

Company number 05218053

ORDINARY AND SPECIAL RESOLUTIONS

OF

PARKERS MOT AND TYRE CENTRE LIMITED (Company)

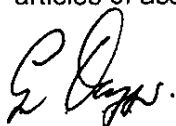
The following resolutions of the Company were passed by the Company on 31 January 2010 as Ordinary and Special Resolutions

ORDINARY RESOLUTIONS

- (1) That the entire issued share capital of the Company, being ten ordinary shares of £1, be sub-divided into 10,000 ordinary shares of £0.001 each
- (2) Any breaches by the director and/or company secretary of the Companies Act 1985, of the Companies Act 2006 or of common law duties arising from the incorrect filings of annual returns and accounts relating to the share capital position be and they are, to the extent permitted by law, hereby waived and the actions of the director and company secretary are ratified

SPECIAL RESOLUTION

- (3) That the sub-divided issued ordinary shares of £0.001 each be reclassified such that 9,630 of them are redesignated as 'A' Ordinary Shares of £0.001 each and 370 of them are redesignated as 'B' Ordinary Shares of £0.001 each, in each case having the rights ascribed to them in the new articles of association of the Company adopted pursuant to resolution 4 below
- (4) That the Company's articles of association be replaced in their entirety by the articles of association attached to this resolution



Director

31 January 2010



THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF PARKERS MOT AND TYRE CENTRE LTD

(Adopted by special resolution passed on 31 January 2010)

1. PRELIMINARY

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 as they relate to a private company limited by shares (**Table A**) shall apply to Fluidata Limited (**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 Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 76-79, 84-86, 94 and 118 of Table A do not apply to the Company

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

1.5 In these articles the following words have the following meanings

"**A Share**" means an ordinary 'A' share of £0.001 each in the capital of the Company,

"**B Share**" means an ordinary 'B' share of £0.001 each in the capital of the Company,

"**Companies Acts**" means the Companies Act 1985 and the Companies Act 2006 as amended and in force prior to the date of adoption of these Articles,

"**Financial Year**" means an accounting reference period (as defined in section 391 of the Companies Act 2006) of the Company, and

“share” shall mean a share in the capital of the Company of whatever class

2. SHARE CAPITAL

- 2.1 The issued share capital of the Company is £10 divided into 9,630 A Shares and 370 B Shares. Except as expressly set out in these articles, the A Shares and the B Shares shall rank *pari passu* in all respects.
- 2.2 A dividend of the Company shall only be paid from the profits available by law to the company in any Financial Year. A dividend may only be declared following a resolution of the board of directors so to do.
- 2.3 In each Financial Year that a dividend (if any) is declared by the board of directors (whether as an interim or final dividend), dividends shall be paid as follows:
- (a) one half of all dividends shall be paid to the holders of the A Shares apportioned between them pro rata to their holding of A Shares, and
 - (b) one half of all dividends shall be paid to the holders of the B Shares, apportioned between them pro rata to their holding of B Shares.
- 2.4 Dividends shall be paid on a nil-paid or partly-paid share as if it were a fully-paid share.
- 2.5 If no, or an insufficient, dividend is declared in any Financial Year, no class of share shall have any right to make good the shortfall in a subsequent Financial Year from a dividend declared in that Financial Year. The right to a dividend (if any) is not cumulative.
- 2.6 Subject to the Companies Acts and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine.
- 2.7 In accordance with and subject to the Companies Acts the Company may:
- (a) subject to any rights conferred on the holders of any other shares issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder,
 - (b) subject to any rights conferred on the holders of any class of shares purchase its own shares (including any redeemable shares),
 - (c) make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

3. LIEN

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

4. TRANSFER OF SHARES

The directors may in their absolute discretion refuse to register the transfer of any share whether or not it is a fully paid share.

5. PROCEEDINGS AT GENERAL MEETINGS

5.1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.

5.2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

6. VOTES OF MEMBERS

Subject to any rights or restrictions attached to any shares and to any other provisions of these articles, on a show of hands every member present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.

7. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

8. ALTERNATE DIRECTORS

8.1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition.

to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present

8.2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his appointor's absence. But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.

8.3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled 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 to the Company direct and the Company may pay all travelling, hotel and other expenses properly incurred by an alternate director in connection with attendance at meetings of directors or of committees of directors or otherwise in connection with the business of the Company.

9. POWERS OF DIRECTORS

9.1 Subject to the remaining provisions of this article 9, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act to exercise any power of the Company to

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

any shares to any person, at any time and subject to any terms and conditions as the directors think proper

9.2 The authority referred to in article 9.1

- (a) shall be limited to a maximum nominal amount of £100,
- (b) shall only apply insofar as the Company in general meeting has not renewed, waived or revoked it, and
- (c) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require relevant securities to be allotted after the expiry of such authority (and the directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired)

10. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 10.1 No person shall be appointed a director at any general meeting unless
- (a) he is recommended by the directors, or
 - (b) not less than 14 or more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed
- 10.2 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors
- 10.3 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director
- 10.4 Subject to the provisions of the Companies Acts, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company

11. PROCEEDINGS OF DIRECTORS

A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the

meeting [notwithstanding accidental disconnection of the means of electronic communication during the meeting] A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum

12. DIRECTORS' CONFLICTS OF INTERESTS

12.1 The directors may, in accordance with the requirements set out in this article 12, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (**Conflict**)

12.2 Any authorisation under this article 12 will be effective only if

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine,
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

12.3 Any authorisation of a matter under this article may (whether at the time of giving the authority or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine,
- (c) be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

12.4 In authorising a Conflict the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to

- (a) disclose such information to the directors or to any director or other officer or employee of the company,

- (b) use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence

12.5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the director

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
- (b) is not given any documents or other information relating to the Conflict,
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict

12.6 Where the directors authorise a Conflict

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict,
- (b) the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation

12.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

13. DIRECTORS' DECLARATION OF INTERESTS

13.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Acts

13.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as

is reasonably practicable in accordance with the Companies Acts, unless the interest has already been declared under *clause 13 1*

- 13 3 Subject, where applicable, to the disclosures required under *clause 13 1* and *clause 13 2*, and to any terms and conditions imposed by the directors in accordance with *clause 12*, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present
- 13 4 A director need not declare an interest under *clause 13 1* and *clause 13 2* as the case may be
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest,
 - (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware,
 - (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware, or
 - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting

14 INDEMNITY

- 14 1 Subject to the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer 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 and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) in the actual or purported execution and/or discharge 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

- 14.2 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

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

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COMPANIES HOUSE

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ARTICLES OF ASSOCIATION OF PARKERS MOT AND TYRE CENTRE LTD

(Adopted by special resolution passed on 31 January 2010)

1. PRELIMINARY

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 as they relate to a private company limited by shares (**Table A**) shall apply to Fluidata Limited (**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 Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 76-79, 84-86, 94 and 118 of Table A do not apply to the Company

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

1.5 In these articles the following words have the following meanings

"A Share" means an ordinary 'A' share of £0.001 each in the capital of the Company,

"B Share" means an ordinary 'B' share of £0.001 each in the capital of the Company,

"Companies Acts" means the Companies Act 1985 and the Companies Act 2006 as amended and in force prior to the date of adoption of these Articles,

"Financial Year" means an accounting reference period (as defined in section 391 of the Companies Act 2006) of the Company, and

"share" shall mean a share in the capital of the Company of whatever class

2. SHARE CAPITAL

- 2.1 The issued share capital of the Company is £10 divided into 9,630 A Shares and 370 B Shares. Except as expressly set out in these articles, the A Shares and the B Shares shall rank *pari passu* in all respects
- 2.2 A dividend of the Company shall only be paid from the profits available by law to the company in any Financial Year. A dividend may only be declared following a resolution of the board of directors so to do
- 2.3 In each Financial Year that a dividend (if any) is declared by the board of directors (whether as an interim or final dividend), dividends shall be paid as follows
- (a) one half of all dividends shall be paid to the holders of the A Shares apportioned between them pro rata to their holding of A Shares, and
 - (b) one half of all dividends shall be paid to the holders of the B Shares, apportioned between them pro rata to their holding of B Shares
- 2.4 Dividends shall be paid on a nil-paid or partly-paid share as if it were a fully-paid share
- 2.5 If no, or an insufficient, dividend is declared in any Financial Year, no class of share shall have any right to make good the shortfall in a subsequent Financial Year from a dividend declared in that Financial Year. The right to a dividend (if any) is not cumulative
- 2.6 Subject to the Companies Acts and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine
- 2.7 In accordance with and subject to the Companies Acts the Company may
- (a) subject to any rights conferred on the holders of any other shares issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder,
 - (b) subject to any rights conferred on the holders of any class of shares purchase its own shares (including any redeemable shares),
 - (c) make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

3. LIEN

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

4. TRANSFER OF SHARES

The directors may in their absolute discretion refuse to register the transfer of any share whether or not it is a fully paid share.

5. PROCEEDINGS AT GENERAL MEETINGS

5.1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.

5.2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

6. VOTES OF MEMBERS

Subject to any rights or restrictions attached to any shares and to any other provisions of these articles, on a show of hands every member present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.

7. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

8. ALTERNATE DIRECTORS

8.1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition

to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present

8.2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his appointor's absence. But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.

8.3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled 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 to the Company direct and the Company may pay all travelling, hotel and other expenses properly incurred by an alternate director in connection with attendance at meetings of directors or of committees of directors or otherwise in connection with the business of the Company.

9. POWERS OF DIRECTORS

9.1 Subject to the remaining provisions of this article 9, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act to exercise any power of the Company to

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

any shares to any person, at any time and subject to any terms and conditions as the directors think proper

9.2 The authority referred to in article 9.1

- (a) shall be limited to a maximum nominal amount of £100,
- (b) shall only apply insofar as the Company in general meeting has not renewed, waived or revoked it, and
- (c) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require relevant securities to be allotted after the expiry of such authority (and the directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired)

10. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 10.1 No person shall be appointed a director at any general meeting unless
- (a) he is recommended by the directors, or
 - (b) not less than 14 or more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed
- 10.2 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors
- 10.3 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director
- 10.4 Subject to the provisions of the Companies Acts, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company

11. PROCEEDINGS OF DIRECTORS

A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the

meeting [notwithstanding accidental disconnection of the means of electronic communication during the meeting] A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum

12. DIRECTORS' CONFLICTS OF INTERESTS

12.1 The directors may, in accordance with the requirements set out in this article 12, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (**Conflict**)

12.2 Any authorisation under this article 12 will be effective only if

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine,
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

12.3 Any authorisation of a matter under this article may (whether at the time of giving the authority or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine,
- (c) be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

12.4 In authorising a Conflict the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to

- (a) disclose such information to the directors or to any director or other officer or employee of the company,

- (b) use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence

12 5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the director

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
- (b) is not given any documents or other information relating to the Conflict,
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict

12 6 Where the directors authorise a Conflict

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict,
- (b) the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation

12 7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

13. DIRECTORS' DECLARATION OF INTERESTS

13 1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Acts

13 2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as

is reasonably practicable in accordance with the Companies Acts, unless the interest has already been declared under *clause 13 1*

13 3 Subject, where applicable, to the disclosures required under *clause 13 1* and *clause 13 2*, and to any terms and conditions imposed by the directors in accordance with *clause 12*, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present

13 4 A director need not declare an interest under *clause 13 1* and *clause 13 2* as the case may be

- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest,
- (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware,
- (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware, or
- (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting

14. INDEMNITY

14 1 Subject to the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer 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 and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) in the actual or purported execution and/or discharge 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

- 14.2 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