means the ordinary shares of £1 00 each in the capital of the Company

"Permitted Transfer" means a transfer of Shares permitted by Article 6

"Sale" means the acceptance of an offer or the making of an agreement which upon the satisfaction of the conditions (if any) of such offer or agreement results in

- (a) the obtaining of a Controlling Interest, or
- (b) the sale of a material part of the business of a Group Company or the Group

"Shares" means shares in the capital of the Company of any class from time to time

"Total Transfer Condition" has the meaning given to it in Article 7 1(a)(v)

"Transfer Notice" means a notice given or deemed to have been given in relation to any Shares as specified in Article 7 1(a)

"Vendor" has the meaning given to it in Article 7 1(a)

1 5 In these Articles, where the context admits

- (a) words and phrases which are defined or referred to in or for the purposes of the Act have the same meanings in these Articles unless they are already defined within the Articles or the context otherwise requires,
- (b) reference to a gender includes the other gender, and reference to the singular includes the plural and vice versa, and
- (c) headings are for ease of reference only and shall not affect the construction or interpretation of these Articles

1 6 References in these Articles to writing shall include typewriting, printing, lithography, photography, telex and facsimile messages and other means of representing or reproducing words in a legible and non-transitory form

2 SHARE CAPITAL

2 1 The authorised share capital of the Company at the date of adoption of these Articles is £1,000 divided into 1,000 Ordinary Shares

2 2 Subject to the provisions of the Statutes and to any rights attached to existing shares, any shares may be issued on terms that they are, or at the option of the Company or the holder are liable, to be redeemed on such terms and in such manner as may be provided by these Articles Regulation 3 of Table A shall not apply to the Company

2 3 Subject to the provisions of these Articles and to any directions which may be given by the Company in general meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of section 80 of the Companies Act 1985) and the general authority conferred by this Article shall

- (a) extend to all relevant securities of the Company from time to time unissued during the currency of such authority up to the amount of the authorised share capital of the Company at the date of adoption of these Articles,
- (b) expire on the fifth anniversary of the date of adoption of these Articles unless varied, revoked or renewed by the Company in general meeting, and
- (c) entitle the Directors to make at any time before the expiry of such authority an offer or agreement which will or may require relevant securities to be allotted after the expiry of the authority

2 4 Sections 89(1) and 90(1) to (6) of the Companies Act 1985 shall not apply to the Company

3 LIEN

3 1 The Company shall have a first and paramount lien on

- (a) every share of the Company whether fully paid up or not for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share,
- (b) all shares registered in the name of any person indebted or under liability to the Company (whether the sole registered holder of the shares or one of two or more joint holders) for all indebtedness or other liability to the Company (whether presently payable or not)

3 2 Regulation 8 of Table A shall not apply to the Company

4 CALLS ON SHARES AND FORFEITURE

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 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

5 TRANSFER OF SHARES

5 1 Notwithstanding any other provision in these Articles, the Board shall refuse to register the transfer of any Shares

- (a) being Shares which are not fully paid, to a person of whom they do not approve,
- (b) on which the Company has a lien,

- (c) to a person who is (or whom the Board reasonably believes to be) under 18 years of age or a person who does not have (or whom the Board reasonably believes does not have) the legal capacity freely to dispose of any Shares without let, hindrance or court order,
 - (d) purported to be made otherwise than in accordance with or as permitted by these Articles,
 - (e) unless the proposed transferee has entered into a Deed of Adherence,
 - (f) to any person who, in the opinion of the Melorio Director(s), or, if none is/are appointed, in the opinion of Melorio, is carrying on business directly or indirectly in competition with the Company or any Group Company, except this restriction shall not apply to any transfer of Shares
 - (i) pursuant to Articles 9 (Tag Along Rights) and 10 (Drag Along Rights), or
 - (ii) to Melorio
- 5.2 The transferor of any Shares shall remain the holder of the Shares concerned until the name of the transferee is entered into the Register of Members in respect thereof
- 5.3 For the purpose of these Articles the following shall be deemed (but without limitation) to be a transfer by a Member of Shares
- (a) any direction (by way of renunciation or otherwise) by a Member entitled to an allotment or transfer of Shares that a Share be allotted or issued or transferred to some person other than himself, and
 - (b) any sale or any other disposition of any legal or equitable interest in a Share or the granting of any mortgage or charge or any other security interest over any Share and whether or not for consideration or otherwise and whether or not effected by an instrument in writing
- 5.4 For the purpose of ensuring that
- (a) a transfer of Shares is duly authorised hereunder,
 - (b) no circumstances have arisen whereby a Transfer Notice is required to be given hereunder, or
 - (c) no circumstances have arisen whereby the tag along provisions are required to be or ought to have been triggered pursuant to Article 9,

the Board and/or the Melorio Director(s) may from time to time require any Member or the legal personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Board and/or the Melorio Director(s) may think fit regarding any matter which they deem relevant to such purpose including (but not limited to) the names and addresses and interests of all persons respectively having interests in the Shares from time to time registered in the Member's name. Failing such information or evidence being furnished to the satisfaction of the Board and/or the Melorio Director(s) within 20 Business Days after request the Board (unless otherwise agreed by the Melorio

Director(s)) shall refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Board and/or the Melorio Director(s) may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned. Any such notice shall be binding upon the Members concerned who shall be bound to give a Transfer Notice in respect of the Shares concerned forthwith upon receipt of the said notice from the Board.

- 5.5 A Transfer Notice shall be deemed to be given (if not actually given) at the expiry of 5 Business Days after the Board has required the same to be given pursuant to Article 5.4 and the provisions of these Articles relating to Transfer Notices shall take effect accordingly.
- 5.6 A Transfer Notice given or deemed to be given pursuant to this Article or Article 8 shall not be capable of revocation (except with the written approval of the Board) nor may it specify that unless all relevant Shares are sold by the Company pursuant to the Transfer Notice, none shall be so sold. Subject as provided to the contrary in this Article or Article 8, the provisions of Article 7 shall apply to any Transfer Notice given or deemed to be given under or pursuant to this Article or Article 8.
- 5.7 In any case where a Member (or his personal representatives) has or have been required to give or has or have been deemed to have given a Transfer Notice pursuant to the provisions of this Article or Article 8 and subsequently becomes the holder of further Shares by virtue of the holding of any Shares comprised in such Transfer Notice (whether by way of rights or bonus issue conversion, transfer or otherwise howsoever) the Board may at any time thereafter determine in its absolute discretion that he (or his personal representatives) as appropriate shall be deemed to have served a Transfer Notice pursuant to this Article or Article 8 (as appropriate) in respect of such further Shares.

6 PERMITTED TRANSFERS

A Member may transfer Shares to any person at any time with the prior written consent of Melorio.

7 VOLUNTARY TRANSFERS

7.1 Transfer Notice

- (a) Any Member who wishes to sell or transfer Shares or any beneficial interest therein (the "**Vendor**") otherwise than by means of a Permitted Transfer and save as provided in Article 8 (Compulsory Transfers) or where Articles 9 (Change of Control – Tag Along Rights) or 10 (Change of Control – Drag Along Rights) apply shall give a written notice (a "**Transfer Notice**") to the Company specifying
- (i) the number of Shares which he wishes to sell or transfer (the "**Sale Shares**"),
 - (ii) the name of any third party to whom he proposes to sell or transfer the Sale Shares (if any),
 - (iii) the price per Share at which he wishes to sell or transfer the Sale Shares,

- (iv) any other terms relating to the transfer of the Sale Shares which are not prohibited by these Articles including the date from which dividends on the Sale Shares shall accrue to the purchaser of such Sale Shares, and
 - (v) whether or not it is conditional upon all and not part only of the Sale Shares comprised in the Transfer Notice being sold or offered (a "**Total Transfer Condition**") and in the absence of such stipulation it shall be deemed not to be so conditional
- (b) Each Transfer Notice shall
 - (i) relate to one class of Shares only,
 - (ii) constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 7,
 - (iii) save as provided in Article 7 3, be irrevocable, and
 - (iv) be deemed not to contain a Total Transfer Condition unless the Transfer Notice expressly states otherwise

7.2 Sale Price

The price per share ("**Sale Price**") at which the Sale Shares shall be offered for purchase in accordance with this Article 7 shall be

- (a) the price stated in the Transfer Notice, if with Melorio Consent, or
- (b) in the absence of Melorio Consent, such other price as may be agreed between the Board and the Vendor with Melorio Consent

7.3 Revocation of Transfer Notice

A Transfer Notice once given shall not be capable of withdrawal without Melorio Consent

7.4 First Offer to Company

- (a) The following provisions of this Article 7 4 will apply to any transfer of any Sale Shares by any Member
 - (i) within 10 Business Days after the last to occur of
 - (A) the receipt by the Company of a Transfer Notice,
 - (B) the determination of the Sale Price, and
 - (C) the expiry of the period for revocation of a Transfer Notice that is capable of being revoked in accordance with Article 7 3
- (b) The Board (subject to Melorio Consent) may direct the Company (in its capacity as agent for the Vendor) immediately to offer at the Sale Price such number of Sale Shares as they may determine to

- (A) the Company pursuant to the provisions of Part V of the Companies Act 1985, and/or
 - (B) any person who will hold the Sale Shares for the benefit of existing or future employees including (without limitation), any employment benefit trust of any Group Company or any professional trustee, in any such case to hold the Sale Shares upon the terms of a discretionary trust for the benefit of the class of beneficiaries which includes (without limitation) employees or directors of any Group Company, and/or
 - (C) any person selected by the Board with Melorio Consent
- (ii) If any offeree of the Sale Shares pursuant to this Article 7 4 applies for any of them within 10 Business Days after the date of the offer, the Company will allocate to such offeree the number of Sale Shares applied for ("**the Company Sale Shares Allocation**") on the later of
- (A) the fifteenth Business Day following receipt of the Transfer Notice, and
 - (B) the date on which the Sale Price is determined
- (iii) If all of the Sale Shares are so allocated, the provisions of Article 7 5 will not apply. If none or some only of the Sale Shares are so allocated, the provisions of Article 7 5 will have effect as if reference to Sale Shares was to those not allocated in accordance with this Article 7 4.
- (iv) If the Transfer Notice contained a Total Transfer Condition, no allocation of Shares may be made unless all of the Shares are allocated under this Article 7 4 and/or Article 7 5.

7.5 Offer Notice

- (a) Subject to Article 7 4, not later than 10 Business Days after the first to occur of
- (i) the expiry of the 10 Business Day period referred to in Article 7 4(a)(i), without a Board direction being made in accordance with Article 7 4,
 - (ii) the expiry of the 10 Business Day period referred to in Article 7 4(b)(ii) without any applications having been received for Shares offered pursuant to Article 7 4,
 - (iii) the allocation of Shares in accordance with Article 7 4(b)(ii)

the Company shall give notice (an "**Offer Notice**") in writing to each of the Members who are on the Register of Members at the close of business on the date that the Transfer Notice is received by the Company (other than the Vendor or any other Member who has served or who is deemed to have served a Transfer Notice which is still outstanding) (a "**Relevant Member**") informing them that the Sale Shares are available and of the Sale Price and offering them the Sale Shares, as nearly as may be, in proportion to the number of shares held by them respectively. The Offer Notice shall invite each Relevant Member to state in

writing within 30 Business Days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and, if so, how many of the Sale Shares

- (b) An Offer Notice shall
 - (i) specify the Sale Price,
 - (ii) expire 30 Business Days after its service,
 - (iii) contain the other details included in the Transfer Notice, and
 - (iv) invite the relevant Members to apply in writing, before expiry of the Offer Notice, to purchase Sale Shares
- (c) After the expiry date of the Offer Notice the Board shall allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles, **SAVE THAT**
 - (i) if it is not possible to allocate Sale Shares without involving fractions, those fractions shall be aggregated and allocated amongst the applicants in such manner as the Board thinks fit,
 - (ii) if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated

7.6 Transfer of Sale Shares

- (a) The Board shall, within 5 Business Days after (in the case of clause 7 4) the Company Sale Shares Allocation or (in the case of clause 7 5) the expiry date of the Offer Notice, give notice in writing (a "**Sale Notice**") to the Vendor and to each person to whom Sale Shares have been allocated (each a "**Purchaser**") specifying the name and address of each Purchaser, the number of Sale Shares allocated to him, the aggregate price payable for them, and the time for completion of each sale and purchase
- (b) Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice (being not less than 5 Business Days nor more than 20 Business Days after (in the case of clause 7 4) the Company Sale Shares Allocation or (in the case of clause 7 5) the expiry date of the Offer Notice, unless agreed otherwise in relation to any sale and purchase by both the Vendor and the Purchaser concerned) when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relative share certificates to that Purchaser
- (c) The Vendor may, during the period falling between 5 Business Days and 20 Business Days after (in the case of clause 7 4) the Company Sale Shares Allocation or (in the case of clause 7 5) the expiry date of the Offer Notice, sell any Sale Shares for which a Sale Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice at any price

per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, **PROVIDED THAT**

- (i) the Board shall refuse registration of the proposed transferee if it has not been permitted under Article 6,
 - (ii) if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled to sell only some of the Sale Shares under this Article 7, save with Melorio Consent
- (d) If a Vendor fails to transfer any Sale Shares when required pursuant to this Article 7, the Board may authorise any person (who shall be deemed to be the attorney of the Vendor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf. The Company may receive the purchase money for the Sale Shares from the Purchaser and shall, upon receipt of the duly stamped transfer, register the Purchaser as the holder of those Sale Shares. The Company shall hold the purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held. The Company's receipt for the purchase money shall be a good discharge to the Purchaser (who shall not be concerned to see to the application of it). After the name of the Purchaser has been entered in the Register of Members in purported exercise of the power conferred by this Article 7, the validity of that exercise shall not be questioned by any person.

8 COMPULSORY TRANSFERS

8.1 For the purpose of this Article

- (a) **"Leaver"** means any person who is at the date of adoption of these Articles or who later becomes an employee and/or director or consultant of any Group Company and who subsequently ceases to be so employed or engaged and does not continue in any such capacity for any reason whatsoever (including death, bankruptcy or as a result of a Group Company ceasing to be a subsidiary of the Company)
- (b) **"Leaver's Shares"** means at the date a person becomes a Leaver
 - (i) Shares held by the Leaver, and
 - (ii) Shares which have been transferred by the Leaver in accordance with Article 6 above together with any Shares which have been allotted in respect of Transferred Shares (**"Transferred Shares"**)
- (c) **"Bad Leaver"** means a Leaver who has been dismissed or resigned by reason of fraud or wilful negligence
- (d) **"Good Leaver"** is a Leaver who is a Leaver by reason of death, permanent incapacity, ill health (such as renders continued employment inappropriate) or redundancy
- (e) **"Issue Price"** means the aggregate of the monies subscribed for the Leaver's Shares

- (f) A Leaver will cease to be an employee and/or director or consultant of a Group Company on the Cessation Date

8 2 Upon a person becoming a Leaver, other than a Good Leaver

- (a) unless the Board (with Melorio Consent) otherwise resolves, any Transfer Notice previously issued or deemed issued in relation to the Leaver's Shares shall immediately be cancelled (unless all the Shares subject to it have already been sold) and no further Transfer Notice shall be issued or deemed to be issued in respect of the Leaver's Shares (except under Article 8 2(b) below), and
- (b) unless the Board (with Melorio Consent) otherwise resolves within 60 Business Days following the date on which that person becomes a Leaver, unless the Leaver is a Good Leaver, the Leaver shall, and each person holding any Leaver's Shares shall be deemed to have issued a Transfer Notice on the date on which such 60 Business Day period expires in which case the provisions of Article 7 will apply and
 - (i) in the case of a Bad Leaver, the Transfer Notice will be deemed to have been issued in respect of all of the Leaver's Shares and the price for all the Bad Leaver's Shares shall be £1 00 (in aggregate), or
 - (ii) in the case of a Leaver (other than a Good Leaver) who is a Leaver under any circumstances other than as in (i) above, the Transfer Notice will be deemed to have been issued in respect of 50% only of the Leaver's Shares and the price for such 50% of the Leaver's Shares shall be £1 00 (in aggregate) The balance of such Leaver's Shares under this clause 9 2(b)(iii) may be retained by the Leaver

8 3 Upon a person becoming a Good Leaver he shall be entitled to retain his Shares or, if the Board (with Melorio Consent) otherwise resolves, such Good Leaver's Shares may be transferred as agreed by the Board (with Melorio Consent)

8 4 The rights attaching to the Shares retained by any Leaver, as permitted by these Articles, shall be restricted in the following ways

- (a) the right to attend and vote at general meetings or class meetings shall be suspended, and
- (b) the right to receive offers pursuant to Article 7 shall be suspended

9 CHANGE OF CONTROL – TAG ALONG RIGHTS

9 1 With the exception of transfers of Shares pursuant to Article 6 (Permitted Transfers), no transfer of Shares which would result, if made and registered, in a person or persons Acting in Concert obtaining or increasing a Controlling Interest, will be made or registered unless

- (a) an Approved Offer is made by the proposed transferee(s) ("**Buyer**"), and
- (b) the Buyer complies in all respects with the terms of the Approved Offer at the time of completion of the sale and purchase of Shares pursuant to it

9 2 For the purposes of this Article 9 and Article 10

- (a) **"Approved Offer"** means an offer in writing served on all Members holding Shares (including the proposing transferor), offering to purchase all the Shares held by such Members (including any Shares which may be allotted pursuant to the exercise or conversion of options, rights to subscribe for or securities convertible into Shares in existence at the date of such offer) which
- (i) is stipulated to be open for acceptance for at least 15 Business Days,
 - (ii) offers the same or equivalent consideration for each Share (whether in cash, securities or otherwise in any combination),
 - (iii) includes an undertaking by or on behalf of the Buyer that no other consideration, (whether in cash or otherwise) is to be received or receivable by any Member which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares to be sold by such Member, and that neither the Buyer nor any person acting by agreement or understanding with it has otherwise entered into more favourable terms or has agreed more favourable terms with any other Member for the purchase of Shares,
 - (iv) is on terms that the sale and purchase of Shares in respect of which the offer is accepted will be completed at the same time, and
 - (v) has Melorio Consent

10 CHANGE OF CONTROL – DRAG ALONG RIGHTS

- 10 1 Whenever an Approved Offer is made, the holders of 50 per cent or more of the Shares shall have the right ("**Drag Along Right**") to require (in the manner set out in Article 10 2) all of the other holders of Shares ("**Other Shareholders**") to accept the Approved Offer in full
- 10 2 The Drag Along Right may be exercised by the service of notice to that effect on the Other Shareholders at the same time as, or within 5 Business Days following the making of the Approved Offer. Such notice will be accompanied by all documents required to be executed by the Other Shareholders to give effect to the relevant transfer
- 10 3 On the exercise of the Drag Along Right, each of the Other Shareholders will be bound to accept the Approved Offer in respect of its entire holding of Shares and to comply with the obligations assumed by virtue of such acceptance
- 10 4 If any of the Other Shareholders fails to accept the Approved Offer or, having accepted such offer, fails to complete the sale of any of its Shares pursuant to the Approved Offer, or otherwise fails to take any action required of it under the terms of the Approved Offer, the Board with Melorio Consent may accept the offer on behalf of the Other Shareholders in question, or undertake any action required under the terms of the Approved Offer on the part of the Other Shareholders in question. In particular, such person may execute the necessary transfer(s) on that Other Shareholder's behalf, and against

- (a) receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Shares (the receipt being a good discharge to the Buyer, who will not be bound to see to the application of it), and
- (b) compliance by the Buyer and, where relevant, the Company with all other terms of the Approved Offer

deliver such transfer(s) to the Buyer (or its nominee) The Board will then authorise registration of the transfer(s) and of the Buyer (or its nominee) as the holder of the Shares so transferred After registration, the title to the Buyer (or its nominee) as registered holder of such Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person The Other Shareholder will in such a case be bound to deliver up its certificate for its Shares to the Company, or a statutory declaration of loss (as appropriate) whereupon the Other Shareholder will be entitled to receive the purchase price for such Shares

11 GENERAL MEETINGS

- 11 1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business One person, being a Member present in person or by proxy or a duly authorised representative of a corporation shall be a quorum at any general meeting Notwithstanding the foregoing, there shall be no quorum unless Melorio shall be present in person or by proxy or by duly authorised representative If no such quorum is so present then the meeting shall stand adjourned for a period of not less than 5 Business Days to such time and place as the Board shall agree and notify to the Members If no such Member is so present at the adjourned meeting then subject to the foregoing provisions of this Article the Members then present in person or by proxy or by duly authorised representatives shall constitute a quorum
- 11 2 With respect to any resolution in writing, in the case of a corporation which holds any Shares, the signature of any director or the company secretary thereof shall be deemed to be a signature of the corporation which holds Shares
- 11 3 The instrument appointing the proxy shall be effective if such appointment is brought to the attention of the chairman of the meeting at any time prior to the taking of any vote (whether on a show of hands or on a poll) (including after the commencement of the meeting)
- 11 4 The chairman shall not be entitled to exercise any second or casting vote
- 11 5 A Director shall not be required to hold any share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the capital of the Company

12 NUMBER OF DIRECTORS

The minimum number of directors shall be two The number of Directors shall not be subject to any maximum

13 MELORIO DIRECTOR AND CHAIRMAN

- 13 1 Melorio may at any time and on more than one occasion appoint any two people to be a Melorio Director and at any time and on more than one occasion remove a Melorio Director from office
- 13 2 Any appointment or removal of a Melorio Director shall be in writing served on the Company signed by Melorio (acting by its duly authorised representative) and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier
- 13 3 Upon written request by Melorio the Company shall procure that such appointed Melorio Director(s) are forthwith appointed as director(s) of any other Group Company
- 13 4 Melorio may at any time and on more than one occasion appoint any Director to be the chairman of the Board and at any time and on more than one occasion remove from the office of chairman a person so appointed Article 13 2 shall apply to any such appointment or removal

14 ALTERNATE DIRECTORS

- 14 1 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum
- 14 2 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present

15 PROCEEDINGS OF DIRECTORS

- 15 1 The quorum for the transaction of business of the Board shall be two Directors, one of whom shall be a Melorio Director provided that one is appointed unless the Melorio Director(s) has/have previously agreed otherwise in writing expressly for that purpose
- 15 2 Any Director or his alternate may validly participate in a meeting of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is
- 15 3 Save with Melorio Consent
- (a) the Board shall not delegate any of its powers to a committee, and
 - (b) meetings of the Board shall not be held outside the United Kingdom
- 15 4 The Chairman shall not have a second or casting vote at a meeting of the Board
- 15 5 Subject to disclosure under section 317 of the Companies Act 1985, a Director may vote at any meeting of the Board on any resolution concerning a matter in which he has,

directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the Company

16 CONTROL OF THE CERTIFICATION PROCESS¹

- 16 1 In relation to the regulated functions of any activities carried out by the company including those that fall within the remit of the Qualifications and Credit Framework (QCF), the United Kingdom Accreditation Service (UKAS) accredited certification schemes and any other accredited or non accredited certification scheme operated by the company, the directors and officers of the company shall at all times ensure that no personal, vested or conflicts of interest occur which could affect the impartiality and independence of the company when carrying out its certification duties
- 16 2 The employee of the company who is appointed as the scheme director to carry out the duties thereof, in relation to the certification processes in 16 1 is designated as the single named point of accountability for all certification schemes, will not be subject to undue influence, interference or pressure from members of the companies Board of Directors in relation to his duties insofar as they relate to certification matters
- 16 3 The company will establish and empower committees which are responsible for overseeing and ensuring that no personal, vested or conflicts of interest which could affect the impartiality and independence of the company occur when carrying out its certification duties
- 16 4 The committees in 16 3 are empowered to inform the Board of Directors, qualification regulators and accreditation bodies of unresolved issues in 16 1 to 16 3
- 16 5 Where the Board of Directors are informed of any conflicts of interest from committees detailed in 16 3 the Board of Directors will act to mitigate that conflict

17 NOTICES

- 17 1 Any notices to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board
- 17 2 Any notice to be given pursuant to these Articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender
- 17 3 Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left

18 INDEMNITY

- 18 1 Subject to the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses

¹ Regulation 16 was replaced by Written Resolution passed on 22 February 2011

and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs

- 18 2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs

ARTICLES OF ASSOCIATION
of
LOGIC CERTIFICATION LIMITED
(Company Number 4615993)

(Adopted by Written Resolution passed on 20 May 2009
and amended by Written Resolution passed on 22
February 2011)

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